LAWRENCEVILLE
GEORGIA

CITY COUNCIL WORK SESSION
AGENDA

Wednesday, May 13, 2026	Council Chambers
5:00 PM	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. RZM2025-00023; Curt Thompson; 464 West Pike Street
2. RZC2026-0002 & BFR2026-0004; Jennifer Hickey (Friendship Forest Academy, Inc.); 521 Scenic Highway
3. BFR2026-0002; Charles C. Chang; 351 West Pike Street
4. Contract Renewal - Custodial Services of Various City Facilities - Annual Contract (RP030-25)
5. Presentation of an Ordinance Amending Article IX – Procurement
6. Adoption of a Resolution Establishing a Consolidated Planning and Zoning Fee Schedule
7. Pole Attachment License Agreement with Comcast Cable Communications, LLC
8. Docket Number 29330 Gwinnett County Wide Safety Plan Consent Agreement
9. Discussion of Proposed 2026 Millage Rate Advertisement

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	RZM2025-00023; Curt Thompson; 464 West Pike Street
Department:	Planning and Development
Date of Meeting:	Wednesday, May 13, 2026
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Rezone the Subject Property from BG (General Business District) to CMU (Community Mixed-Use) to Allow for a Mixed-Used Development
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	

Summary: The applicant is requesting to rezone the subject property to CMU (Community Mixed-Use District) to develop a total of 146 housing units, including approximately 138 apartment units and eight (8) townhouse units, as well as ~9,400 square feet of retail/commercial space along West Pike Street. The subject property is an approximately 5.15-acre parcel located along the southern right-of-way of West Pike Street at the intersection of Pike Park Drive, just south of where West Pike Street crosses the CSX rail corridor.

Attachments/Exhibits:

- RZM2025-00023_FULL ATTCHMNTS_11212025.pdf

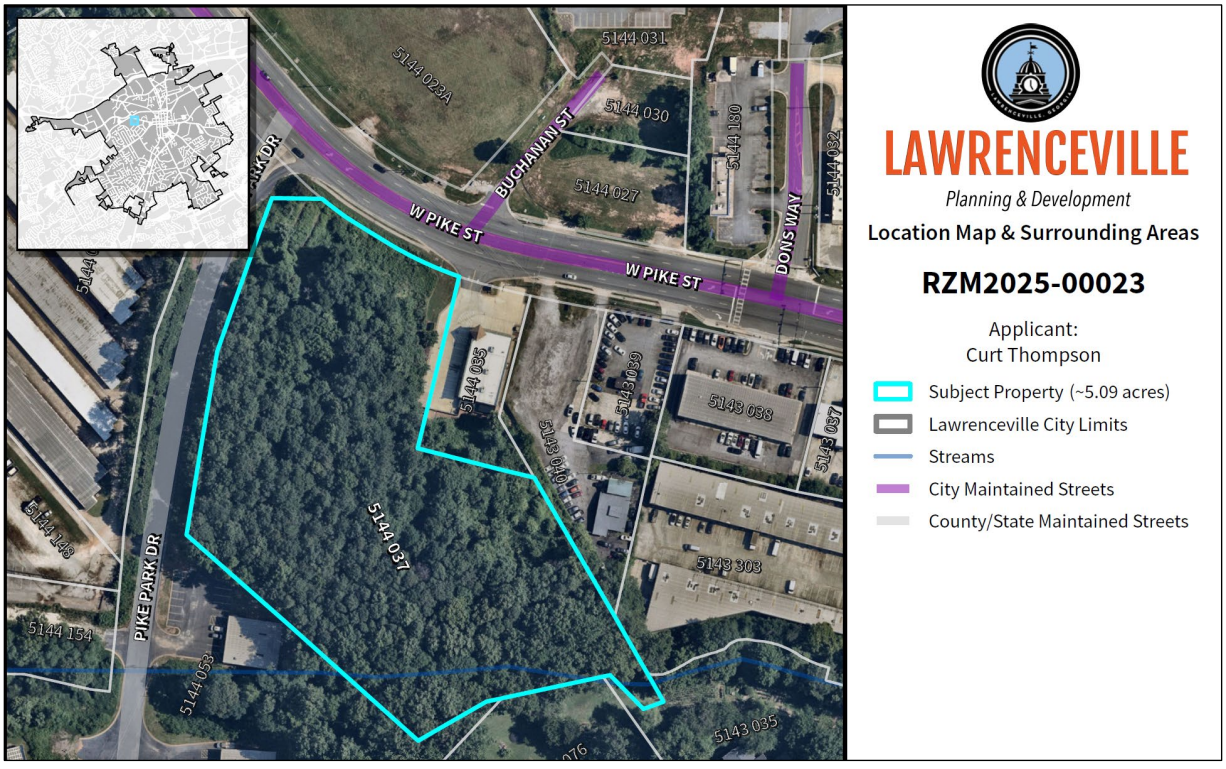
LAWRENCEVILLE

Planning & Development

REZONING

CASE NUMBER(S):	RZM2025-00023
APPLICANT(S):	CURT THOMPSON
PROPERTY OWNER(S):	12 BROTHERS CAPITAL VENTURE, LLC
LOCATION(S):	434 W PIKE STREET
PARCEL IDENTIFICATION NUMBER(S):	R5144 037
APPROXIMATE ACREAGE:	5.15 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED ZONING:	CMU (COMMUNITY MIXED-USE DISTRICT)
PROPOSED DEVELOPMENT:	MIXED-USE DEVELOPMENT
DEPARTMENT RECOMMENDATION:	APPROVAL WITH CONDITIONS

VICINITY MAP



ZONING HISTORY

The earliest zoning records on file with the city circa 1960 show the subject property split zoned LM (Light Manufacturing District) and BG (General Business District). Between the years 1987 and 2002, the property was rezoned to BG, which it remains today. In December 2023, a Special Use Permit (SUP) to allow a self-storage facility at the property (SUP2023-00085) was denied.

PROJECT SUMMARY

The applicant is requesting to rezone the subject property to CMU (Community Mixed-Use District) to develop a total of 146 housing units, including approximately 138 apartment units and eight (8) townhouse units, as well as ~9,400 square feet of retail/commercial space along West Pike Street. The subject property is an approximately 5.15-acre parcel located along the southern right-of-way of West Pike Street at the intersection of Pike Park Drive, just south of where West Pike Street crosses the CSX rail corridor.

CONCEPT PLAN



ZONING AND DEVELOPMENT STANDARDS

The applicant requests to rezone the approximately 5.15-acre subject property to CMU (Community-Mixed Use District) to develop a 146-unit, mixed housing-style community featuring 138 apartment units and 8 rear-entry townhomes at a gross density of 28.35 units per acre (UPA). Additionally, the proposal includes approximately 9,400 square feet of commercial/retail space along the property's West Pike Street frontage. From south to north towards West Pike Street, the proposal includes the following components:

1. Block A: Four-story apartment building consisting of 82 multifamily units constructed over 74 basement parking spaces.
2. Block B: Three-story apartment building consisting of 36 multifamily units constructed over 36 basement parking spaces.
3. Block C: Eight three-story townhouse units, each with two-car rear-entry garages.
4. Block D: Three-story mixed-use building facing West Pike Street consisting of 20 multifamily units over approximately 9,400 square feet of ground floor retail space. Served by 39 surface parking spaces.

Additionally, the site plan shows common space consisting of a walking trail around the rear detention pond, a dog park, and a communal clubhouse with an outdoor swimming pool. Each structure is served by an interconnected network of interior driving lanes and sidewalks. The majority of parking spaces are located within underground decks in Blocks A and B (or garages, for the Block C townhomes), though there are some surface and on-street parking spaces distributed throughout the project area as well. Sanitation needs are served via two communal dumpsters and mail is served via two mail kiosks – one designated specifically for the eight townhomes. Further, the project meets sewer capacity standards, as evidenced by the sewer capacity approval submitted with the application packet.

Approval of the requested CMU (Community Mixed Use) zoning district is contingent on allowing variances from the minimum standards as outlined below:

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.

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

Land Use	Percentage of Gross Land Area			Recommendation
	Minimum	Maximum	Proposed	
Residential	*30%*	*75%*	*57%*	*N/A*
Civic/Institutional	*15%*	*50%*	*28%*	*N/A*
Commercial/Retail, Light Industrial, Office	*15%*	*50%*	*15%*	*N/A*

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

a. Single-family detached dwellings on large lots (at least 9,500 sq. feet)
b. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet)
c. Single-family detached dwellings on small lots (4,500-7,499 sq. feet)
d. Townhouses (see RM-8 standards, below)
e. Multifamily (see RM-24 standards, below)

Article 1 Districts, Section 102.7 RM-8 Townhouse Residential District, Subsection B. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*5 acres*	*5.15 acres*	*N/A*
Minimum Unit Width	*20 feet*	*24 feet*	*N/A*
External Minimum Front Setback	*25 feet*	*25 feet*	*N/A*
External Minimum Side Setback	*20 feet*	*10 feet*	***Variance***

External Minimum Rear Setback	*20 feet*	*20 feet*	*N/A*
Impervious Surface Coverage	*40% (2.06 acres)*	*Not Listed*	*N/A*
Maximum Building Height	*35 feet*	*35 feet*	*N/A*
Green / Common Space %	*0.77 acres (15% of gross acreage)*	*1.43 acres (28% of gross acreage)*	*N/A*
Minimum Public Green Space	*3,000 SF*	*0 SF*	***Variance***
Adjacency to Public Green Space	*4 Units (50%)*	*0 Units (0%)*	

Minimum Heated Floor Area (RM-8)

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

Article 1 Districts, Section 102.9 RM-24 Multifamily Residential District, Subsection B. Lot Development Standards and Subsection E. Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*10 acres*	*5.15 acres*	*CMU Project Standard: Minimum Acreage – 5 acres*
Minimum Lot Width	*100 feet*	*205 feet*	*N/A*
External Minimum Front Setback	*50 feet*	*50 feet*	*N/A*
External Minimum Side Setback	*25 feet*	*10 feet*	*Variance*
External Minimum Rear Setback	*40 feet*	*40 feet*	*N/A*

Impervious Surface Coverage	*60% (3.09 acres)*	*Not Listed*	*N/A*
Maximum Building Height	*70 feet*	*57.5 feet*	*N/A*
Maximum Number of Stories	*5 stories*	*4 stories*	*N/A*
Gross Density	*24 units per acre (UPA)*	*28.35 units per acre (UPA)*	***Variance***

Minimum Heated Floor Area (RM-24)

Standard	Requirement	Proposal	Recommendation
Studio	*650 sq. ft*	*615 – 1,100 square feet*	***Variance***
1-bedroom	*800 sq. ft*		
2-bedroom	*1,000 sq. ft*		
3-bedroom	*1,200 sq. ft (10%)*		

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection C. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*5 acres*	*5.15 acres*	*N/A*
Road Frontage	*40 feet per lot*	*N/A*	*N/A*
Maximum Height	*45 feet*	*45 feet*	*N/A*
Internal Minimum Front Setback	*5-15 feet*	*Not Shown*	*N/A*
Internal Minimum Side Setback	*10-20 feet*	*Not Shown*	*N/A*
Internal Minimum Rear Setback	*25-50 feet*	*Not Shown*	*N/A*
Minimum Setback along classified Arterials/Collectors	*50 feet*	*50 feet*	*N/A*

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection I. Parking and Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, Table 5-3

Standard	Requirement	Proposal	Recommendation
Multifamily Dwelling Unit (138 units)	*1.5 spaces per dwelling unit (207 spaces)*	*0.97 space per dwelling unit (134 spaces)*	***Administrative Variance*** *(See Below)*
Townhouse Dwelling Unit (8 units)	*1.5 spaces per dwelling unit (12 spaces)*	*2 spaces per dwelling unit (16 spaces)*	*N/A*
Retail Sales and Services (9,400 SF)	*1 space per 300 SF (32 spaces)*	*1 space per 300 SF (32 spaces)*	*N/A*

Per Article 5 Parking, Section 507 – Mixed Use Occupancy, off-street parking requirements for mixed-use developments may be reduced by up to 25%, provided that all parking spaces on site are available for all uses on that lot or in that building. As demonstrated above, the total number of parking spaces required for the multifamily and retail components of the development is 251 spaces, which can then be reduced by 25% to 188 spaces required. Given that there is a total of 182 off-street parking spaces provided for across the surface spaces, on-street parking spaces, the garage spaces, and the underground decks, the proposed number of off-street parking spaces does not meet these minimum standards.

