



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, October 08, 2025
5:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) Update to Council on School of the Arts (SOTA)
- [2.](#) 2025 Heritage Trail Medallion Recipients
- [3.](#) SUP2025-00109; Soccer 5 Atlanta c/o Anderson Tate & Carr; 0 Curtis Road (PIN: 5145 299)
- [4.](#) Cloud-Based Phone System
- [5.](#) Network Switch Replacement
- [6.](#) Renewal of Annual Contract — Power Pole Replacement Services (SB015-22)
- [7.](#) Consideration of contract for Gas Relocation Project at S.R. 81 and S.R. 138 Roundabout (SB003-26)
- [8.](#) Discussion to Amend Chapter 32 of the Code of Ordinances
- [9.](#) 290 S Perry Street property acquisition (Parcel R5146D067)
- [10.](#) 306 S Perry Street property acquisition (Parcel R5146D066)
- [11.](#) 38 Reid Street property acquisition (Parcel R5146C032)

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Update to Council on School of the Arts (SOTA)
Department:	City Manager
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager; Shane Orr, Principal and Megan Rose-Houchins. Assistant Principal
Action Requested:	No action required – Presentation only

Summary: Update to Council on School of the Arts (SOTA) – Shane Orr and Megan Rose-Houchins

Attachments/Exhibits:

- SOTA 2425 Year in Review Report (Presentation).pdf

School of the Arts

4-Year Report



school of the arts

@ CENTRAL GWINNETT HIGH SCHOOL

Prepared by

Shane Orr, Principal &
Megan Rose-Houchins,
Assistant Principal



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SOTA OVERVIEW

School of the Arts @ Central Gwinnett High School opened in the 2021-2022 school year with a **mission** to nurture the talent, determination, and skill of student artists from across GCPS, providing them with the experience and education to pursue their passion at the college and professional level.

Our **vision** is to be a renowned arts preparatory high school that prepares the next generation of artists to be academically and artistically competitive in fine arts careers and for post-secondary opportunities.

Here's how we do it:

- SOTA is the fine arts department at CGHS providing all CGHS students with the ability to take multiple fine arts classes throughout their high school experience.
- SOTA Fellows– provides CGHS and transfer students with expanded elective course opportunities in art, dance, music, and theatre. SOTA Fellows students have a traditional core academic schedule while focusing their elective course work in the arts.
- SOTA Conservatory–A non-traditional schedule allows students to spend most of their school day in expanded arts classes, internships, and work experiences in the arts. Students “major” in one of 5 areas: Art and Design, Dance, Music Technology, Theatre, or Voice. Students from across the district may apply to be a part of the Conservatory. Admittance to the Conservatory is determined through an auditions and interviews.

We currently have a 129% increase in applications from this time last year.

Our vision is expanding as this year work has begun to unite the Central Cluster Schools in becoming the Central Cluster for the Arts!



Arts Programs

1.



AV TECH & FILM



**FASHION DESIGN
(NEW)**



ORCHESTRA



ART & DESIGN



GUITAR



THEATRE



BAND



MUSIC TECHNOLOGY



VOICE



DANCE



PIANO

Facts & Figures

25/26SY

Grade:

9 - 24%
10 - 20%
11 - 28%
12 - 28%

Gender:

M - 22%
F - 78%

Ethnicity:

Asian - 2%
Black - 53%
Hispanic - 18%
Two or More- 8%
White - 19%

Instructional Setting:

Gifted - 39%
SpEd - 6%
ML - 1%

Meals:

Free - 45%
Reduced - 22%

Programs:

Fellows – 174
Conservatory – 192
 Voice - 29
 Theatre - 60
 Music Tech - 32
 Dance - 24
 Art & Design - 47

Total students per arts discipline:

Art – 715
Dance – 309
Theatre – 330
Music Technology – 135
Band – 205
Orchestra – 104
Guitar – 145
Piano – 146
Chorus – 110
Music Studies – 97
Music Theory – 59
Total - 2355

Cluster Representation:

Central - 30%
Archer - 8%
Berkmar - 3%
Brookwood - 4%
Collins Hill - 4%
Dacula - 6%
Discovery - 4%
Duluth - 5%
Grayson - 7%
Meadowcreek -2%
Mill Creek - 1%
Mountain View - 2%
Norcross - <1%
North Gwinnett - 2%
Out of County (parent works for GCPS) - 2%
Parkview - 4%
Peachtree Ridge - 3%
Seckinger - <1%
Shiloh - 7%
South Gwinnett - 7%



Awards & Accolades



OPENING NUMBER

SOTA was honored to open the GCPS Summer Leadership Conference (SLC) with a 10-minute excerpt from their award-winning production of HADESTOWN: Teen Edition! They truly wowed the crowd and set the audience up for an exciting conference experience!



MURAL

SOTA was also featured at the conference with a community mural designed by SOTA 2025 graduate, Faith Pascual.



FEATURED PRESENTER

SOTA 2025 graduate, Josue Martinez, was the featured student presenter at the conference!

PLUS SO MUCH MORE

- **2025 BEST OVERALL PRODUCTION AT THE GEORGIA HIGH SCHOOL MUSICAL THEATRE “SHULER” AWARDS - LIVE ON GAPBS**
- **BEST FEATURED PERFORMER AWARD AT SHULERS**
- **3-TIME ONE-ACT PLAY REGION CHAMPIONS**
- **100% PASS RATE IN AP STUDIO ART**
- **STUDENT SELECTED FOR 2025 AP PORTFOLIO DISTINCTION (1 OF ONLY 50 OUT OF THOUSANDS NATIONWIDE)**
- **NATIONAL HIGH SCHOOL DANCE FESTIVAL FEATURED PERFORMERS (ON OUR FIRST TRY!); OVER \$500K IN SCHOLARSHIPS AWARDED**
- **STUDENTS RELEASING ORIGINAL MUSIC ON ALL STREAMING SERVICES**
- **GHSA RAY HORNE AWARD FOR EXCELLENCE IN LITERARY AND ONE-ACT COMPETITION**
- **4-TIME REGION RUNNERS UP IN LITERARY, 3 INDIVIDUAL STATE LITERARY WINNERS**
- **12 GHP FINALISTS**
- **NATIONWIDE FINALIST IN WILLIAM WARFIELD CLASSICAL VOCAL COMPETITION**
- **NUMEROUS VISUAL ARTS AWARD WINNERS**
- **STUDENTS EARNING SCHOLARSHIPS TO NUMEROUS TOP SUMMER INTENSIVES FOR THE ARTS**
- **STUDENTS WORKING WITH AWARD-WINNING CHOREOGRAPHERS**

School of the Arts

@ CENTRAL GWINNETT HIGH SCHOOL

2022 - 95% Grad Rate
2023 - 100% Grad Rate
2024 - 100% Grad Rate
2025 - 100% Grad Rate



Where are they now?

Agnes Scott College
Ailey School at Fordham University
Alabama State University
Augusta University
Baldwin Wallace University
Berry College
Brenau University
Boston Conservatory at Berklee
Butler University
Catawba College
Columbia College Chicago
Columbus State University
DePaul University
Fashion Institute of Technology

Florida A&M University
Florida State University
Georgia College & State University
Georgia Gwinnett College
Georgia State University
Georgia Tech University
Hampton University
Hofstra University
Howard University
Ithaca College
Kennesaw State University
Lincoln University of Missouri
Louisiana State University
Marymount Manhattan University
Mercer University

Molloy University
Montclair State University
Morehouse College
New Jersey City University
New York Conservatory for Dramatic Arts
New York University
Northwestern University
Norwalk Conservatory
Oberlin College & Conservatory
Oglethorpe University
Oklahoma City University
Pace University
Penn State University
Point Park University
Pratt Institute

Savannah College of Art & Design (SCAD)
Shenandoah University
Spelman College
SUNY Purchase
Texas State University
Truett McConnell University
Virginia Commonwealth University
University of Bristol (England)
University of Georgia
University of Michigan
University of North Carolina Greensboro
University of Utah
Viterbo University
Wright State University
Yale University

In the 2025/2026 school year, the Central Gwinnett Cluster schools will join together to become an arts themed cluster ...

Central Cluster for the Arts!

What IS an arts-themed cluster?

It's a place where...

- students in grades K-12 are engaged in and have access to arts experiences.
- each and every classroom:
 - engages students in experimentation, exploration, and inquiry.
 - fosters problem solving skills.
 - encourages creativity and collaboration.
- students are exposed to and encouraged to pursue creative careers in the arts.
- resources and support are available for students whose interests lie in the arts.

Why is an arts-themed Cluster important to our community?

- We believe in the power of the arts to engage students in learning!
- We desire to prepare our K-8 students for the opportunities available at School of the Arts at Central Gwinnett High School.

**Community Kick-off Event is April 25, 2026
(Place TBD -Lawrenceville Lawn or LAC)**



Testimonials



“I just want to thank you for the opportunity to be able to join SOTA. You all were so nice during the audition and it really helped calm my nerves. Thank you!”

- Brooklyn Huff

I just wanted to thank you once again for making (our daughter’s) last 2 years of high school a wonderful experience. She always looked forward to going to classes. She loved her teachers and her classes.”

- The Pascuals

“(We) wanted to share how grateful we are. SOTA was such a positive and formative experience for (our son), and it truly set him up for a bright future.”

- The Youngs

“I have grown so much as an artist, a performer, and a person!”

- Connor Schenke, Class of 2025

“SOTA’s faculty has worked hard to continuously keep the student’s best interest in mind.”

- Jennifer Brown

“These students are being taught with great care and empathy for their fellow students, their community, and their world...This is a true gift that this program is giving all of our children.”

- Nickie and Ryan Moore

“The School of the Arts has changed my child’s life by providing him with the means to pursue his artistic dreams, fostering personal growth and development, and preparing him for a fulfilling and meaningful future in the world of art and creativity.”

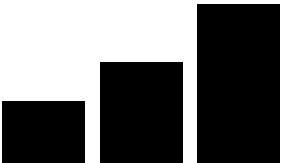
- Ali Payne

“Your kids are standouts. It’s wonderful to see kids who are being trained by people who REALLY know dance.”

- Director of Kansas City Ballet at the Regional High School Dance Festival auditions at Texas A&M

“My family and I attended the SOTA production of Les Miserables on Saturday. I've mentioned this to you in the past, but I wanted to formally share that, once again, the AMAZING students and staff were phenomenal! Literally having all of us in tears at the end and of course a standing ovation. My niece has had the best year of her educational career at SOTA and I can't wait to see how she continues to grow in this program! BRAVO!!”

- Heidi Gholston



school of the arts

@ CENTRAL GWINNETT HIGH SCHOOL

Celebrating 5 Years!

SEP OCT

Sept. 19 & 20, Honor Chorus
Sept. 22, KSU Symphony Orchestra (7:30PM)
Sept. 23, UGA Choral Day
Sept. 30, Fall Orchestra Concert
Oct. 3, Tri-M Open Mic (2:30-4)
Oct. 7, Fall Chorus Concert
Oct. 17, Art Throwdown
Oct. 23-25, Fall One-Act Play, URINETOWN
Oct. 29, One-Act Competition
Oct. 30, Fall Voice Recital

NOV DEC

Nov. 6 & 7, Musical Theatre JUKEBOX Showcase
Nov. 10, SOTA Spotlight Night (6:30PM)
Nov. 20, Orchestra Concert & Music Tech Guitar Showcase
Dec. 4-6, Winter Play, MIGRATION SEASON
Dec. 9, Winter Chorus Concert
Dec. 11, Fall Art Show (5:30-6:30PM)
Dec. 11 & 12, Winter Dance Concert
Dec. 16, Winter Band Concert (6:30PM)
Dec. 18, Live Band Ensembles

JAN

Jan. 2, SOTA 26/27 Auditions
Jan. 3, New Year's Cabaret
Jan. 6-8, Spring Musical Auditions (after school)
Jan. 16, Voice Dept. Talent Show

FEB MAR

Feb. 4, K-8 Juried Art Show
Feb. 5-7, ThesCon
Feb. 9, Acting Studio Showcase
Feb. 10, PreLGPE Orchestra Concert
Feb. 19-21, All-State Chorus
Feb. 24, PreLGPE Chorus Concert
Mar. 3, Region Literary Competition
Mar. 19-21, Spring Musical, ONCE UPON A ONE MORE TIME
Mar. 26-29, NYC Trip

APR

Apr. 21, Spring Orchestra Concert
Apr. 23, 10-Minute Play Festival
Apr. 25, Cluster for the Arts Kickoff Event
Apr. 26 Dance Banquet
Apr. 28, Spring Voice Recital
April 30, Spring Juried Art Show (5:30-6:30PM)
Apr. 30 & May 1, Spring Dance Concert

MAY

May 4, Fellows Acting Showcase
May 5, Spring Chorus Concert
May 6, Spring Band Concert (6:30PM)
May 7, Band Banquet
May 11, Chorus Banquet
May 12, SOTA Pinning Ceremony (6PM)
May 13, SENIOR Exit Art Show
May 18, Theatre Banquet

2025-2026 EVENTS





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	2025 Heritage Trail Medallion Recipients
Department:	Communications & Marketing Department
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	None
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 Application.pdf

NOMINATION SUBMITTED BY

Name Rachel Tanner Bronnum
First Middle Last

Name of Organization (if applicable) _____

Address

Phone

e-mail

MEDALLION HONOREE CANDIDATE INFORMATION

(Name as you would like it to appear on Medallion, if selected)

Name Grover Herman Tanner
First Middle Last

Nickname_____

Date of Birth

1907

Date of Death (if applicable)

1983

Address in Lawrenceville 650 West Crogan Street
Lawrenceville 30046

Please submit a brief summary (not to exceed 375 words) describing the proposed candidate's qualifications for nomination. This description is required for consideration and will not be reviewed should the word limit be exceeded. You are also invited to submit a photo and the nominee's biography with your nomination.

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

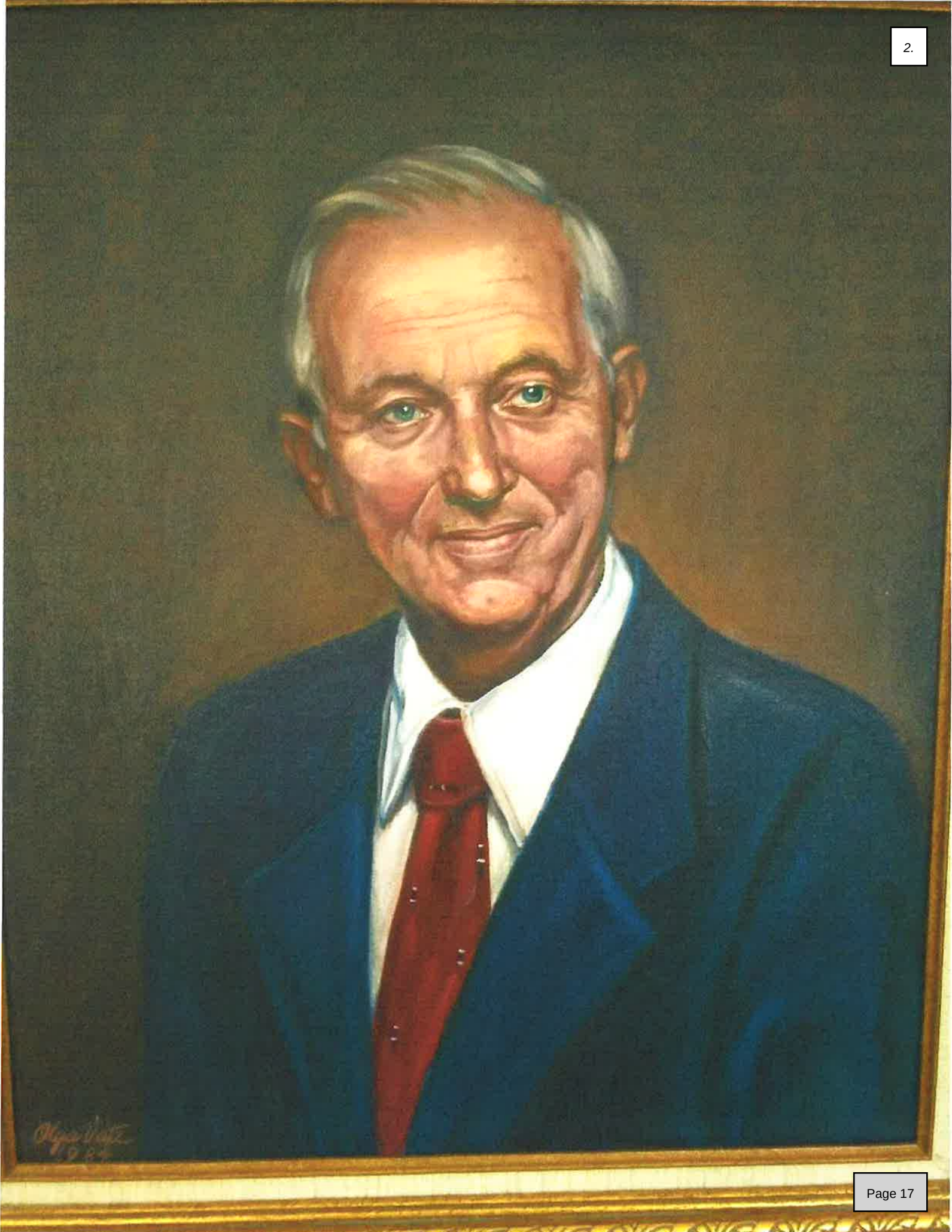
Grover Herman Tanner

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

HERITAGE TRAIL MEDALLION NOMINEE APPLICATION

NOMINATION SUBMITTED BY

Name Paula Foil
First Middle Last

Name of Organization (if applicable) _____

Address _____

Phone 678-407-6577 e-mail paula.foil@lawrencevillega.org

MEDALLION HONOREE CANDIDATE INFORMATION

(Name as you would like it to appear on Medallion, if selected)

Name Loving Aid Society
First Middle Last

Nickname _____

Date of Birth Established 1888 Date of Death (if applicable) _____

Address in Lawrenceville Formerly located on Neal Blvd. Lawrenceville, GA

Please submit a brief summary (not to exceed 375 words) describing the proposed candidate’s qualifications for nomination. This description is required for consideration and will not be reviewed should the word limit be exceeded. You are also invited to submit a photo and the nominee’s biography with your nomination.

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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY 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:	Wednesday, October 8, 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



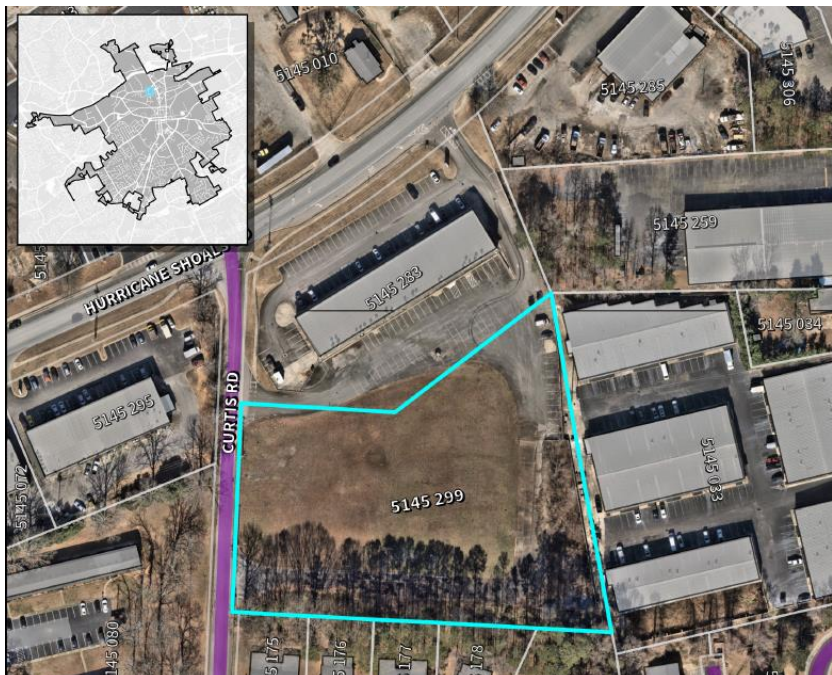
LAWRENCEVILLE

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

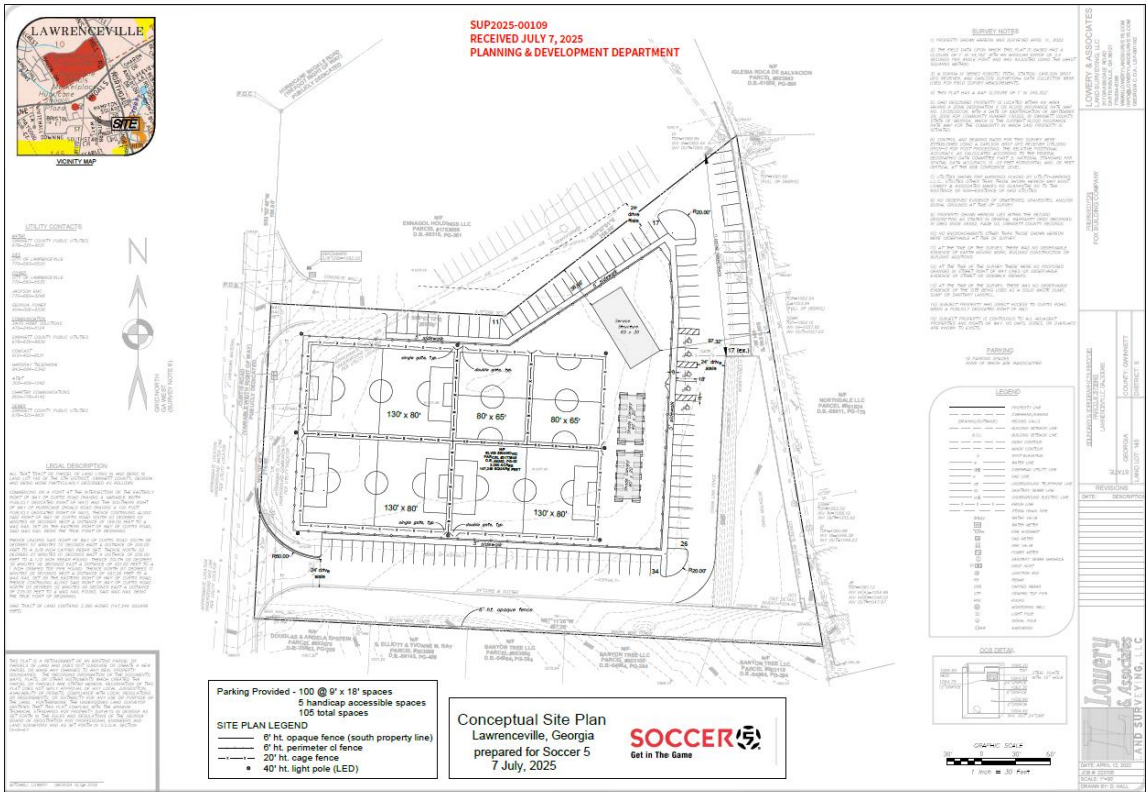
ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1960, which is the earliest zoning record on file.

PROJECT 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. Programming will include field rentals, youth clinics, adult leagues, and tournaments, with an emphasis on skill development, community engagement, and accessibility for players of all ages and abilities. The subject property is located along the eastern right-of-way of Curtis Road, between its intersections with Hurricane Shoals Road and Southern Way.

CONCEPT PLAN



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.

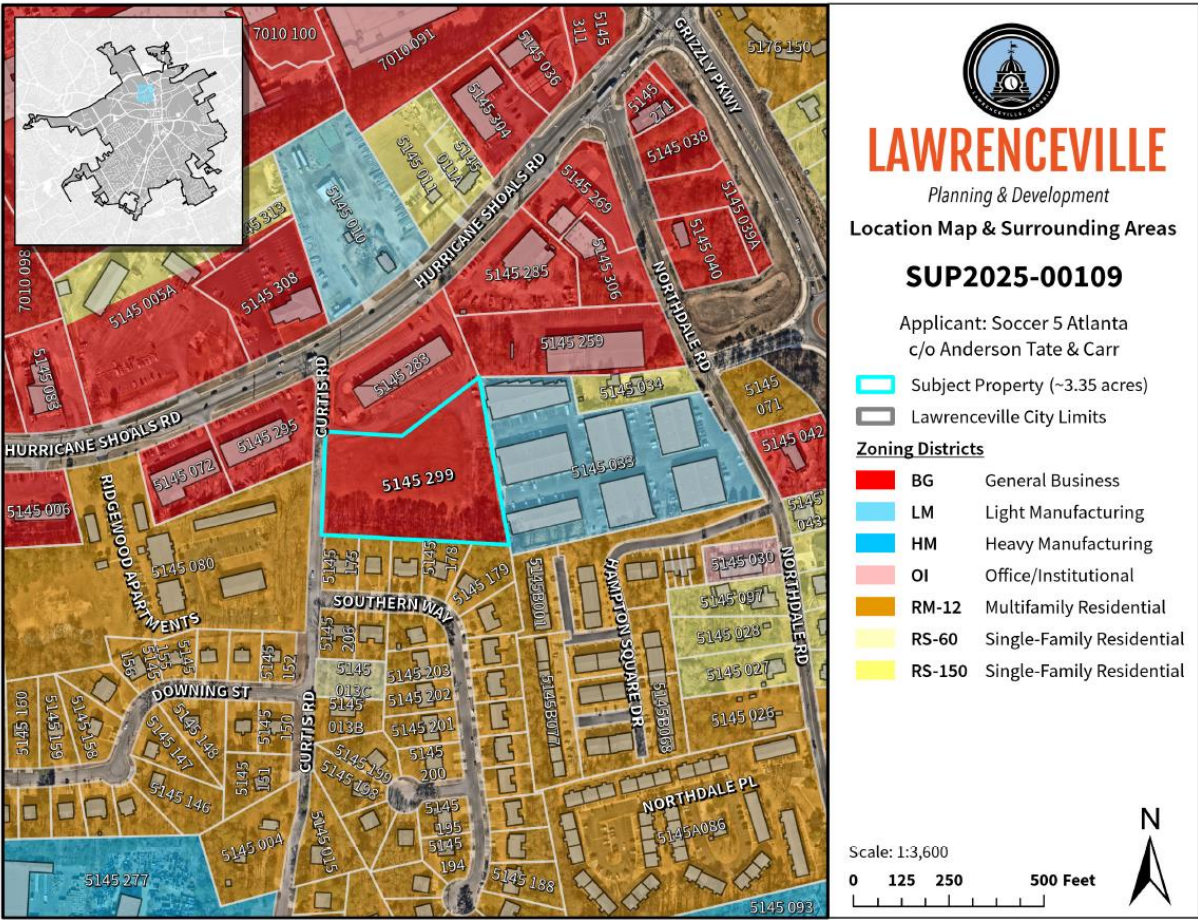
RIGHT-OF-WAY IMPROVEMENTS

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.