The Director of Planning and Development may grant an administrative variance to reduce the number of parking spaces by no more than 20% for uses located along pedestrian walkways and within 1,320 feet of a fixed public transportation stop (see Section 102.11 CMU Community Mixed-Use District, Subsection J. Parking, 3. Transit-Oriented Development Parking). The proposed development is within 250 feet of fixed Ride Gwinnett bus stops at W Pike St & Midas OB (EB) and W Pike St & Buchannan St (WB), allowing a further 3.2% (6 spaces) reduction in the number of parking spaces required.

Article 4 Buffers, Section 403 Buffers Table

Standard	Requirement	Proposal	Recommendation
CMU / BG	*N/A*	*N/A*	*N/A*
CMU / CMU	*N/A*	*N/A*	*N/A*
CMU / LM	*N/A*	*N/A*	*N/A*
CMU / RS-150	*50 ft*	*50 ft*	*N/A*

If this proposal is to be approved as submitted, the following six (6) variances must also be granted:

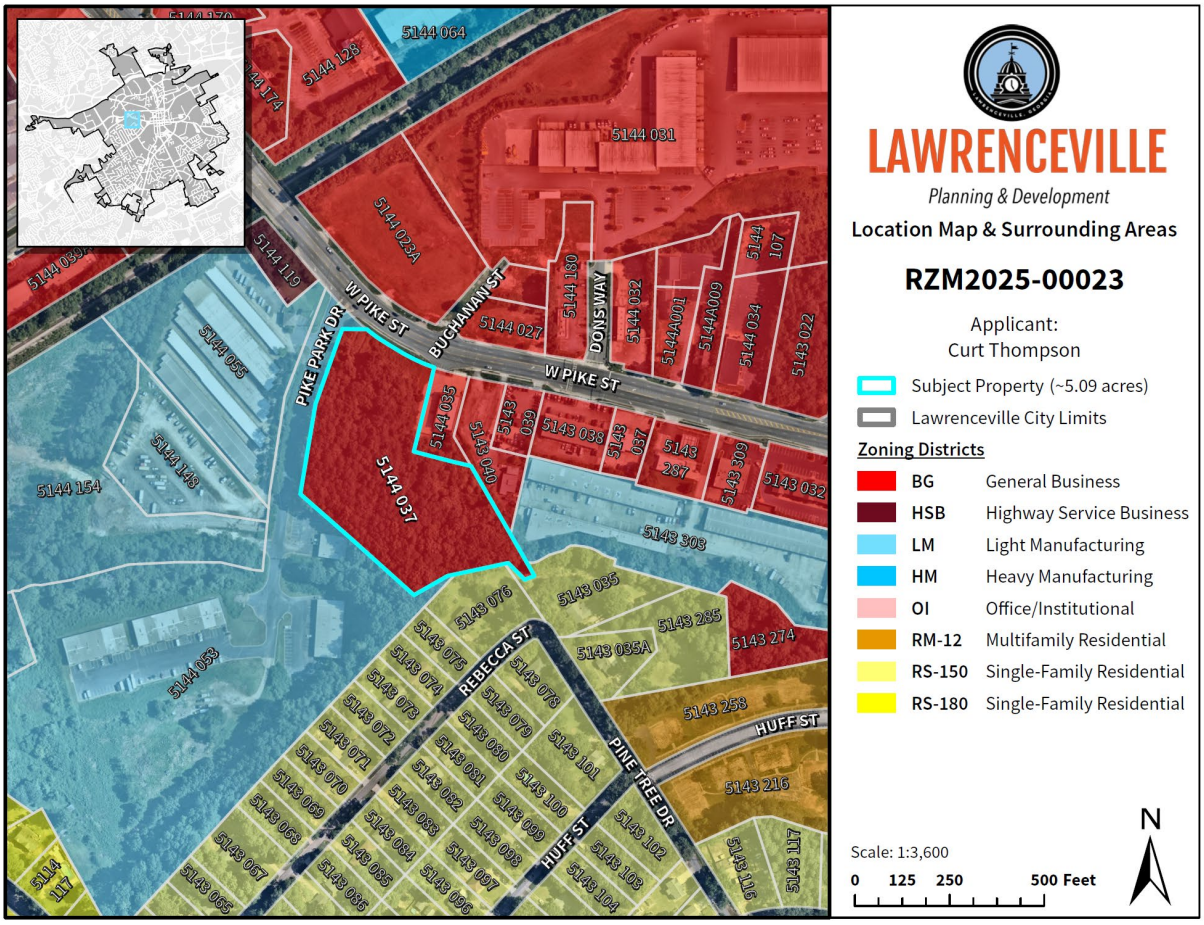
1. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.7 – RM-8 Townhouse Residential District, Subsection B. Lot Development Standards. Allows for a reduction of the required twenty (20) feet side setback to ten (10) feet.
2. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.7 – RM-8 Townhouse Residential District, Subsection G. Green/Common Space, 4. Allows for a reduction in the number of townhouses required to be directly adjacent to common areas from fifty percent (50%) to zero (0%).
3. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the required twenty-five (25) feet side setback to ten (10) feet.
4. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the required twenty-five (25) feet side setback to ten (10) feet.
5. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the minimum required heated floor area for studio apartments from six-hundred fifty (650) square feet to six-hundred fifteen (615) square feet.

Variances should be reserved for situations where development is overly constrained by topography and not simply for gaining additional units/density. Most of these variances are not related to topographical hardships and could instead be addressed via a modified site plan with fewer overall housing units. As such, they are not sufficiently justified.

Given a maximum of twenty-four (24) units per acre (UPA) for the RM-24 zoning district, the maximum number of housing units that could be supported on a 5.15-acre lot is one-hundred twenty-four (124) units. By reducing the number of units from 146 to 124, there is more room to work with on the site and the other remaining standards (i.e., side setbacks, minimum heated floor area) can also be met. In this case, the only justifiable variance may be a reduction in the number of townhouse units facing common space.

Otherwise, the proposed development generally meets the standards of the CMU zoning district concerning architecture, common space, and street and pedestrian connectivity. All plans will be subject to review and oversight throughout the development process to ensure compliance with the City's zoning, development, and architectural and design standards.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP

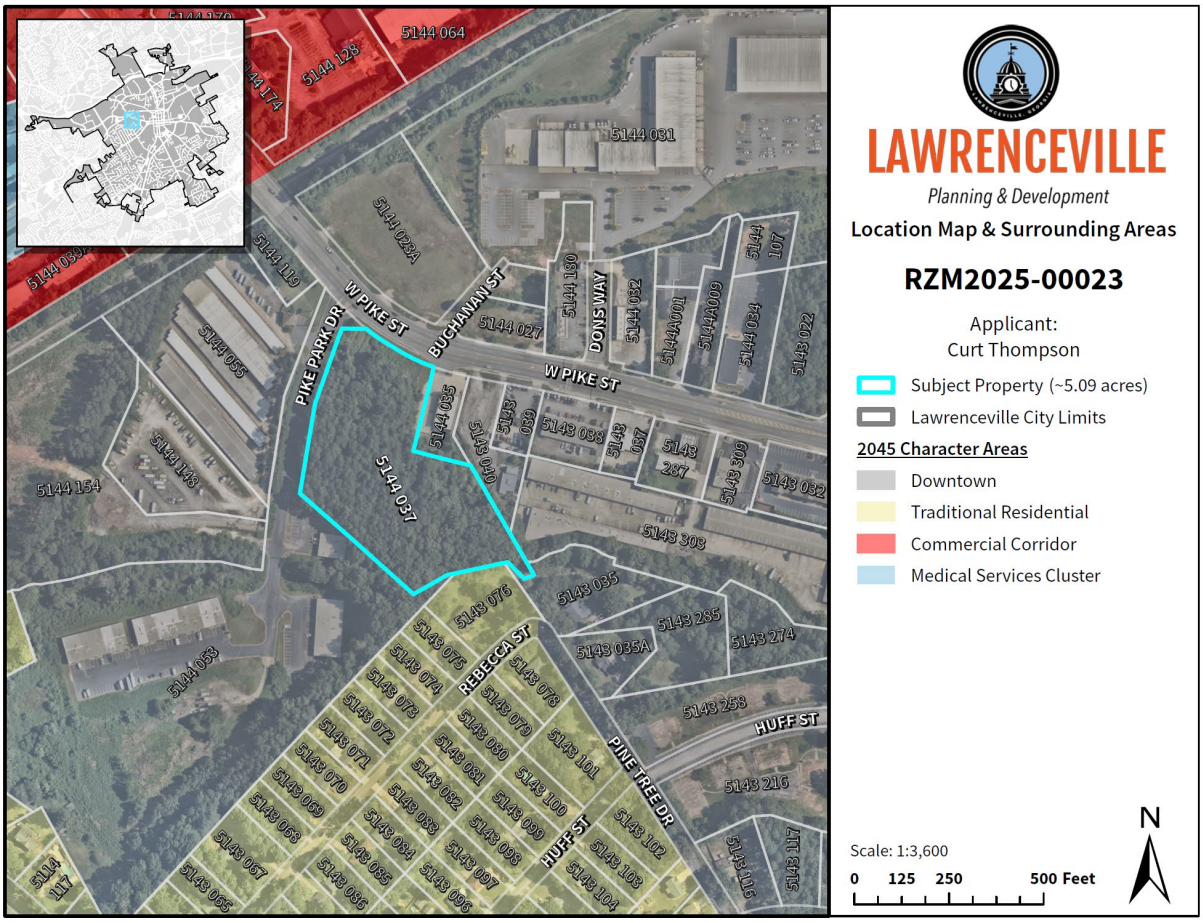


SURROUNDING ZONING AND USE

The immediate surrounding area consists of a mix of commercial, residential, and light industrial uses and zoning. The adjacent parcels along both sides of West Pike Street are used for commercial/retail and are similarly zoned BG (General Business District). The parcels alongside Pike Park Drive directly to the west and southwest of the property are zoned LM (Light Manufacturing) and contain uses such as distribution facilities and self-storage warehouses; there is also an LM property directly to the east. Finally, the Western Heights residential subdivision abuts the property to the south and is zoned RS-150 (Single-Family Residential).

The proposed rezoning may be appropriate given the abundance of mixed-use developments in the general vicinity and a relative lack of impacts suffered on existing residential areas; the minimal border the proposed development shares with the Western Heights neighborhood may be sufficiently buffered by the project's large detention pond and common space area.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown character area, defined as such:

> *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.*

Such a development may be considered appropriate within the Downtown character area. By incorporating a variety of housing units at various densities as well as limited commercial space along West Pike Street, the development can be expected to raise the housing density and may serve to enhance the walkability of the area. Additionally, investments in pedestrian infrastructure and streetscape upgrades will focus on improving walkability and accessibility.

STAFF RECOMMENDATION

Based on the submitted materials, staff finds that the request to rezone the 5.15-acre property to CMU (Community Mixed-Use District) presents several positive aspects consistent with the intent of the Downtown character area, including a mix of residential types, ground-floor commercial space along West Pike Street, structured parking, and enhanced pedestrian connectivity. The site design incorporates appropriate elements of mixed-use development and supports the Comprehensive Plan's goals of increased walkability, higher residential intensity near the urban core, and reinvestment in underutilized sites.

However, the request relies on six variances, most of which are not tied to physical hardship or site constraints but rather are needed to support a unit count that exceeds what the underlying zoning standards allow. In particular, the proposed gross density of 29 units per acre surpasses the RM-24 maximum of 24 units per acre used as a regulating standard within the CMU district. Reducing the total number of units to a maximum of 124 may allow the development to meet required setbacks, minimum floor areas, and other dimensional standards without relying on unjustified variances. Additionally, the parking supply does not meet the minimum requirement even after applying the mixed-use reduction; an additional administrative variance would be required.

Given that the majority of requested variances could be resolved through a revised site plan with fewer units, and that variances should not serve as a mechanism for achieving additional density, the proposal is not supportable in its current form. A modified plan with fewer units would remain compatible with surrounding uses, maintain consistency with the Comprehensive Plan, and reduce the need for multiple deviations from ordinance standards.