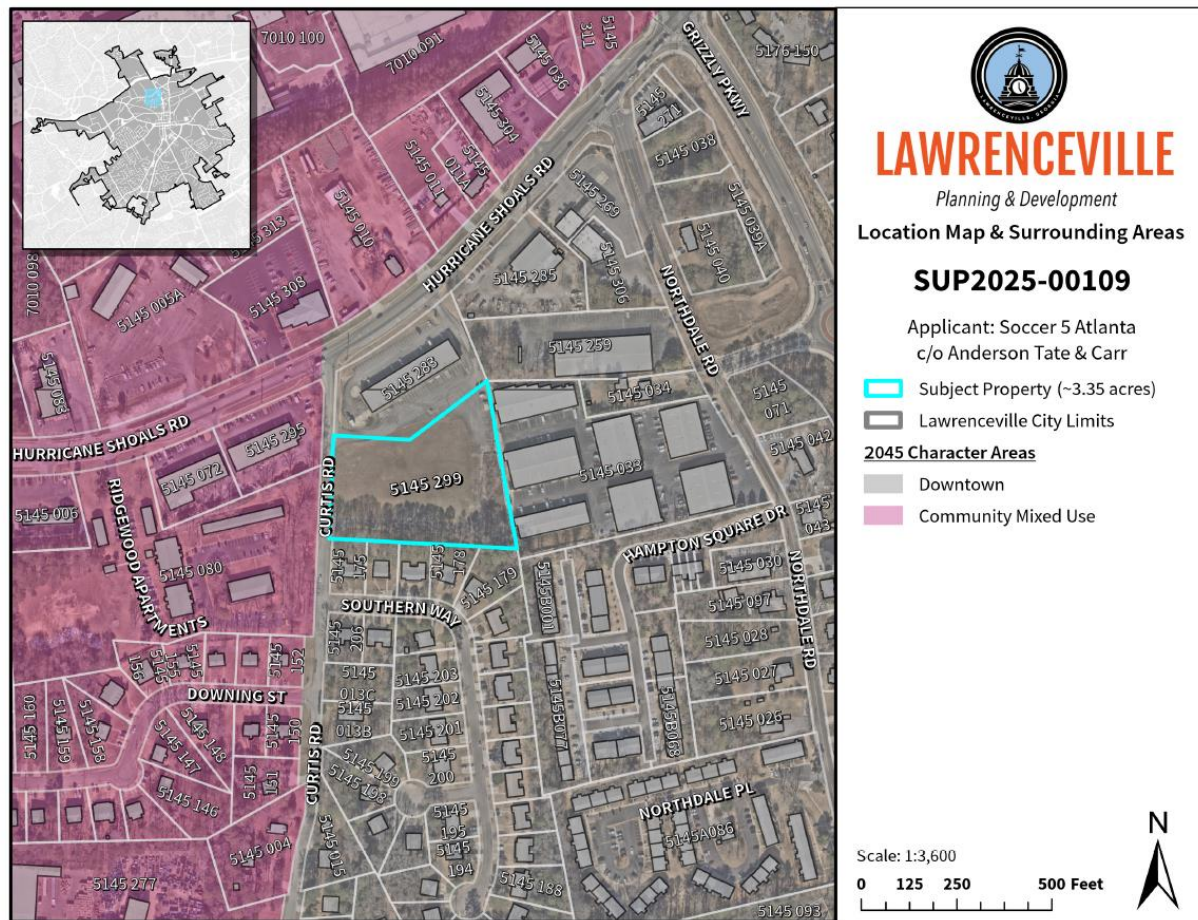
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



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:



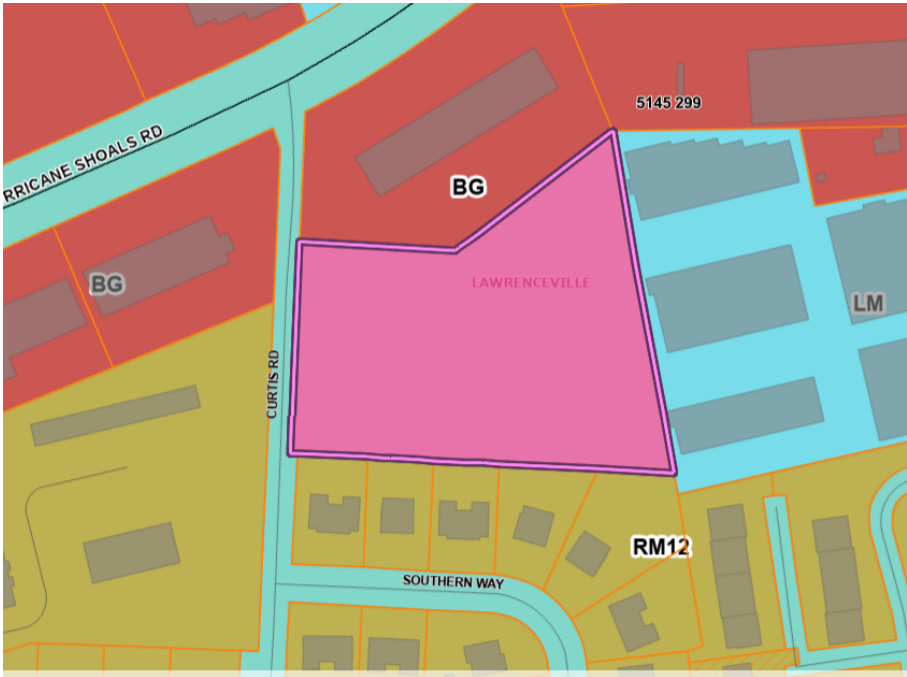
As indicated, the Property is currently zoned BG pursuant to the City of Lawrenceville Zoning Ordinance (the “Ordinance”). The Applicant, Soccer 5 Atlanta (the “Applicant”), now seeks to obtain a Special Use Permit to develop the property into an outdoor recreation facility to include soccer fields of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



VICINITY MAP

UTILITY CONTACTS

WATER
GWINNETT COUNTY PUBLIC UTILITIES
678-325-9631

GAS
CITY OF LAWRENCEVILLE
770-560-0338

POWER
CITY OF LAWRENCEVILLE
770-560-0338

JACKSON EMC
770-882-3249

GEORGIA POWER
404-308-9539

COMMUNICATION
ZATCO FIBER SOLUTIONS
404-249-5144

GWINNETT COUNTY PUBLIC UTILITIES
678-639-4839

CINCOAST
912-402-8531

HARGRAY TELEPHONE
843-484-0342

AT&T
305-409-1542

CHARTER COMMUNICATIONS
800-778-3142

SENEC
GWINNETT COUNTY PUBLIC UTILITIES
678-325-9631

LEGAL DESCRIPTION

ALL THAT TRACT OF PARCEL OF LAND LING IN AND BEING IN LAND LOT 145 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF CURTIS ROAD (HAVING A VARIABLE, NOTH PUBLICLY DEDICATED RIGHT OF WAY) AND THE SOUTHERN RIGHT OF WAY OF HURRICANE SHOALS ROAD (HAVING A 100 FOOT PUBLICLY DEDICATED RIGHT OF WAY), THENCE CONTINUING ALONG SAID RIGHT OF WAY OF CURTIS ROAD SOUTH 63 DEGREES 05 MINUTES 48 SECONDS WEST A DISTANCE OF 168.00 FEET TO A MAG NAIL SET ON THE EASTERLY RIGHT OF WAY OF CURTIS ROAD, SAID MAG NAIL BEING THE TRUE POINT OF BEGINNING;

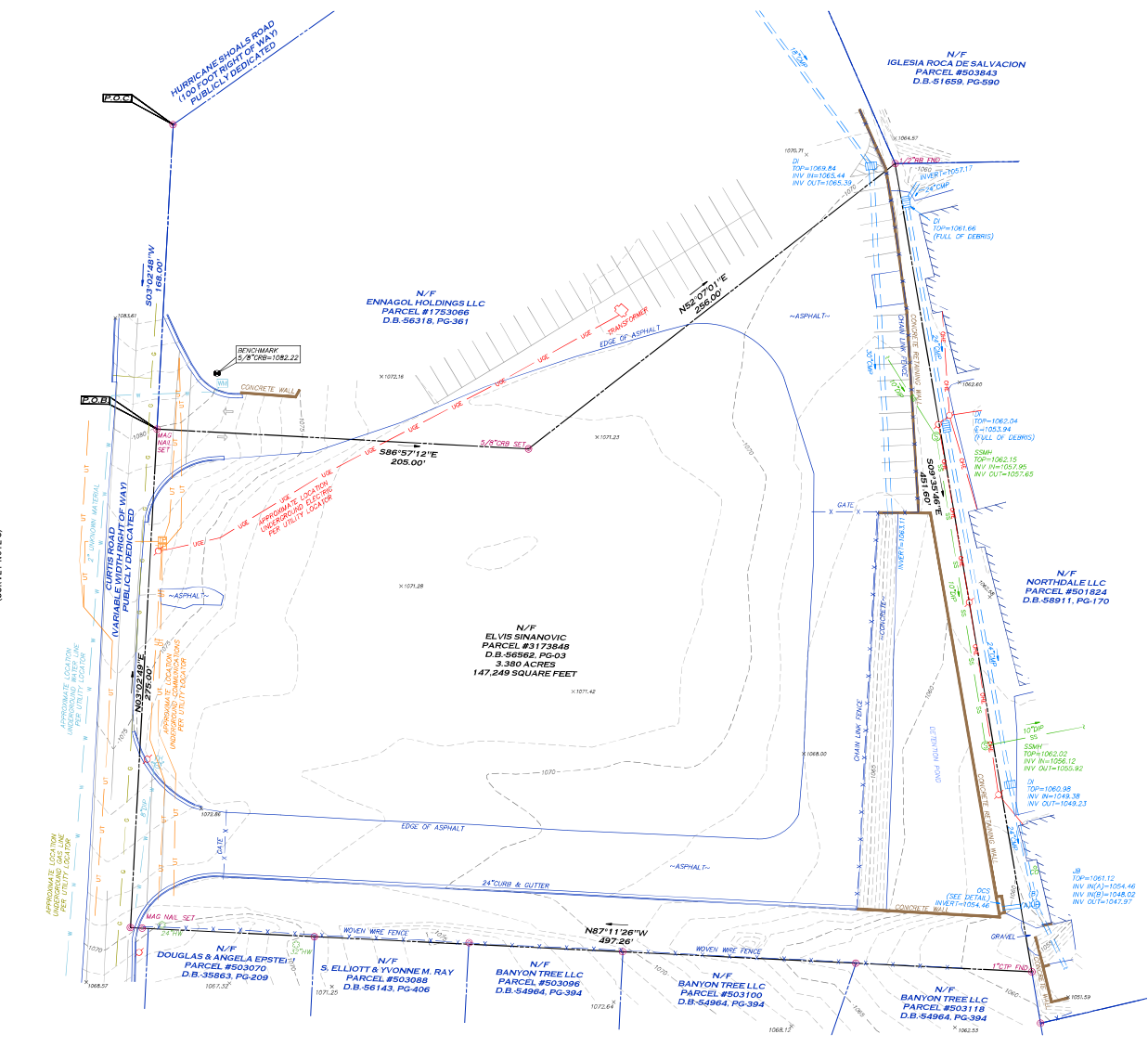
THENCE LEAVING SAID RIGHT OF WAY OF CURTIS ROAD SOUTH 86 DEGREES 31 MINUTES 12 SECONDS EAST A DISTANCE OF 250.00 FEET TO A 5/8 INCH CAPPED REBAR SET; THENCE NORTH 52 DEGREES 07 MINUTES 01 SECONDS EAST A DISTANCE OF 256.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 09 DEGREES 35 MINUTES 46 SECONDS EAST A DISTANCE OF 451.60 FEET TO A 1 INCH CRIMPED TOP PIPE FOUND; THENCE NORTH 87 DEGREES 11 MINUTES 26 SECONDS WEST A DISTANCE OF 847.38 FEET TO A MAG NAIL SET ON THE EASTERLY RIGHT OF WAY OF CURTIS ROAD; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF CURTIS ROAD NORTH 03 DEGREES 02 MINUTES 49 SECONDS EAST A DISTANCE OF 270.00 FEET TO A MAG NAIL FOUND; SAID MAG NAIL BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.880 ACRES (147,249 SQUARE FEET).

THIS PLAT IS A RETAILMENT OF AN EXISTING PARCEL OF PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCELS OF LAND. THE RECORDING INFORMATION OF THE DOCUMENTS, BOUNDARIES, OR OTHER INFORMATION WHICH CAMELED THE PLAT DOES NOT HAVE ANY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR LIABILITY FOR ANY USE OF PARCELS OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETS WITH THE MANUAL TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



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



- SURVEY NOTES**
- 1) PROPERTY SHOWN HEREON WAS SURVEYED APRIL 11, 2022.
 - 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 44,182" WITH AN ANGULAR ERROR OF 3.4 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
 - 3) A SOKKIA IX SERIES ROBOTIC TOTAL STATION, CARLSON BKT7 GPS RECEIVER, AND CARLSON SURVEYOR DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
 - 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 345,352".
 - 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA WITHIN A ZONE DESIGNATION 810N FLOOD INSURANCE RATE MAP NO. 1315500078, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 28, 2006 FOR COUNTY NUMBER 13033, IN GWINNETT COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 - 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BKT7 GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 10 FEET HORIZONTAL AND .06 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
 - 7) UTILITIES SHOWN PER MARKINGS PLACED BY UTILITY-MARKING, L.L.C. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
 - 8) NO OBSERVED EVIDENCE OF CENTERLINES, GRAVESTONES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.
 - 9) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEEDS RECORDED IN DEED BOOK 56562, PAGE 03, GWINNETT COUNTY RECORDS.
 - 10) NO ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON WERE OBSERVABLE AT TIME OF SURVEY.
 - 11) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
 - 12) AT THE TIME OF THE SURVEY, THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
 - 13) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - 14) SUBJECT PROPERTY HAS DIRECT ACCESS TO CURTIS ROAD, BEING A PUBLICLY DEDICATED RIGHT OF WAY.
 - 15) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PARCELS AND RIGHTS OF WAY. NO GAPS, GORES, OR OVERLAPS ARE KNOWN TO EXIST.

PARKING

18 PARKING SPACES
NONE OF WHICH ARE HANDICAPPED

LEGEND

(BEARING/DISTANCE)	DESCRIPTION
---	PROPERTY LINE
---	OVERLAPPING
---	RECORD CALLS
---	BUILDING SETBACK LINE
---	BUILDING SETBACK LINE
---	INDEX CONTOUR
---	MAJOR CONTOUR
X	SPOT ELEVATION
X	WATER LINE
---	UNDERGROUND UTILITY LINE
---	GAS LINE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND ELECTRIC LINE
---	FENCE LINE
---	STORM DRAIN PIPE
---	WATER VALVE
---	WATER METER
---	FIRE HYDRANT
---	GAS METER
---	POWER METER
---	SANITARY SINKER MANHOLE
---	JOINT BOX
---	REBAR
---	CAPPED REBAR
---	OPENED TOP PIPE
---	FOUND
---	MONITORING WELL
---	LANDFILL
---	SIGNAL POLE
---	HARDWOOD

OCS DETAIL

GRAPHIC SCALE

30' 0 30' 60'

1 Inch = 30 Feet

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
1000 CANTERBURY DRIVE
CANTERBURY, GA 30201
WWW.LOWERYLANDSURVEYS.COM
770-334-4886
GEORGIA C.O.A. #154-00102

PREPARED FOR:
FOX BUILDING COMPANY

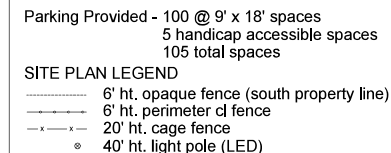
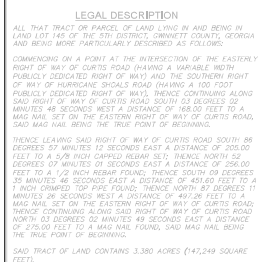
BOUNDARY & TOPOGRAPHIC SURVEY OF:
PARCEL #373848
LAWRENCEVILLE, GA 30046

REVISIONS
DATE: DESCRIPTION

STATE: GEORGIA
COUNTY: GWINNETT
DISTRICT: 5
LAND LOT: 145

Lowery & Associates
LAND SURVEYING, LLC

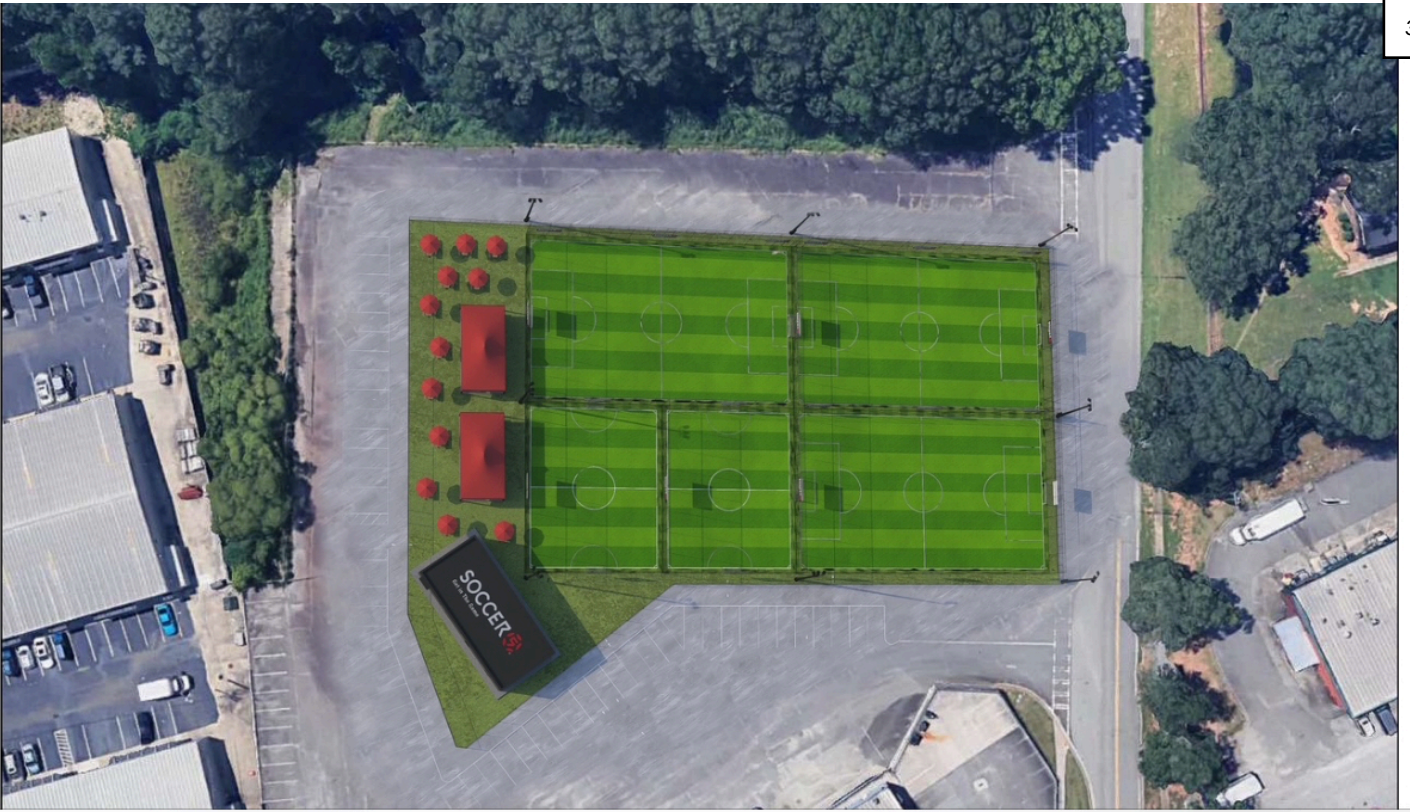
DATE: APRIL 12, 2022
JOB #: 220305
SCALE: 1"=30'
DRAWN BY: D. HALL



SOCCER 
Get in The Game









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

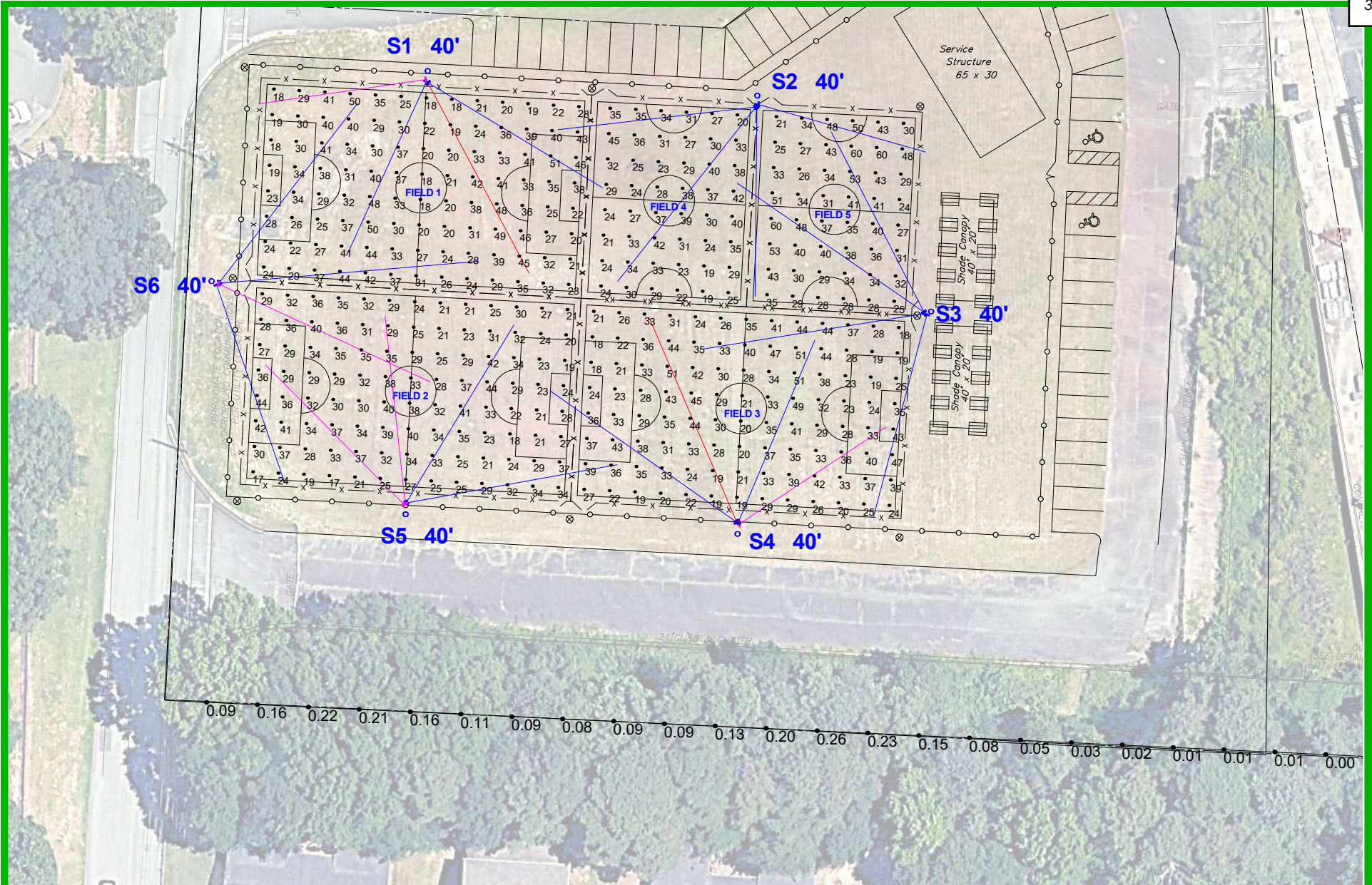
DESIGNER: P. DEL RIO

DATE: 6/1

SLP 2025-00109

RECEIVED JULY 7, 2025

PLANNING & DEVELOPMENT DEPARTMENT



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SPORTS LIGHTING, LLC
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JOB NAME: **LAWRENCEVILLE SOCCER 5**

LOCATION: **LAWRENCEVILLE, GA**

REF# QL-23415

REV: D1-A

DESIGNER: P. DEL RIO

DATE: 6/1/2025

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

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JOB NAME: LAWRENCEVILLE SOCCER 5

LOCATION: LAWRENCEVILLE, GA

REF# QL-23415

REV: D1-A

DESIGNER: P. DEL RIO

DATE: 6/4

SR2025-00109

RECEIVED JULY 7, 2025

PLANNING & DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

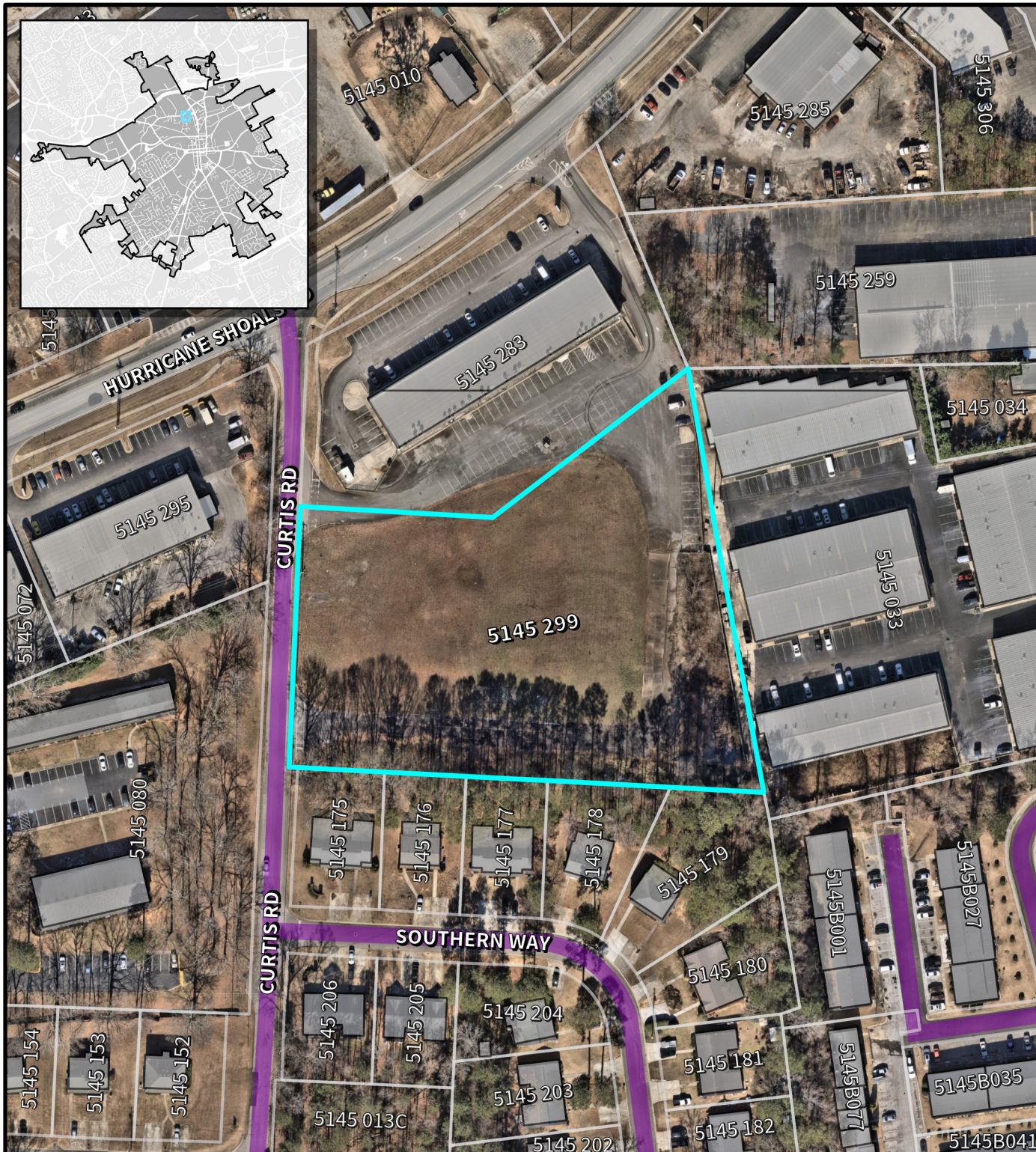
Planning & Development

Location Map & Surrounding Areas

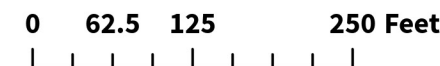
SUP2025-00109

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

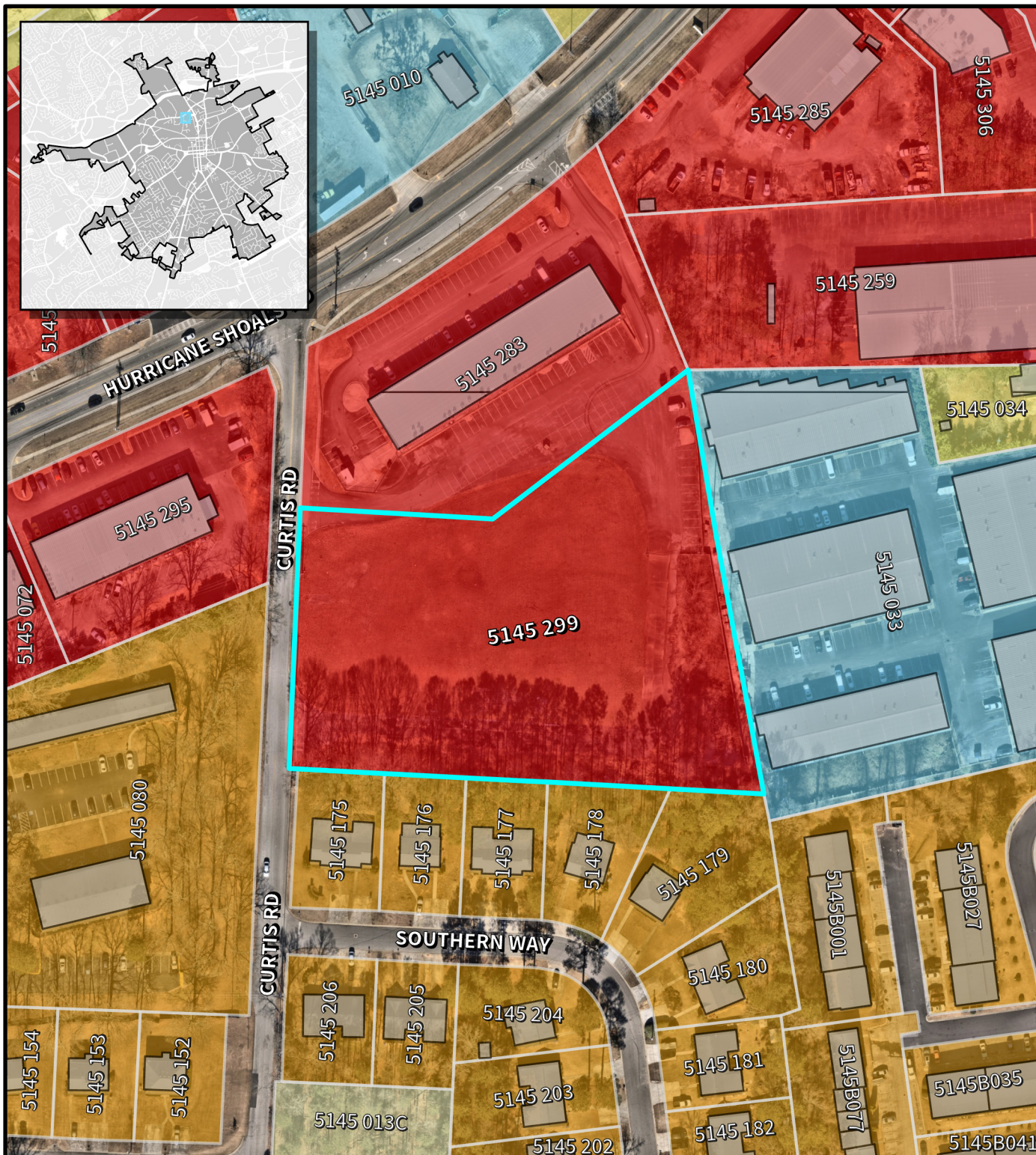
Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