The Planning and Development Department therefore recommends **APPROVAL WITH CONDITIONS** upon submission of a revised site plan that reduces the total number of units to no more than 124 and eliminates all requested variances except the common-space adjacency reduction for the townhome units.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

Engineering Dept has an upcoming intersection project (New Signalized Intersection, Pike Park Dr at Pike St) that may require further review of proposed project.

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 proposed mixed-use development is generally suitable given the surrounding mix of civic, commercial, and medium- to high-density residential uses; however, the intensity as proposed slightly exceeds what is typical and may require refinement to better align with nearby development patterns.

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

   The project is unlikely to adversely affect neighboring properties and may enhance the area through reinvestment, but the requested intensity and multiple variances could introduce massing, parking, or scale impacts that warrant mitigation through a reduced unit count.

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

   Yes, the property retains a reasonable economic use under its current zoning, which already permits a mix of commercial and office uses; therefore, the rezoning is not required for the parcel to be economically viable.

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

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

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

   The proposal aligns broadly with the Comprehensive Plan's goals for increased walkability, mixed-use development, and urban infill near Downtown; however, the density exceeds plan guidance, and reducing the unit count would improve overall conformity.

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;

   Ongoing redevelopment activity along West Pike Street and demand for higher-intensity residential near Downtown Lawrenceville support approval in concept, but the number of variances required and the avoidable nature of some of these variances support a modified or conditioned approval rather than approval as submitted.

LAWRENCEVILLE

Planning & Development

PLANNING & DEVELOPMENT

RECOMMENDED CONDITIONS - 12012025

RZM2025-00023

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

1. <u>To restrict the use of the property as follows:</u>

A. A maximum of one hundred twenty-four (124) housing units, including a minimum of eight (8) single-family attached townhomes and a maximum of one hundred sixteen (116) multifamily apartment units. Density of housing units is not to exceed twenty-four units per acre (24 UPA).

B. Retail, service-commercial, office and accessory uses, including 9,400 square feet of retail on the first floor of the building facing West Pike Street ("Block D," according to the submitted site plan). The following uses shall be prohibited:

- Adult Bookstores or Entertainment
- Automotive Uses such as:
  - i. Parts Stores
  - ii. Used Car Sales
  - iii. Tire Sales
  - iv. Auto Repair/Body Shop
  - v. Car/Truck Rental
- Contractor's Offices
- Emission Inspection Stations
- Equipment Rental
- Extended Stay Hotels or Motels
- Recovered Materials Processing Facilities

- Smoke Shops/Novelty Stores
- Tattoo Parlors
- Taxidermists
- Yard Trimmings Composting Facilities

C. The development shall be in general accordance with the revised site plan received by the Department of Planning and Development, with variances necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development.

D. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.

E. Multifamily and Townhome Units shall meet the following standards:

1. Four (4) bedroom units shall be prohibited within the multifamily portion of the development.
2. All units shall include granite counter tops and stainless-steel appliances.
3. Multifamily units shall be accessed by an interior conditioned corridor.
4. Dwelling unit rates shall be market rent except that five percent (5%) of the overall units shall meet eighty to one hundred percent (80%-100%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met.
5. Townhouse dwelling units shall be three story and a minimum of twenty-four feet (24') by fifty feet (50') constructed as rear-entry loaded units consisting of a two-car garage.
6. Townhouse dwelling units shall be a minimum of twenty feet (20 ft.) from the forty foot (40 ft.) Private Access or Utility Easement.

F. Mandatory Community Association. As part of the planning process for the development, the developer shall propose at the time of the request for development a Community Association to be attached to the development property. The Community Association shall be recorded in the deed records

of the Superior Court of Gwinnett County either as written restrictive covenants or on the plat for development of the subdivision.

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

Restrictive Covenant shall include the following:

Development amenities shall include minimal amenities such as a fitness center greenspace/lawn area, a dog park and a community room for residents. Common area(s)/Park(s) shall be programed with amenities to maximize use such as benches, tables, grills, etc.

G. In the event of residential tenant eviction, any belongings of the tenant will be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by law.

2. <u>To satisfy the following site development considerations:</u>

A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions, or through approval of a variance administratively, or by the Zoning Board of Appeals, as appropriate

B. The development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week. Pending approval of the City of Lawrenceville Planning and

Development Department, and Gwinnett County Department of Planning and Development Fire Plan Review Section.

C. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

D. External building setbacks and buffers shall be as follows:

1. Provide a fifty-foot-wide (50 ft.) front yard building setback adjacent to the southern right-of-way of West Pike Street.
2. Provide a fifty-foot-wide (50 ft.) front yard building setback adjacent to the western property line along Pike Park Drive, a private drive.
3. Provide a twenty-foot-wide (20 ft.) side yard building setback along the eastern property line.
4. Provide a minimum 50-foot wide natural or enhanced buffer adjacent to the southernmost property line, where adjacent to residential properties.

E. The required parking ratios shall be as follows:

1. For the townhouse component of the development, provide a minimum of four (4) parking spaces per unit.
2. For the multifamily residential component of the development, provide a minimum of one (1) parking space per unit.
3. For the retail sales and services component of the development, provide a minimum of one (1) parking space per three-hundred square feet of gross floor area (300 GFA).

F. Provide a minimum five foot (5 ft.) concrete sidewalk along the road frontage of West Pike Street.

G. Provide a minimum ten-foot (10 ft.) landscape strip along all rights-of-way (West Pike Street). 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.

H. Maximum multifamily building height shall be fifty-seven- and one-half feet (57.5 ft.), including any architectural treatments.

I. Natural vegetation shall remain on the property until the issuance of a development permit.

J. Ground signage shall be limited to one (1) 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.

K. New billboards or oversized signs shall be prohibited.

L. Outdoor storage shall be prohibited.

M. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.

N. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.

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.

3. <u>The following variances are approved:</u>

A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.7 – RM-8 Townhouse Residential District, Subsection G. Green/Common Space,

4. Allows for a reduction in the number of townhouses required to be directly adjacent to common areas from fifty percent (50%) to zero (0%).

B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the required twenty-five (25) feet side setback to twenty (20) feet.

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LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Curt Thompson	NAME: 12 Brothers Capital Venture, LLC
ADDRESS: 3775 Venture Dr. #D300	ADDRESS: 3775 Venture Dr. Building D300
CITY: Duluth	CITY: Duluth
STATE: GA ZIP: 30096	STATE: GA ZIP: 30096

CONTACT PERSON: Curtis Thompson PHONE: 470-375-6962 or 404.643.2649

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R5144 037 ACREAGE: 5.148

ADDRESS OF PROPERTY: 464 W. Pike Street Lawrenceville, GA 30046

10/1/2025
SIGNATURE OF APPLICANT DATE

Curt Thompson
TYPED OR PRINTED NAME

09.30.2025
SIGNATURE OF OWNER DATE

12 Brothers Capital Venture, LLC
TYPED OR PRINTED NAME

M Rosario 10/1/2025
NOTARY PUBLIC DATE

M ROSARIO NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 06, 2026

9/30/25
NOTARY PUBLIC DATE

CURT B THOMPSON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 09, 2024

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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.

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Gwinnett

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

PROPERTY TAX VERIFICATION

The undersigned certifies that all Gwinnett County property taxes are current. In no such case shall an application or reapplication be processed without such property tax verification.

Applicant Information

Name: Curt Thompson

Signature: _____ **Date:** 10/1/25

Property Information

464 W Pike Street Lawrenceville GA 30046

Enter all parcel IDs in the table below. Search for Parcel ID

Parcel ID(s) (by Applicant)	**Property Taxes Paid (Yes or No)** (Tax Commissioner Use Only)
R5144 037	Yes

Tax Commissioner Affirmation

All Gwinnett County property taxes are current for the above referenced parcel(s) and confirmed by the signature below.

Name: Jessilyn McDuffie **Title:** TSA

Signature: _____ **Date:** 10/1/25

Letter of Intent for Rezoning

Date: September 30th, 2025

To:
Lawrenceville Planning Commission
City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30046

Subject: Letter of Intent for Rezoning – 464 W Pike St, Lawrenceville, GA 30046

Dear Members of the Planning Commission:

On behalf of Edgewater II Venture Management LLC and 12 Brothers Venture Capital LLC, the owners of the property located at 464 W Pike St, Lawrenceville, GA 30046 (Parcel ID: [R5144 037), we respectfully submit this Letter of Intent to request rezoning of the subject property from BG (General Business) to CMU—Community Mixed-Use

I. Introduction
The purpose of this request is to facilitate the development of a high-end, mixed-use residential and commercial project that aligns with the City of Lawrenceville's vision for urban revitalization and sustainable growth. The proposed development will include luxury multi-family residences, townhomes, and neighborhood-serving retail/commercial spaces.

II. Property Description
- Location: 464 W Pike St, Lawrenceville, GA 30046
- Size: ±5.148 acres (224,247 sq. ft.)
- Current Zoning: BG (General Business)
- Proposed Zoning: CMU (Community Mixed-Use)
- Owner: 12 Brothers LLC
- Developer: Edgewater II Venture Management LLC

III. Project Overview
The proposed development will consist of:
- 8 newly constructed townhomes
- Approximately 138 apartment units
  Over 9,400 sq. ft. of retail/commercial space
  mple green space with a Large Dog Park and Walking Trail. In addition to community
  nities, including landscaped courtyards, fitness facilities, outdoor pool, pet-friendly
  nd secure and cover parking.

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IV. Rationale for Rezoning

The rezoning will enable the creation of a vibrant, walkable, and community-oriented environment, supporting Lawrenceville's ongoing revitalization efforts. The project will:

- Enhance the urban fabric of the West Pike corridor
- Meet local housing demand with market-rate luxury options
- Provide neighborhood-serving retail and services
- Exceed green space requirements, contributing to quality of life and stormwater management
- Promote walkability, transit access, and connectivity to jobs, schools, and healthcare

V. Compliance and Community Benefits

The proposed development will comply with all applicable zoning ordinances, architectural standards, and open space requirements. It will blend seamlessly with surrounding land uses and contribute positively to the streetscape and local economy.

VI. Next Steps

We respectfully request the Planning Commission's consideration of this rezoning application. We are committed to working collaboratively with city staff, stakeholders, and the community to ensure the successful realization of this transformative project.

Should you require additional information or wish to discuss the proposal further, please contact our representative:

Contact Person: Curtis Thompson
Telephone: 470-375-6962
Email: curtis@curtThompson.com

Thank you for your time and consideration.

Sincerely,

Martha Sanchez
Member
Edgewater II Venture Management LLC
12 Brothers LLC

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REZONING APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to requirements of the Unified Development Ordinance, the Board of Commissioners find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of the property and shall govern the exercise of the zoning power.

Please respond to the following standards in the space provided or use an attachment as necessary:

(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 mixed-use development is suitable because the surrounding area already contains a combination of commercial and residential uses. The project adds high-quality housing and small-scale retail that complement nearby businesses and neighborhoods while enhancing walkability and connectivity.

(B) Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property:

No. The rezoning will not adversely affect nearby property. Instead, it is expected to improve property values by introducing attractive architecture, new retail amenities, and enhanced open space. The project design complies with CMU standards, including landscaped buffers and reduced curb cuts, which mitigate potential impacts.

(C) Whether the property to be affected by a proposed rezoning has reasonable economic use as currently zoned:

The property's current BG zoning significantly limits its development potential by restricting higher-density residential and mixed-use forms. While BG permits commercial, it does not support the type of housing and community-oriented retail envisioned in the Comprehensive Plan. Rezoning to CMU provides a more reasonable and economically viable use consistent with surrounding growth.

(D) Whether the 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 development provides 182 parking spaces (172 standard + 10 ADA). The site is located on a major roadway corridor with existing infrastructure capacity. The project also incorporates internal sidewalks and pedestrian-friendly corridors, reducing dependency on vehicles. Utility and school impacts are within anticipated growth levels for Lawrenceville's Regional Activity Center.

(E) Whether the proposed rezoning is in conformity with the policy and intent of the Land Use Plan:

Yes. The 2040 Comprehensive Plan designates this property within the Community Mixed-Use Character Area, which encourages higher-density housing, walkability, and integrated retail. The project meets CMU zoning ratios for residential, commercial, and green space, and is therefore fully consistent with the City's land use policies.

(F) 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 proposed rezoning:

Yes. The continued growth of downtown Lawrenceville and demand for high-quality housing options create a need for mixed-use developments in this corridor. The project leverages underutilized land to deliver new housing, retail, and public open space, directly responding to market conditions and planning goals.