 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





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

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

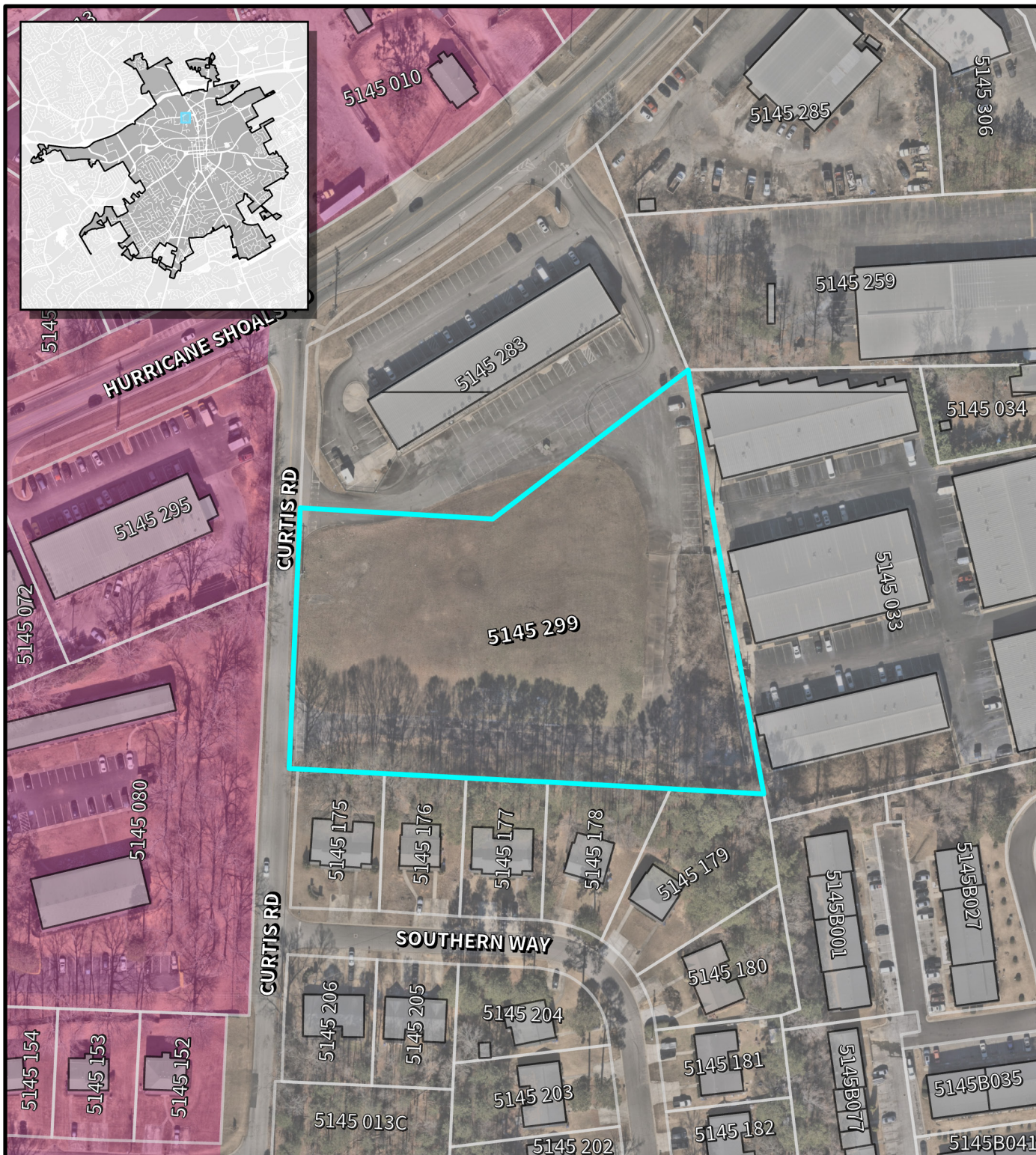
 Subject Property (~3.35 acres)

 Lawrenceville City Limits

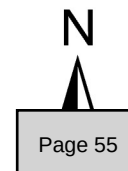
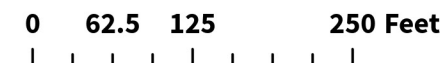
2045 Character Areas

 Downtown

 Community Mixed Use



Scale: 1:1,800





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

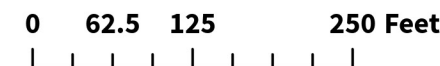
SUP2025-00109

Applicant: Soccer 5 Atlanta
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-  Subject Property (~3.35 acres)
-  Lawrenceville City Limits
-  DDA Boundary



Scale: 1:1,800





LAWRENCEVILLE

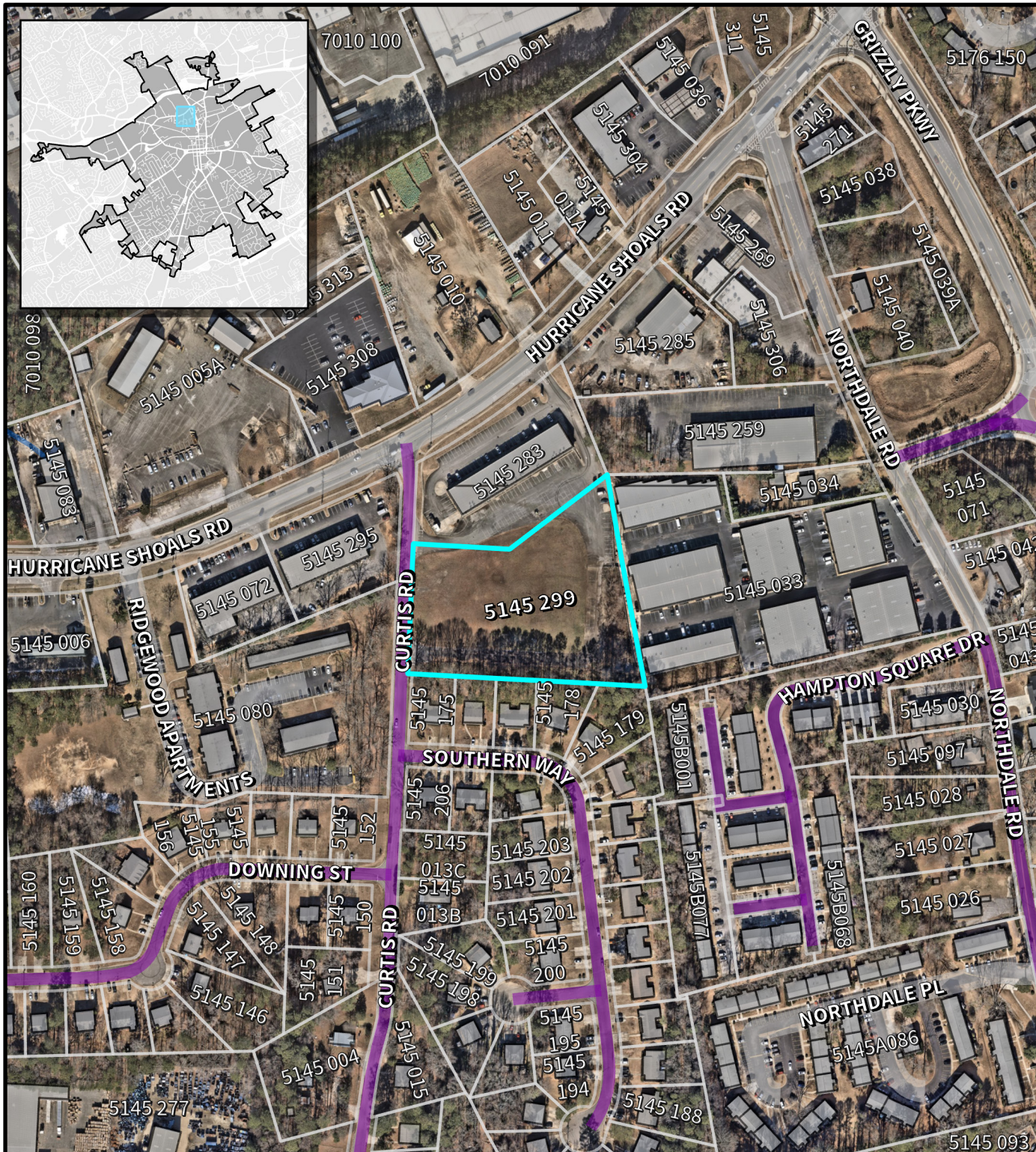
Planning & Development

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

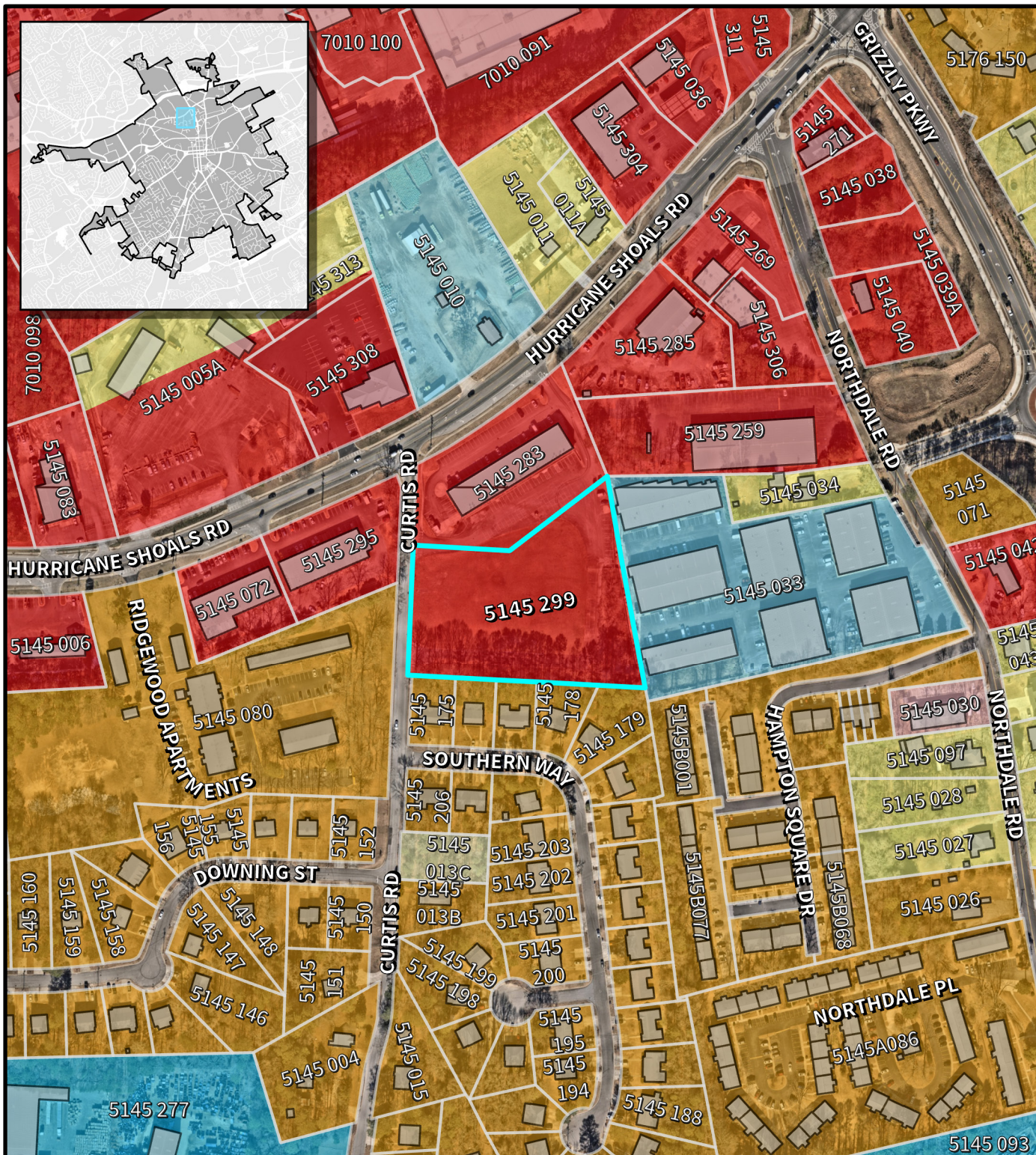
Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

 Subject Property (~3.35 acres)

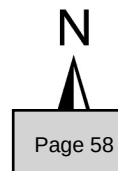
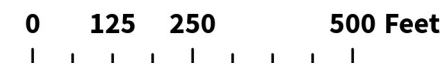
 Lawrenceville City Limits

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



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

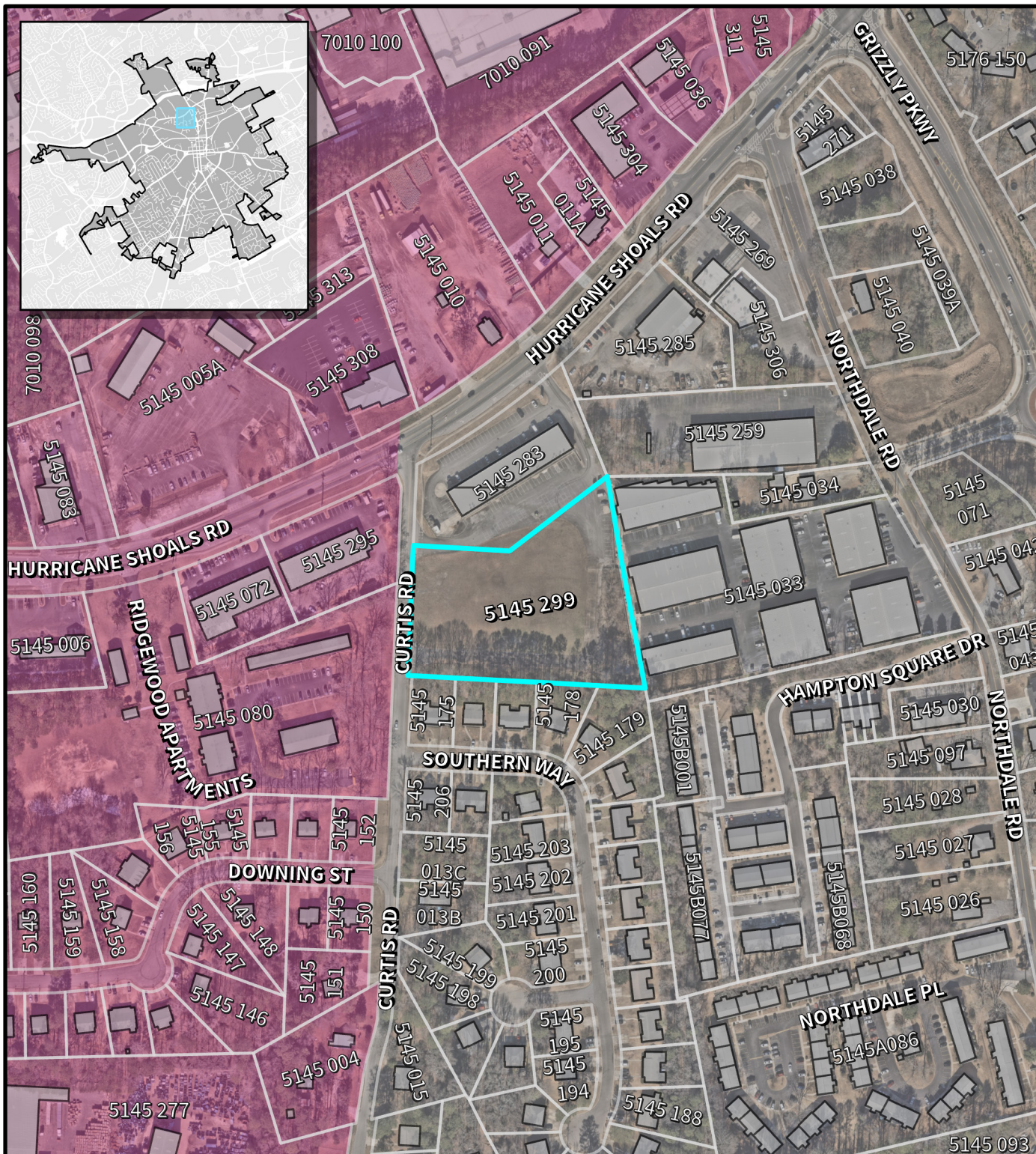
 Downtown

 Community Mixed Use

Scale: 1:3,600

0 125 250 500 Feet

Page 59



Planning & Development

Location Map & Surrounding Areas

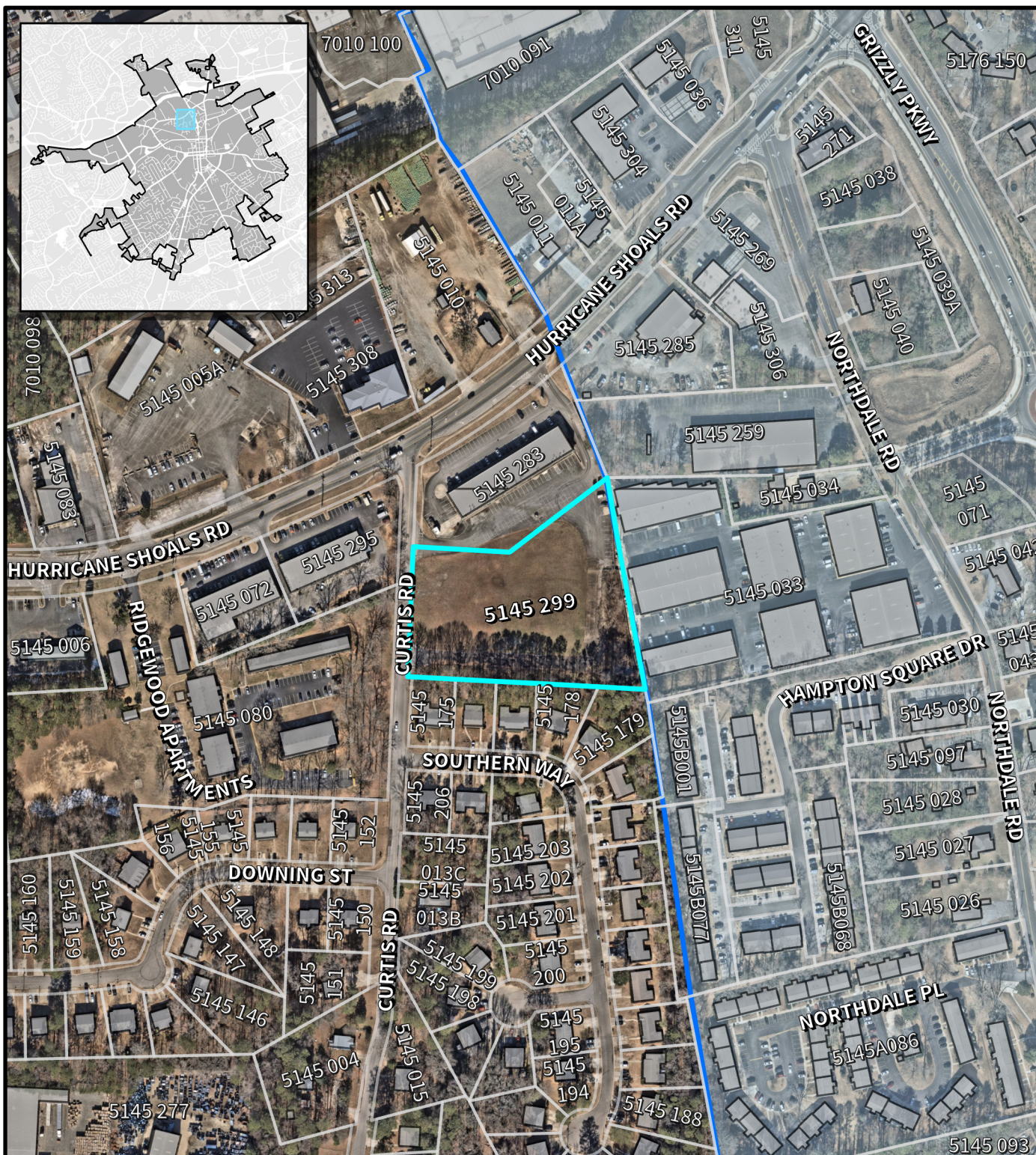
SUP2025-00109

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

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

Scale: 1:3,600

0 125 250 500 Feet





LAWRENCEVILLE

Planning & Development

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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Cloud-Based Phone System
Department:	Information Technology
Date of Meeting:	Wednesday, October 8, 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.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Network Switch Replacement
Department:	Information Technology
Date of Meeting:	Wednesday, October 8, 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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Renewal of Annual Contract — Power Pole Replacement Services (SB015-22)
Department:	Finance and Electric
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Renew contract to 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:

- SB015-22 TabR2.pdf

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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Consideration 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:	Wednesday, October 8, 2025
Fiscal Impact:	
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Award contract to D. Lance Souther, Inc. for Gas Relocation Project at S.R. 81 and S.R. 138 Roundabout (SB003-26) and authorize the Mayor to execute the contract upon review and approval of the City Attorney. Contract to follow award.

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**

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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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Discussion to Amend Chapter 32 of the Code of Ordinances
Department:	City Manager
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	N/A
Presented By:	Barry Mock, Assistant City Manager, Community Development
Action Requested:	Approval 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 Final Draft 09.30.2025.docx
- Chapter 32 Redline of 09.30.2025.docx

Chapter 32 STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES

ARTICLE I. IN GENERAL

Sec. 32-1. Sale of parcels of property too small to be used independently.

The City Council is hereby authorized to sell and convey parcels of property owned by the City which are narrow strips of land so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision regulations or other development ordinances or as streets whether the property is owned in fee by the City or has been obtained by grant of easement. The property may be sold to abutting owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property. Such sales shall not require the use of the process of an auction or solicitation of sealed bids, however, for any such sale each abutting property owner shall be notified of the availability of the property and shall have an opportunity to present a proposal of purchase for said property to the City. Upon receipt of any such proposals from any abutting property owners, the City shall be authorized to negotiate with such property owners, and the City Council shall by motion authorize the sale of such property on such terms as the City Council determines to be appropriate and in the best interest of the City.

Sec. 32-2. Regulation for the renaming of streets.

(a) Applicability

1) Request for renaming a street will be accepted only from an individual or entity meeting one of the following criteria:

- a. A person or entity who owns property fronting the street in question; or
- b. A developer of property, such property having received concept plan approval from the City's Planning and Development Department, that has approved access to the street in question; or
- c. A legally authorized representative of the City, an agency of the U.S. Government, the State of Georgia, or Gwinnett County.

2) Proposed street shall be a street residing within the City Limits of Lawrenceville, GA and be owned and maintained by the City.

3) The proposed name change shall be effective for the entire length of the street that resides within the limits of the City.

4) The renaming of public streets shall only be considered if one of the following criteria is met:

- a. It honors and commemorates a noteworthy person associated with the City, Gwinnett County, the State of Georgia, or the United States of America; or
- b. It commemorates local history, places, events or culture; or
- c. It will strengthen neighborhood identity.

5) Proposed street name should follow the current subdivision regulation requirements for the naming of streets.

6) Commercial names where usage of such name would amount to advertising is prohibited.

(b) Procedure and Application

1) An application requesting a street name change shall be submitted to the Planning and Development Department and contain the following:

- a. A written petition bearing signatures of a minimum of 75 percent of the property owners fronting the street; and
- b. Existing name of street and the proposed name change; and
- c. Reason for requesting change and how it complies with this section; and
- d. Map showing street affected by change; and
- e. The name, address, email, and telephone number of the person requesting the name change.

2) The application shall be processed and scheduled for public hearing as follows:

- a. The proposed name shall be checked by the city to ensure nonduplication.
- b. The application shall be forwarded with the Planning and Development Department's recommendation to the City Council for consideration at the scheduled public hearing.
- c. The final decision on the proposed change shall be made by the City Council after having held the scheduled public hearing.

3) Applications affecting the same street shall not be submitted more than once every 24 months.

4) An application fee of \$500.00 shall be due for the administrative costs associated with processing the request. Government units are exempt from the application fee.

5) Requests initiated by an authorized representative of the City, Gwinnett County, the State of Georgia, or the U.S. Government shall be exempt from submitting a petition in the application.

Secs. 32-3—32-18. Reserved.

PART II - CODE
Chapter 32 - STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES
ARTICLE II. USE OF TOBACCO PRODUCTS AND OTHER SMOKING DEVICES PROHIBITED

ARTICLE II. USE OF TOBACCO PRODUCTS AND OTHER SMOKING DEVICES PROHIBITED¹

Sec. 32-19. Tobacco products and the use of other smoking devices is prohibited in City buildings, vehicles, property, shops and work areas.

(a) *Purpose.*

- (1) Studies by the Surgeon General of the United States, the National Academy of Sciences, and other health organizations have linked passive exposure to tobacco smoke (secondhand smoke) to a variety of negative health conditions in nontobacco users.
- (2) The City Council seek to strike a reasonable balance between the rights of tobacco users and nonusers by regulating tobacco use in and on certain City property.
- (3) In an effort to provide a safer and healthier environment in the City, the City Council implement this article restricting tobacco use in and on certain City property.

(b) *Prohibition.* For purposes of this article, "Tobacco Products and Other Smoking Devices" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco, such as hookahs, or simulate the use of tobacco, such as electronic cigarettes and/or vape devices. No person shall use tobacco products and other smoking devices in any of the following areas except as outlined in designated tobacco use areas designated by the City Manager: City owned or managed buildings, vehicles, shops, property, and work areas.

(c) *Designated tobacco use areas.* The City Manager may designate tobacco use areas outside of City buildings and vehicles in which the use of tobacco products and other smoking devices may be permitted. Department directors shall inform employees of this article and of the location of designated tobacco use areas. The use of tobacco products and other smoking devices will not be permitted in any area which has not been designated as a tobacco use area.

(d) *Violation, penalty and enforcement.*

- (1) The use of tobacco products and other smoking devices in a City owned or managed building, vehicle, shop, property, or work area shall constitute a violation of this article.
- (2) Any person who violates this article shall be liable for a civil penalty not to exceed \$100.00 (plus any applicable surcharges and fees). Each day such violation continues shall constitute a separate offense.
- (3) Persons found in violation of this article shall be issued a citation, which shall direct the person to appear in the Municipal Court at the time and date designated on the citation. The citation shall further inform the person that the fine for violation of the City's tobacco products and other smoking devices use ordinance may be paid prior to the hearing date, in which event there shall be no further need to appear. In the event that there is no prepayment or appearance on the scheduled hearing

¹Editor's note(s)—Ord. No. 2021-2 , adopted Jan. 25, 2021, amended Art. II in its entirety to read as herein set out. Former Art. II, § 32-19, pertained to smoking and derived from Code 2005, § 31-115.

date, the Municipal Court Administrator shall mail the person a notice advising such person of the failure to appear before the Municipal Court. This notice will further advise such person that they have 30 days in which to contact the Municipal Court to resolve the matter. In the event such person fails to contact the court as specified in the letter or fails to pay the fine, then the Judge of the Municipal Court may issue a bench warrant for contempt of court.

- (4) It is the responsibility of all employees of the City to adhere to strict enforcement of this article.
- (5) Employees are encouraged to assist in the implementation of this article by informing the visiting public of restrictions involving the use of tobacco products and other smoking devices and providing direction to areas where such use is permitted, if any.

Secs. 32-20—32-30. Reserved.

ARTICLE III. PARADES AND ASSEMBLIES²

Sec. 32-31. Purpose and intent.

The City recognizes and supports the public's right of assembly and free speech and to utilize designated public facilities for such purposes. At the same time, the City has an important and compelling governmental interest in protecting property, public safety, health and welfare, and controlling use of streets and other public facilities and venues. This article seeks to accommodate public rights of speech and assembly consistent with that governmental interest by establishing procedures, terms, and conditions for use of public areas and facilities for such purposes.

Sec. 32-32. Scope; authority.

This article applies to all public parades and assemblies that may be expected to affect the public, the property or services of the City, to otherwise require an expenditure of time and expenses or create the potential for liability or public disturbance or other substantial concern. This article is adopted in accordance with the authority vested in the City by its Charter, Article IX, Section II, Paragraphs II and III of the Georgia Constitution, O.C.G.A. § 36-35-3 and all other applicable state and federal laws.

Sec. 32-33. Definitions.

In this article, words have their normal meanings, except as defined elsewhere in this Code or in this article as follows:

Administration means the persons designated by section 32-34 to administer this article.

Chief Communications Officer means the person, or his or her designee, holding the position (or any successor position if the name of said position is changed) of chief communications officer of the City.

City means the City of Lawrenceville, Georgia.

²Editor's note(s)—Ord. No. 2019-12, adopted Mar. 4, 2019, amended Art. III in its entirety to read as herein set out. Former Art. III, §§ 32-42—32-47, pertained to similar subject matter and derived from Code 2005, §§ 32-206(1)—32-206(6).

City Clerk means the City Clerk, or his or her authorized designee, of the City.

City Manager means the City Manager, or his or her authorized designee, of the City.

Parade means any march, procession, demonstration, ceremony, or motorcade consisting of persons, animals, or vehicles, or a combination thereof, upon the streets, parks or other public grounds within the City with an intent of attracting public attention, if 30 or more persons are expected to be involved, or that affects or may reasonably be expected to significantly affect the normal flow or regulation of vehicular or pedestrian traffic upon the streets, sidewalks, parks, or other public grounds.

Park and/or recreation facility means all recreation areas in parks, including land, buildings, lakes, ponds, streams, swimming pools, sports fields, cemeteries, and all other property and buildings owned, leased, or managed by the City or any of its departments or agencies, Gwinnett County, the County Recreation Authority, the designated agents or departments of the County or the County Recreation Authority, and including all recreation areas and parks in the City owned by the City, County, State or federal government and managed by the County or the City.

Permit review committee means a review committee composed of the Chief of Police, the Public Works Director, Chief Communications Officer, and the City Clerk, or their designated representative.

Permit means permission for assembly, parade, or use of public facilities issued pursuant to this article.

Person means any person, firm, partnership, association, corporation, company, or organization of any kind.

Police Chief means the Chief of Police of the City or the Chief's designee.