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CONCEPTUAL DESIGN - PRELIMINARY DENSITY STUDY

Mixed-Use Building

(9 Retail Units) + (18 x 2-Bed units) + (2 x 1-Bed units)

		Floor Area - Sq.ft
First floor	9 Retail Units	10391.2
2nd floor	10 Apartment Unit	11895
3rd floor	10 Apartment Unit	11895
	Total Built Area	**34181.2**

		Type	Unit Count	Apt Area - Sq.ft/unit
Apartment	Occupancy Area	Type 2E (2-Bed)	10	1056.6
		Type 2F (2-Bed)	6	1061.6
		Type 2G (2-Bed)	2	1002.6
		Type 2H (1-Bed)	2	615
		Total Apt. Units	**20 Units**	
Retail	Occupancy Area	Unit 1	1	1052
		Unit 2-8	7	1100
		Unit 9	1	962.5
		Total Retail. Units	**9 Units**	

Townhomes

(8 x 2-Car Garage units)

	Unit 1	Unit 2-7	Unit 8
	Area in Sq.Ft/unit		
First floor	756.09	734.59	734.59
Second floor	1150.95	1129.45	1129.45
Third Floor	1165.45	1122.45	1143.95
Garage	432.01	432.01	432.01
Porch	46.78	46.78	46.78
Deck	234.5	234.5	234.5
Roof	0	0	0
	3785.77	**3699.77**	**3721.27**
	Unit 1	Unit 2-7	Unit 8
Unit count	1	6	1
	3785.77	22198.61	3721.27
		Total Built Area	**29705.65**

Apartment B

(18 x 2-Bed units) + (18 x 1-Bed units)

			Floor Area - Sq.ft
First floor	Parking		14240
Second Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
Third Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
Fourth Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
	Total	**36 units**	**56270**

	Type	Unit Count	Apt Area - Sq.ft/unit
2-Bed units	Type 2C (2-Bed)	18	1092.3
	Type 2D (1-Bed)	18	730

Apartment A

(77 x 2-Bed units) + (7 x 1-Bed units)

			Floor Area - Sq.ft
First floor	Basement parking		28552
Second Floor	(2-Bed x 18) + (1-Bed x 1)	19 units	28015.94
Third Floor	(2-Bed x 19) + (1-Bed x 2)	21 units	28165.08
Fourth Floor	(2-Bed x 19) + (1-Bed x 2)	21 units	28165.08
Fifth Floor	(2-Bed x 19) + (1-Bed x 2)	21 units	28165.08
	Total	**82 units**	**141063**

	Type	Unit Count	Apt Area - Sq.ft/unit
2-Bed units	Type 2A (2-Bed)	6	1075.7
	Type 2A - Accessible (2-Bed)	2	
	Type 2B (2-Bed)	65	1092.5
	Type 2B - Accessible (2-Bed)	2	
	2-Bed Total	75	
1-Bed units	Type 1A (1-Bed)	4	794
	Type 1B (1-Bed)	3	1029.5
	1-Bed Total	7	
Leasing Office		1	1075.7
Fitness Room		1	1029.5
Storage		3	592

Sub-total	**138 Units**	**111 x 2-Bed units**	**27 x 1-Bed unit**
	8 Townhomes	**8 x 4-Bed unit**	
Total	**146 Units**	**261220 Sq.ft**	

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MIXED-USE | 464 West Pike

464 W Pike St
Lawrenceville, GA 30046

Telephone: 770.516.5007

EXECUTIVE SUMMARY

464 W Pike St, Lawrenceville, GA 30046 — Gwinnett County
Developer: Edgewater II Venture Management LLC

OWNER NAME: 12 Brothers LLC

ZONING: BG-Community Mixed-Us

STREET LOCATION: 464 W Pike St, Lawrenceville, GA 30046

PROPERTY SIZE: ±5.148 acres (224,247 sq. ft.)

PROPOSED DEVELOPMENT: High end mixed-use residential/commercial project

SPECIAL USE REQUESTED: None currently requested

CONTACT PERSON: Cris Driskell

TELEPHONE NUMBER: 770.516.5007

PLANNING COMMISSION HEARING: xx/xx/xxxx

BOARD OF COMMISSIONERS HEARING: xx/xx/xxxx

*Please do not hesitate to contact the attorney with any questions.

Zoning documents and supporting materials for this proposed development are available upon request. For access to these materials or for additional information, please contact the City of Lawrenceville Planning and Zoning Department or visit their official website at www.lawrencevillega.org. You may also reach the department by phone at (770) 963-2414 for questions regarding zoning classification, land use designations, or related procedures.

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I. INTRODUCTION

MIXED USE 464 West Pike is a proposed high-end mixed-use development located at 464 West Pike Street, within the city limits of Lawrenceville, Georgia, Gwinnett County. The Property, totaling approximately 5.148 acres, is currently unimproved and is proposed for development by Edgewater II Venture Management LLC into a distinctive and upscale mixed-use community. The development will include 8 townhomes, approximately 124 two-bedroom apartment units, and 9,400+ sq. ft. of retail/commercial space offering modern options to meet the growing demand in the area.

The Property is currently zoned as BG-Community Mixed-Use (CMU). The Owner proposes to develop the site with luxury multi-family residential and commercial units while maintaining compatibility with surrounding land uses and enhancing the urban fabric of the West Pike corridor. The design will incorporate high-quality building materials, integrated landscaping, and on-site amenities to create a vibrant, walkable, and community-oriented environment.

This document outlines the vision, planning context, and supporting rationale for the proposed development and is intended to assist local stakeholders and governing bodies in understanding the scope and merits of the project.

II. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

This ±5.148-acre site presents a premier high-end development opportunity along heavily-traveled West Pike Street in Lawrenceville, Georgia. The property is currently undeveloped and is proposed for development into a luxury mixed-use community. The current zoning classification is (BG), and the Future Land Use Map designates the area as Community Mixed-Use, which may support multifamily and other mixed-use projects.

The site is located in Gwinnett County, just under one mile from the newly revitalized Downtown Lawrenceville and offers convenient access to Highway 316 and Sugarloaf Parkway. It is situated approximately one mile from Piedmont Eastside Medical Center and is also in close proximity to the developing Northside Hospital, making it highly desirable for residential tenants and professionals alike. Nearby national and regional retailers include Walmart, Target, Aldi, Zaxby's, Chick-fil-A, and other dining, retail, and service establishments.

The surrounding area is a blend of commercial and residential uses, and the proposed development aligns with Lawrenceville's ongoing revitalization efforts. The location supports walkability, transit access, and proximity to jobs, schools, and healthcare, making it an ideal site for a high-quality, market-rate residential development.

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III. PROJECT SUMMARY

As shown on the conceptual site plan prepared by the development team, Edgewater II Venture Management LLC, proposes to develop the ±5.148-acre site into a distinctive and upscale mixed-use community. The proposed development would consist of 8 newly constructed townhomes and approximately 124 two-bedroom apartment units, designed to offer luxury housing options within a walkable and professionally managed setting.

The proposed residential buildings will include a mix of architectural styles and floorplans, ranging in size and layout to attract a diverse mix of residents. The development will incorporate high-end building materials, enhanced exterior design elements, and attractive façades in keeping with the character of surrounding commercial and residential uses. Internal amenities are expected to include fitness facilities, community lounges, outdoor swimming pool, outdoor gathering spaces, a pet friendly park with nature trails, and secure on-site parking, with pedestrian-friendly corridors enhancing overall connectivity.

The proposed development supports the Community Mixed-Use designation in the Future Land Use Map, and will also blend with retail space that will include spaces ideal for neighborhood-serving such as a Paris Baguette Cafe, Korean BBQ Restaurant, Convenience stores, Nail salons, ……. The project will help meet local housing demand while also enhancing the streetscape of West Pike Street through intentional design, walkability, and integration with surrounding infrastructure.

Development Program

The site will include:

- 124 apartment units: (ADD SQ FT)
  - 12 apartment units over ground-floor retail (Mixed Use Building C)
  - 112 apartment units in a separate multi-family structure (Apartment Buildings A+B)
- 8 three-bedroom townhomes, each with a two-car garage and a driveway that can accommodate two additional vehicles (ADD SQ FT)
- 9,400+ sq. ft. of retail/commercial space
- 179 parking spaces (169 standard, 10 ADA, 2 Van accessible)
- 62,169 sq. ft. of green and open space

Zoning and Land Use Compliance

The development is designed to align with CMU standards zoning ordinance (Article 1) and meets the required ratios:

- Residential Use: ~47% (within 30–75% CMU requirement)
- Retail/Commercial Use: ~18% (within 15–50%)
- Green/Open Space: ~62,169 SQ.FT (Exceeds 31,182 SQ.FT requirement)
- Building Height:~57'-6" FT (45 FT building (+12'-6"FT for parapet)

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- Setbacks: 5–15 ft (front), 10–20 ft (side), 25–40 ft (rear)

Design and Architecture

The buildings will comply with the architectural standards set in Article 6 of the Lawrenceville Zoning Ordinance. The project incorporates street-facing primary entrances, landscape buffers, pedestrian-focused lighting and materials, and ample greenery. Street trees, and a distinct gathering space will elevate the overall visual and environmental quality.

Green Space and Amenities

Exceeding the green space requirement, the site provides 62,169 sq. ft. of common area, which will include landscaped courtyards, tree-lined buffers, and a central plaza. Open spaces will feature benches, walkways, and areas for passive recreation, in compliance with Section F of the CMU ordinance.

- **Gross Site Area:** 224,247 sq. ft.
- **Flood Deduction:** 16,367 sq. ft.
- **Net Area for Open Space Requirement:** 207,880 sq. ft.
- **Required Green/Open Space:** 31,182 sq. ft.
- **Provided:** 62,169 sq. ft.
  This exceeds minimum requirements, contributing to stormwater management, recreation, and quality of life.

Infrastructure and Connectivity

The design promotes walkability and accessibility through an interconnected internal road system, sidewalks along both street frontages, and dedicated pedestrian walkways through parking areas.

Parking and Transportation

- Parking Provided: 179 spaces (exceeds requirement of 176)
- ADA Spaces: 10

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- Bicycle racks will be included in accordance with CMU standards for motorized parking quantities.

Parking Calculations

Type of Use	Qty	Required Spaces
Townhomes (8 units)	2.5 per unit	25
Retail/Office (9,400 sq. ft.)	1 per 300 sq. ft.	32
Apartments (124 total)	1 per unit	124
Total Spaces Required	—	176
Reduction (25% per §507)	—	-44
Net Spaces Required	—	**132**
Total Provided	—	**179**

- 169 standard
- 0 compact
- 10 handicap (including van-accessible)

Land Use Allocation

Use Type	Min %	Max %	Provided
Residential	30%	75%	47%
Retail/Commercial	15%	50%	18%

Project Timeline

Projected Start of Construction: January 2026
Estimated Completion: 24 months from groundbreaking

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Projected Pricing Information

Component	Rate/Price
Apartment Units	**$2,000** per unit (monthly rent)
Townhomes	Estimated at **$650,000** per unit
Commercial Space	**$20 per square foot** (annual lease rate)

Budget and Resources

- **Total Estimated Cost:** 20,000,000
- **Funding Sources:** Private equity
- **Development Team:**
  - Builder: Cris Driskell
  - Architect: Consulting Enterprises, Corp (Tej Kaul)
  - Structural Engineer: Consulting Enterprises, Corp (Tej Kaul)
  - Construction Management Company: Edgewater II Venture Management
  - Lease Management Company:

Prior Experience

Avonlea Pointe – Duluth, Georgia

The development team previously completed Avonlea Pointe, a high-quality residential community in Duluth featuring one-, two-bedroom units with upscale amenities. The project reflects the team's experience in delivering well-designed, amenity-rich housing that blends seamlessly with surrounding areas. Similar quality is planned for the proposed West Pike development.

Conclusion

MIXED USE 464 West Pike is positioned to be a transformative, high-end addition to Lawrenceville's urban environment. With thoughtful integration of residential and retail space, compliance with zoning and open space standards, and attention to aesthetics and livability, the project aligns with both municipal planning goals and market demand.

Next Steps: Finalize permitting, finalize material specs, and prepare for construction mobilization. Stakeholders are encouraged to review the attached site plans and reach out for collaboration or further development inquiries.