Public assembly means any meeting, demonstration, picket line, rally or gathering that is expected to involve 30 or more persons for a common purpose as a result of prior planning that occupies any public facility or public area in a place open to the general public.

Public facility means a building, structure, park, place or other location or area owned or operated by the City.

Public Works Director means the person, or his or her designee, holding the position (or any successor position if the name of said position is changed) of Director of Public Works of the City.

Sidewalk means any area or way set aside or open to the general public for purposes of pedestrian traffic, whether paved or not.

Street means any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

Sec. 32-34. Administration; permit required.

- (a) *Administration.* This article shall be administered by the permit review committee. The committee may delegate functions related to parade/public assembly requests to other persons but shall retain authority under the interim appeal process established by section 32-47.
- (b) *Permit requirement.* Except as provided in this article, no person may engage in or conduct any parade or public assembly for purposes other than governmental operations of the City unless that person has a current and valid permit issued in accordance with this article.

Sec. 32-35. General exceptions.

- (a) *Permit exceptions.* Permits and prior approvals under this article are not required for:

- (1) Vehicular funeral processions;
- (2) Events approved and permitted under the City's Special Event Policy; or
- (3) Spontaneous events involving a parade or public assembly occasioned by news or affairs coming into public knowledge within five days prior to such public assembly, provided that:
 - a. The event occurs on private property or a public area in a manner that does not unduly disrupt or inconvenience the public in the use of such area; and
 - b. The organizer or sponsor thereof provides written notice, in the form required by the City to include at least the time, place and number of people expected to attend the event, to the Chief Communications Officer, City Clerk, and Police Chief at least 24 hours prior to the start of the of the parade or public assembly, or such other prior notice as may be reasonable under the circumstances.
- (b) *Fees, expense, or other exceptions.* Permits shall be required for all parades or public assemblies or for events seeking to use public facilities. Exceptions and waivers from requirements for payment of fees and expenses, proof of insurance, bonding, or other security may be approved solely in accordance with those sections of this article applicable to such activities or events.

Sec. 32-36. General standards and procedures.

- (a) *Decision-making unrelated to content of expression.* To achieve the purposes of this article without undue interference with protected rights of speech and assembly, decisions to issue, deny, or conditionally approve permits shall not be based on the content of a message associated with the event absent a compelling governmental interest. Notwithstanding that general standard, protections otherwise applicable to speech and assembly are limited and may not extend to speech or assembly that is intended to or has the result of causing public alarm, disruption, falsehood, or other form of expression that is not protected under the laws or constitution of this state or the United States.
- (b) *Time, place and manner controls.* This article seeks to impose reasonable time, place and manner controls in an appropriate and limited manner upon events and facility uses for which permits are required. This article shall be administered in a manner that seeks to allow for expression, assembly, and the exercise of rights in accordance with applicable constitutional and statutory limits and controls.
- (c) *General application timeframe.* Application for permits shall be filed not less than 21 days nor more than one year before the event for which the permit is sought. However, if the event will involve the use of minor collection or higher-level roads/streets (as that term is defined in the Unified Development Ordinance of Gwinnett County, Georgia) or is expected to involve more than 100 individuals, the application shall be filed at least 30 days prior to the event date.
- (d) *Requirements for insurance, bonding or other security.* To avoid interference with protected rights of speech and assembly, any requirement imposed for surety for performance (including, but not limited to, insurance, bonding, or monetary deposits) shall be based upon needs directly associated with the event and not on the basis of possible disruption of the event by protestors or other persons who might be opposed to the speech or assembly.
- (e) *Internal appeal step.* At any point in the permit application and approval process, an applicant who feels aggrieved or substantially and adversely affected by compliance with this article or permit process may request review through an interim appeal procedure under section 32-47.

Sec. 32-37. Standard application process.

- (a) The permit review committee shall create and provide the application form required by this article. The information requested on the application shall be the minimum information that is required of any applicant. The application form shall include information designed to allow the City to act on the application in an informed manner to determine if the application meets the requirements of this article including potential adverse effects as stated herein, and to allow the City to determine what requirements, if any, should be imposed as a condition of issuance of the permit. The permit review committee may amend any application form in whole or in part on such notice as is deemed appropriate under the circumstances, provided that an amendment shall not apply to an application made prior to the formal notice of any proposed amendment to the application form.
- (b) Without limiting the authority of the permit review committee to require reasonable additional information in connection with any specific application, such forms shall require the applicant to identify:
 - (1) The name, physical address, email address, and telephone number of the person or the agent or representative of an organization or entity seeking to obtain the permit.
 - (2) The names, physical addresses, email addresses, and telephone numbers of the headquarters or business location of the organization seeking the permit or organizing or sponsoring the event or activity, if any, and the authorized and responsible heads of the organization.
 - (3) If the application is filed by any person other than an individual applying on the individual's own behalf, the application shall include written authorization from that other person or from a responsible, legally authorized representative of an organizational applicant authorizing the applicant to apply for the permit on its behalf.
 - (4) The requested date, time, and location for the event or activity.
 - a. The location description also shall identify the content of the public and private areas that will be involved in the activity or event.
 - b. The time shall include the time during which the event or activity will be conducted and the time(s) during which preparation, set-up, assembly, clean-up or other actions may occur.
 - (5) The approximate number of persons who are anticipated to attend or participate in the activity or event, including a separate list of the number of any anticipated spectators, protestors, or counter-demonstrators, as appropriate.
 - (6) A description of the activity or event, including a description of specific activities planned during the event.
 - (7) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting signs or devices to be used in connection with the event.
 - (8) A description of any vending, food service, or other similar activities to be provided or allowed during or in association with the parade or public assembly.
 - (9) A description of any additional public facilities or equipment to be utilized in connection with the event.
 - (10) A description of sanitary and waste disposal facilities to be provided, if any.
 - (11) If a parade or otherwise applicable:
 - a. The route to be traveled including the starting point and the termination point;

- b. The approximate number of persons who, and animals and vehicles which, will constitute such parade or public assembly, and the type of animals and description of the vehicles;
 - c. The hours when such parade or public assembly will start and terminate;
 - d. A statement as to whether the parade or public assembly will occupy all or only a portion of the width of the streets and/or sidewalks to be traversed;
 - e. The location by street of any assembly areas for such parade or public assembly and a description of facilities to be used for parking of participants' vehicles;
 - f. The time at which units of the parade or public assembly will begin to assemble at any such area;
 - g. The approximate number of spectators expected.
- (12) Such other information as the permit review committee finds reasonably necessary or appropriate to make a determination as to whether a permit should issue.
- (c) Any person seeking a permit shall file a completed application with the Chief Communication Officer within the time frame required by this article or as stated on the application form, whichever time provides greater opportunity for review of the application by the City. The application shall be signed by the applicant or the applicant's duly authorized representative or agent under oath or affirmation. This application can be obtained in person at City Hall, or on the City website.

Sec. 32-38. Permit application considerations.

- (a) Upon receipt of a completed application, a copy of the application shall be forwarded to the Police Department, Public Works Department and any other department or agency as determined by the permit review committee. Each department shall review the application and provide comments to the Permit Review Committee.
- (b) In determining whether to approve or deny an application for a permit, the Permit Review Committee shall consider the following factors:
 - (1) The potential for the parade, public assembly or event to substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location.
 - (2) The potential for the parade, public assembly or event to require the diversion of so great a number of City police officers to properly police the event as to prevent normal police protection of the City.
 - (3) The potential for concentration of persons, animals, and vehicles at public assembly points of the parade, public assembly or event to unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to public assembly areas.
 - (4) The potential for the conduct of the parade, public assembly or event to cause injury to persons or property.
 - (5) Comments submitted by the departments listed in subsection (a).
 - (6) Applications or permits for parades, public assemblies, or other events for reasonably contemporaneous times and proximate locations which might unduly inconvenience the public in the use of public facilities, or unreasonably strain public facilities or services, or otherwise have an immediate and adverse effect upon the welfare and safety of persons and property.

Sec. 32-39. Standards for action on application.

A permit shall be issued when, from a consideration of the application and from such other information as may otherwise be obtained, the permit review committee finds that:

- (1) The application is complete and sets forth accurately and in sufficient detail the information required for consideration.
- (2) Conduct of the event will not unduly inconvenience either the public in using public areas normally open for general public use or the City in the conduct of governmental operations.
- (3) Adequate sanitation and other required health facilities are or will be made available in or adjacent to the area in which the event will be held.
- (4) There are sufficient parking places near the site of the event to accommodate the number of vehicles reasonably expected.
- (5) The applicant has secured or provided for the cost of additional police protection or otherwise arranged for event security, if any, as may be required under section 32-42.
- (6) The applicant has paid or provided for payment of any expenses or costs as may be required under section 32-41.
- (7) No event is scheduled elsewhere in the City where city resources (including, but not limited to, law enforcement, fire, or public works personnel) required for the events are so great that their deployment would have an immediate and adverse effect upon the welfare and safety of persons and property.
- (8) No permit may be issued that allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk, or right-of-way unless advance approval for the erection or placement of the structure is obtained from the City.

Sec. 32-40. Expedited or extended application review.

- (a) Upon request of an applicant, the permit review committee may agree to an expedited application review when the applicant demonstrates that compliance with the standard review process (1) is not required due to size, location, duration, or other appropriate factors, indicating that public safety, welfare, and convenience would not be affected by expedited review or (2) would substantially burden protected rights, including speech and assembly, as to matters of public concern and the expedited review process would allow reasonable review to address substantial matters of public safety, welfare, and convenience.
- (b) Upon determining that the size, location, duration, or other appropriate factors that affect public safety, welfare, and convenience, require more intensive review of an application, the permit review committee, after notice to the applicant, may extend the standard review period by a time not to exceed 72 hours.

Sec. 32-41. Fees.

- (a) A non-refundable application processing fee of \$50.00 to cover administrative costs of processing the permit application shall be paid to the City by the applicant when the application is filed.
- (b) The city may require the applicant to pay rental fees, service charges, or costs incurred by the City in accordance with this article.

Sec. 32-42. Police protection; public works and other.

(a) *Police protection.*

- (1) If possible, without disruption of ordinary police services or compromise of public safety and welfare, regularly scheduled on-duty police personnel shall cover the event.
- (2) When reviewing an application, the police chief shall determine whether and to what extent additional police protection is reasonably necessary for the event for traffic control and public safety and welfare, including public convenience. The police chief shall base this decision on relevant criteria including, but not limited to, the size (including participants, spectators, counter-demonstrators), location, duration, time and date of the event; the number of streets and intersections blocked; and the need to detour or preempt public travel and use of streets and sidewalks.
- (3) The speech content of the event shall not be a factor in determining the amount of police protection necessary.
- (4) If additional police protection for the event is deemed necessary by the police chief, he shall so inform the permit review committee and applicant. The applicant shall be responsible for bearing the cost of the additional police protection deemed necessary by the Police Chief.

(b) *Public works.* Based on the scope of the assembly the City shall determine the need for additional public works-related services, such as lighting, refuse receptacle and pick-up, sanitary facilities, traffic control signs, devices, or personnel. If any of these additional services are determined to be needed, all such services shall be provided at the expense of the applicant.

(c) *Other expenses.* In circumstances where the event itself may be expected to cause the City to incur additional, extraordinary expenses, the permit review committee shall identify such expenses and the basis for determining them to be extraordinary. Such expenses may be imposed upon the applicant as a condition of approval of the permit.

Sec. 32-43. Non-discrimination.

The permit review committee shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this article based upon political, religious, ethnic, race, disability, sexual orientation or gender-related grounds or other criteria that would constitute a violation of state or federal law.

Sec. 32-44. Recurring events; continuing permits.

Regularly held and scheduled events shall obtain a permit in accordance with the City's Special Event Policy.

Sec. 32-45. Administrative action on application.

- (a) Upon receiving an application, the permit review committee shall determine within 48 hours if the application is complete or if any additional preliminary information is required and shall so inform the applicant. The applicant shall provide such required information prior to further consideration of the application. The requirement to supplement the application at this stage does not prevent the permit review committee from requiring additional information during its review and action upon the application.
- (b) After accepting an application, the permit review committee shall forward it for review and comment to the Police Department, Public Works Department, and to any other city department, employee, official or board

deemed appropriate. Such review and comment shall occur within three days unless that period is extended by the permit review committee.

- (c) The permit review committee also may refer the application for review by other governmental entities (e.g. county, regional or state authorities) as deemed appropriate.
- (d) After receiving comments from such reviews and after considering such other information as deemed appropriate, the permit review committee may require the applicant to submit additional information or respond to the reviews and recommendations or impose such conditions as are appropriate under the circumstances.
- (e) Upon completion of the foregoing, the permit review committee shall act on the application. The permit review committee may approve, amend, approve with conditions, or deny the application. For any action other than approval as submitted, the permit review committee shall include a brief summary of the reasons for the decision.
- (f) Unless otherwise provided in this article or agreed to by the applicant, the permit review committee shall act on an application within seven days after determining that the application is complete in accordance with subsection (a) of this section. If a completed application has been submitted in a timely manner, the permit review committee shall in any event act upon the application and provide notice to the applicant in accordance with section 32-46 no later than two days prior to the event.
- (g) The permit review committee may authorize the conduct of the event at a date, time, location, or route different from that proposed by the applicant. An applicant desiring to accept such an alternate permit shall so notify the permit review committee in writing not less than three days after notice of the permit review committee's action, or, if less than five days remain before the event after notice of the permit review committee's action, within 24 hours. An alternate permit shall conform to the requirements of, and shall have the effect of, a permit issued under this article.
- (h) A person aggrieved and directly affected by a decision of the permit review committee under the section may file an interim or final administrative appeal pursuant to section 32-47.

Sec. 32-46. Notice of action on application.

The permit review committee shall act upon a timely filed application for permit in accordance with section 32-45. The permit review committee shall notify the applicant of action on the application either by personal delivery, email or certified mail at least at least 48 hours prior to the event. If the application is denied, approved with conditions, or otherwise modified, the notification shall include a statement of the reason(s) for such action.

Sec. 32-47. Interim and final appeals.

An applicant or other person who is directly affected by a decision of the permit review committee under this article may file an appeal of the decision as provided in this section.

- (1) *Interim appeal.* Prior to a final decision by the permit review committee, an applicant who claims that delay, imposition of conditions, or other action by the City violates any applicable law or unreasonably and improperly interferes with constitutionally protected rights, may file an interim appeal as follows:
 - a. The applicant shall notify the Permit Review Committee in writing of the claim specifying in detail the basis for the claim. The Permit Review Committee shall review the notice and determine if administrative action will adequately resolve the problem.
 - b. If the applicant is not satisfied by such administrative action, the applicant may file a written appeal within 48 hours to the City Manager, with a copy to the City Clerk specifying the grounds

for the appeal. The City Manager shall review the appeal to determine if he/she will hear the matter or if he/she determines that grounds for appeal are not properly set forth.

- c. If the City Manager determines that the appeal will not be heard, he/she shall notify the applicant within 24 hours of such decision. If the appeal proceeds, the City Manager shall schedule a hearing on the matter within two days with such notice to the applicant as is deemed appropriate under the circumstances. At the hearing, the City Manager shall hear the applicant, the permit review committee, and such other persons as may be allowed to speak. Within 48 hours after the hearing, the City Manager shall issue his/her decision in writing and shall so notify the applicant.
- (2) *Appeal of final action.* The applicant or any person directly affected by final administrative action on an application may file a written appeal with the City Manager with a copy to the City Clerk no later than three days after the final action. The appeal shall state with specificity the grounds for the appeal. The City Manager may deny an appeal without a hearing if he/she determines on the face of the appeal (within 14 days of the filing of the appeal) that it has no merit and shall so notify the applicant and other directly affected parties in writing within 48 hours after such determination. If the appeal proceeds, the City Manager shall schedule a hearing within 14 days of the filing of the appeal. The appeal hearing shall be limited to the grounds stated in the appeal. The appellant/applicant (if not the appellant), the Permit Review Committee, and other persons directly affected may speak or submit evidence at the hearing. The City Manager may determine who is permitted to participate in the hearing. The City Manager shall issue his/her decision on the appeal, stating the reasons for the decision, within five business days after the hearing.

Sec. 32-48. Duties of permittees.

- (a) A permittee shall comply with all requirements of this article, all permit terms and conditions, and all applicable laws and ordinances in effect at the time of the event.
- (b) The individual identified in the application as the agent or representative of the applicant/permittee, or some other person designated in the permit, shall have the permit in his or her possession at all times during the event for which the permit is issued.

Sec. 32-49. General prohibitions.

It shall be a violation of this article for any person:

- (1) To stage, present, or conduct any event for which a permit is required by this article without first having obtained a permit;
- (2) To participate in an event which that person knows is required to have a permit under this article when that permit has not been issued; or
- (3) When the person is the permittee, or an agent or representative of a permittee, to knowingly fail to comply with any term of condition of the permit.

Sec. 32-50. Specific prohibitions.

In addition to any other prohibitions set forth in this article, the following prohibitions apply to permits for parades and public assemblies. No person may:

- (1) Engage in any parade or public assembly activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property.
- (2) Carry or possess any length of lumber, wood, or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth-inch or less in thickness and two inches or less in width or if not generally rectangular in shape, such object shall not exceed three-fourths-inch in its thickest dimension. Metal of any kind shall be prohibited.
- (3) Carry any sign, poster, plaque, or notice, whether or not mounted on a length of material as specified in subdivision (2), unless such sign, poster, plaque, or notice is constructed or made of cloth, paper, or cardboard material.
- (4) Utilize sound amplification equipment or noise levels that violate applicable city ordinance(s) or that otherwise causes substantial interference with public health and welfare so as to cause a public nuisance.
- (5) Ride, drive, or cause to be ridden or driven any animal-drawn vehicle upon any public street, unless specifically authorized by the permit.

Sec. 32-51. Content of permit.

- (a) Each parade or public assembly permit shall state the following information:
 - (1) Starting and approximate ending time;
 - (2) Minimum speed of parade units;
 - (3) Maximum speed of parade units;
 - (4) The portions of the streets that may be occupied by the parade or public assembly;
 - (5) The maximum length of the parade in miles or fractions thereof.
- (b) A permit also shall contain such other information as the permit review committee deems appropriate for the purposes of this article, including any conditions or limitations upon exercise of the permit.

Sec. 32-52. Notice of approved permit.

- (a) Upon the issuance of a parade or public assembly permit, the permit review committee shall promptly send a copy of the permit to the Police Chief; the City Clerk; and the Public Works Director.
- (b) A copy of any permit issued under this article shall be deemed a public record and shall be available for public inspection.

Sec. 32-53. Commercial parades or assemblies.

- (a) Parades or public assembly permits that seek to utilize public facilities where the primary purpose of the event is to promote any products, goods or event that is primarily for private profit-making purposes may be approved only if:
 - (1) The public facility is not otherwise required for use for public purposes;
 - (2) All costs to the City, direct and indirect, are reimbursed in full by the sponsor of the event; and
 - (3) The application satisfies all other provisions of this article.

- (b) The limitation on advertising and promotion of commercial products, goods or events shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in a parade or public assembly conducted primarily by a not-for-profit organization or for a related purpose.
- (c) The limitations set forth in this section are not intended to prevent assemblies or parades conducted for private profit purposes conducted on private property in full accord with local land use and other ordinances and which incidentally may utilize public streets, sidewalks or other places. However, a permit must be obtained under this article for such incidental uses.

Sec. 32-54. Public conduct during parades or public assemblies.

- (a) No person may unreasonably hamper, obstruct, impede, or interfere with any parade or public assembly or with any person, vehicle, or animal participating or used in a parade or public assembly.
- (b) No driver of a vehicle shall drive between the vehicles or persons comprising a parade or public assembly when such vehicles or person are in motion and are conspicuously designated as a parade or public assembly.
- (c) The Police Chief (or other appropriate board or official), when reasonably necessary, may prohibit or restrict the parking of vehicles along a street constituting a part of the route or location of a parade or public assembly. The police chief (or other board or official) shall post signs to that effect. Any person who parks or leaves a vehicle unattended in violation of such requirement in a posted area shall be guilty of a violation (or other offense) in accordance with city parking ordinances.

Sec. 32-55. Participation in event; restrictions.

- (a) *Participation.* An event for which a permit is issued to a private entity that is not part of the local government of the City or an event that is not sponsored directly or indirectly by the City shall not be deemed state or governmental action. Accordingly, the City shall not compel or otherwise direct the inclusion or exclusion in the event of any group or class of individuals.
- (b) *Restrictions on participation.* An event subject to this article may be limited as to the number of participants in the interest of safety, health, public order, and adequacy of facilities and security. If the number of participants is so limited, the permit shall specify an objective manner in which participants are selected and shall provide an expedited manner of appealing any exclusion in accordance with section 32-47. The number of participants also may be restricted by order of the Police Chief, even if not limited in the permit, based on considerations of public health, safety and welfare.

Sec. 32-56. Cost recovery.

If a permittee fails to pay costs or take actions required under this article, the City, after requesting the permittee for payment, may seek to recover such costs from the permittee or other responsible person by appropriate legal action. If the City prevails in any such action for recovery, it shall be entitled to reimbursement of any costs incurred in seeking such recovery, including court costs and attorney's fees. Cost recovery from permittees and participants shall be focused upon the conduct of the permittees and authorized participants and not on conduct of observers or others over whom permittee cannot reasonably be expected to exercise control.

Sec. 32-57. Revocation or suspension of permit.

- (a) The permit review committee may suspend or revoke any permit issued under this article upon finding any violation of this article, the terms or conditions imposed in the permit, or for any other action deemed

detrimental to public health and safety. Such revocation shall take effect immediately, and the permit review committee shall promptly notify the permittee of revocation. After revocation, the permittee may not conduct the event, or if the event has commenced, shall immediately cause the event to be terminated in a safe and proper manner.

- (b) If a public emergency arises where city resources required for the emergency are so great that deployment of city personnel, equipment or services for a parade or public assembly would have an immediate, adverse effect upon welfare and safety of persons or property, the Permit Review Committee may suspend or revoke the permit and the permittee shall comply with such directives as the Permit Review Committee may impose.

Sec. 32-58. Enforcement.

This article may be enforced by injunction, restraining order, declaratory relief or such other order as may be imposed by a court with appropriate jurisdiction.

Sec. 32-59. Violations/penalties.

It shall be unlawful for any person to violate this article or to violate or deviate from the terms or conditions of any permit issued under this article. A violation of this article or the terms or conditions of a permit shall be punishable by a fine not to exceed \$1,000.00 (not including added surcharges or fines authorized by state law) or six months in jail or any other remedy the City determines to be reasonable.

Sec. 32-60. Judicial review.

Any person aggrieved by a decision under this article may appeal from that decision to a court with appropriate jurisdiction in accordance with applicable statutes or court rules. Any person who is granted standing to file administrative appeals pursuant to section 32-47 shall first exhaust such administrative remedies prior to seeking judicial relief.

Secs. 32-61—32-65. Reserved.

ARTICLE IV. CITY HALL AND MUNICIPAL COURT OPERATING REGULATIONS

Sec. 32-66. Title.

The following article is adopted and shall apply to the operation of City Hall , which is located at 70 South Clayton Street, Lawrenceville, Gwinnett County, Georgia. The provisions of these regulations shall apply to all persons and personnel entering City Hall. The guidelines of this operating procedure shall apply to all employees, agencies, and departments operating in City Hall.

Sec. 32-67. Police enforcement.

The City of Lawrenceville Police Department shall be the chief security force for City Hall, including, but not limited to, the Court operations.

Sec. 32-68. Inspection of items.

Packages, briefcases, and any other containers brought into or being removed from City Hall shall be subject to inspection by the Police. By entering into City Hall premises, the parties are waiving their right to have their person inspected in order to maintain absolute security and safety of the premises.

Sec. 32-69. Hours of operations.

City Hall shall be open to the public during normal business hours. The normal business hours of City Hall are 8:00 a.m. to 5:00 p.m., Monday through Friday, or as otherwise designated by the City Manager. City Hall shall be closed on holidays which have been designated by the City Council. City Hall may be closed to the public during normal business hours when situations require this action to ensure the safety of city personnel or the orderly conduct of business. The decision to close City Hall during normal business hours shall be made by the City Manager.

Sec. 32-70. Damage or destruction of City Hall.

The willful destruction of or damage to City Hall or its contents, the creation of any hazards to persons within City Hall and the throwing of articles of any kind within City Hall or from any level of City Hall is prohibited.

Sec. 32-71. Official signs.

Persons entering City Hall shall at all times comply with the official signs of a prohibitory, regulatory, or directory nature and with the instructions and directives of the Police and any other designated employees of the city.

Sec. 32-72. Disorderly conduct.

Any unwarranted loitering, disorderly conduct, or other conduct in City Hall which creates loud or unusual noise or nuisance; unreasonably obstructs the usual entrances, foyers, lobbies, corridors, offices, restrooms, elevators, stairways, or courtrooms; or otherwise impedes or disrupts the performance of official duties of the City Council, Court personnel, and other City personnel; or prevents the general public from obtaining the services provided in the City Hall in a safe and timely manner, is prohibited.

Sec. 32-73. Influence of alcohol and drugs.

No person shall enter or remain in City Hall while under the influence of alcoholic beverages or drugs. This prohibition shall not apply in cases where a drug has been prescribed by a licensed physician.

Sec. 32-74. Animals.

Dogs and other animals shall not be brought into City Hall for any purpose. The only exceptions to this provision are animals used as seeing-eye dogs or other service animals, and animals brought into City Hall by city employees acting in their official capacity.

Sec. 32-75. Soliciting or distributing materials.

Posting or affixing materials, such as pamphlets, handbills, or flyers, and the posting or affixing of said items on bulletin boards or elsewhere within City Hall is prohibited except as authorized in writing by the City Manager.

Sec. 32-76. Weapons.

No unauthorized person shall enter, or while in City Hall, carry or possess firearms or dangerous weapons, knives, explosives or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed.

Sec. 32-77. Electronic devices to be turned off or silenced.

All electronic devices shall be turned off or silenced in areas designated within City Hall with the exception of emergency responders. All electronic devices shall be turned off in courtrooms and court processing areas, unless otherwise specifically authorized by the Municipal Court Judge.

Sec. 32-78. Law enforcement officers.

Law enforcement officers or other public officials who are required to carry firearms in performance of their duties shall observe the following when carrying firearms in City Hall:

- (1) No person shall carry a firearm into any courtroom without first obtaining permission from the Judge presiding, except officers assigned to provide security for the courtroom.
- (2) Persons authorized to bring firearms into City Hall shall be in uniform or, if permitted to wear civilian clothes, must display, in clear view of the public, their official badge or their agency's official identification card.
- (3) Employees of private security agencies are prohibited from bringing firearms into City Hall.

Sec. 32-79. Enforcement and penalty.

The Police Chief shall be primarily responsible for enforcement of these regulations, along with such parties as he shall designate. Any person refusing to comply with the provisions of these regulations shall be removed from City Hall or detained and brought before the Judge of the Municipal Court for disposition of an appropriate citation. Violations of these regulations shall be punishable by a finding of contempt, if appropriate, or shall be punishable in accordance with the provisions of this Code. In the enforcement of punishment set forth in this section, the Municipal Court is authorized to use any combination of fines, citations, restitution, and imprisonment.

Sec. 32-80. Remedies not exclusive.

Notwithstanding anything contained in this regulation, the provisions of these regulations are not intended to amend, appeal, or abrogate in any way any other State, County, or local laws, rules, or regulations applicable to City Hall.

ARTICLE V. RIGHT-OF-WAY ENCROACHMENT

Sec. 32-81. Declaration of findings and purpose, scope, authority, and definitions.

- (a) *Intent and purpose.* The City of Lawrenceville (the "City") is vitally concerned with the use, construction within, and occupancy of all rights-of-way in the City as such rights-of-way are a valuable and limited resource which must be utilized to promote the public health, safety, welfare, economic development of the City, and to protect public work infrastructure. This ordinance prescribes the minimum requirements for the accommodation of public and private entities within the City's Rights-of-Way and established a uniform permitting and inspection process and reasonable regulations.
- (b) *Scope.* The provisions of this chapter shall apply to all utilities, entities and facilities occupying the rights-of-way as provided herein. Activities included in this article are but not limited to, construction in the right-of-way, including paving, lane closures, sidewalk repair, outdoor right-of-way operations, etc.
- (c) *Authority.* Pursuant to O.C.G.A. §32-4-92(a)(10) the City may grant permits and establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances of any utility in, on, along, over, or under any part of its municipal street system. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public Rights of Way.
- (d) *Definitions.* For the purposes of this chapter, the following terms, phrases, words, and their derivations have the meanings set forth herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "sections" are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms whether or not capitalized.
 - (1) *Broadband Services* means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:
 - (i) Access to the internet; or
 - (ii) Computer processing, information storage, or protocol conversion.
 - (2) *City* means the City of Lawrenceville, Georgia;
 - (3) *City Clerk* means the City Clerk of the City of Lawrenceville, Georgia, or his or her designee;
 - (4) *City Engineer* means the City Engineer of the City of Lawrenceville, Georgia, or his or her designee;
 - (5) *Codified ordinances* means the codified ordinances of the City of Lawrenceville, Georgia;
 - (6) *Construct* means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the right-of-way;
 - (7) *Construction* means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the right-of-way;
 - (8) *Emergency* means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property;

- (9) Entity means the owner, lessor, renter, or manager of the property along the right-of way including a utility and facility;
- (10) *Facility* or *facilities* means any tangible thing, including, but not limited to, pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any utility in, on, along, over, or under any part of the rights-of-way within the City;
- (11) *Facilities representative(s)* means the specifically identified agent(s)/employee(s) of a utility who are authorized to direct field activities of that utility and serve as official notice agent(s) for facilities related information. Utility shall be required to make sure at least one of its facilities representatives is available at all times (on-site) to receive notice of, and immediately direct response to, facilities related emergencies or situations;
- (12) *FCC* means the Federal Communications Commission or any successor thereto;
- (13) Operator or Permittee means the owner, lessor, renter, or manager of the property along the right-of way;
- Permit* means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any public right-of-way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Code of Ordinances;
- (14) *Right(s)-of-way* means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing facilities;
- (15) *Service(s)* means the offering of any service by a utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a utility between two or more points for a proprietary purpose to a class of users other than the general public;
- (16) *Service agreement* means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to law and accepted by a utility or entered into by and between the City and a utility, which allows such utility to operate or provide service within the geographic limits of the City;
- (17) *Street* or *streets* means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, tunnels and public places of the City within the corporate limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof;
- (18) *Transfer* means the disposal by the utility, directly or indirectly, by gift, assignment, sale, merger, consolidation, or otherwise, of more than 50 percent at one time of the ownership or controlling interest in the facilities, or of more than 50 percent cumulatively over the term of a written approval of registration of such interests to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert;
- (19) *Unused facilities* means facilities located in the rights-of-way which have remained unused for 12 months and for which the utility is unable to provide the City with a plan detailing the procedure by which the utility intends to begin actively using such facilities within the next 12 months, or that it has

a potential purchaser or user of the facilities who will be actively using the facilities within the next 12 months, or, that the availability of such facilities is required by the utility to adequately and efficiently operate its facilities;

- (20) *Utility or utilities* means all privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, utility, service, contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.