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DEVELOPMENT TEAM CONTACT

Builder: Cris Driskell

Contact: 770.516.5007

Email: Criscdsllc@yahoo.com

Architect: Consulting Enterprises, Corp (Contact: Tej Kaul)

Contact: 404.787.3434

Email: Tej.kaul@consultingec.com

Engineer: Consulting Enterprises, Corp (Contact: Tej Kaul)

Contact: 404.787.3434

Email:Tej.kaul@consultingec.com

Surveyor: Boundary Zone

Contact: : 770.271.5772

Email: gdean@boundaryzone.com

PROPERTY MANAGEMENT

Company: Edgewater II Venture Management

Contact: 404.931.8109

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2503-21

Exhibit "A"

464 WEST PIKE ST, LAWRENCEVILLE, GA 30046

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143 & 144, 5TH DISTRICT, G. M., STATE OF GEORGIA, COUNTY OF GWINNETT, CITY OF LAWRENCEVILLE, BEING TRACT NO. ONE (1), ENCOMPASSING 0.527 ACRES, AND TRACT NO. TWO (2), ENCOMPASSING 4.884 ACRES, BOTH TRACTS BEING MORE PARTICULARLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT AND SURVEY PREPARED BY W. T. DUNAHOO AND ASSOCIATES, INC., CERTIFIED BY W. T. DUNAHOO, GEORGIA REGISTERED SURVEYOR NO. 1577, DATED APRIL 28, 1987, ENTITLED "SURVEY FOR DAVID G. ENGLAND", SAID PLAT BEING OF RECORD IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF GWINNETT COUNTY, GEORGIA, IN PLAT BOOK 54, PAGE 238, WHICH SAID PLAT AND THE RECORDING THEREOF ARE BY SPECIFIC REFERENCE HERETO INCORPORATED HEREIN FOR A MORE COMPLETE AND DETAILED DESCRIPTION.

AS WELL AS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 144, 5TH DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, BEING A TRACT CONTAINING 0.0483 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE AT A CONCRETE RIGHT OF WAY MONUMENT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PLANT ROAD (80' R/W) AND THE SOUTHERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 120 (R/W VARIES); THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 120 S 54°17'04" E 39.97' TO AN OPEN TOP PIPE; THENCE CONTINUING ALONG SAID RIGHT OF WAY S 59°18'21" E 73.07' TO A 1/2" CAPPED REBAR AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC DISTANCE OF 75.00' TO AN IRON PIN (SAID ARC HAVING A RADIUS OF 572.96' AND BEING SUBTENDED BY A CHORD DISTANCE AND BEARING OF S 66°31'43" E 74.95'); THENCE LEAVING SAID RIGHT OF WAY S 13°18'28" W 58.65' TO A POINT; THENCE N 32°26'13" W 103.00' TO A 1/2" REBAR AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS, BENEFITS AND APPURTENANCES UNDER AND BY VIRTUE OF THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN DAVID G. ENGLAND AND DAVID E. AND ANN C. MELL, LLC, DATED MAY ___, 2002, FILED AND RECORDED JUNE 4, 2002 IN DEED BOOK 27580, PAGE 157, GWINNETT COUNTY, GEORGIA RECORDS.

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TAX ID #R5144 037

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This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA No. 2906 STEPHEN A. CALDER LAND SURVEYOR

FOR THE FIRM BOUNDARY ZONE, INC. LSF #839

NOT VALID WITHOUT ORIGINAL SIGNATURE

STEPHEN CALDER PLS #2906 — DATE 06-19-2025

TRACT AREA:
224,384 Sq. Ft.
5.151 Ac.

TREE LEGEND:
- HARDWOOD TREE
- CONIFEROUS TREE
- XX" TREE DIAMETER (IN INCHES)
- DDH DEAD/DISEASED/HAZARDOUS

ZONING INFORMATION:

BG
BUSINESS GENERAL DISTRICT

BUILDING SETBACKS:
FRONT: 50'
SIDE: 10'
REAR: 10'

ZONING AND SETBACK DESIGNATIONS AS SHOWN HEREON WERE OBTAINED FROM THE OFFICIAL CITY OF LAWRENCEVILLE WEBSITE ON 06/10/2025.

ZONING AND SETBACK DETERMINATIONS ARE OFTEN OPEN TO INTERPRETATION AND THEIR DEPICTION ON THIS SURVEY PLAN IS NEITHER AUTHORITATIVE NOR CONCLUSIVE. THE OWNER OR BUILDING PERMIT HOLDER ALONE HAS THE RESPONSIBILITY TO CONSULT WITH THE RELEVANT PLANNING AUTHORITY TO VERIFY COMPLIANCE WITH ZONING AND SETBACK REGULATIONS PRIOR TO ANY DEVELOPMENT WORK.



This survey was prepared without the benefit of a current title examination. Easements or other encumbrances may exist which burden or benefit the land parcel.

BOUNDARY REFERENCES: DBL 6987, Pg. 86

THE FIELDWORK WAS COMPLETED ON 06/08/2025

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 359,255 FEET.

FIELD EQUIPMENT USED FOR THIS SURVEY INCLUDES A TRIMBLE 'S' SERIES 3" TOTAL STATION AND GPS 207 DUAL FREQUENCY GNSS RECEIVERS.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.03 FEET.

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THIS PLAT WAS PREPARED FOR THE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON.

LEGEND:

○	PROPERTY CORNER FOUND (AS NOTED)	POWER POLE	FIRE HYDRANT	OH	OVERHANG	N/F	NOW OR FORMERLY
●	1/2" REBAR WITH CAP SET "LSF# 839"	LIGHT POLE	WATER METER	-W-	WATER LINE	R/W	RIGHT-OF-WAY
⊡	R/W MONUMENT	POWER/LIGHT POLE	WATER VALVE	-S-	SEWER LINE	PBk.	PLAT BOOK
RBR	REBAR	GUY WIRE	CATCH BASIN	-G-	GAS LINE	DBk.	DEED BOOK
CRBR	CAPPED REBAR	POWER METER	MANHOLE	-T-	TEL. LINE	Pg.	PAGE
OTP	OPEN TOP PIPE	POWER BOX	JUNCTION BOX	-U-	OVERHEAD UTIL.	L.L.	LAND LOT
CTP	CRIMP TOP PIPE	A/C UNIT	DRAINAGE INLET	-X-	FENCE LINE	D.E.	DRAINAGE EASMNT.
		GAS METER	CLEAN OUT	CONC.	CONCRETE	S.S.E.	SAN. SEWER EASMNT.
		GAS VALVE	SIGN	BSL	BUILDING SETBACK	P.E.	POWER EASMNT.
		TELEPHONE BOX	CABLE BOX				

F.K.A.	FORMERLY KNOWN AS
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERT. DATUM
	REGULAR PARKING
GR	GREASE TRAP
(F)	FLAG POLE
U.E.	UTILITY EASMNT.

811 Know what's below. Call before you dig.

BOUNDARY zone, inc. — CIVIL ENGINEERING AND LAND PLANNING — PROVIDING SERVICES FOR METRO ATLANTA, RALEIGH-DURHAM & CENTRAL FLORIDA.
800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772
INFO@BOUNDARYZONE.COM

GRID NORTH
GA WEST NAD 83
DATUM NAVD 88
SCALE: 1" = 30'

GRAPHIC SCALE - IN FEET
0 30 60 90 120

No.	REVISION	DATE
1		
2		
3		
4		

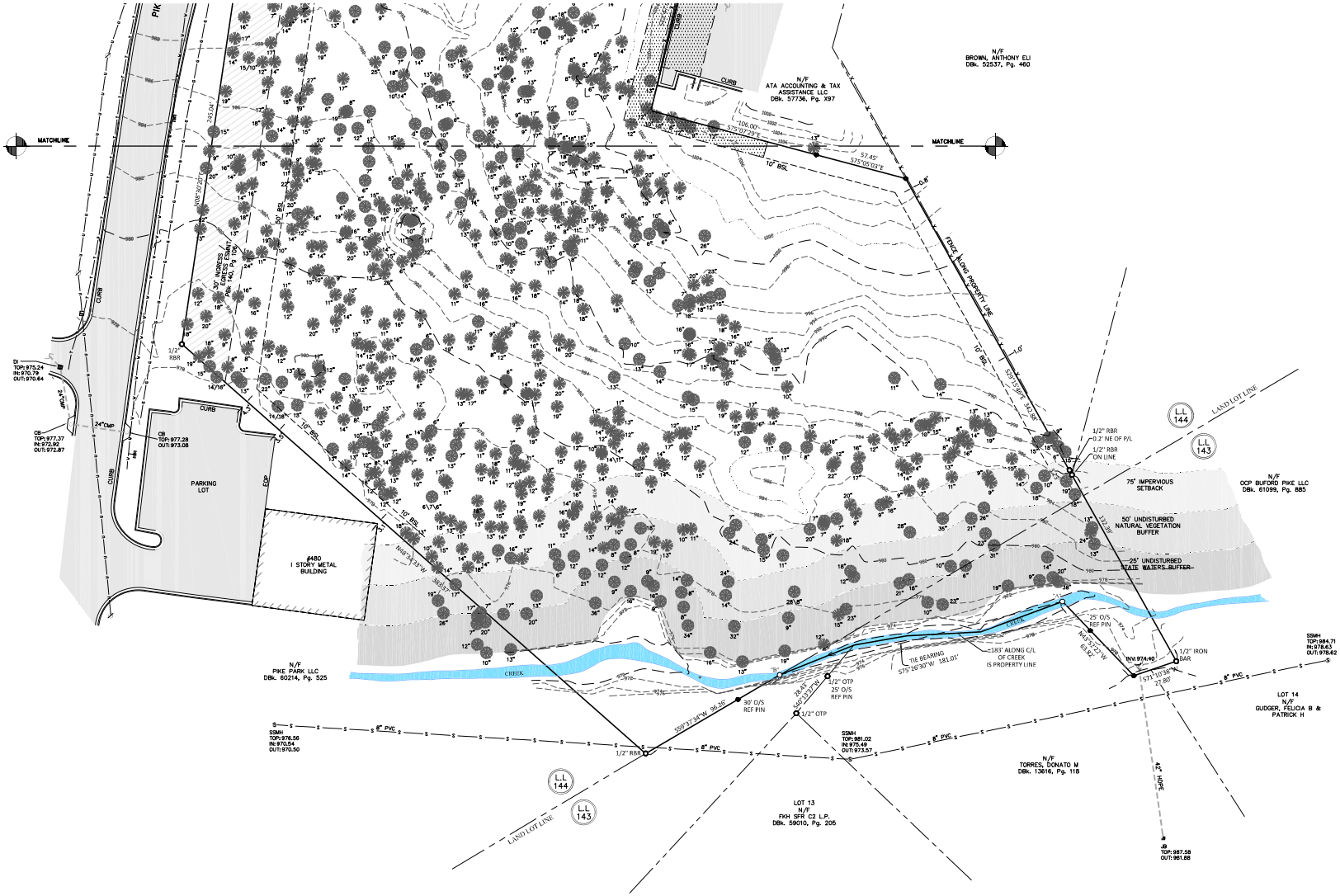
BOUNDARY, TOPOGRAPHIC & TREE SURVEY

Prepared For: MARTHA SANCHEZ
464 WEST PIKE STREET, LAWRENCEVILLE, GA 30046
LAND LOTS 143 & 144 of the 5th DISTRICT
GWINNETT COUNTY, GEORGIA - 06/19/2025

PROJECT 2745401

SHEET 1 of 2

RZM2025-00023
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT



GRID NORTH
GA WEST NAD 83
DATUM NAVD 88
SCALE: 1" = 30'

DATE
REVISION
No.

GRAPHIC SCALE - IN FEET
0 30 60 90 120

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

Prepared For: MARTHA SANCHEZ
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○	PROPERTY CORNER FOUND (AS NOTED)	POWER POLE	FIRE HYDRANT	OH OVERHANG	N/F NOW OR FORMERLY	F.K.A. FORMERLY KNOWN AS
●	1/2" REBAR WITH CAP SET "LSF# 839"	LIGHT POLE	WATER METER	—W— WATER LINE	R/W RIGHT-OF-WAY	NAD NORTH AMERICAN DATUM
■	R/W MONUMENT	POWER/LIGHT POLE	WATER VALVE	—S— SEWER LINE	PBk. PLAT BOOK	NAVD NORTH AMERICAN VERT. DATUM
RBR	REBAR	GUY WIRE	CATCH BASIN	—G— GAS LINE	DBk. DEED BOOK	REGULAR PARKING
CRBR	CAPPED REBAR	POWER METER	MANHOLE	—T— TEL. LINE	Pg. PAGE	GREASE TRAP
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		GAS VALVE	SIGN	BSL BUILDING SETBACK	P.E. POWER EASMNT.	
		TELEPHONE BOX	CABLE BOX			

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BOUNDARY zone, inc. SURVEYING AND LAND PLANNING
PROVIDING SERVICES FOR METRO ATLANTA, RALEIGH-DURHAM & CENTRAL FLORIDA.
888 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772
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PROJECT 2745401

SHEET 2 of 2

RZM2025-00023
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT



SUP2025-00116
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT

GEHEBER LEWIS ARCHITECTS



SUP2025-00116
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT

GEHEBER LEWIS ARCHITECTS

CONCEPTUAL PLANS FOR:

464 WEST PIKE STREET
LAWRENCEVILLE, GA 30046
JURISDICTION: CITY OF LAWRENCEVILLE

DIRECTORY

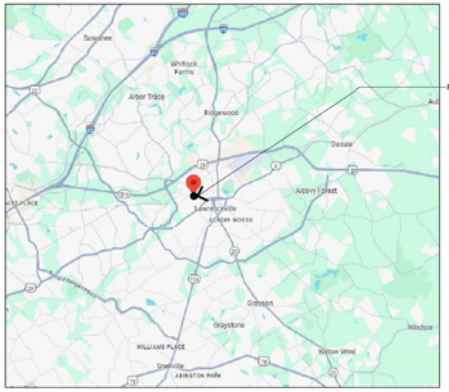
OWNER
12 BROTHERS VENTURE CAPITAL, LLC
3775 VENTURE DRIVE
BUILDING J, SUITE 202
DULUTH, GA 30096

24 HOUR CONTACT
MS. MARTHA SANCHEZ
PH: (404) 931-8109

ARCHITECT & ENGINEERS
CONSULTING ENTERPRISES, CORP.
1048 INDUSTRIAL COURT, SUITE F
SUWANEE, GA 30024
PH. (770) 614-1633
FAX. (770) 614-1642

PROJECT ADDRESS
464 WEST PIKE STREET
LAWRENCEVILLE, GA 30046





VICINITY MAP (NTS)

APPLICABLE CONSTRUCTION CODES:

- INTERNATIONAL BUILDING CODE (ICC): 2018 EDITION WITH 2020, 2022, 2024 & 2025 GA AMENDMENTS
- INTERNATIONAL RESIDENTIAL CODE (ICC): 2018 EDITION WITH 2020 & 2024 GA AMENDMENTS
- INTERNATIONAL MECHANICAL CODE (ICC): 2018 EDITION WITH 2020 & 2024 GA AMENDMENTS
- INTERNATIONAL PLUMBING CODE (ICC): 2018 EDITION WITH 2020, 2022, 2023 & 2024 GA AMENDMENTS
- INTERNATIONAL FUEL GAS CODE (ICC): 2018 EDITION WITH 2020 & 2022 GA AMENDMENTS
- NFPA NATIONAL ELECTRICAL CODE (NEC): 2023 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE (ICC): 2015 EDITION WITH 2020, 2022 & 2023 GA AMENDMENTS

FIRE CODES:

- NFPA CODES AND STANDARDS: CURRENT EDITION (*)
- NFPA 101 LIFE SAFETY CODE: 2018 EDITION (*)
- INTERNATIONAL FIRE CODE (ICC): 2018 EDITION
  (* *REFERENCED CODES ARE MODIFIED BY THE STATE FIRE MARSHAL PER CH. 120-3-3 OF RULES AND REGULATIONS OF THE SAFETY FIRE COMMISSIONER*)
- O.C.G.A. TITLE 25 (STATE FIRE LAW)
- O.C.G.A. TITLE 30 (ACCESS TO AND USE OF PUBLIC FACILITIES BY PERSONS WITH DISABILITIES)
- 2010 ADA STANDARDS

NOTE:
THE ATTACHED DRAWINGS ARE CONCEPTUAL IN NATURE AND ARE FOR PLANNING PURPOSE ONLY.

SHEET INDEX

SHEET#	SHEET CONTENT	SHEET#	SHEET CONTENT
ARCHITECTURAL			
CS	COVER SHEET		
A100	CONCEPTUAL ARCHITECTURAL SITE PLAN FOR REZONING		
A101	CONCEPTUAL ARCHITECTURAL SITE PLAN		
A200	PLANS - FIRST AND SECOND FLOOR - APARTMENT UNITS - BLOCK A		
A201	PLANS - THIRD AND FOURTH FLOOR - APARTMENT UNITS - BLOCK A		
A202	PLAN - FIFTH FLOOR - APARTMENT UNITS - BLOCK A		
A203	ELEVATIONS - APARTMENT BLCK A - NORTH & SOUTH		
A204	ELEVATIONS - APARTMENT BLCK A - EAST & WEST		
A300	PLANS - FIRST AND SECOND FLOOR - APARTMENT UNITS - BLOCK B		
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A400	PLANS - FIRST AND SECOND FLOOR - TOWNHOMES - BLOCK C		
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A503	ELEVATIONS - MIXED-USE BUILDING - BLOCK D - EAST & WEST		
NOTE: REFER TO FULL SET PDF PLAN FOR ALL SHEETS.			
SURVEY			
1	BOUNDARY AND SURVEY BY BOUNDARY ZONE, INC., SIGNED BY MR. STEPHEN CALDER (GA PLS # 2806) ON 06-19-2025. - 2 SHEETS		

PARKING REQUIREMENTS

USE	QUANTITY	REQUIRED RATIO	REQUIRED SPACES
TOWNHOMES PER SEC. 102.6.C.2	8	2.5 SPACE/UNIT	20
RETAIL/OFFICE SPACE (SQ.FT)	9400	1.0 SPACE/300 SQ.FT	32
APARTMENTS ABOVE RETAIL/OFFICE SPACE	20	1 SPACE/UNIT	20
APARTMENT BUILDINGS (SQ.FT)	118	1 SPACE/UNIT	118
		REQUIRED SPACES >>	190
		25% REDUCTION PER SECTION 907 >>	48
		NET REQUIRED SPACES >>	142
		STANDARD PARKING SPACES PROVIDED >>	172
		COMPACT PARKING SPACES PROVIDED >>	0
		HANDICAP PARKING SPACES PROVIDED >>	10
		TOTAL PARKING SPACES PROVIDED >>	182

CONCEPTUAL DESIGN - PRELIMINARY DENSITY STUDY

Mixed-Use Building
(9 Retail Units) - (18 x 2-Bed units) + (2 x 1-Bed units)

		Floor Area - Sq.ft
First floor	9 Retail Units	10391.2
2nd floor	10 Apartment Unit	11895
3rd floor	10 Apartment Unit	11895
	Total Built Area	**34181.2**

Apartment		Type	Unit Count	Apt Area - Sq.ft/unit
	Occupancy Area:	Type 2E (2-Bed)	10	1056.6
		Type 2F (2-Bed)	6	1061.6
		Type 2G (2-Bed)	2	1002.6
		Type 2H (1-Bed)	2	615
		Total Apt. Units	**20 Units**	

Retail				
	Occupancy Area:	Unit 1	1	1052
		Unit 2-8	7	1100
		Unit 9	1	962.5
		Total Retail. Units	**9 Units**	

Townhomes
(8 x 2-Car Garage units)

	Unit 1	Unit 2-7	Unit 8
	Area in Sq.Ft/unit		
First floor	756.09	734.59	734.59
Second floor	1150.95	1129.45	1129.45
Third Floor	1165.45	1122.45	1143.95
Garage	432.01	432.01	432.01
Porch	46.78	46.78	46.78
Deck	234.5	234.5	234.5
Roof	0	0	0
	3785.77	**3699.77**	**3721.27**
	Unit 1	Unit 2-7	Unit 8
Unit count	1	6	1
	3785.77	22198.61	3721.27
		Total Built Area	**29705.65**

Apartment B
(18 x2-Bed units) + (18 x 1-Bed units)

			Floor Area - Sq.ft
First floor	Parking		14240
Second Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
Third Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
Fourth Floor	(2-Bed x 6) + (1-Bed x 6)	12 units	14010.1
		Total	**36 units**

2-Bed units	Type	Unit Count	Apt Area - Sq.ft/unit
	Type 2C (2-Bed)	18	1092.3
	Type 2D (1-Bed)	18	730

Apartment A
(77 ı 2-Bed units) + (7 x 1-Bed units)

				Floor Area - Sq.ft
First floor	Basement parking			28552
Second Floor	(2-Bed x 18) + (1-Bed x 1)	19	units	28015.94
Third Floor	(2-Bed x 19) + (1-Bed x 2)	21	units	28165.08
Fourth Floor	(2-Bed x 19) + (1-Bed x 2)	21	units	28165.08
Fifth Floor	(2-Bed x 19) + (1-Bed x 2)	21	units	28165.08
		Total	**82 units**	**141063**

2-Bed units	Type	Unit Count	Apt Area - Sq.ft/unit
	Type 2A (2-Bed)	6	1075.7
	Type 2A - Accessible (2-Bed)	2	
	Type 2B (2-Bed)	65	1092.5
	Type 2B - Accessible (2-Bed)	2	
	2-Bed Total	**75**	
1-Bed units	Type 3A (1-Bed)	4	794
	Type 3B (1-Bed)	3	1029.5
	1-Bed Total	**7**	
Leasing Office		1	1075.7
Fitness Room		1	1029.5
Storage		3	592

Sub-total	**138 Units**	**111 x 2-Bed units 27 x 1-Bed unit**
	8 Townhomes	**8 x 4-Bed unit**
Total	**146 Units**	**261220 Sq.ft**

CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & SOIL ENGINEERING AND INSPECTIONS
PHONE: (770) 614-1633

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COVER SHEET
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY
PROJECT#
DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: CS

RZM2025-00023
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT

TOTAL SITE AREA:
224,384 SQ.FT
5.151 AC

CURRENT ZONING: BG (AS PER ARTICLE 102.13)	PROPOSED ZONING: CMU (AS PER ARTICLE 102.11C)
MIN. FRONT: 50FT MIN. SIDE: 10FT MIN. REAR: 10FT MIN. LOT AREA: NONE MIN. LOT WIDTH: NONE MAX. HEIGHT: 35FT	MIN. FRONT: 5 - 15 FT MIN. SIDE: 10 - 20 FT MIN. REAR: 25 - 40 FT MIN. LOT AREA: 5ACRES MIN. LOT WIDTH: 40 FT MAX. HEIGHT: 44'-6" FT

PARKING CALCULATIONS

TYPE OF USE	QTY	REQUIRED RATIO	REQUIRED SPACES
TOWN HOMES PER SEC. 102.6.C.2	8	2.5 SPACE/UNIT	20
RETAIL/OFFICE SPACE (SQ.FT)	9400	1.0 SPACE/300 SQ.FT	32
APARTMENTS ABOVE RETAIL/OFFICE SPACE	20	1.0 SPACE/UNIT	20
APT. BUILDING (SQ.FT)	118	1.0 SPACE/UNIT	118
		REQUIRED SPACES >>	190
		25% REDUCTION PER SECTION 507 >>	48
		NET REQUIRED SPACES >>	142
		STANDARD PARKING SPACES PROVIDED >>	172
		COMPACT PARKING SPACES PROVIDED >>	0
		HANDICAP PARKING SPACES PROVIDED >>	10
		TOTAL PARKING SPACES PROVIDED >>	182



BLOCK D : MIXED USE BUILDING (2 FLOORS OVER RETAIL)
(RETAIL– 9 UNITS, APARTMENTS – 20 UNITS)
FIRST FLOOR:RETAIL X 9 UNITS. TOTAL 9700+ SQ.FT
SECOND FLOOR: (2–BED UNITS X 9) + (1–BED UNIT X 1) = 10 APARTMENT UNITS
THIRD FLOOR: (2–BED UNITS X 9) + (1–BED UNIT X 1) = 10 APARTMENT UNITS