Sec. 32-82. Right of Way registration.

- (a) *Administration.* The City Clerk shall be the city official responsible for the administration of this section.
- (b) *Registration required.*
- (1) Each entity who occupies, uses or has facilities in the rights-of-way at the time of passage of this article, including by lease, sublease or assignment, to operate facilities located in the rights-of-way, unless specifically exempted by state or federal law or this Code, shall file a registration statement with the City Clerk within 90 days of the effective date of this article.
 - (2) Following the effective date of this article from which this section is derived, each entity who seeks to have facilities located in the rights-of-way under the control of the City, unless specifically exempted by state or federal law or this Code, shall file a registration statement with the City Clerk.
- (c) *Registration procedure.* The registration information provided to the City shall be on a form approved by the City Clerk and include, but not be limited to:
- (1) The name, legal status (i.e., partnership, corporation, etc.), street address, email address, and telephone numbers of the entity filing the registration statement (the "registrant"). If the registrant is not the owner of the facility in the right-of-way, the registration shall include the name, street address, email address if applicable, and telephone numbers of the owner;
 - (2) The name, street address, email address if applicable and telephone numbers of one or more facilities representative(s). Current information regarding how to contact the facilities representative(s) in an emergency shall be provided at the time of filing a registration and shall be updated as necessary to ensure accurate contact information is available to the City at all times;
 - (3) A copy of the utility's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements;
 - (4) A copy of the service agreement, if applicable, or other legal instrument that authorizes the entity to use or occupy the right-of-way for the purpose described in the registration;
 - (5) All required information pursuant to O.C.G.A. § 46-5-1(b) for those utilities which are considered a "telephone company" under O.C.G.A. § 46-5-1 and seeking to install lines and similar facilities with the City's rights-of-way.
- (d) *Incomplete registration.* If a registration is incomplete, the City Clerk shall notify the registrant and shall provide a reasonable period of time in which to complete the registration. If a registration is complete, the City Clerk shall so notify the entity in writing.

- (e) *Acceptance of the registration shall not convey title in the rights-of-way.* Acceptance of the registration is only the nonexclusive, limited right to occupy rights-of-way in the City for the limited purposes stated in the acceptance. Acceptance of the registration does not excuse a entity from obtaining permits required by City ordinances nor from obtaining appropriate access or pole attachment agreements before using the facilities of others, including the City. Acceptance of the registration does not excuse a entity from notifying the City of construction as required herein.
- (f) *Facilities in place without registration.* Beginning one year after the effective date of this chapter, any facilities or part of a facility found in a right-of-way for which registration is required, but has not been obtained unless specifically exempted by law, and for which no valid service agreement exists with the City, may be deemed to be a nuisance and an unauthorized use of the rights-of-way. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to abating the nuisance; taking possession of the facilities, evicting the entity from the right-of-way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise allowed in law or in equity.
- (g) *Termination of registration.*
- (1) The registration statement shall remain in place for one (1) year and renew each subsequent year automatically unless the utility is in default. The City shall give written notice of default to an entity if it is determined that the entity has:
 - (a) Violated any provision or requirement of the issuance or acceptance of a registration application or any law of the City, State, or federal government;
 - (b) Attempted to evade any provision or requirement of this chapter;
 - (c) Practiced any fraud or deceit upon the City; or
 - (d) Made a material misrepresentation of fact in its application for registration.
 - (2) If an entity fails to cure a default within 20 working days after such notice is provided to the entity by the City, then such default shall be a material breach and the City may exercise any remedies or rights it has at law or in equity to terminate the approval of registration. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:
 - (a) The City shall serve the entity with a written notice of the reason or cause for proposed termination and shall allow the entity a minimum of 15 calendar days to cure its breach.
 - (b) If the entity fails to cure within 15 calendar days, the City may declare the registration terminated.

Sec. 32-83. Encroachment permit required.

- (a) *Permit required.* A right-of-way encroachment permit is required for any land disturbing activity or building activity conducted by any person that encroaches on city property and for any activity that may impact the soil, vegetation (including trees), sidewalk, curb, landscape strip, road, utilities, or other infrastructure. It shall be unlawful for any entity to excavate or to construct, install, maintain, renew, remove or relocate facilities in, on, along, over or under the City right-of-way without first providing a construction application to the City Clerk and receiving an encroachment permit in accordance with the terms of this article.
- (b) *Permit procedure.* Written application of construction and encroachment plan shall be made to the office of the City Clerk on a form approved by the City Clerk and shall include the following:
- (1) The name, physical address, and telephone number of the applicant;
 - (2) The name, address, and telephone number of the person preparing the encroachment plan

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- (3) Location of the encroachment (address)
 - (4) The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed facility or operations as described in the permit application. The plans shall show the size or capacity of facilities to be installed; their relationship to street features such as right-of-way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the street and its operation;
 - (5) Pedestrian and vehicular Traffic Control Plan following the latest Manual on Uniform Traffic Control Devices for Streets and Highways. Plan should include how pedestrian and vehicular traffic will be routed during encroachment activity;
 - (6) The name and physical address of the person or firm who is to do such work;
 - (7) The name, street address, email address if applicable and telephone number of one (1) or more facilities representative(s);
 - (8) The projected dates for the work to be started and finished;
 - (9) The estimated cost of the project;
 - (10) An indemnity bond in an amount to be set by the City to pay any damages to any part of the city right-of-way or other City property or to any city employee or member of the public caused by activity or work of the utility performed under authority of the permit issued;
 - (11) A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, Permits, or agreements; and
 - (12) A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application; and
 - (13) A copy, if requested, of the stamped survey plan, from a State Certified Surveyor with applications, permits, approvals and/or agreements.
- (c) **Permit Fees.** The applicant shall pay an administrative review fee in the amount of \$100.00 for each permit application submitted. The fee shall be waived for any person performing activities requested by the city. However, an application, right-of-way encroachment plan, and right-of-way encroachment permit shall be required.
- (d) **Issuance of Permit.** If the City Clerk determines the applicant has satisfied the following requirements, the City Clerk may issue a Permit:
- (1) Whether issuing of the approval will be consistent with this article; and
 - (2) Whether applicant has submitted a complete application and has secured all certificates and other authorizations required by law, if applicable, in order to Construct Facilities in the manner proposed by the applicant; and
 - (3) The impact on safety, visual quality of the Streets, traffic flow, and other users of the Right of Way and the difficulty and length of time of the project, Construction or maintenance.
- (e) *Emergency situations.*
- (1) Each Utility shall, as soon as reasonably practicable, notify the City of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary

in order to respond to the Emergency. A Utility who engages in an Emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

- (2) In the event that the City becomes aware of an emergency regarding utility facilities, the City may attempt to contact the affected utility or facilities representative. The City may take whatever action it deems necessary in order to respond to the emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the facilities. The City shall not incur any liability to the utility, for such emergency actions, and the cost of such shall be paid by each utility affected by the emergency.
- (f) *Locate requests required for intent to excavate or demolish.* As provided in O.C.G.A. § 25-9-6, the "Georgia Utility Facility Protection Act," and other applicable state law currently in place or as amended, no utility shall commence, perform or engage in blasting or excavating with mechanized equipment unless and until the utility planning the blasting or excavating has given 48 hours' notice by submitting a locate request to the utilities protection center or by calling 8-1-1, beginning the next business day after such notice is provided, excluding hours during days other than business days.
- (g) **Effective Period of Permit.**
- (1) Each Permit shall have a set commencement and expiration date based on information provided in the applicant's Permit application.
 - (2) The Permit shall remain in place until construction is completed or until its expiration date six (6) months after permit provided to utility, unless the utility is in default. The City Clerk may give written notice of default to a Utility if it is determined that a Utility has:
 - i. Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;
 - ii. Attempted to evade any provision or requirement of this Ordinance;
 - iii. Practiced any fraud or deceit upon the City; or
 - iv. Made a material misrepresentation or omission of fact in its Permit application.
- (h) **Cancellation for Cause.** If a Utility fails to cure a default within twenty (20) calendar days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:
- (1) City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
 - (2) If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.
- (i) **Expiration of Permit.** If work has not commenced within six (6) months of the date of issuance, the Permit will automatically expire.
- (j) **Insurance and Bonding Requirements.**
- (1) Any person seeking to obtain a right-of-way license shall provide proof of insurance or self-insurance to the City Clerk. Such insurance shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.
 - (2) If deemed necessary, the City may require any person seeking to obtain a right of way license to provide a surety bond before issuance of the license. Such bond shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.

- (3) In situations where the city requires the person to provide a surety bond, the person shall deposit with the City Clerk a surety bond in an amount determined by the City Engineer to be sufficient to ensure satisfactory completion of the work from a surety company authorized to do business in Georgia and fulfillment of the warranty provided for herein and in a form approved by the city attorney. Said bond shall guarantee completion to the satisfaction of the city of all excavation and street restoration work required by this chapter and by the conditions of the license within the time limits set on the license. Said bond shall further guarantee that all excavation and street restoration work shall be free from settling and defects in workmanship or materials for a period of two years after the date said work is completed and accepted by the City. The bond shall be conditioned to protect and save harmless the City and the City Council from all claims and damages for cleaning or repairing any damage by the person and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license.
- (4) Such bond shall protect the City against any damage caused by such person or firm, tendering the surety bond, or any agent, employee or contractor or said person or firm and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license. The person responsible for operations under the right of way license will be given notice of the damage and allowed 72 hours to restore the road and right of way to a safe and operable condition as determined by the City Clerk and the City Engineer. All repairs, material used and final releasing condition shall be approved and accepted by the City Clerk and the City Engineer.
- (5) The bond may be released by the municipal governing authority of the City upon notification of completion by the person or firm obtaining the right-of-way license and only upon final inspection of the sites and all affected right of ways and city roads. The bond may be retained against future or continuing operations by the person in the City.
- (6) A surety bond shall be issued by a surety acceptable to the City, and shall contain the following endorsement:
 "This bond may not be canceled or allowed to lapse until thirty (30) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
- (7) The municipal governing authority may require verification of continuing coverage as needed.

Sec. 32-84. Conditions of street occupancy.

The failure to comply with any of the terms and conditions set forth in this section may result in the revocation of registration and removal of facilities from the right-of-way.

- (a) *Utility accommodation policy and standards manual.* The Georgia Department of Transportation ("GDOT") Utility Accommodation Policy and Standards Manual (most recent edition), including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time is hereby adopted by reference and incorporated in the article as if fully set forth herein, subject to the amendments and modification contained in this article. A copy of the manual shall be maintained at the offices of the city clerk and open for public inspection. Any conflicts between the provisions of this article and the manual shall be resolved in favor of the manual. References to state personnel, agencies, and fees shall be interpreted, where required, as meaning the City of Lawrenceville municipal equivalents.

- (b) *Protection of traffic and roadway.* No utility may occupy the City rights-of-way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the City from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the facilities do not jeopardize the traffic, street structure, other users of the right-of-way or the right-of-way itself.
- (c) *Grading.* If the grades or lines of any street within the City right-of-way are changed at any time by the City and this change involves an area in which the utility's facilities are located, then the utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the facilities, or any part thereof, so as to conform with such new grades or lines. In the event the utility refuses or neglects to so protect, alter, or relocate all or part of the facilities, the City shall have the right to break through, remove, alter, or relocate all or any part of the facilities without any liability to the City and the utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- (d) *Installation of poles and other wireholding structures and relocation.* Unless otherwise provided in a valid service agreement, no placement of any pole or wireholding structure of the utility is to be considered a vested interest in the right-of-way, and such poles or structures are to be removed, relocated underground, or modified by the utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.
- (e) *Notice of Intent to Excavate or Demolish.* No Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating Facilities unless and until the Utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the One Call Center, beginning the next working day after such notice is provided, excluding hours during days other than working days.

Sec. 32-85. Restoration of property.

- (a) Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.
- (b) A utility shall be liable, at its own cost and expense, to replace, restore or repair, any street, facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of facilities to a condition as good as or better than its condition before the work performed by the utility that caused such disturbance or damage as reasonably determined by the City. If the utility does not commence such replacement or repair after 20 working days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the utility shall pay the reasonable and actual cost of the same. The City may require performance bonds for this restoration of property, per 2020 Georgia Code 25-9-13(b) Each local governing authority is authorized to require by ordinance any bonds on utility contractors and/or on persons performing excavation or blasting within the public right of way or any dedicated utility easement as it may determine to assure compliance with subsection (a) of this Code section.

Sec. 32-86. Inspection.

- (1) The Utility shall make the construction site available to the City Clerk, City Engineer, and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.
- (2) At any time, including the time of inspection, the City Clerk or City Engineer may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Article or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.
- (3) When the construction under any Permit is completed, the Utility shall notify the City Clerk.
- (4) Notify and provide City with revised plans if the utility installation differs from the original plan.

Sec. 32-87. Discontinuance of operations, abandoned and unused facilities.

- (a) A utility that has discontinued or is discontinuing operation of any facilities in the City shall:
 - (1) Provide information satisfactory to the City that the utility's obligations for its facilities in the rights-of-way under this article and any other provision in the codified ordinances or other laws have been lawfully assumed by another utility;
 - (2) Submit a written proposal to re-use its facilities;
 - (3) Submit a written proposal for abandonment of facilities which must be approved by the City Engineer;
 - (4) Remove its entire facilities within a reasonable amount of time and in a manner acceptable to the City; or
 - (5) Submit to the City, in good faith and within a reasonable amount of time, a proposal for transferring ownership of its facilities to the City. If a utility proceeds to transfer ownership to the City, the City may, at its option do one or more of the following:
 - a. Purchase the facilities;
 - b. Accept donation of some or all facilities; or
 - c. Require the utility to post a bond in an amount sufficient to reimburse the City for its reasonably anticipated costs to be incurred in removing the facilities.
- (b) Facilities of a utility which fails to comply with the above provision shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance; taking possession of the facilities, evicting the utility from the right-of-way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise at law or in equity.

Sec. 32-88. Unauthorized use of public rights-of-way.

- (a) No utility shall use the rights-of-way to operate any facilities that have not been authorized by the City in accordance with the terms of this article.

- (b) No utility shall place or have placed in any facilities in, on, above, within, over, below, under, or through the rights-of-way, unless allowed under this article.
- (c) Each and every unauthorized use shall be deemed to be a violation of this article and a distinct and separate offense. Each and every day any violation of this article continues shall constitute a distinct and separate offense.
- (d) No utility shall fail to comply with the provisions of this article. Each and every failure to comply shall be deemed a distinct and separate offense. Each and every day any violation of this article continues shall constitute a distinct and separate offense.
- (e) Every utility convicted of a violation of any provision of this chapter shall be punished by a fine not exceeding \$1,000.00 per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.
- (f) Use of the rights of way without written permission or a permit may be considered trespass and/or criminal trespass. The city reserves the right to pursue charges or damages for trespass and/or criminal trespass as permitted by applicable law.

Sec. 32-89. Aesthetic standards.

- (a) *Authority and scope.*
 - (1) O.C.G.A. § 32-4-92(a)(10) authorizes the City to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights-of-way.
 - (2) The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights-of-way and its uses in the City.
 - (3) The objective of this article is to ensure use of the public rights-of-way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.
 - (4) This article applies to all requests to locate facilities in the public rights-of-way and ongoing use of the public rights-of-way for such facilities. This article is established pursuant to City Charter and applicable law. This article is administered by the City Clerk.
 - (5) Placement or modification of facilities in the public right-of-way shall comply with this article at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.
- (b) *Definitions.* Unless otherwise defined in section 32-81, terms used in this article shall have the meanings given them in O.C.G.A. § 36-66C-2.
- (c) *Cross references.* Definitions in this article include references and citations to applicable federal and State laws. In the event that any referenced section is amended, the definition in the referenced section, as amended, shall control.

(d) *Facilities standards.*

- (1) Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
- (2) Facilities in the residential, historical and architecturally significant areas shall be visually and architecturally integrated with the residential, historical and architecturally significant areas in which they are located and shall not interfere with prominent vistas or significant public view corridors.
- (3) Facilities must be located in alignment with existing trees and/or facilities.
- (4) Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.
- (5) The use of the Poles covered by this Ordinance shall be in conformity with the National Electrical Safety Code (2023) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

(e) *Undergrounding.* Except as provided in subsections (e)(1) and (e)(2), facilities shall be installed underground in any area where underground utilities exist or are required in the future so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in any area where underground utilities exist or are required in the future has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.

- (1) Light poles and small wireless facilities collocated thereon may be located above ground in areas of the City where facilities are primarily located underground.
- (2) The City may: (i) allow collocated small wireless facilities placed aboveground prior to the effective date of this Code and subject to any applicable pole attachment agreement to remain above ground; or (ii) allow the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location, which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.

(f) *Historic district.* Facilities installed in the historic district of the City shall conform to the provisions of any such historic district currently in effect or approved in the future

(g) *Camouflaging.* Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:

- (1) It is not possible or desirable to match the design and color of facilities with the similar facilities in the same zoning area, as required under subsection (d)(1); or
- (2) Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.

(h) *Concealment.* Facilities shall incorporate specific concealment elements to minimize visual impacts.

(i) *Preferred locations.*

- (1) Unless otherwise provided by applicable law, facilities shall, to the extent that it is reasonable, be placed in the following areas of the City (i) Industrial (ii) Commercial; (iii) Residential. These areas are identified in terms of priority, meaning Industrial is the most preferred location, followed by Commercial, etc.

- (2) Facilities may be located outside areas identified in subsection (i)(1) if: (i) facilities must be placed outside of the areas identified in subsection (i)(1) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in subsection (i)(1); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.
- (j) *Installation and modification standards.* Installation of new facilities in, on, along, over, or under the public rights-of-way or modification of existing facilities in, on, along, over, or under the public rights-of-way shall:
- (1) Minimize risks to public safety;
 - (2) Ensure that placement of facilities on existing structures is within the tolerance of those structures;
 - (3) Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right-of-way;
 - (4) Ensure that the City bears no risk or liability as a result of the installations or modifications; and
 - (5) Ensure that use of the public rights-of-way does not inconvenience the public, interfere with the primary uses of the public rights-of-way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the right-of-way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right-of-way.
- (k) *Plans for use.* No facilities shall be placed in, on, along, over, or under the public rights-of-way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.
- (l) *Contact information.* Every facility placed in the public rights-of-way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

Sec. 32-90. Fiber Installations Fee and Broadband Service Compensation.

- (a) *Permits for fiber installations.* In accordance with O.C.G.A. § 46-5-1(b)(19)(B) there will be a one hundred dollars (\$100) Permit fee for any new Permit issued for fiber installations.
- (b) *Compensation for Broadband Services.* In accordance with O.C.G.A. § 46-5-1(b)(19)(A), any telephone companies that provide Broadband Services to any location within the geographic limits of the City, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any Broadband Services to any location within the geographic limits of the City, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation.

Sec. 32-91. Outdoor Right-of-Way Operations License and Registration.

The purpose of this article is to provide for regulation of outdoor right-of-way operations to enhance our downtown experience. It is to allow qualified entities to operate on public sidewalks, and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation is necessary to protect the public health, safety, and welfare, and the interest of the city and primary use of public streets and sidewalks by pedestrian and vehicular traffic.

- (a) License required. An outdoor right-of-way- license is required for outdoor dining or retail operations in the city right-of-way. The term of the license is one year from the date of issuance. The license is non-

transferable and would expire upon the earlier of transfer of ownership, change in use of the establishment, or one year from date of issuance unless otherwise terminated.

- (b) License application fee. A license fee of \$100.00 shall be paid to the city at the time the application is submitted.
- (c) License application. An outdoor right-of-way- application shall be made on the form prescribed by the City with the following information and documents attached.
 - (1) Business Information
 - (2) 24-hour contact information
 - (3) Certificate of Insurance of General Liability insurance with a minimum per occurrence amount of 1 million dollars with the City named as Additional Insured. The establishment shall provide written notice to the City if coverage is substantially changed, canceled, or non-renewed.
 - (4) A site plan for complying with applicable regulations shall contain the following:
 - i. Provide accurate, dimensioned, scaled drawing showing the business storefront, storefronts adjacent to the business, and the full sidewalk, street, and/or parking area proposed to be used for outdoor dining or retail use. Include the size and number of tables, chairs, steps, planters, location of doorways, trees, sign posts, hydrants, sidewalk benches, trash receptacles, heaters, traffic signal poles, light poles and any other obstructions, either existing or proposed.
 - 1. Table and seating layout of the outdoor area as well as the layout of the indoor dining area.
 - 2. Indicate all temporary lighting, heaters, umbrellas, barriers (must not be affixed or inserted into the ground or attached to any public utilities) proposed.
 - 3. Indicate Americans with Disability Act (ADA) accessible paths
 - 4. Provide photographs, drawings, or manufacture's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers, swings, or other objects related to the outdoor dining or retail use.
 - (5) Copy of valid retail foodservice permit if the establishment will serve food (if applicable)
 - (6) Copy of City of Lawrenceville Occupation Tax Certificate
 - (7) Copy of Alcohol license (if applicable)
- (d) License renewal. The establishment may apply for a renewal of the license 60 days before the expiration of the current license. A renewal fee of \$100.00 will be due at the time of renewal.

Sec. 32-92. Other provisions.

- (a) *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- (b) *Reservation of regulatory and police powers.* The City by issuing a written approval of registration under this chapter, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Georgia and the City Charter, and under the provisions of the City's codified ordinances to

regulate the use of the rights-of-way. The utility, by applying for and being issued a written permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the City pursuant to such powers. In particular, all utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of facilities.

- (c) *Compliance.* No person shall be relieved of its obligation to comply with any of the provisions of this chapter by reason of any failure of City to enforce compliance.
- (d) *Appeal of administrative decisions.* All appeals provided for by this article and any notification to the City required by this chapter shall be in writing and sent via certified mail to the City Clerk as specified in this chapter.
- (e) *Chapter headings.* Chapter headings are for convenience only and shall not be used to interpret any portion of this chapter.

Secs. 32-93—32-100. Reserved.

ARTICLE VI. WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 32-101. Purpose and compliance.

- (a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Lawrenceville, Georgia (the "City") to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights-of-way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights-of-way of the City,
- (b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications, and reasonable conditions regarding placement of small wireless facilities, poles in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights-of-way and its uses in the City.
- (c) The objective of this article is to (i) implement the SWFAA and (ii) ensure use of the public rights-of-way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.
- (d) Any colocation with an Electric Facility owned by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII of Chapter 32 of the Code of the City of Lawrenceville, Georgia.)

Sec. 32-102. Definitions.

- (a) Unless defined below, terms used in this article shall have the meanings given them in O.C.G.A. § 36-66C-2. As used in this article, the following terms have the following meanings:

Authority pole means a pole owned, managed, or operated by or on behalf of the City. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by the City in its capacity as an electric supplier.

Electric supplier means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state. The City is an Electric Supplier. See Electrical Pole Attachment Ordinance for terms applicable to such facilities owned by the City.

- (b) In the event that any federal or state law containing definitions used in this article is amended, the definition in the referenced section, as amended, shall control.

Sec. 32-103. Permits.

- (a) A permit is required to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).
- (b) Any person seeking to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way shall submit an application to the City Clerk for a permit. Applications are available from the City Clerk. The application template is available by request from the City Clerk. Any material change to information contained in an application shall be submitted in writing to the City Clerk within 30 days after the events necessitating the change.
- (c) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (d) The City Clerk shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.
- (e) Applications for permits shall be approved except as follows:
- (1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.
 - (2) The City Clerk may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).
 - (3) For applications for new poles in the public right-of-way in areas zoned for residential use, the City Clerk may propose an alternate location in the public right-of-way within 100 feet of the location set forth in the application, and the wireless provider shall use the City Clerk proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.
- (f) A permit issued under this article shall authorize such person to occupy the public rights-of-way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with

O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

- (g) Upon the issuance of a permit under this article, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights-of-way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (h) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.
- (i) The City may revoke a permit issued pursuant to this article if the wireless provider or its equipment placed in the public right-of-way under that permit subsequently is not in compliance with any provision of this article or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to section 32-103(j).
- (j) If a wireless provider occupies the public rights-of-way without obtaining a permit required by this article or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right-of-way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$500.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this article until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (k) All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).
- (l) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.
- (m) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
- (n) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten years.
- (o) Permits shall be renewed following the expiration of the term identified in section 32-103(n) upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).
- (p) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights-of-way, then the City shall, within 60 days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 32-104. Removal; relocation; reconditioning; replacement; abandonment.

- (a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).
- (b) In the event of a removal under section 32-104(a), the right-of-way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right-of-way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right-of-way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Article until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.
- (d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).
- (e) A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 32-105. Standards.

- (a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right-of-way as a permitted use: (i) upon a receipt of a permit under this article; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h) and any applicable regulations of the State of Georgia.
 - (1) New, modified, or replacement poles installed in the right-of-way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.
 - (2) Each new, modified, or replacement pole installed in the right-of-way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:
 - a. Fifty feet above ground level; or

- b. Ten feet greater in height above ground level than the tallest existing pole in the same public right-of-way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;
- (3) New small wireless facilities in the public right-of-way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.
- (4) New small wireless facilities in the public right-of-way collocated on a new or replacement pole under section 32-105(a)(1) or section 32-105(a)(2) may not extend above the top of such poles.
- (b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.
- (c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:
 - (1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;
 - (2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
 - (3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights-of-way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
 - (4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.
- (d) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under this article and (ii) compliance with applicable codes.
- (e) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under this article and (ii) compliance with applicable codes.
- (f) Any collocation with an Electric Facility owned by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII of Chapter 32 of the Code of the City of Lawrenceville, Georgia.)
- (g) Attachments cannot create physical or visual obstructions or interfere with the use of streets, sidewalks, alleys, parkways, other public ways, and places that are hazardous to vehicular and pedestrian traffic.
- (h) Attachments are not permitted on poles with traffic lights or poles identified as sign poles.
- (i) Attachments shall not interfere with any banners or other attachments owned by the City.
- (j) Any attachment proposed to be located within a 250' radius of another small wireless facility shall be collocated or neutrally hosted; unless Licensee provides sufficient evidence that coverage and capacity needs cannot be met using collocated or neutrally hosted attachments and equipment.

- (k) Any new poles installed shall be “green”, meaning such pole does not leach any volatile organic compounds or toxic materials into the ground.

Secs. 32-106—32-120. Reserved.

ARTICLE VII. ELECTRICAL POLE ATTACHMENT ORDINANCE

Sec. 32-121. Electrical pole attachment.

(a) *Purpose and compliance.*

- (1) Georgia law, including without limitation the Revenue Bond Law, O.C.G.A. § 36-82-60, et seq., authorizes the City of Lawrenceville, Georgia (the "City") to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished or made available by such undertakings, including without limitation its herein after defined electrical facilities.
- (2) The City is an "Electrical Supplier" under the Georgia Territorial Electric Service Act, O.C.G.A. Title 46, Chapter 3, Article 1. As such, the City installs, maintains, and operates poles, wires, towers, transformers, and other equipment for the supply and distribution of electrical power ("Electrical Facilities").
- (3) The City finds it is in the best interest of the City and its residents and businesses and electric service customers to establish requirements, specifications reasonable conditions regarding the attachment to or colocation on electrical facilities. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the City's electrical facilities.
- (4) The objective of this article is to (i) provide for the reasonable attachment of any equipment (as defined herein below) to electric facilities in the City and (ii) ensure the safe use and operation of electrical facilities consistent with the national standards and efficient utility operations.

(b) *Definitions.* As used in this article, the following terms have the following meanings:

Attachment means any equipment attached to a pole, including, but not limited to, brackets, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, overlappings, guy wires and anchors required to support unbalanced loads. A single attachment includes the vertical space consisting of a total of 12 inches either above or below, but not both, the bolted attachment, exclusive of riser or conduit.

Make ready means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, transfers and other work incident thereto.

Make ready costs means all costs necessary for the City, and other existing parties on the applicable pole, to prepare the poles for a provider's new, additional or modified attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among make ready costs are the costs of installing or changing out primary poles, secondary poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the

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technical requirements and specifications as required by the City. City make ready costs shall be verifiably comparable to the cost the City pays for similar make ready work to its own facilities.

Pole means a wooden, concrete, steel, metal or other material structure owned, controlled, or otherwise operated by the City to support distribution lines and related facilities of the City, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.