PARKING:35 STANDARD PARKING + 4 ACCESSIBILITY PARKING

TOTAL:
9 RETAIL UNITS + 18 2–BED APARTMENT UNITS + 2 1–BED APARTMENT UNITS
39 PARKING

BLOCK C : TOWNHOMES – 8 UNITS
(3 FLOORS + ACCESSIBLE FLAT ROOF)
2–CAR GARAGE HOMES X 8
2–CAR GARAGE HOME UNIT DIMENSION: 24'X50'
NUMBER OF BEDROOMS PER UNI: 3
20'+ DRIVEWAY

TOTAL: 8 TOWNHOMES
(2–CAR GARAGE HOMES X 8) + 16 PARKING

BLOCK B : APARTMENT BUILDING – 36 UNITS
(3 FLOORS OVER PARKING)
FIRST FLOOR: PARKING:36 STANDARD PARKING + 2 ACCESSIBILITY PARKING
SECOND FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS
THIRD FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS
FOURTH FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS

TOTAL: 36 APARTMENT UNITS + 36 PARKING

BLOCK A : APARTMENT BUILDING – 82 UNITS
(4 FLOORS OVER BASEMENT PARKING)
BASEMENT PARKING:70 STANDARD PARKING + 4 ACCESSIBILITY PARKING
FIRST FLOOR: (2–BED UNITS X 18) + (1–BED UNIT X 1) = 19 UNITS
+ ENTRANCE LOBBY, FITNESS ROOM, LEASING OFFICE
SECOND FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS
THIRD FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS
FOURTH FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS

TOTAL: 82 APARTMENT UNITS + 74 PARKING

1 / A100 CONCEPTUAL ARCHITECTURAL SITE PLAN FOR REZONING
SCALE: 1/32" = 1'-0", WHEN PRINTED IN 24'x36' SHEET SIZE

GENERAL NOTES

1. LAYOUT IS CONCEPTUAL IN NATURE AND IS FOR PLANNING PURPOSE ONLY. FURTHER INFORMATION WILL BE REQUIRED TO DESIGN THE PROJECT
2. THE BASE PLAN FOR THE CONCEPTUAL LAYOUT DRAWN ON THIS SHEET WAS TAKEN FROM THE SURVEY PLAT PREPARED BY BOUNDARY ZONE INC AND SIGNED BY STEPHEN CALDER (PLS #2906) ON 06-19-2025.

CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & SOIL ENGINEERING AND INSPECTIONS
PHONE: (770) 614-1653

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CONCEPTUAL ARCHITECTURAL SITE PLAN FOR REZONING
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A100

RZM2025-00023
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BLOCK D : MIXED USE BUILDING (2 FLOORS OVER RETAIL)
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TOTAL:
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(3 FLOORS + ACCESSIBLE FLAT ROOF)
2–CAR GARAGE HOMES X 8
2–CAR GARAGE HOME UNIT DIMENSION: 24'X50'
NUMBER OF BEDROOMS PER UNI: 3
20'+ DRIVEWAY

TOTAL: 8 TOWNHOMES
(2–CAR GARAGE HOMES X 8) + 16 PARKING

BLOCK B : APARTMENT BUILDING – 36 UNITS
(3 FLOORS OVER PARKING)
FIRST FLOOR: PARKING:36 STANDARD PARKING + 2 ACCESSIBILITY PARKING
SECOND FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS
THIRD FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS
FOURTH FLOOR: (2–BED UNITS X 6) + (1–BED UNIT X 6) = 12 UNITS

TOTAL: 36 APARTMENT UNITS + 36 PARKING

BLOCK A : APARTMENT BUILDING – 82 UNITS
(4 FLOORS OVER BASEMENT PARKING)
BASEMENT PARKING:70 STANDARD PARKING + 4 ACCESSIBILITY PARKING
FIRST FLOOR: (2–BED UNITS X 18) + (1–BED UNIT X 1) = 19 UNITS
+ ENTRANCE LOBBY, FITNESS ROOM, LEASING OFFICE
SECOND FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS
THIRD FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS
FOURTH FLOOR: (2–BED UNITS X 19) + (1–BED UNIT X 2) = 21 UNITS

TOTAL: 82 APARTMENT UNITS + 74 PARKING

1 / A101 CONCEPTUAL ARCHITECTURAL SITE PLAN
SCALE: 1/32" = 1'-0", WHEN PRINTED IN 24'x36' SHEET SIZE

GENERAL NOTES

1. LAYOUT IS CONCEPTUAL IN NATURE AND IS FOR PLANNING PURPOSE ONLY. FURTHER INFORMATION WILL BE REQUIRED TO DESIGN THE PROJECT
2. THE BASE PLAN FOR THE CONCEPTUAL LAYOUT DRAWN ON THIS SHEET WAS TAKEN FROM THE SURVEY PLAT PREPARED BY BOUNDARY ZONE INC AND SIGNED BY STEPHEN CALDER (PLS #2906) ON 06-19-2025.

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CONCEPTUAL ARCHITECTURAL SITE PLAN
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
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DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A101

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PLANNING & DEVELOPMENT DEPARTMENT



1 A203 ELEVATION - APARTMENT BLOCK A - NORTH
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A203 ELEVATION - APARTMENT BLOCK A - SOUTH
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - APARTMENT BLOCK A - NORTH AND SOUTH
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

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CHECKED

DATE
09-24-2025

SCALE
AS NOTED

SHEET
A203

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1 A204 ELEVATION - APARTMENT BLOCK A - EAST
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A204 ELEVATION - APARTMENT BLOCK A - WEST
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - APARTMENT BLOCK A - EAST AND WEST
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
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DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A204

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PLANNING & DEVELOPMENT DEPARTMENT



1 A302 ELEVATION - APARTMENT BLOCK B - NORTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A302 ELEVATION - APARTMENT BLOCK B - SOUTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - APARTMENT BLOCK B - NORTH AND SOUTH
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

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DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A302

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1 A303 ELEVATION - APARTMENT BLOCK B - WEST

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A303 ELEVATION - APARTMENT BLOCK B - EAST

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - APARTMENT BLOCK B - EAST AND WEST

464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046

LAND LOTS 143&144, 5TH DISTRICT

CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC

JURISDICTION: CITY OF LAWRENCEVILLE

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CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH

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DATE: 09-24-2025

SCALE: AS NOTED

SHEET: A303

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1 A402 ELEVATION - TOWNHOMES - BLOCK C - SOUTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A402 ELEVATION - TOWNHOMES - BLOCK C - NORTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - TOWNHOMES - BLOCK C - NORTH AND SOUTH
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

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DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A402

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1 A403 ELEVATION - TOWNHOMES - BLOCK C - EAST

SCALE: 3/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A403 ELEVATION - TOWNHOMES - BLOCK C - WEST

SCALE: 3/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - TOWNHOMES - BLOCK C - EAST AND WEST

464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046

LAND LOTS 143&144, 5TH DISTRICT

CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC

JURISDICTION: CITY OF LAWRENCEVILLE

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SCALE: AS NOTED

SHEET: A403

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1 A502 ELEVATION - MIXED USE BUILDING - BLOCK D - NORTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A502 ELEVATION - MIXED-USE BUILDING - BLOCK D - SOUTH
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - MIXED-USE BUILDING - BLOCK D - NORTH AND SOUTH
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
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SCALE: AS NOTED
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1 A503 ELEVATION - MIXED-USE BUILDING - BLOCK D - EAST
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A503 ELEVATION - MIXED-USE BUILDING - BLOCK D - WEST
SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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ELEVATIONS - MIXED-USE BUILDING - BLOCK D - EAST AND WEST
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LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

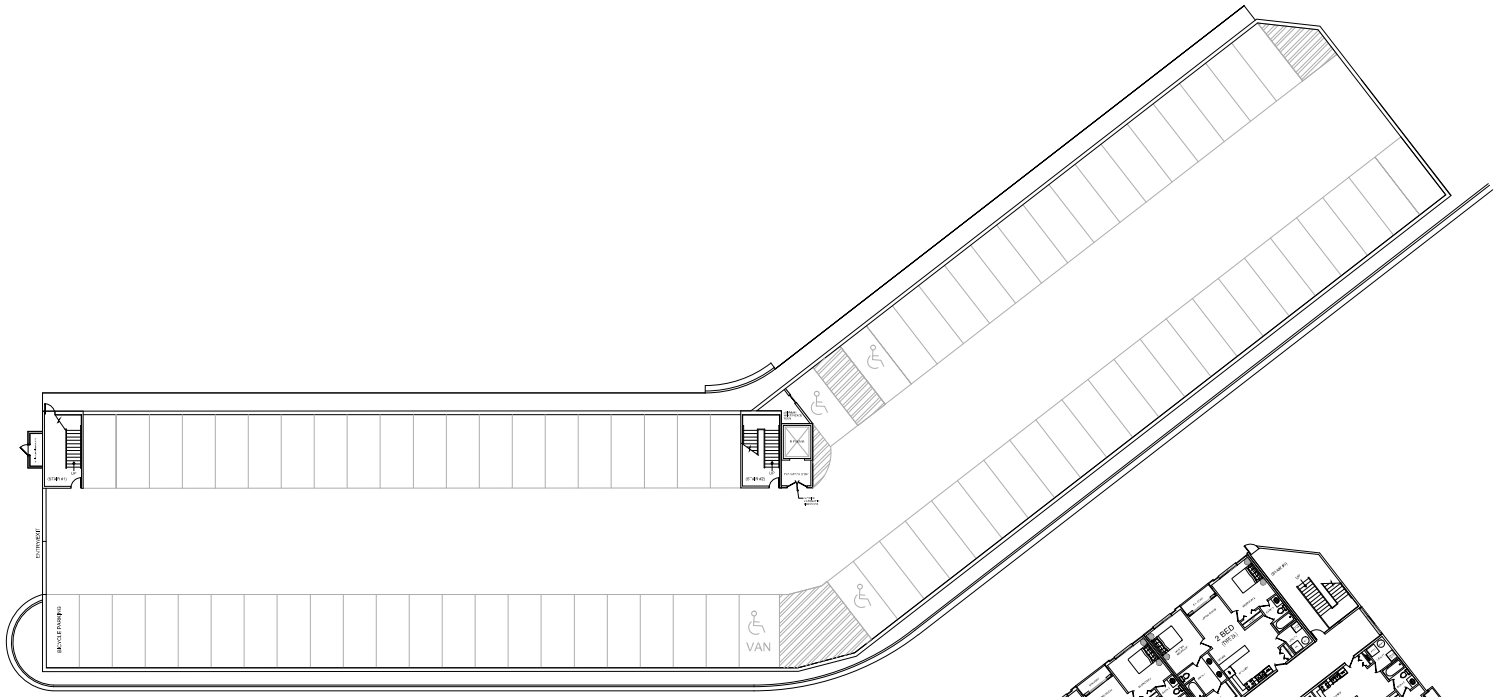
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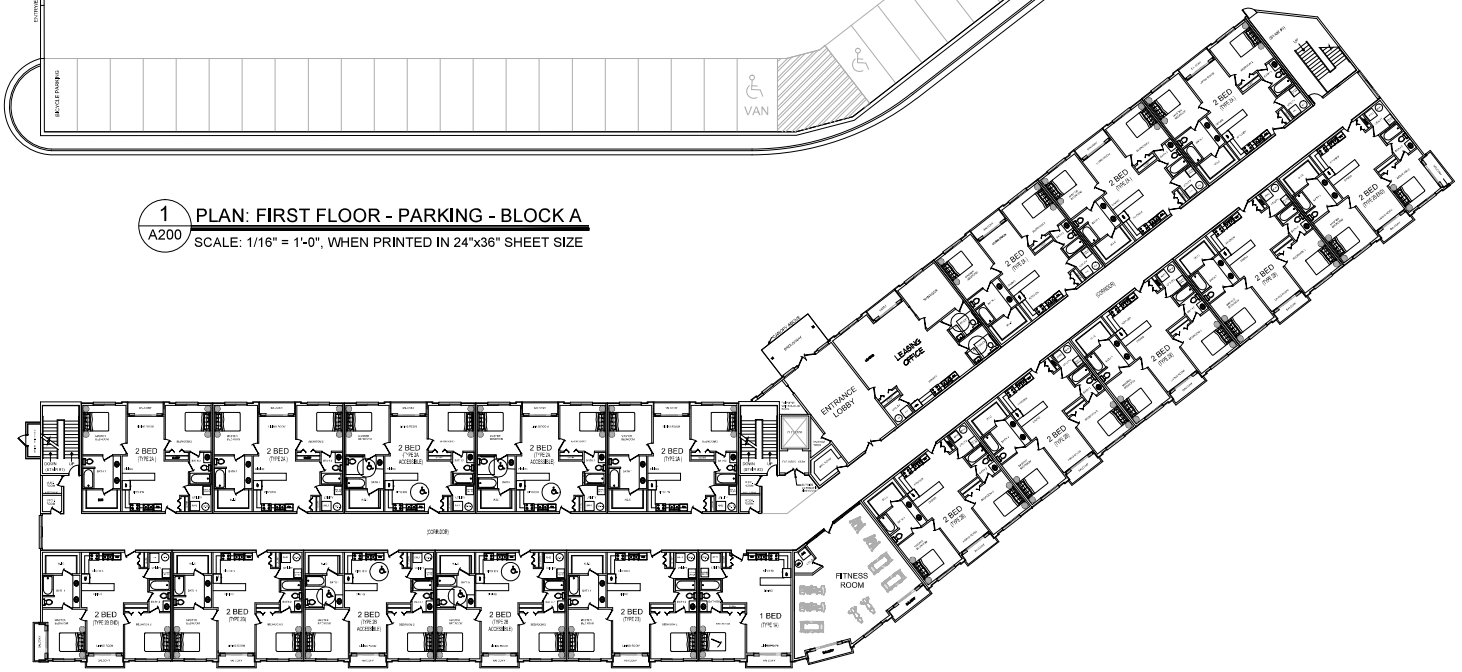
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DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A503