Unauthorized attachment means any affixation of any provider attachment to the City's poles, which has not been authorized as required by this article.

Unauthorized attachment fee means the fee to be paid by a provider for each unauthorized attachment.

(c) *Authorized attachments.*

- (1) The only attachments authorized by this article or City law are licenses granted to a provider that is a party to the City's pole attachment agreement for electrical facilities (wired or wireless as appropriate).
- (2) Any provider wishing to make a legal attachment to a City pole must execute the City's pole attachment agreement for electrical facilities (wired or wireless as appropriate) and apply for a license per the terms thereof.

(d) *Unauthorized attachments.*

- (1) If any attachment is identified that was not licensed under the City's applicable pole attachment agreement for electrical facilities, it shall be deemed an "unauthorized attachment" and shall be considered a trespass upon City property.
- (2) The owner of any unauthorized attachment shall pay to the City a one-time fee of \$500.00 per unauthorized attachment, upon their discovery.
- (3) If the owner of an unidentified attachment is readily ascertainable, they shall be given 30 days in which to enter into a pole attachment agreement for electrical facilities with the City and apply for a license for any unauthorized attachments. Paying the unauthorized attachment fee shall be a condition of approval of any licenses.
- (4) If the owner of the unidentified attachment is not readily ascertainable or neither enters into a pole attachment agreement for electrical facilities with the City within 30 days or does not apply for a license for the unauthorized attachment, such owner will be assessed a charge equal to the make work costs incurred by the City for its removal from the City's pole in addition to the unauthorized attachment fee. The unauthorized attachment will be removed from the City pole and discarded.
- (5) A utility lien is hereby established respecting all attachments.

Secs. 32-122—32-130. Reserved.

ARTICLE VIII. REGULATION OF PLANTING, REMOVAL AND MANAGEMENT OF SHADE AND ORNAMENTAL TREES ON PUBLIC PROPERTY AND RIGHTS OF WAY

Sec. 32-131. Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

Administrator: The Public Works Director or designee who is responsible for the administration of the provisions of this article.

Damage: any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance: any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Park and Public Trees and Landscape: Park and Public trees are herein defined as trees, shrubs, bushes, and all other vegetation in public parks and on public property at public facilities, and all area owned by the City, or to which the public has free access.

Street Trees: Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or rights-of-way within the City or lying within all rights-of-ways of all streets, avenues, or ways within the City.

Topping: Topping is defined as the severe cutting back of tree limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Sec. 32-132. Public Tree Protection and Care.

Except as hereinafter provided, no person except a public utility shall cut, prune, injure, or remove any living tree on or in a public highway, right-of-way, neutral ground, public park, public place, triangle, sidewalk, or other public property; or cut or disturb or interfere in any way with the roots of any tree on public property; or spray with any chemical insecticide or herbicide or other oils or whitewash any tree on public property; or place any wire, rope, sign, poster, barricade, or other fixture on a tree or tree guard on public property; or injure, misuse or remove any device placed to protect any such tree.

Sec. 32-133. Notification and Penalties.

(a) Any person who shall injure, damage, or destroy any public tree situated upon the public right-of-way of any street, alley, sidewalk, park, or other public property within the city shall promptly notify the Administrator of such fact and shall, within such reasonable time as specified by the Administrator, , repair or replace the same to the satisfaction of the Administrator.

(b) Should the person fail or refuse to repair or replace the damaged or destroyed trees or plants within such reasonable time, the Administrator shall do or cause to be done the necessary repairing or replacement, and the costs of this work shall be recovered from the person responsible for the damage or destruction by, a proper action of law. In any such action, "The Guide for Establishing Values of Trees and Other Plants," published by the Council of Trees and Landscape Appraisers, current edition, shall form the basis for establishing any monetary damages due for damage or destruction to the tree. In addition, the city may recover for any other damages or losses to which it is entitled by law.

Sec. 32-134. Penalties.

In addition to fines permitted by this Code, the Municipal Court may impose restitution for violations of this article.

Sec. 32-135. City Requirements.

(a) The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the rights-of-way of all streets, easements, parks, squares, and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

(b) All tree work taking place on public property being conducted by contractors, subcontractors, or city employees shall conform to International Society of Arboriculture and ANSI 300 and Z-133 arboricultural standards for tree work.

(c) It shall be unlawful as a normal practice for any person, firm, or government entity/department to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this provision of this article by written consent of the Administrator allowing such actions.

(d) It shall be unlawful for any entity, utility, citizen, or tree care company or government to trench, cut, grade, clear, or fill within the critical root zone of any public tree without the expressed written consent of the Administrator.

Sec. 32-136. Authority and Power.

(a) Delegation of authority and responsibility. The Administrator shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, easements, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, cable, internet, fiber optic, or any water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

(b) Coordination among city departments. All city departments will coordinate as necessary with the Administrator and will provide services as required to ensure compliance with this article as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Administrator.

Sec. 32-137. Private Landowner Responsibilities and Rights.

(a) Every owner of any tree overhanging any street or right of way within the city shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) feet above street surface or eight (8) feet above the sidewalk surface. Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight. Any tree or shrub or part thereof located in, overhanging, or interfering with the use of any highway, street, or sidewalk in the city that, in the opinion of the Administrator, violates the provisions of this article or endangers the life, health, safety, or property of the public shall be declared a public nuisance. The owner shall be notified of the existence of a nuisance and given a reasonable time for its correction or removal. If not corrected or removed within the time allotted, the Administrator Works shall cause the nuisance to be corrected or removed and the cost shall be assessed against the owner or occupant and collected as provided by law.

(b) Duty To Maintain Street Trees Planted. Maintenance of a street tree shall be the responsibility of the owner of the property adjacent to the tree location.

Sec.32-138. Emergency Action.

It may become necessary, from time to time, for emergency crews to prune or remove trees to provide for public safety or restore utilities such as natural gas, fiber/cable, phone, electrical, and/or water service. Such an action may be conducted by government, emergency, or utility crews without a permit so as to allow immediate action to prevent damage, restore service, or correct a condition which may pose a hazard to life or property.

Sec. 32-139. Indemnification.

Nothing contained in this article shall be deemed to impose any liability upon the City, its elected officials, appointed officials, officers, or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub, or plant upon any street tree area on his or her property or under his or her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any public property or right of way or public place within the city.

Sec. 32-140. Appeals.

Appeals of decisions by the Administrator shall be heard by City Manager.

PART II - CODE
Chapter 32 STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES

Chapter 32 STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES

ARTICLE I. IN GENERAL

Sec. 32-1. Sale of parcels of property too small to be used independently.

The City Council is hereby authorized to sell and convey parcels of property owned by the City which are narrow strips of land so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision regulations or other development ordinances or as streets whether the property is owned in fee by the City or has been obtained by grant of easement. The property may be sold to abutting owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property. Such sales shall not require the use of the process of an auction or solicitation of sealed bids, however, for any such sale each abutting property owner shall be notified of the availability of the property and shall have an opportunity to present a proposal of purchase for said property to the City. Upon receipt of any such proposals from any abutting property owners, the City shall be authorized to negotiate with such property owners, and the City Council shall by motion authorize the sale of such property on such terms as the City Council determines to be appropriate and in the best interest of the City.

~~(Ord. No. 2021-7, 6-21-2021)~~

Sec. 32-2. Regulation for the renaming of streets.

(a) Applicability

1) Request for renaming a street will be accepted only from an individual or entity meeting one of the following criteria:

- a. A person or entity who owns property fronting the street in question; or
- b. A developer of property, such property having received concept plan approval from the City's Planning and Development Department, that has approved access to the street in question; or
- c. A legally authorized representative of the City of Lawrenceville, and agency of the U.S. Government, the State of Georgia, or Gwinnett County.

2) Proposed street shall be a street residing within the City Limits of Lawrenceville, GA and be owned and maintained by the City.

3) The proposed name change shall be effective for the entire length of the street that resides within the limits of the City.

4) The renaming of public streets shall only be considered if one of the following criteria ~~are~~ is met:

- a. It honors and commemorates a noteworthy person associated with the City of [Lawrenceville](#), Gwinnett County, the State of Georgia, or the United States of America; or
- b. It commemorates local history, places, events or culture; or
- c. It will strengthen neighborhood identity.

5) Proposed street name should follow the current subdivision regulation requirements for the naming of streets.

6) Commercial names where usage of such name would amount to advertising is prohibited.

(a) Procedure and Application

1) An application requesting a street name change shall be submitted to the Planning and Development Department and contain the following:

- a. A written petition bearing signatures of a minimum of 75 percent of the property owners fronting the street; and
 - b. Existing name of street and the proposed name change; and
 - c. Reason for requesting change and how it complies with this [Ordinance section](#);
- and
- d. Map showing street affected by change; and
 - e. The name, address, email, and telephone number of the person requesting the name change.

2) The application shall be processed and scheduled for public hearing as follows:

- a. The proposed name shall be checked by the city to ensure nonduplication.
- b. The application shall be forwarded with the Planning and Development Department's recommendation to the City Council for consideration at the scheduled public hearing.
- c. The final decision on the proposed change shall be made by the City Council after having held the scheduled public hearing.

3) Applications affecting the same street shall not be submitted more than once every 24 months.

4) An application fee of \$500.00 shall be due for the administrative costs associated with processing the request. Government units are exempt from the application fee.

5) Requests initiated by an authorized representative of the City of [Lawrenceville](#), Gwinnett County, [the State of Georgia](#), or the U.S. Government shall be exempt from submitting a petition in the application.

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Secs. 32-3—32-18. Reserved.

ARTICLE II. USE OF TOBACCO PRODUCTS AND OTHER SMOKING DEVICES PROHIBITED¹

Sec. 32-19. Tobacco products and the use of other smoking devices ~~use is~~ prohibited in City buildings, vehicles, property, shops and work areas.

(a) *Purpose.*

- (1) Studies by the Surgeon General of the United States, the National Academy of Sciences, and other health organizations have linked passive exposure to tobacco smoke (secondhand smoke) to a variety of negative health conditions in nontobacco users.
- (2) The ~~Mayor and City Council of the City of Lawrenceville, Georgia,~~ seek to strike a reasonable balance between the rights of tobacco users and nonusers by regulating tobacco use in and on certain City property.
- (3) In an effort to provide a safer and healthier environment in the City ~~of Lawrenceville,~~ the ~~Mayor and City Council of the City of Lawrenceville~~ implement ~~this following~~ article restricting tobacco use in and on certain City property.

(b) *Prohibition.* For purposes of this article, "Tobacco Products and Other Smoking Devices" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco, such as hookahs, or simulate the use of tobacco, such as electronic cigarettes and/or vape devices. No person shall use tobacco products and other smoking devices in any of the following areas except as outlined in designated tobacco use areas designated by the City Manager: City owned or managed buildings, City vehicles, City shops, City property, and City work areas.

(c) *Designated tobacco use areas.* The City Manager may designate tobacco use areas outside of City buildings and vehicles in which the use of tobacco products and other smoking devices ~~use~~ may be permitted. Department directors shall inform employees of this article and of the location of designated tobacco use areas. The use of tobacco products and other smoking devices ~~use~~ will not be permitted in any area which has not been designated as a tobacco use area.

(d) *Violation, penalty and enforcement.*

- (1) The use of tobacco products and other smoking devices ~~use~~ in a City owned or managed building, vehicle, shop, property, or work area shall constitute a violation of this article.
- (2) Any person who violates this article shall be liable for a civil penalty not to exceed \$100.00 (plus any applicable surcharges and fees). Each day such violation continues shall constitute a separate offense.
- (3) Persons found in violation of this article shall be issued a Municipal Court citation, which shall direct the person to appear in the Municipal Court at the time and date designated on the citation. The

¹Editor's note(s)—Ord. No. 2021-2, adopted Jan. 25, 2021, amended Art. II in its entirety to read as herein set out. Former Art. II, § 32-19, pertained to smoking and derived from Code 2005, § 31-115.

citation shall further inform the person that the fine for violation of the City's tobacco products and other smoking devices use ordinance may be paid prior to the hearing date, in which event there shall be no further need to appear. In the event that there is no prepayment or appearance on the scheduled hearing date, the Municipal Court Administrator shall mail the person a notice advising such person~~him~~ of the failure to appear before the Municipal Court. This notice will further advise such the person that they have 30 days in which to contact the Municipal Court to resolve the matter. In the event such the person fails to contact the court as specified in the letter or fails to pay the fine, then the Judge of the Municipal Court may issue a bench warrant for contempt of court.~~In the event that there is no prepayment or appearance on the scheduled hearing date, the Municipal Court Administrator shall, via certified mail, return receipt requested, mail the person a notice advising him of a second hearing date before the Judge of the Municipal Court. This notice will further advise the person that the fine may be paid in lieu of the court appearance. In the event the person fails to appear on the court date as specified in the certified letter or fails to pay the fine, then a subpoena will be issued by the Judge of the Municipal Court requiring the person to appear before the Judge of the Municipal Court. This subpoena shall be personally served. In the event the person fails to appear on the date specified in the subpoena, then the Judge of the Municipal Court will issue a bench warrant for contempt of court.~~

- (4) It is the responsibility of all employees of the City ~~of Lawrenceville~~ to adhere to strict enforcement of this article.
- (5) Employees are encouraged to assist in the implementation of this article by informing the visiting public of restrictions involving the use of tobacco products and other smoking devices ~~restrictions~~ and providing direction to areas where such use is permitted, if any.

~~(Ord. No. 2021-2, 1-25-2021)~~

Secs. 32-20—32-30. Reserved.

ARTICLE III. PARADES AND ASSEMBLIES²

Sec. 32-31. Purpose and intent.

The City ~~of Lawrenceville~~ recognizes and supports the public's right of assembly and free speech and to utilize designated public facilities for such purposes. At the same time, the City has an important and compelling governmental interest in protecting property, public safety, health and welfare, and controlling use of streets and other public facilities and venues. This article seeks to accommodate public rights of speech and assembly consistent with that governmental interest by establishing procedures, terms, and conditions for use of public areas and facilities for such purposes.

~~(Ord. No. 2019-12, 3-4-2019)~~

²Editor's note(s)—Ord. No. 2019-12, adopted Mar. 4, 2019, amended Art. III in its entirety to read as herein set out. Former Art. III, §§ 32-42—32-47, pertained to similar subject matter and derived from Code 2005, §§ 32-206(1)—32-206(6).

Sec. 32-32. Scope; authority.

This article applies to all public parades and assemblies that may be expected to affect the public, the property or services of the City, to otherwise require an expenditure of time and expenses or create the potential for liability or public disturbance or other substantial concern. This article is adopted in accordance with the authority vested in the City by its Charter, Article IX, Section II, Paragraphs II and III of the Georgia Constitution, O.C.G.A. § 36-35-3 and all other applicable state and federal law.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-33. Definitions.

In this article, words have their normal meanings, except as defined elsewhere in this Code or in this article as follows:

Administration means the persons designated by section 32-34 to administer this article.

Chief ~~C~~ommunications ~~O~~fficer means the person, or his or her designee, holding the position (or any successor position if the name of said position is changed) of chief communications officer of the City.

City means the City of Lawrenceville, Georgia.

City Clerk means the City Clerk, or his or her authorized designee, of the City.

City Manager means the City Manager, or his or her authorized designee, of the City.

~~*Director* means the Director of the Gwinnett County Department of Community Services or his or her authorized designee. In the case of park facilities owned or operated by Gwinnett County, such as the Historic Courthouse and Rhodes Jordan Park, the term "Director" means the Director of the Gwinnett County Department of Community Services or his or her authorized designee.~~

Parade means any march, procession, demonstration, ceremony, or motorcade consisting of persons, animals, or vehicles, or a combination thereof, upon the streets, parks or other public grounds within the City with an intent of attracting public attention, if 30 or more persons are expected to be involved, or that affects or may reasonably be expected to significantly affect the normal flow or regulation of vehicular or pedestrian traffic upon the streets, sidewalks, parks, or other public grounds.

Park and/or recreation facility means all recreation areas in parks, including land, buildings, lakes, ponds, streams, swimming pools, sports fields, cemeteries, and all other property and buildings owned, leased, or managed by the City or any of its departments or agencies, Gwinnett County, the County Recreation Authority, the designated agents or departments of the County or the County Recreation Authority, and including all recreation areas and parks in the City owned by the City, County, State or federal government and managed by the County or the City.

Permit review committee means a review committee composed of the Chief of Police, the Public Works Director, Chief Communications Officer, and the City Clerk, or their designated representative.

Permit means permission for assembly, parade, or use of public facilities issued pursuant to this article.

Person means any person, firm, partnership, association, corporation, company, or organization of any kind.

Police Chief means the Chief of Police of the City or the Chief's designee.

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Public assembly means any meeting, demonstration, picket line, rally or gathering that is expected to involve 30 or more persons for a common purpose as a result of prior planning that occupies any public facility or public area in a place open to the general public.

Public facility means a building, structure, park, place or other location or area owned or operated by the City.

Public Works Director means the person, or his or her designee, holding the position (or any successor position if the name of said position is changed) of Director of Public Works of the City.

Sidewalk means any area or way set aside or open to the general public for purposes of pedestrian traffic, whether paved or not.

Street means any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-34. Administration; permit required.

- (a) *Administration.* This article shall be administered by the permit review committee. The committee may delegate functions related to parade/public assembly requests to other persons but shall retain authority under the interim appeal process established by section 32-47.
- (b) *Permit requirement.* Except as provided in this article, no person may engage in or conduct any parade or public assembly for purposes other than governmental operations of the City unless that person has a current and valid permit issued in accordance with this article.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-35. General exceptions.

- (a) *Permit exceptions.* Permits and prior approvals under this article are not required for:
 - (1) ~~Vehicular~~ funeral processions;
 - (2) Events approved and permitted under the City's Special Event Policy; or
 - (3) Spontaneous events involving a parade or public assembly occasioned by news or affairs coming into public knowledge within five days prior to such public assembly, provided that:
 - a. The event occurs on private property or a public area in a manner that does not unduly disrupt or inconvenience the public in the use of such area; and
 - b. The organizer or sponsor thereof provides written notice, in the form required by the City to include at least the time, place and number of people expected to attend the event, to the Chief Communications Officer, City Clerk, and Police Chief at least 24 hours prior to the start of the of the parade or public assembly, or such other prior notice as may be reasonable under the circumstances.
- (b) *Fees, expense, or other exceptions.* Permits shall be required for all parades or public assemblies or for events seeking to use public facilities. Exceptions and waivers from requirements for payment of fees and expenses, proof of insurance, bonding, or other security may be approved solely in accordance with those sections of this article applicable to such activities or events.

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~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-36. General standards and procedures.

- (a) *Decision-making unrelated to content of expression.* To achieve the purposes of this article without undue interference with protected rights of speech and assembly, decisions to issue, deny, or conditionally approve permits shall not be based on the content of a message associated with the event absent a compelling governmental interest. Notwithstanding that general standard, protections otherwise applicable to speech and assembly are limited and may not extend to speech or assembly that is intended to or has the result of causing public alarm, disruption, falsehood, or other form of expression that is not protected under the laws or constitution of this state or the United States.
- (b) *Time, place and manner controls.* This article seeks to impose reasonable time, place and manner controls in an appropriate and limited manner upon events and facility uses for which permits are required. This article shall be administered in a manner that seeks to allow for expression, assembly, and the exercise of rights in accordance with applicable constitutional and statutory limits and controls.
- (c) *General application timeframe.* Application for permits shall be filed not less than 21 days nor more than one year before the event for which the permit is sought. However, if the event will involve the use of minor collection or higher-level roads/streets (as that term is defined in the Unified Development Ordinance of Gwinnett County, Georgia) or is expected to involve more than 100 individuals, the application shall be filed at least 30 days prior to the event date.
- (d) *Requirements for insurance, bonding or other security.* To avoid interference with protected rights of speech and assembly, any requirement imposed for surety for performance (including, but not limited to, insurance, bonding, or monetary deposits) shall be based upon needs directly associated with the event and not on the basis of possible disruption of the event by protestors or other persons who might be opposed to the speech or assembly.
- (e) *Internal appeal step.* At any point in the permit application and approval process, an applicant who feels aggrieved or substantially and adversely affected by compliance with this article or permit process may request review through an interim appeal procedure under section 32-47.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-37. Standard application process.

- (a) The permit review committee shall create and provide the application form required by this article. The information requested on the application shall be the minimum information that is required of any applicant. The application form shall include information designed to allow the City to act on the application in an informed manner to determine if the application meets the requirements of this article including potential adverse effects as stated herein, and to allow the City to determine what requirements, if any, should be imposed as a condition of issuance of the permit. The permit review committee may amend any application form in whole or in part on such notice as is deemed appropriate under the circumstances, provided that an amendment shall not apply to an application made prior to the formal notice of any proposed amendment to the application form.
- (b) Without limiting the authority of the permit review committee to require reasonable additional information in connection with any specific application, such forms shall require the applicant to identify:
 - (1) The name, physical address, email address, and telephone number of the person or the agent or representative of an organization or entity seeking to obtain the permit.

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- (2) The names, physical addresses, email addresses, and telephone numbers of the headquarters or business location of the organization seeking the permit or organizing or sponsoring the event or activity, if any, and the authorized and responsible heads of the organization.
 - (3) If the application is filed by any person other than an individual applying on the individual's own behalf, the application shall include written authorization from that other person or from a responsible, legally authorized representative of an organizational applicant authorizing the applicant to apply for the permit on its behalf.
 - (4) The requested date, time, and location for the event or activity.
 - a. The location description also shall identify the content of the public and private areas that will be involved in the activity or event.
 - b. The time shall include the time during which the event or activity will be conducted and the time(s) during which preparation, set-up, assembly, clean-up or other actions may occur.
 - (5) The approximate number of persons who are anticipated to attend or participate in the activity or event, including a separate list of the number of any anticipated spectators, protestors, or counter-demonstrators, as appropriate.
 - (6) A description of the activity or event, including a description of specific activities planned during the event.
 - (7) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting signs or devices to be used in connection with the event.
 - (8) A description of any vending, food service, or other similar activities to be provided or allowed during or in association with the parade or public assembly.
 - (9) A description of any additional public facilities or equipment to be utilized in connection with the event.
 - (10) A description of sanitary and waste disposal facilities to be provided, if any.
 - (11) If a parade or otherwise applicable:
 - a. The route to be traveled including the starting point and the termination point;
 - b. The approximate number of persons who, and animals and vehicles which, will constitute such parade or public assembly, and the type of animals and description of the vehicles;
 - c. The hours when such parade or public assembly will start and terminate;
 - d. A statement as to whether the parade or public assembly will occupy all or only a portion of the width of the streets and/or sidewalks to be traversed;
 - e. The location by street of any assembly areas for such parade or public assembly and a description of facilities to be used for parking of participants' vehicles;
 - f. The time at which units of the parade or public assembly will begin to assemble at any such area;
 - g. The approximate number of spectators expected.
 - (12) Such other information as the permit review committee finds reasonably necessary or appropriate to make a determination as to whether a permit should issue.
- (c) Any person seeking a permit shall file a completed application with the Chief Communication Officer within the time frame required by this article or as stated on the application form, whichever time provides greater opportunity for review of the application by the City. The application shall be signed by the applicant or the

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applicant's duly authorized representative or agent under oath or affirmation. [This application can be obtained in person at City Hall, or on the City website.](#)

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-38. Permit application considerations.

- (a) Upon receipt of a completed application, a copy of the application shall be forwarded to the Police Department, Public Works Department and any other department or agency as determined by the permit review committee. Each department shall review the application and provide comments to the Permit Review Committee.
- (b) In determining whether to approve or deny an application for a permit, the Permit Review Committee shall consider the following factors:
 - (1) The potential for the parade, public assembly or event to substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location.
 - (2) The potential for the parade, public assembly or event to require the diversion of so great a number of City police officers to properly police the event as to prevent normal police protection of the City.
 - (3) The potential for concentration of persons, animals, and vehicles at public assembly points of the parade, public assembly or event to unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to public assembly areas.
 - (4) The potential for the conduct of the parade, public assembly or event to cause injury to persons or property.
 - (5) Comments submitted by the departments listed in subsection (a).
 - (6) Applications or permits for parades, public assemblies, or other events for reasonably contemporaneous times and proximate locations which might unduly inconvenience the public in the use of public facilities, or unreasonably strain public facilities or services, or otherwise have an immediate and adverse effect upon the welfare and safety of persons and property.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-39. Standards for action on application.

A permit shall be issued when, from a consideration of the application and from such other information as may otherwise be obtained, the permit review committee finds that:

- (1) The application is complete and sets forth accurately and in sufficient detail the information required for consideration.
- (2) Conduct of the event will not unduly inconvenience either the public in using public areas normally open for general public use or the City in the conduct of governmental operations.
- (3) Adequate sanitation and other required health facilities are or will be made available in or adjacent to the area in which the event will be held.
- (4) There are sufficient parking places near the site of the event to accommodate the number of vehicles reasonably expected.

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- (5) The applicant has secured or provided for the cost of additional police protection or otherwise arranged for event security, if any, as may be required under section 32-42.
- (6) The ~~application~~applicant has paid or provided for payment of any expenses or costs as may be required under section 32-41.
- (7) No event is scheduled elsewhere in the City where city resources (including, but not limited to, law enforcement, fire, or public works personnel) required for the events are so great that their deployment would have an immediate and adverse effect upon the welfare and safety of persons and property.
- (8) No permit may be issued that allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk, or right-of-way unless advance approval for the erection or placement of the structure is obtained from the City.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-40. Expedited or extended application review.

- (a) Upon request of an applicant, the permit review committee may agree to an expedited application review when the applicant demonstrates that compliance with the standard review process (1) is not required due to size, location, duration, or other appropriate factors, indicating that public safety, welfare, and convenience would not be affected by expedited review or (2) would substantially burden protected rights, including speech and assembly, as to matters of public concern and the expedited review process would allow reasonable review to address substantial matters of public safety, welfare, and convenience.
- (b) Upon determining that the size, location, duration, or other appropriate factors that affect public safety, welfare, and convenience, require more intensive review of an application, the permit review committee, after notice to the applicant, may extend the standard review period by a time not to exceed 72 hours.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-41. Fees.

- (a) A non-refundable application processing fee of \$50.00 to cover administrative costs of processing the permit application shall be paid to the City by the applicant when the application is filed.
- (b) The city may require the applicant to pay rental fees, service charges, or costs incurred by the City in accordance with this article.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-42. Police protection; public works and other.

- (a) *Police protection.*
 - (1) If possible, without disruption of ordinary police services or compromise of public safety and welfare, regularly scheduled on-duty police personnel shall cover the event.
 - (2) When reviewing an application, the police chief shall determine whether and to what extent additional police protection is reasonably necessary for the event for traffic control and public safety and welfare, including public convenience. The police chief shall base this decision on relevant criteria including, but not limited to, the size (including participants, spectators, counter-demonstrators), location, duration,

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time and date of the event; the number of streets and intersections blocked; and the need to detour or preempt public travel and use of streets and sidewalks.

- (3) The speech content of the event shall not be a factor in determining the amount of police protection necessary.
- (4) If additional police protection for the event is deemed necessary by the police chief, he shall so inform the permit review committee and applicant. The applicant shall be responsible for bearing the cost of the additional police protection deemed necessary by the Police Chief.

(b) *Public works.* ~~Based on the scope of the assembly, the City shall determine the need for if the applicant shall be required to pay for or provide~~ additional public works-related ~~actions~~services, such as lighting, refuse receptacle and pick-up, sanitary facilities, traffic control signs, devices, or personnel. ~~If any of these additional services are determined to be needed, all such services shall be provided at the expense of the applicant.~~

(c) *Other expenses.* In circumstances where the event itself may be expected to cause the City to incur additional, extraordinary expenses, the permit review committee shall identify such expenses and the basis for determining them to be extraordinary. Such expenses may be imposed upon the applicant as a condition of approval of the permit.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-43. Non-discrimination.

The permit review committee shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this article based upon political, religious, ethnic, race, disability, sexual orientation or gender-related grounds or other criteria that would constitute a violation of state or federal law.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-44. Recurring events; continuing permits.

Regularly held and scheduled events shall obtain a permit in accordance with the City's Special Event Policy.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-45. Administrative action on application.

- (a) Upon receiving an application, the permit review committee shall determine within 48 hours if the application is complete or if any additional preliminary information is required and shall so inform the applicant. The applicant shall provide such required information prior to further consideration of the application. The requirement to supplement the application at this stage does not prevent the permit review committee from requiring additional information during its review and action upon the application.
- (b) After accepting an application, the permit review committee shall forward it for review and comment to the Police Department, Public Works Department, and to any other city department, employee, official or board deemed appropriate. Such review and comment shall occur within three days unless that period is extended by the permit review committee.

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- (c) The permit review committee also may refer the application for review by other governmental entities (e.g. county, regional or state authorities) as deemed appropriate.
- (d) After receiving comments from such reviews and after considering such other information as deemed appropriate, the permit review committee may require the applicant to submit additional information or respond to the reviews and recommendations or impose such conditions as are appropriate under the circumstances.
- (e) Upon completion of the foregoing, the permit review committee shall act on the application. The permit review committee may approve, amend, approve with conditions, or deny the application. For any action other than approval as submitted, the permit review committee shall include a brief summary of the reasons for the decision.
- (f) Unless otherwise provided in this article or agreed to by the applicant, the permit review committee shall act on an application within seven days after determining that the application is complete in accordance with subsection (a) of this section. If a completed application has been submitted in a timely manner, the permit review committee shall in any event act upon the application and provide notice to the applicant in accordance with section 32-46 no later than two days prior to the event.
- (g) The permit review committee may authorize the conduct of the event at a date, time, location, or route different from that proposed by the applicant. An applicant desiring to accept such an alternate permit shall so notify the permit review committee in writing not less than three days after notice of the permit review committee's action, or, if less than five days remain before the event after notice of the permit review committee's action, within 24 hours. An alternate permit shall conform to the requirements of, and shall have the effect of, a permit issued under this article.
- (h) A person aggrieved and directly affected by a decision of the permit review committee under the section may file an interim or final administrative appeal pursuant to section 32-47.

(Ord. No. 2019-12, 3-4-2019)

Sec. 32-46. Notice of action on application.

The permit review committee shall act upon a timely filed application for permit in accordance with section 32-45. The permit review committee shall notify the applicant of action on the application either by personal delivery, [email](#) or certified mail at least [at least](#) 48 hours prior to the event. If the application is denied, approved with conditions, or otherwise modified, the [notification](#) shall include a statement of the reason(s) for such action.

(Ord. No. 2019-12, 3-4-2019)

Sec. 32-47. Interim and final appeals.

An applicant or other person who is directly affected by a decision of the permit review committee under this article may file an appeal of the decision as provided in this section.

- (1) *Interim appeal.* Prior to a final decision by the permit review committee, an applicant who claims that delay, imposition of conditions, or other action by the City violates any applicable law or unreasonably and improperly interferes with constitutionally protected rights, may file an interim appeal as follows:
 - a. The applicant shall notify the Permit Review Committee in writing of the claim specifying in detail the basis for the claim. The Permit Review Committee shall review the notice and determine if administrative action will adequately resolve the problem.

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- b. If the applicant is not satisfied by such administrative action, the applicant may file a written appeal within 48 hours to the City Manager, with a copy to the City Clerk specifying the grounds for the appeal. The City Manager shall review the appeal to determine if he/she will hear the matter or if he/she determines that grounds for appeal are not properly set forth.
 - c. If the City Manager determines that the appeal will not be heard, he/she shall notify the applicant within 24 hours of such decision. If the appeal proceeds, the City Manager shall schedule a hearing on the matter within two days with such notice to the applicant as is deemed appropriate under the circumstances. At the hearing, the City Manager shall hear the applicant, the permit review committee, and such other persons as may be allowed to speak. Within 48 hours after the hearing, the City Manager shall issue his/her decision in writing and shall so notify the applicant.
- (2) *Appeal of final action.* The applicant or any person directly affected by final administrative action on an application may file a written appeal with the City Manager with a copy to the City Clerk no later than three days after the final action. The appeal shall state with specificity the grounds for the appeal. The City Manager may deny an appeal without a hearing if he/she determines on the face of the appeal (within 14 days of the filing of the appeal) that it has no merit and shall so notify the applicant and other directly affected parties in writing within 48 hours after such determination. If the appeal proceeds, the City Manager shall schedule a hearing within 14 days of the filing of the appeal. The appeal hearing shall be limited to the grounds stated in the appeal. The appellant/applicant (if not the appellant), the Permit Review Committee, and other persons directly affected may speak or submit evidence at the hearing. The City Manager may determine who is permitted to participate in the hearing. The City Manager shall issue his/her decision on the appeal, stating the reasons for the decision, within five business days after the hearing.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-48. Duties of permittees.

- (a) A permittee shall comply with all requirements of this article, all permit terms and conditions, and all applicable laws and ordinances in effect at the time of the event.
- (b) The individual identified in the application as the agent or representative of the applicant/permittee, or some other person designated in the permit, shall have the permit in his or her possession at all times during the event for which the permit is issued.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-49. General prohibitions.

It shall be a violation of this article for any person:

- (1) To stage, present, or conduct any event for which a permit is required by this article without first having obtained a permit;
- (2) To participate in an event which that person knows is required to have a permit under this article when that permit has not been issued; or
- (3) When the person is the permittee, or an agent or representative of a permittee, to knowingly fail to comply with any term of condition of the permit.

~~(Ord. No. 2019-12, 3-4-2019)~~

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Sec. 32-50. Specific prohibitions.

In addition to any other prohibitions set forth in this article, the following prohibitions apply to permits for parades and public assemblies. No person may:

- (1) Engage in any parade or public assembly activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property.
- (2) Carry or possess any length of lumber, wood, or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one-fourth-inch or less in thickness and two inches or less in width or if not generally rectangular in shape, such object shall not exceed three-fourths-inch in its thickest dimension. Metal of any kind shall be prohibited.
- (3) Carry any sign, poster, plaque, or notice, whether or not mounted on a length of material as specified in subdivision (2), unless such sign, poster, plaque, or notice is constructed or made of cloth, paper, or cardboard material.
- (4) Utilize sound amplification equipment or noise levels that violate applicable city ordinance(s) or that otherwise causes substantial interference with public health and welfare so as to cause a public nuisance.
- (5) Ride, drive, or cause to be ridden or driven any animal-drawn vehicle upon any public street, unless specifically authorized by the permit.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-51. Content of permit.

- (a) Each parade or public assembly permit shall state the following information:
 - (1) Starting and approximate ending time;
 - (2) Minimum speed of parade units;
 - (3) Maximum speed of parade units;
 - (4) The portions of the streets that may be occupied by the parade or public assembly;
 - (5) The maximum length of the parade in miles or fractions thereof.
- (b) A permit also shall contain such other information as the permit review committee deems appropriate for the purposes of this article, including any conditions or limitations upon exercise of the permit.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-52. Notice of approved permit.

- (a) Upon the issuance of a parade or public assembly permit, the permit review committee shall promptly send a copy of the permit to the Police Chief; the City Clerk; and the ~~Director of Public Works~~ Director.
- (b) A copy of any permit issued under this article shall be deemed a public record and shall be available for public inspection.

~~(Ord. No. 2019-12, 3-4-2019)~~

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Sec. 32-53. Commercial parades or assemblies.

- (a) Parades or public assembly permits that seek to utilize public facilities where the primary purpose of the event is to promote any products, goods or event that is primarily for private profit-making purposes may be approved only if:
 - (1) The public facility is not otherwise required for use for public purposes;
 - (2) All costs to the City, direct and indirect, are reimbursed in full by the sponsor of the event; and
 - (3) The application satisfies all other provisions of this article.
- (b) The limitation on advertising and promotion of commercial products, goods or events shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in a parade or public assembly conducted primarily by a not-for-profit organization or for a related purpose.
- (c) The limitations set forth in this section ~~are~~ not intended to prevent assemblies or parades conducted for private profit purposes ~~that are~~ conducted on private property in full accord with local land use and other ordinances and which incidentally may utilize public streets, sidewalks or other places. However, a permit must be obtained under this article for such incidental uses.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-54. Public conduct during parades or public assemblies.

- (a) No person may unreasonably hamper, obstruct, impede, or interfere with any parade or public assembly or with any person, vehicle, or animal participating or used in a parade or public assembly.
- (b) No driver of a vehicle shall drive between the vehicles or persons comprising a parade or public assembly when such vehicles or person are in motion and are conspicuously designated as a parade or public assembly.
- (c) The Police Chief (or other appropriate board or official), when reasonably necessary, may prohibit or restrict the parking of vehicles along a street constituting a part of the route or location of a parade or public assembly. The police chief (or other board or official) shall post signs to that effect. Any person who parks or leaves a vehicle unattended in violation of such requirement in a posted area shall be guilty of a violation (or other offense) in accordance with city parking ordinances.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-55. Participation in event; restrictions.

- (a) *Participation.* An event for which a permit is issued to a private entity that is not part of the local government of the City or an event that is not sponsored directly or indirectly by the City shall not be deemed state or governmental action. Accordingly, the City shall not compel or otherwise direct the inclusion or exclusion in the event of any group or class of individuals.
- (b) *Restrictions on participation.* An event subject to this article may be limited as to the number of participants in the interest of safety, health, public order, and adequacy of facilities and security. If the number of participants is so limited, the permit shall specify an objective manner in which participants are selected and shall provide an expedited manner of appealing any exclusion in accordance with section 32-47. The number of participants also may be restricted by order of the ~~Director or~~ Police Chief, even if not limited in the permit, based on considerations of public health, safety and welfare.

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~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-56. Cost recovery.

If a permittee fails to pay costs or take actions required under this article, the City, after requesting the permittee for payment, may seek to recover such costs from the permittee or other responsible person by appropriate legal action. If the City prevails in any such action for recovery, it shall be entitled to reimbursement of any costs incurred in seeking such recovery, including court costs and attorney's fees. Cost recovery from permittees and participants shall be focused upon the conduct of the permittees and authorized participants and not on conduct of observers or others over whom permittee cannot reasonably be expected to exercise control.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-57. Revocation or suspension of permit.

- (a) The permit review committee may suspend or revoke any permit issued under this article upon finding any violation of this article, the terms or conditions imposed in the permit, or for any other action deemed detrimental to public health and safety. Such revocation shall take effect immediately, and the permit review committee shall promptly notify the permittee of revocation. After revocation, the permittee may not conduct the event, or if the event has commenced, shall immediately cause the event to be terminated in a safe and proper manner.
- (b) If a public emergency arises where city resources required for the emergency are so great that deployment of city personnel, equipment or services for a parade or public assembly would have an immediate, adverse effect upon welfare and safety of persons or property, the Permit Review Committee may suspend or revoke the permit and the permittee shall comply with such directives as the Permit Review Committee may impose.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-58. Enforcement.

This article may be enforced by injunction, restraining order, declaratory relief or such other order as may be imposed by a court with appropriate jurisdiction.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-59. Violations/penalties.

It shall be unlawful for any person to violate this article or to violate or deviate from the terms or conditions of any permit issued under this article. A violation of this article or the terms or conditions of a permit shall be punishable by a fine not to exceed \$1,000.00 ~~(not including added surcharges or fines authorized by state law)~~ or six months in jail or any other remedy ~~as~~ the City determines to be reasonable.

~~(Ord. No. 2019-12, 3-4-2019)~~

Sec. 32-60. Judicial review.

Any person aggrieved by a decision under this article may appeal from that decision to a court with appropriate jurisdiction in accordance with applicable statutes or court rules. Any person who is granted standing to file administrative appeals pursuant to section 32-47 shall first exhaust such administrative remedies prior to seeking judicial relief.

~~(Ord. No. 2019-12, 3-4-2019)~~

~~Sec. 32-61. Severability.~~

~~If any provision of this article is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.~~

~~(Ord. No. 2019-12, 3-4-2019)~~

Secs. 32-6~~21~~—32-65. Reserved.

ARTICLE IV. CITY HALL AND MUNICIPAL COURT OPERATING REGULATIONS

Sec. 32-66. Title.

The following article is adopted and shall apply to the operation of ~~the City of Lawrenceville~~ City Hall and ~~municipal court building (hereinafter referred to as "City Hall")~~, which is located at 70 South Clayton Street, City of Lawrenceville, Gwinnett County, Georgia. The provisions of these regulations shall apply to all persons and personnel entering ~~the~~ City Hall. The guidelines of this operating procedure shall apply to all employees, agencies, and departments operating in ~~the~~ City Hall.

~~(Code 2005, § 48-101)~~

Sec. 32-67. Police enforcement.

The City of Lawrenceville Police Department shall be the chief security force for ~~the~~ City Hall, including, but not limited to, the Court operations.

~~(Code 2005, § 48-102)~~

Sec. 32-68. Inspection of items.

Packages, briefcases, and any other containers brought into or being removed from City Hall shall be subject to inspection by the Police. By entering into ~~the~~ City Hall premises, the parties are waiving their right to have their person inspected in order to maintain absolute security and safety of the premises.

~~(Code 2005, § 48-103)~~

Sec. 32-69. Hours of operations.

~~The~~ City Hall shall be open to the public during normal business hours. The normal business hours of ~~the~~ City Hall are 8:00 a.m. to 5:00 p.m., Monday through Friday, or as otherwise designated by the City Manager ~~of the City of Lawrenceville~~. City Hall shall ~~also~~ be closed on holidays which have been designated by the ~~City Council of the City of Lawrenceville~~. ~~The~~ City Hall may be closed to the public during normal business hours when situations require this action to ensure the safety of ~~City~~ personnel or the orderly conduct of business. The decision to close City Hall during normal business hours shall be made by the City Manager ~~in consultation with the Mayor~~.

~~(Code 2005, § 48-104)~~

Sec. 32-70. Damage or destruction of City Hall.

The willful destruction of or damage to ~~the~~ City Hall or its contents, the creation of any hazards to persons within ~~the~~ City Hall and the throwing of articles of any kind within ~~the~~ City Hall or from any level of ~~the~~ City Hall is prohibited.

~~(Code 2005, § 48-105)~~

Sec. 32-71. Official signs.

Persons entering ~~the~~ City Hall shall at all times comply with the official signs of a prohibitory, regulatory, or directory nature and with the instructions and directives of the Police and any other designated employees of the ~~City~~.

~~(Code 2005, § 48-106)~~

Sec. 32-72. Disorderly conduct.

Any unwarranted loitering, disorderly conduct, or other conduct in ~~the~~ City Hall which creates loud or unusual noise or nuisance; unreasonably obstructs the usual entrances, foyers, lobbies, corridors, offices, restrooms, elevators, stairways, or courtrooms; or otherwise impedes or disrupts the performance of official duties of the ~~Mayor and City Council~~, Court personnel, and other City personnel; or prevents the general public from obtaining the services provided in the City Hall in a safe and timely manner, is prohibited.

~~(Code 2005, § 48-107)~~

Sec. 32-73. Influence of alcohol and drugs.

No person shall enter or remain in ~~the~~ City Hall while under the influence of alcoholic beverages or drugs. This prohibition shall not apply in cases where a drug has been prescribed by a licensed physician.

~~(Code 2005, § 48-108)~~

Sec. 32-74. Animals.

Dogs and other animals shall not be brought into ~~the~~ City Hall for any purpose. The only exceptions to this provision are animals used as seeing-eye dogs or other service animals, ~~for the blind or disabled~~ and animals brought into ~~the~~ City Hall by ~~C~~city employees acting in their official capacity.

~~(Code 2005, § 48-109)~~

Sec. 32-75. Soliciting or distributing materials.

Posting, ~~or affixing or distributing~~ materials, such as pamphlets, handbills, or flyers, and the posting or affixing of said items on bulletin boards or elsewhere within ~~the~~ City Hall is prohibited except as authorized in writing by the City Manager ~~of the City of Lawrenceville.~~

~~(Code 2005, § 48-110)~~

Sec. 32-76. Weapons.

No unauthorized person shall enter, or while in ~~the~~ City Hall, carry or possess firearms or dangerous weapons, knives, explosives or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed.

~~(Code 2005, § 48-111)~~

Sec. 32-77. Electronic devices to be turned off or silenced.

All electronic devices shall be turned off or silenced in areas designated within ~~the~~ City Hall ~~and the Police Department~~ ~~with the exception of emergency responders~~. All electronic devices shall be turned off in courtrooms and court processing areas, unless otherwise specifically authorized by the Municipal Court Judge.

~~(Code 2005, § 48-112)~~

Sec. 32-78. Law enforcement officers.

Law enforcement officers or other public officials who are required to carry firearms in performance of their duties shall observe the following when carrying firearms in ~~the~~ City Hall:

- (1) No person shall carry a firearm into any courtroom without first obtaining permission from the Judge presiding, except officers assigned to provide security for the courtroom.
- (2) Persons authorized to bring firearms into ~~the~~ City Hall shall be in uniform or, if permitted to wear civilian clothes, must display, in clear view of the public, their official badge or their agency's official identification card.
- (3) Employees of private security agencies are prohibited from bringing firearms into ~~the~~ City Hall.

~~(Code 2005, § 48-113)~~

Sec. 32-79. Enforcement and penalty.

The Police Chief shall be primarily responsible for enforcement of these regulations, along with such parties as he shall designate. Any person refusing to comply with the provisions of these regulations shall be removed from the City Hall or detained and brought before the Judge of the Municipal Court for disposition of an appropriate citation. Violations of these regulations shall be punishable by a finding of contempt, if appropriate, or shall be punishable in accordance with the provisions of this Code, by fines not to exceed \$1,000.00 per offense not including added surcharges or fines authorized by state law or shall be punishable by imprisonment of not more than 180 days. In the enforcement of the punishment set forth in this provision, the Municipal Court is authorized to use any combination of fines, citations and imprisonment within the guidelines set forth in this section. In the enforcement of punishment set forth in this section, the Municipal Court is authorized to use any combination of fines, citations, restitution, and imprisonment within the guidelines set forth in this section.

(Code 2005, § 48-114)

Sec. 32-80. Remedies not exclusive.

Notwithstanding anything contained in this regulation, the provisions of these regulations are not intended to amend, appeal, or abrogate in any way any other State, County, or local laws, rules, or regulations applicable to City Hall.

(Code 2005, § 48-115)

ARTICLE V. ~~UTILITY~~ RIGHT-OF-WAY ENCROACHMENT

Sec. 32-81. Declaration of findings and purpose, scope, authority, and definitions.

(a) ~~(a)~~ Intent and purpose. The City of Lawrenceville (the "City") is vitally concerned with the use, construction within, and occupancy of all rights-of-way in the City as such rights-of-way are a valuable and limited resource which must be utilized to promote the public health, safety, welfare, economic development of the City, and to protect public work infrastructure. This ordinance prescribes the minimum requirements for the accommodation of public and private utilities/entities within the City's Rights-of-Way and established a uniform permitting and inspection process and reasonable regulations.

~~Therefore, the City, under the authority of the Laws and Constitution of the State of Georgia, including, but not limited to, article IX, section II, paragraphs 2 and 3 of the Georgia Constitution, O.C.G.A. § 36-34-2 and O.C.G.A. § 36-35-3, has adopted this article for the purpose of regulating public and private entities which use the City rights-of-way.~~

(b) ~~(b)~~ Scope. The provisions of this chapter shall apply to all utilities, entities and facilities occupying the rights-of-way as provided herein. Activities included in this article are but not limited to, construction in the right-of-way, including paving, lane closures, sidewalk repair, outdoor right-of-way operations, etc. Where a franchise agreement, pole attachment agreement, or other agreement for the use of the City's rights of way has been entered into with the City, the provisions of such agreement shall control if any such provisions are in conflict with this article.

(c) Authority. Pursuant to O.C.G.A. §32-4-92(a)(10) the City may grant permits and establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or

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appliances of any utility in, on, along, over, or under any part of its municipal street system and of a county road system lying within its municipal limits. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public Rights of Way.

- (ed) *Definitions.* For the purposes of this chapter, the following terms, phrases, words, and their derivations have the meanings set forth herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "sections" are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms whether or not capitalized.

(1) Broadband Services means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:

- (i) Access to the internet; or
- (ii) Computer processing, information storage, or protocol conversion.

(2) *City* means the City of Lawrenceville, Georgia;

(3) *City Clerk* means the City Clerk of the City of Lawrenceville, Georgia, or his or her designee;

(4) *City Engineer* means the City Engineer of the City of Lawrenceville, Georgia, or his or her designee;

(5) *Codified ordinances* means the codified ordinances of the City of Lawrenceville, Georgia;

(6) *Construct* means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the right-of-way;

(7) *Construction* means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the right-of-way;

(8) *Emergency* means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property;

(9) Entity means the owner, lessor, renter, or manager of the property along the right-of way including a utility and facility;

(10) *Facility or facilities* means any tangible thing, including, but not limited to, pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any utility in, on, along, over, or under any part of the rights-of-way within the City;

(11) *Facilities representative(s)* means the specifically identified agent(s)/employee(s) of a utility who are authorized to direct field activities of that utility and serve as official notice agent(s) for facilities related information. Utility shall be required to make sure at least one of its facilities representatives is available at all times (on-site) to receive notice of, and immediately direct response to, facilities related emergencies or situations;

(12) *FCC* means the Federal Communications Commission or any successor thereto;

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~~(111213)~~ Operator or Permittee means the owner, lessor, renter, or manager of the property along the right-of-way:

Permit means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any public right-of-way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Code of Ordinances;

~~(121314)~~ Right(s)-of-way means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing facilities;

~~(131415)~~ Service(s) means the offering of any service by a utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a utility between two or more points for a proprietary purpose to a class of users other than the general public;

~~(141516)~~ Service agreement means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to law and accepted by a utility or entered into by and between the City and a utility, which allows such utility to operate or provide service within the geographic limits of the City;

~~(151617)~~ Street or streets means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, tunnels and public places of the City within the corporate limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof;

~~(161718)~~ Transfer means the disposal by the utility, directly or indirectly, by gift, assignment, sale, merger, consolidation, or otherwise, of more than 50 percent at one time of the ownership or controlling interest in the facilities, or of more than 50 percent cumulatively over the term of a written approval of registration of such interests to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert;

~~(171819)~~ Unused facilities means facilities located in the rights-of-way which have remained unused for 12 months and for which the utility is unable to provide the City with a plan detailing the procedure by which the utility intends to begin actively using such facilities within the next 12 months, or that it has a potential purchaser or user of the facilities who will be actively using the facilities within the next 12 months, or, that the availability of such facilities is required by the utility to adequately and efficiently operate its facilities;

~~(181920)~~ Utility or utilities means all privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, utility, service, contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.

~~{Ord. No. 2016-06, § 2, 3-7-2016}~~

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Sec. 32-82. Utility Right of Way registration.

- (a) *Administration.* The City Clerk ~~or his or her designee~~ shall be the city official responsible for the administration of this section.
- (b) *Registration required.*
- (1) Each utility entity who occupies, uses or has facilities in the rights-of-way at the time of passage of this article, including by lease, sublease or assignment, to operate facilities located in the rights-of-way, unless specifically exempted by state or federal law or this Code, shall file a registration statement with the City Clerk within 90 days of the effective date of this article.
 - (2) Following the effective date of this article from which this section is derived, each utility entity who seeks to have facilities located in the rights-of-way under the control of the City, unless specifically exempted by state or federal law or this Code, shall file a registration statement with the City Clerk.
- (c) *Registration procedure.* The registration information provided to the City shall be on a form approved by the City Clerk and include, but not be limited to:
- (1) The name, legal status (i.e., partnership, corporation, etc.), street address, email address, and telephone ~~and facsimile~~ numbers of the utility entity filing the registration statement (the "registrant"). If the registrant is not the owner of the facility in the right-of-way, the registration shall include the name, street address, email address if applicable, and telephone ~~and facsimile~~ numbers of the owner;
 - (2) The name, street address, email address if applicable and telephone ~~and facsimile~~ numbers of one or more facilities representative(s). Current information regarding how to contact the facilities representative(s) in an emergency shall be provided at the time of filing a registration and shall be updated as necessary to ~~assure~~ ensure accurate contact information is available to the City at all times;
 - (3) A copy of the utility's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements;
 - (4) A copy of the service agreement, if applicable, or other legal instrument that authorizes the utility entity to use or occupy the right-of-way for the purpose described in the registration;
 - (5) All required information pursuant to O.C.G.A. § 46-5-1(b) for those utilities which are considered a "telephone company" under O.C.G.A. § 46-5-1 and seeking to install lines and similar facilities with the City's rights-of-way.
- (d) *Incomplete registration.* If a registration is incomplete, the City Clerk shall notify the registrant and shall provide a reasonable period of time in which to complete the registration. If a registration is complete, the City Clerk shall so notify the utility entity in writing.
- (e) *Acceptance of the registration shall not convey title in the rights-of-way.* Acceptance of the registration is only the nonexclusive, limited right to occupy rights-of-way in the City for the limited purposes stated in the acceptance. Acceptance of the registration does not excuse a utility entity from obtaining permits required by City ordinances nor from obtaining appropriate access or pole attachment agreements before using the facilities of others, including the City. Acceptance of the registration does not excuse a utility entity from notifying the City of construction as required herein.
- (~~h~~f) *Facilities in place without registration.* Beginning one year after the effective date of this chapter, any facilities or part of a facility found in a right-of-way for which registration is required, but has not been obtained unless specifically exempted by law, and for which no valid service agreement exists with the City, may be deemed to be a nuisance and an unauthorized use of the rights-of-way. The City may exercise any

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remedies or rights it has at law or in equity, including, but not limited to abating the nuisance; taking possession of the facilities, evicting the utility entity from the right-of-way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise allowed in law or in equity.

(g) Termination of registration.

- (1) The registration statement shall remain in place for one (1) year and renew each subsequent year automatically unless the utility is in default. The City shall give written notice of default to an utility entity if it is determined that ~~a utility~~ the entity has:
 - (a) Violated any provision or requirement of the issuance or acceptance of a registration application or any law of the City, State, or federal government;
 - (b) Attempted to evade any provision or requirement of this chapter;
 - (c) Practiced any fraud or deceit upon the City; or
 - (d) Made a material misrepresentation of fact in its application for registration.
- (2) If ~~a utility~~ an entity fails to cure a default within 20 working days after such notice is provided to the utility entity by the City, then such default shall be a material breach and the City may exercise any remedies or rights it has at law or in equity to terminate the approval of registration. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:
 - (a) The City shall serve the utility entity with a written notice of the reason or cause for proposed termination and shall allow the utility entity a minimum of 15 calendar days to cure its breach.
 - (b) If the utility entity fails to cure within 15 calendar days, the City may declare the registration terminated.

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~~{Ord. No. 2016-06, § 2, 3-7-2016}~~

Sec. 32-83. ~~Construction notification~~Encroachment permit required.

- (a) ~~Notification-Permit~~ **required.** A right-of-way encroachment permit is required for any land disturbing activity or building activity conducted by any person that encroaches on city property and for any activity that may impact the soil, vegetation (including trees), sidewalk, curb, landscape strip, road, utilities, or other infrastructure. It shall be unlawful for any utility entity to excavate or to construct, install, maintain, renew, remove or relocate facilities in, on, along, over or under the ~~public roads of the City~~ right-of-way without first providing ~~written notification~~ a construction application to the ~~office of the City Engineer~~ City Clerk and receiving an encroachment permit in accordance with the terms of this ~~section~~ article.
- (b) ~~Notification-Permit~~ **procedure.** Written ~~notification~~ application of construction and encroachment plan shall be made to the office of the City ~~Engineer~~ Clerk on a form approved by the City ~~Engineer~~ Clerk and shall include the following:
 - (1) The name ~~and~~, physical address, and telephone number of the utility applicant;
 - (2) The name, address, and telephone number of the person preparing the encroachment plan
 - (3) Location of the encroachment (address)
 - (~~24~~) The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed facility or operations as described in the permit application. The plans shall show the size or capacity of facilities to be installed; their relationship to street features such as right-of-way lines, pavement edge, structures, etc., horizontal

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and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the street and its operation;

(35) Pedestrian and vehicular Traffic Control Plan following the latest Manual on Uniform Traffic Control Devices for Streets and Highways. Plan should include how pedestrian and vehicular traffic will be routed during encroachment activity;

(346) The name and physical address of the person or firm who is to do such work;

(457) The name, street address, email address if applicable and telephone ~~and facsimile~~ numbers of one (1) or more facilities representative(s);

(568) The projected dates for the work to be started and finished;

(679) The estimated cost of the project;

(7810) An indemnity bond ~~or other acceptable security~~ in an amount to be set by the City to pay any damages to any part of the city ~~road system~~ right-of-way or other City property or to any city employee or member of the public caused by activity or work of the utility performed under authority of the permit issued;

(8911) A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, Permits, or agreements; and

(91012) A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application; and

(1113) A copy, if requested, of the stamped survey plan, from a State Certified Surveyor with applications, permits, approvals and/or agreements.

(c) Permit Fees. ~~Fees shall be determined by the City, subject to the approval by resolution of the City Council. The applicant shall pay an administrative review fee in the amount of \$100.00 for each permit application submitted. The fee shall be waived for any person performing activities requested by the city. However, an application, right-of-way encroachment plan, and right-of-way encroachment permit shall be required.~~

(d) Issuance of Permit. If the City Clerk determines the applicant has satisfied the following requirements, the City Clerk may issue a Permit:

(1) Whether issuing of the approval will be consistent with this article; and

(2) Whether applicant has submitted a complete application and has secured all certificates and other authorizations required by law, if applicable, in order to Construct Facilities in the manner proposed by the applicant; and

(3) The impact on safety, visual quality of the Streets, traffic flow, and other users of the Right of Way and the difficulty and length of time of the project, Construction or maintenance.

(ee) Emergency situations.

(1) Each Utility shall, as soon as reasonably practicable, notify the City of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the Emergency. A Utility who engages in an Emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

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(2) In the event that the City becomes aware of an emergency regarding utility facilities, the City may attempt to contact the affected utility or facilities representative. The City may take whatever action it deems necessary in order to respond to the emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the facilities. The City shall not incur any liability to the utility, for such emergency actions, and the cost of such shall be paid by each utility affected by the emergency.

(d) *Locate requests required for intent to excavate or demolish.* As provided in O.C.G.A. § 25-9-6, the "Georgia Utility Facility Protection Act," and other applicable state law currently in place or as amended, no utility shall commence, perform or engage in blasting or excavating with mechanized equipment unless and until the utility planning the blasting or excavating has given 48 hours' notice by submitting a locate request to the utilities protection center or by calling 8-1-1, beginning the next business day after such notice is provided, excluding hours during days other than business days.

(g) *Effective Period of Permit.*

(1) *Each Permit shall have a set commencement and expiration date based on information provided in the applicant's Permit application.*

(2) *The Permit shall remain in place until construction is completed or until its expiration date six (6) months after permit provided to utility, unless the ~~Utility~~ is in default. The City Clerk may give written notice of default to a Utility if it is determined that a Utility has:*

- i. *Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;*
- ii. *Attempted to evade any provision or requirement of this Ordinance;*
- iii. *Practiced any fraud or deceit upon the City; or*
- iv. *Made a material misrepresentation or omission of fact in its Permit application.*

(h) *Cancellation for Cause.* If a Utility fails to cure a default within twenty (20) calendar days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:

- (1) *City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.*
- (2) *If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.*

(i) *Expiration of Permit.* If work has not commenced within six (6) months of the date of issuance, the Permit will automatically expire.

(j) *Insurance and Bonding Requirements.*

- (1) *Any person seeking to obtain a right-of-way license shall provide proof of insurance or self-insurance to the City Clerk ~~of the City~~. Such insurance shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.*
- (2) *If deemed necessary, the City may require any person seeking to obtain a right of way license to provide a surety bond before issuance of the license. Such bond shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.*
- (3) *In situations where the city requires the person to provide a surety bond, the person shall deposit with the City Clerk a surety bond in an amount determined by the City Engineer to be sufficient to ensure satisfactory*

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completion of the work from a surety company authorized to do business in Georgia and fulfillment of the warranty provided for herein and in a form approved by the city attorney. Said bond shall guarantee completion to the satisfaction of the city of all excavation and street restoration work required by this chapter and by the conditions of the license within the time limits set on the license. Said bond shall further guarantee that all excavation and street restoration work shall be free from settling and defects in workmanship or materials for a period of two years after the date said work is completed and accepted by the City. The bond shall be conditioned to protect and save harmless the City and the City Council from all claims and damages for cleaning or repairing any damage by the person and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license.

(4) Such bond shall protect the City against any damage caused by such person or firm, tendering the surety bond, or any agent, employee or contractor or said person or firm and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license. The person responsible for operations under the right of way license will be given notice of the damage and allowed 72 hours to restore the road and right of way to a safe and operable condition as determined by the City Clerk and the City Engineer. All repairs, material used and final releasing condition shall be approved and accepted by the City Clerk and the City Engineer.

(5) The bond may be released by the municipal governing authority of the City upon notification of completion by the person or firm obtaining the right-of-way license and only upon final inspection of the sites and all affected right of ways and city roads. The bond may be retained against future or continuing operations by the person in the City.

(6) A surety bond shall be issued by a surety acceptable to the City, and shall contain the following endorsement:

"This bond may not be canceled or allowed to lapse until thirty (30) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(7) The municipal governing authority may require verification of continuing coverage as needed.

{ Ord. No. 2016-06, § 2, 3-7-2016 }

Sec. 32-84. Conditions of street occupancy.

The failure to ~~company~~comply with any of the terms and conditions set forth in this section may result in the revocation of registration and removal of facilities from the rights-of-way.

- (a) *Utility accommodation ~~policy and standards manual~~~~adopted~~*. The Georgia Department of Transportation ("GDOT") 2009 Utility Accommodation Policy and Standards Manual (most recent edition), including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time is hereby adopted by reference and incorporated in the article as if fully set forth herein, subject to the amendments and modification contained in this ~~chapter~~article. A copy of the manual shall be maintained at the offices of the ~~city engineer~~city clerk or his designee and open for public inspection. Any conflicts between the provisions of this article and the manual shall be resolved in favor of the manual. References to state personnel, agencies, and fees shall be interpreted, where required, as meaning the City of Lawrenceville municipal equivalents.

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- (b) *Protection of traffic and roadway.* No utility may occupy the City rights-of-way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the City from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the facilities do not jeopardize the traffic, street structure, other users of the right-of-way or the right-of-way itself.
- (c) *Grading.* If the grades or lines of any street within the City right-of-way are changed at any time by the City and this change involves an area in which the utility's facilities are located, then the utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the facilities, or any part thereof, so as to conform with such new grades or lines. In the event the utility refuses or neglects to so protect, alter, or relocate all or part of the facilities, the City shall have the right to break through, remove, alter, or relocate all or any part of the facilities without any liability to the City and the utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- (d) *Installation of poles and other wireholding structures and relocation.* Unless otherwise provided in a valid service agreement, no placement of any pole or wireholding structure of the utility is to be considered a vested interest in the right-of-way, and such poles or structures are to be removed, relocated underground, or modified by the utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.

(e) Notice of Intent to Excavate or Demolish. No Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating Facilities unless and until the Utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the One Call Center, beginning the next working day after such notice is provided, excluding hours during days other than working days.

{Ord. No. 2016-06, § 2, 3-7-2016}

Sec. 32-85. Restoration of property.

- (a) Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.
- (b) A utility shall be liable, at its own cost and expense, to replace, restore or repair, any street, facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of facilities to a condition as good as or better than its condition before the work performed by the utility that caused such disturbance or damage as reasonably determined by the City. If the utility does not commence such replacement or repair after 20 working days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the utility shall pay the reasonable and actual cost of the same. The City may require performance bonds for this restoration of property, per 2020 Georgia Code 25-9-13(b) Each local governing authority is authorized to require by ordinance any bonds on utility contractors and/or on persons performing excavation or blasting within the public right of way or any dedicated utility easement as it may determine to assure compliance with subsection (a) of this Code section.

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A utility shall be liable, at its own cost and expense, to replace, restore or repair, any street, facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of facilities to a condition as good as or better than its condition before the work performed by the utility that caused such disturbance or damage as reasonably determined by the City. If the utility does not commence such replacement or repair after 20 working days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the utility shall pay the reasonable and actual cost of the same. The City may require performance bonds for this restoration of property.

(Ord. No. 2016-06, § 2, 3-7-2016)

Sec. 32-86. Inspection.

- (1) The Utility shall make the construction site available to the City Clerk, City Engineer, and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.
- (2) At any time, including the time of inspection, the City Clerk or City Engineer may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Article or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.
- (3) When the construction under any Permit is completed, the Utility shall notify the City Clerk.
- (4) Notify and provide City with revised plans if the utility installation differs from the original plan.

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Sec. 32-~~86~~87. Discontinuance of operations, abandoned and unused facilities.

- (a) A utility ~~whethat~~ has discontinued or is discontinuing operation of any facilities in the City shall:
 - (1) Provide information satisfactory to the City that the utility's obligations for its facilities in the rights-of-way under this article and any other provision in the codified ordinances or other laws have been lawfully assumed by another utility;
 - (2) Submit a written proposal to re-use its facilities;
 - (3) Submit a written proposal for abandonment of facilities which must be approved by the City Engineer;
 - (4) Remove its entire facilities within a reasonable amount of time and in a manner acceptable to the City; or
 - (5) Submit to the City, in good faith and within a reasonable amount of time, a proposal for transferring ownership of its facilities to the City. If a utility proceeds to transfer ownership to the City, the City may, at its option do one or more of the following:
 - a. Purchase the facilities;
 - b. Accept donation of some or all facilities; or
 - c. Require the utility to post a bond in an amount sufficient to reimburse the City for its reasonably anticipated costs to be incurred in removing the facilities.
- (b) Facilities of a utility ~~who fails~~which fails to comply with the above provision shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights

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it has at law or in equity, including, but not limited to, abating the nuisance; taking possession of the facilities, evicting the utility from the right-of-way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise at law or in equity.

~~(Ord. No. 2016-06, § 2, 3-7-2016)~~

~~Sec. 32-87. Termination of registration.~~

- ~~(a) The registration statement shall remain in place for one year and renew each subsequent year automatically unless the utility is in default. The City shall give written notice of default to a utility if it is determined that a utility has:~~
- ~~(1) Violated any provision or requirement of the issuance or acceptance of a registration application or any law of the City, State, or federal government;~~
 - ~~(2) Attempted to evade any provision or requirement of this chapter;~~
 - ~~(3) Practiced any fraud or deceit upon the City; or~~
 - ~~(4) Made a material misrepresentation of fact in its application for registration.~~
- ~~(b) If a utility fails to cure a default within 20 working days after such notice is provided to the utility by the City, then such default shall be a material breach and the City may exercise any remedies or rights it has at law or in equity to terminate the approval of registration. If the City Engineer decides there is cause or reason to terminate, the following procedure shall be followed:~~
- ~~(1) The City shall serve the utility with a written notice of the reason or cause for proposed termination and shall allow the utility a minimum of 15 calendar days to cure its breach.~~
 - ~~(2) If the utility fails to cure within 15 calendar days, the City may declare the registration terminated.~~

~~(Ord. No. 2016-06, § 2, 3-7-2016)~~

Sec. 32-88. Unauthorized use of public rights-of-way.

- (a) No utility shall use the rights-of-way to operate any facilities that have not been authorized by the City in accordance with the terms of this article.
- (b) No utility shall place or have placed in any facilities in, on, above, within, over, below, under, or through the rights-of-way, unless allowed under this article.
- (c) Each and every unauthorized use shall be deemed to be a violation of this article and a distinct and separate offense. Each and every day any violation of this article continues shall constitute a distinct and separate offense.
- (d) No utility shall fail to comply with the provisions of this article. Each and every failure to comply shall be deemed a distinct and separate offense. Each and every day any violation of this article continues shall constitute a distinct and separate offense.
- (e) Every utility convicted of a violation of any provision of this chapter shall be punished by a fine not exceeding \$1,000.00 per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

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(f) Use of the rights of way without written permission or a permit may be considered trespass and/or criminal trespass. The city reserves the right to pursue charges or damages for trespass and/or criminal trespass as permitted by applicable law.

(Ord. No. 2016-06, § 2, 3-7-2016)

Sec. 32-89. Aesthetic standards.

(a) Authority and scope.

- (1) O.C.G.A. § 32-4-92(a)(10) authorizes the City to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights-of-way.
- (2) The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights-of-way and its uses in the City.
- (3) The objective of this article is to ensure use of the public rights-of-way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.
- (4) This article applies to all requests to locate facilities in the public rights-of-way and ongoing use of the public rights-of-way for such facilities. This article is established pursuant to City Charter and applicable law. This article is administered by the City Clerk.
- (5) Placement or modification of facilities in the public right-of-way shall comply with this article at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.

(b) Definitions. Unless otherwise defined in section 32-81, terms used in this article shall have the meanings given them in O.C.G.A. § 36-66C-2.

(c) Cross references. Definitions in this article include references and citations to applicable federal and State laws. In the event that any referenced section is amended, the definition in the referenced section, as amended, shall control.

(d) Facilities standards.

- (1) Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
- (2) Facilities in the residential, historical and architecturally significant areas shall be visually and architecturally integrated with the residential, historical and architecturally significant areas in which they are located and shall not interfere with prominent vistas or significant public view corridors.
- (3) Facilities must be located in alignment with existing trees and/or facilities.
- (4) Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

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(5) The use of the Poles covered by this Ordinance shall be in conformity with the National Electrical Safety Code (20234) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

- (e) *Undergrounding.* Except as provided in subsections (e)(1) and (e)(2), facilities shall be installed underground in any area where underground utilities exist or are required in the future so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in any area where underground utilities exist or are required in the future has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.
 - (1) Light poles and small wireless facilities collocated thereon may be located above ground in areas of the City where facilities are primarily located underground.
 - (2) The City may: (i) allow collocated small wireless facilities placed aboveground prior to the effective date of this Code and subject to any applicable pole attachment agreement to remain above ground; or (ii) allow the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location, which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.
- (f) *Historic district.* Facilities installed in the historic district of the City shall conform to the provisions of any such historic district currently in effect or approved in the future-
- (g) *Camouflaging.* Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:
 - (1) It is not possible or desirable to match the design and color of facilities with the similar facilities in the same zoning area, as required under subsection (d)(1); or
 - (2) Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.
- (h) *Concealment.* Facilities shall incorporate specific concealment elements to minimize visual impacts.
- (i) *Preferred locations.*
 - (1) Unless otherwise provided by applicable law, facilities shall, to the extent that is it reasonable, be placed in the following areas of the City (i) Industrial (ii) Commercial; (iii) Residential. These areas are identified in terms of priority, meaning Industrial is the most preferred location, followed by Commercial, etc.
 - (2) Facilities may be located outside areas identified in subsection (i)(1) if: (i) facilities must be placed outside of the areas identified in subsection (i)(1) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in subsection (i)(1); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.
- (j) *Installation and modification standards.* Installation of new facilities in, on, along, over, or under the public rights-of-way or modification of existing facilities in, on, along, over, or under the public rights-of-way shall:
 - (1) Minimize risks to public safety-;
 - (±2) Ensure that placement of facilities on existing structures is within the tolerance of those structures;

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- (23) Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right-of-way;
 - (34) Ensure that the City bears no risk or liability as a result of the installations or modifications; and
 - (45) Ensure that use of the public rights-of-way does not inconvenience the public, interfere with the primary uses of the public rights-of-way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the right-of-way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right-of-way.
- (k) *Plans for use.* No facilities shall be placed in, on, along, over, or under the public rights-of-way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.
- (l) *Contact information.* Every facility placed in the public rights-of-way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

(Ord. of 9-18-2019(1))

Sec. 32-90. Fiber Installations Fee and Broadband Service Compensation.

- (a) Permits for fiber installations. In accordance with O.C.G.A. § 46-5-1(b)(19)(B) there will be a one hundred dollars (\$100) Permit fee for any new Permit issued for fiber installations.
- (b) Compensation for Broadband Services. In accordance with O.C.G.A. § 46-5-1(b)(19)(A), any telephone companies that provide Broadband Services to any location within the geographic limits of the City, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any Broadband Services to any location within the geographic limits of the City, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation.

Sec. 32-9091. Pedestrian accessOutdoor Right-of-Way Operations License and Registration.

The purpose of this article is to provide for regulation of outdoor right-of-way operations to enhance our downtown experience. It is to allow qualified entities to operate on public sidewalks, and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation is necessary to protect the public health, safety, and welfare, and the interest of the city and primary use of public streets and sidewalks by pedestrian and vehicular traffic.

- (a) License required. An outdoor right-of-way- license is required for outdoor dining or retail operations in the city right-of-way. The term of the license is one year from the date of issuance. The license is non-transferable and would expire upon the earlier of transfer of ownership, change in use of the establishment, or one year from date of issuance unless otherwise terminated.
- (b) License application fee. A license fee of \$100.00 shall be paid to the city at the time the application is submitted.
- (c) License application. An outdoor right-of-way- application shall be made on the form prescribed by the City with the following information and documents attached.

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and subject to the exercise thereof by the City at any time. A utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the City pursuant to such powers. In particular, all utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of facilities.

- (c) *Compliance.* No person shall be relieved of its obligation to comply with any of the provisions of this chapter by reason of any failure of City to enforce compliance.
- (d) *Appeal of administrative decisions.* All appeals provided for by this article and any notification to the City required by this chapter shall be in writing and sent via certified mail to the ~~City Engineer or~~ City Clerk as specified in this chapter.
- (e) *Chapter headings.* Chapter headings are for convenience only and shall not be used to interpret any portion of this chapter.

~~(Ord. No. 2016-06, § 2, 3-7-2016; Ord. of 9-18-2019(1))~~

~~Editor's note(s) — This section was formerly numbered section 32-89. In light of the addition of a new section 32-89 by Ord. of 9-18-2019(1), this section was renumbered as section 32-90 by the same ordinance.~~

Secs. 32-~~91~~9293—32-100. Reserved.

ARTICLE VI. WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 32-101. Purpose and compliance.

- (a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Lawrenceville, Georgia (the "City") to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights-of-way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights-of-way of the City,
- (b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications, and reasonable conditions regarding placement of small wireless facilities, poles in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights-of-way and its uses in the City.
- (c) The objective of this article is to (i) implement the SWFAA and (ii) ensure use of the public rights-of-way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.
- (d) Any colocation with an Electric Facility owned by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII of Chapter 32 of the Code of the City of Lawrenceville, Georgia.)

~~(Ord. of 9-18-2019(2))~~

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Sec. 32-102. Definitions.

- (a) Unless defined below, terms used in this article shall have the meanings given them in O.C.G.A. § 36-66C-2. As used in this article, the following terms have the following meanings:

Authority pole means a pole owned, managed, or operated by or on behalf of the City. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by the City in its capacity as an electric supplier.

Electric supplier means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state. The City is an Electric Supplier. See Electrical Pole Attachment Ordinance for terms applicable to such facilities owned by the City.

- (b) In the event that any federal or state law containing definitions used in this article is amended, the definition in the referenced section, as amended, shall control.

~~(Ord. of 9-18-2019(2))~~

Sec. 32-103. Permits.

- (a) A permit is required to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).
- (b) Any person seeking to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way shall submit an application to the City Clerk for a permit. Applications are available from the City Clerk. The application template is available by request from the City Clerk. Any material change to information contained in an application shall be submitted in writing to the City Clerk within 30 days after the events necessitating the change.
- (c) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (d) The City Clerk shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.
- (e) Applications for permits shall be approved except as follows:
- (1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.
 - (2) The City Clerk may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).
 - (3) For applications for new poles in the public right-of-way in areas zoned for residential use, the City Clerk may propose an alternate location in the public right-of-way within 100 feet of the location set forth in the application, and the wireless provider shall use the City Clerk proposed alternate location

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unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

- (f) A permit issued under this article shall authorize such person to occupy the public rights-of-way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).
- (g) Upon the issuance of a permit under this article, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities ~~from~~ the public rights-of-way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (h) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.
- (i) The City may revoke a permit issued pursuant to this article if the wireless provider or its equipment placed in the public right-of-way under that permit subsequently is not in compliance with any provision of this article or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to section 32-103(j).
- (j) If a wireless provider occupies the public rights-of-way without obtaining a permit required by this article or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right-of-way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed ~~\$1,000~~\$500.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this article until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (k) All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).
- (l) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.
- (m) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
- (n) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten years.
- (o) Permits shall be renewed following the expiration of the term identified in section 32-103(n) upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

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- (p) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights-of-way, then the City shall, within 60 days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

~~(Ord. of 9-18-2019(2))~~

Sec. 32-104. Removal; relocation; reconditioning; replacement; abandonment.

- (a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).
- (b) In the event of a removal under section 32-104(a), the right-of-way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right-of-way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right-of-way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Article until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City may take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.
- (d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).
- (e) A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

~~(Ord. of 9-18-2019(2))~~

Sec. 32-105. Standards.

- (a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right-of-way as a permitted use: (i) upon a receipt of a permit under this

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article; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h) [and any applicable regulations of the State of Georgia.](#)

- (1) New, modified, or replacement poles installed in the right-of-way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.
- (2) Each new, modified, or replacement pole installed in the right-of-way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:
 - a. Fifty feet above ground level; or
 - b. Ten feet greater in height above ground level than the tallest existing pole in the same public right-of-way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;
- (3) New small wireless facilities in the public right-of-way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.
- (4) New small wireless facilities in the public right-of-way collocated on a new or replacement pole under section 32-105(a)(1) or section 32-105(a)(2) may not extend above the top of such poles.
- (b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.
- (c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:
 - (1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;
 - (2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
 - (3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights-of-way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
 - (4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.
- (d) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under this article and (ii) compliance with applicable codes.
- (e) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under this article and (ii) compliance with applicable codes.

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- (f) Any colocation with an Electric Facility owned by the City shall comply with the Electrical Pole Attachment Ordinance. (See Article VII of Chapter 32 of the Code of the City of Lawrenceville, Georgia.)
- (g) Attachments cannot create physical or visual obstructions or interfere with the use of streets, sidewalks, alleys, parkways, other public ways, and places that are hazardous to vehicular and pedestrian traffic.
- (h) Attachments are not permitted on poles with traffic lights or poles identified as sign poles.
- (i) Attachments shall not interfere with any banners or other attachments owned by the City.
- (j) Any attachment proposed to be located within a 250' radius of another small wireless facility shall be collocated or neutrally hosted; unless Licensee provides sufficient evidence that coverage and capacity needs cannot be met using collocated or neutrally hosted attachments and equipment.
- (k) Any new poles installed shall be "green", meaning such pole does not and not leach any volatile organic compounds or toxic materials into the ground.

~~(Ord. of 9-18-2019(2))~~

Secs. 32-106—32-120. Reserved.

ARTICLE VII. ELECTRICAL POLE ATTACHMENT ORDINANCE

Sec. 32-121. Electrical pole attachment.

- (a) *Purpose and compliance.*
- (1) Georgia law, including without limitation the Revenue Bond Law, O.C.G.A. § 36-82-60, et seq., authorizes the City of Lawrenceville, Georgia (the "City") to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished or made available by such undertakings, including without limitation its herein after defined electrical facilities.
 - (2) The City is an "Electrical Supplier" under the Georgia Territorial Electric Service Act, O.C.G.A. Title 46, Chapter 3, Article 1. As such, the City installs, maintains, and operates poles, wires, towers, transformers, and other equipment for the supply and distribution of electrical power ("Electrical Facilities").
 - (3) The City finds it is in the best interest of the City and its residents and businesses and electric service customers to establish requirements, specifications reasonable conditions regarding the attachment to or collocation on electrical facilities. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the City's electrical facilities.
 - (4) The objective of this article is to (i) provide for the reasonable attachment of any equipment (as defined herein below) to electric facilities in the City and (ii) ensure the safe use and operation of electrical facilities consistent with the national standards and efficient utility operations.
- (b) *Definitions.* As used in this article, the following terms have the following meanings:
- Attachment* means any equipment attached to a pole, including, but not limited to, brackets, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, overlashings, guy wires and anchors required to

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support unbalanced loads. A single attachment includes the vertical space consisting of a total of 12 inches either above or below, but not both, the bolted attachment, exclusive of riser or conduit.

Make ready means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, transfers and other work incident thereto.

Make ready costs means all costs necessary for the City, and other existing parties on the applicable pole, to prepare the poles for a provider's new, additional or modified attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among make ready costs are the costs of installing or changing out primary poles, secondary poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as required by the City. City make ready costs shall be verifiably comparable to the cost the City pays for similar make ready work to its own facilities.

Pole means a wooden, concrete, steel, metal or other material structure owned, controlled, or otherwise operated by the City to support distribution lines and related facilities of the City, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.

Unauthorized attachment means any affixation of any provider attachment to the City's poles, which has not been authorized as required by this article.

Unauthorized attachment fee means the fee to be paid by a provider for each unauthorized attachment.

(c) *Authorized attachments.*

- (1) The only attachments authorized by this article or City law are licenses granted to a provider that is a party to the City's pole attachment agreement for electrical facilities (wired or wireless as appropriate).
- (2) Any provider wishing to make a legal attachment to a City pole must execute the City's pole attachment agreement for electrical facilities (wired or wireless as appropriate) and apply for a license per the terms thereof.

(d) *Unauthorized attachments.*

- (1) If any attachment is identified that was not licensed under the City's applicable pole attachment agreement for electrical facilities, it shall be deemed an "unauthorized attachment" and shall be considered a trespass upon City property.
- (2) The owner of any unauthorized attachment shall pay to the City a one-time fee of ~~\$150.00~~\$500.00 per unauthorized attachment, upon their discovery.
- (3) If the owner of an unidentified attachment is readily ascertainable, they shall be given 30 days in which to enter into a pole attachment agreement for electrical facilities with the City and apply for a license for any unauthorized attachments. Paying the unauthorized attachment fee shall be a condition of approval of any licenses.
- (4) If the owner of the unidentified attachment is not readily ascertainable or neither enters into a pole attachment agreement for electrical facilities with the City within 30 days or does not apply for a license for the unauthorized attachment, such owner will be assessed a charge equal to the make work

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costs incurred by the City for its removal from the City's pole in addition to the unauthorized attachment fee. The unauthorized attachment will be removed from the City pole and discarded.

- (5) A utility lien is hereby established respecting all attachments.

~~(Ord. of 9-18-2019(3))~~

Secs. 32-122—32-130. Reserved.

**ARTICLE VIII. REGULATION OF PLANTING, REMOVAL AND MANAGEMENT OF
SHADE AND ORNAMENTAL TREES ON PUBLIC PROPERTY AND RIGHTS OF WAY**

Sec. 32-131. Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

Administrator: The Public Works Director or designee who is responsible for the administration of the provisions of this article.

Damage: any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance: any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Park and Public Trees and Landscape: Park and Public trees are herein defined as trees, shrubs, bushes, and all other vegetation in public parks and on public property at public facilities, and all area owned by the City, or to which the public has free access.

Street Trees: Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or rights-of-way within the City or lying within all rights-of-ways of all streets, avenues, or ways within the City.

Topping: Topping is defined as the severe cutting back of tree limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Sec. 32-132. Public Tree Protection and Care.

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Except as hereinafter provided, no person except a public utility shall cut, prune, injure, or remove any living tree on or in a public highway, right-of-way, neutral ground, public park, public place, triangle, sidewalk, or other public property; or cut or disturb or interfere in any way with the roots of any tree on public property; or spray with any chemical insecticide or herbicide or other oils or whitewash any tree on public property; or place any wire, rope, sign, poster, barricade, or other fixture on a tree or tree guard on public property; or injure, misuse or remove any device placed to protect any such tree.

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Sec. 32-133. Notification and Penalties.

(a) Any person who shall injure, damage, or destroy any public tree situated upon the public right-of-way of any street, alley, sidewalk, park, or other public property within the City shall promptly notify ~~Public Works~~ the Administrator of such fact and shall, within such reasonable time as specified by the Administrator, ~~Public Works~~, repair or replace the same to the satisfaction of the Administrator ~~Department~~.

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(b) Should the person fail or refuse to repair or replace the damaged or destroyed trees or plants within such reasonable time, the Administrator ~~Public Works~~ shall do or cause to be done the necessary repairing or replacement, and the costs of this work shall be recovered from the person responsible for the damage or destruction by, a proper action of law. In any such action, "The Guide for Establishing Values of Trees and Other Plants," published by the Council of Trees and Landscape Appraisers, current edition, shall form the basis for establishing any monetary damages due for damage or destruction to the tree. In addition, the City may recover for any other damages or losses to which it is entitled by law.

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Sec. 32-134. Penalties ~~for Violations~~

~~In addition to fines permitted by this Code, Any person violating any provision of this ordinance shall be, upon conviction or a plea of guilty, subject to a fine not to exceed \$1000.00 plus the Municipal Court may impose restitution for violations of this article, damages to public trees and property.~~

Sec. 32-135. City Requirements.

(a) The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the rights-of-way of all streets, ~~easements~~, parks, squares, and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

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(b) All tree work taking place on public property being conducted by contractors, subcontractors, or city employees shall conform to International Society of Arboriculture and ANSI 300 and Z-133 arboricultural standards for tree work.

(c) It shall be unlawful as a normal practice for any person, firm, or government entity/department to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this provision of this article by written consent of the Administrator allowing such actions.

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(Supp. No. 9)

(d) It shall be unlawful for any entity, utility, citizen, or tree care company or government to trench, cut, grade, clear, or fill within the critical root zone of any public tree without the expressed written consent of the Administrator.

Sec. 32-136. Authority and Power.

(a) ~~A~~ Delegation of authority and responsibility. The ~~Administrator~~ Director of Public Works and/or their designee, hereinafter referred to as the "Director," shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, easements, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, cable, internet, fiber optic, or any ~~municipal~~ water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

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(b) Coordination among city departments. All city departments will coordinate as necessary with the ~~Director~~ Administrator and will provide services as required to ensure compliance with this article as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the ~~Director~~ Administrator.

Sec. 32-137. Private Landowner Responsibilities and Rights.

(a) Every owner of any tree overhanging any street or right of way within the ~~C~~city shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) feet above street surface or eight (8) feet above the sidewalk surface. Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The ~~C~~city shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight. Any tree or shrub or part thereof located in, overhanging, or interfering with the use of any highway ~~or~~ street, or sidewalk in the ~~C~~city that, in the opinion of the ~~Administrator~~ Director of Public Works, violates the provisions of this ~~A~~ article or endangers the life, health, safety, or property of the public shall be declared a public nuisance. The owner shall be notified of the existence of a nuisance and given a reasonable time for its correction or removal. If not corrected or removed within the time allotted, the ~~Administrator~~ Director of Public Works shall cause the nuisance to be corrected or removed and the cost shall be assessed against the owner or occupant and collected as provided by law.

(b) Duty To Maintain Street Trees Planted. Maintenance of a street tree shall be the responsibility of the owner of the property adjacent to the tree location.

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Sec. 32-138. Emergency Action.

It may become necessary, from time to time, for emergency crews to prune or remove trees to provide for public safety or restore utilities such as natural gas, fiber/cable, phone, electrical, and/or water service. Such an action may be conducted by government, emergency, or utility crews without a permit so as to allow immediate action to prevent damage, restore service, or correct a condition which may pose a hazard to life or property.

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Sec. 32-139. Indemnification.

Nothing contained in this article shall be deemed to impose any liability upon the City, its elected officials, [appointed officials](#), officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant upon any street tree area on his or her property or under his or her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any public property or right of way or public place within the [City](#).

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Sec. 32-140. Appeals.

Appeals ~~of~~ decisions by the [Administrator](#) shall be heard by City ~~Council~~ [Manager](#).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	290 S Perry Street property acquisition (Parcel R5146D067)
Department:	City Manager
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	\$520,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 290 S Perry Street (Parcel R5146D067), 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

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 lthompson@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. The City agrees to enter into a new Lease with the tenant to allow the tenant to remain on the property for a two-year period. The rent will be \$2,500 per month for the first year and \$3,733 per month for the second year.. The tenant will pay utilities, lawncare, and HVAC maintenance. The Buyer will pay taxes, insurance, and be responsible for roofing. The parties will sign a written lease agreement at or before closing, and

the contract is contingent on the parties and the tenant being able to negotiate a lease that is satisfactory to all parties.

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.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	306 S Perry Street property acquisition (Parcel R5146D066)
Department:	City Manager
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	\$315,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 306 S Perry Street (Parcel R5146D066), 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.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: WORK SESSION, OCTOBER 8, 2025

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	38 Reid Street property acquisition (Parcel R5146C032)
Department:	City Manager
Date of Meeting:	Wednesday, October 8, 2025
Fiscal Impact:	\$300,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 38 Reid Street (Parcel R5146C032), 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.

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}

BK 23310 PG 0159

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.