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1 A200 PLAN: FIRST FLOOR - PARKING - BLOCK A
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A200 PLAN: SECOND FLOOR - APARTMENT UNITS - BLOCK A
SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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PLANS - FIRST AND SECOND FLOOR - APARTMENT UNITS - BLOCK A
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

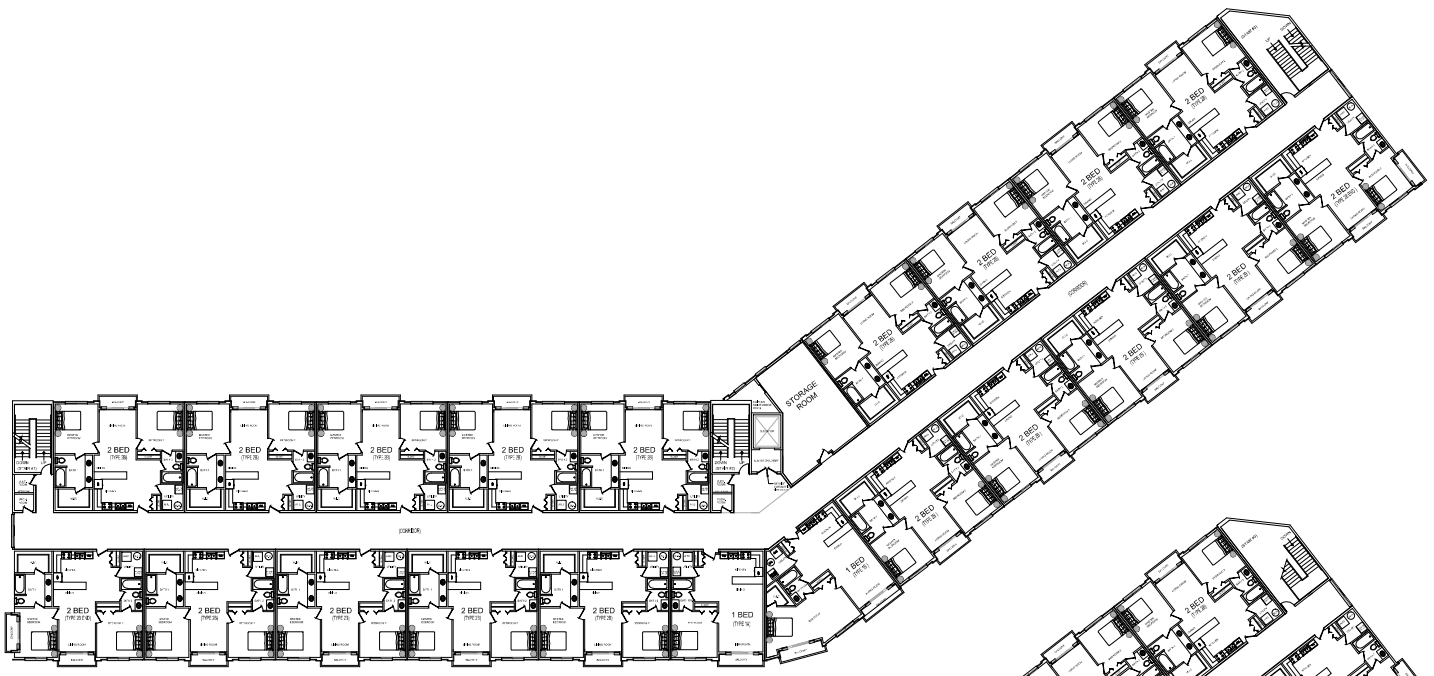
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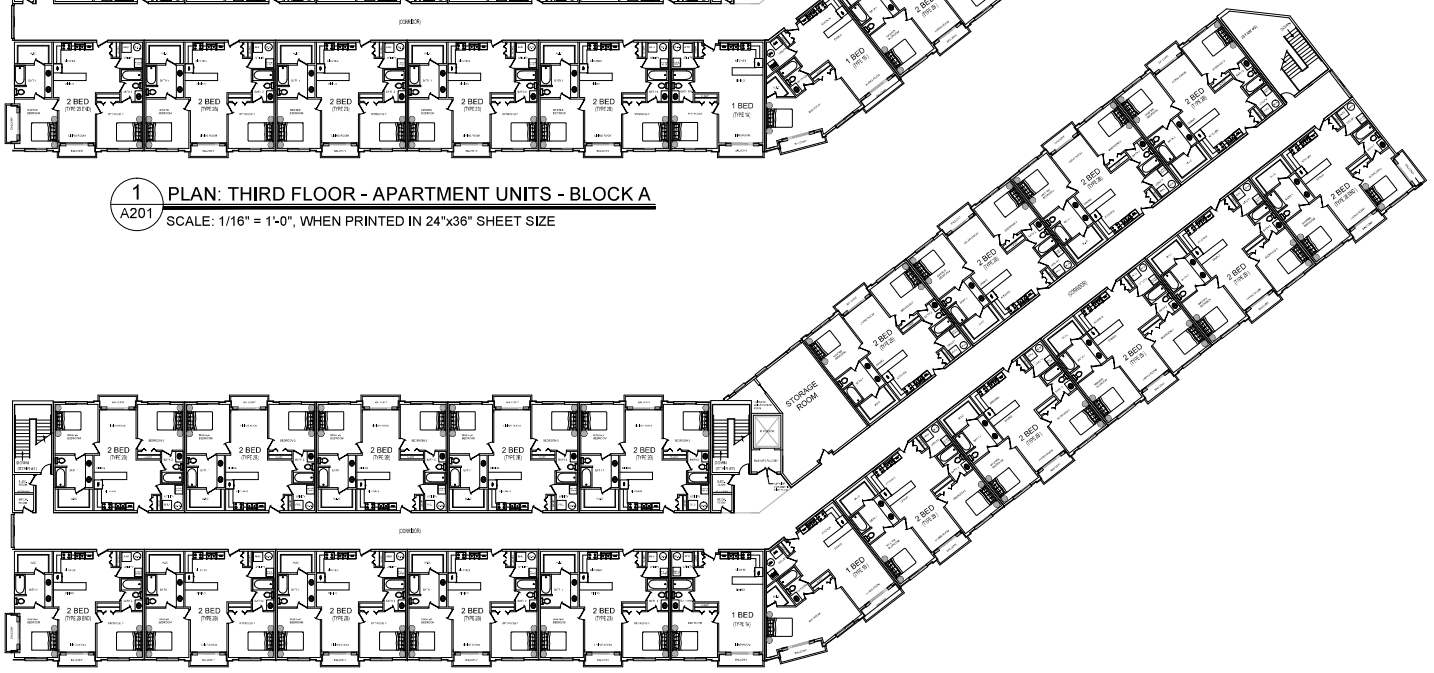
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CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A200

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PLANNING & DEVELOPMENT DEPARTMENT



1 A201 PLAN: THIRD FLOOR - APARTMENT UNITS - BLOCK A

SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A201 PLAN: FOURTH FLOOR - APARTMENT UNITS - BLOCK A

SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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PLANS - THIRD AND FOURTH FLOOR - APARTMENT UNITS - BLOCK A

464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046

LAND LOTS 143&144, 5TH DISTRICT

CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC

JURISDICTION: CITY OF LAWRENCEVILLE

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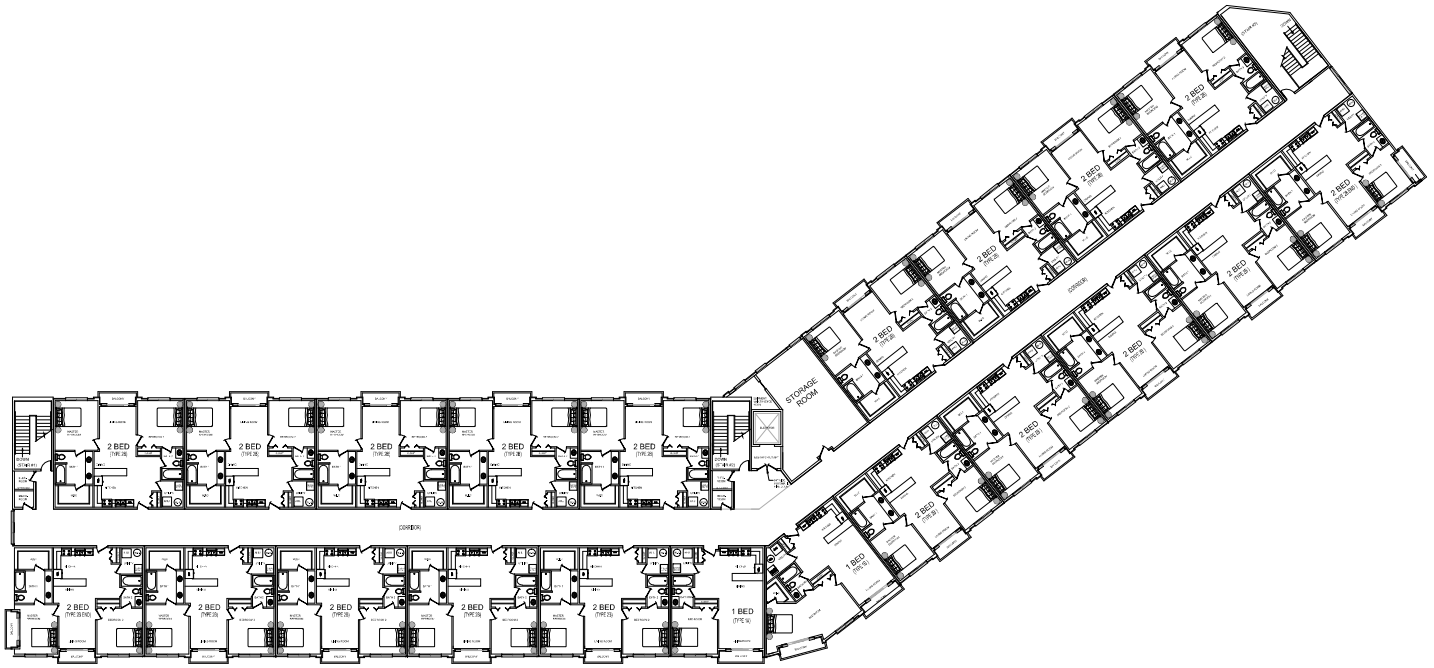
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SCALE: AS NOTED

SHEET: A201

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1 A202 PLAN: FIFTH FLOOR - APARTMENT UNITS - BLOCK A

SCALE: 1/16" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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PLAN - FIFTH FLOOR - APARTMENT UNITS - BLOCK A

464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046

LAND LOTS 143&144, 5TH DISTRICT

CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC

JURISDICTION: CITY OF LAWRENCEVILLE

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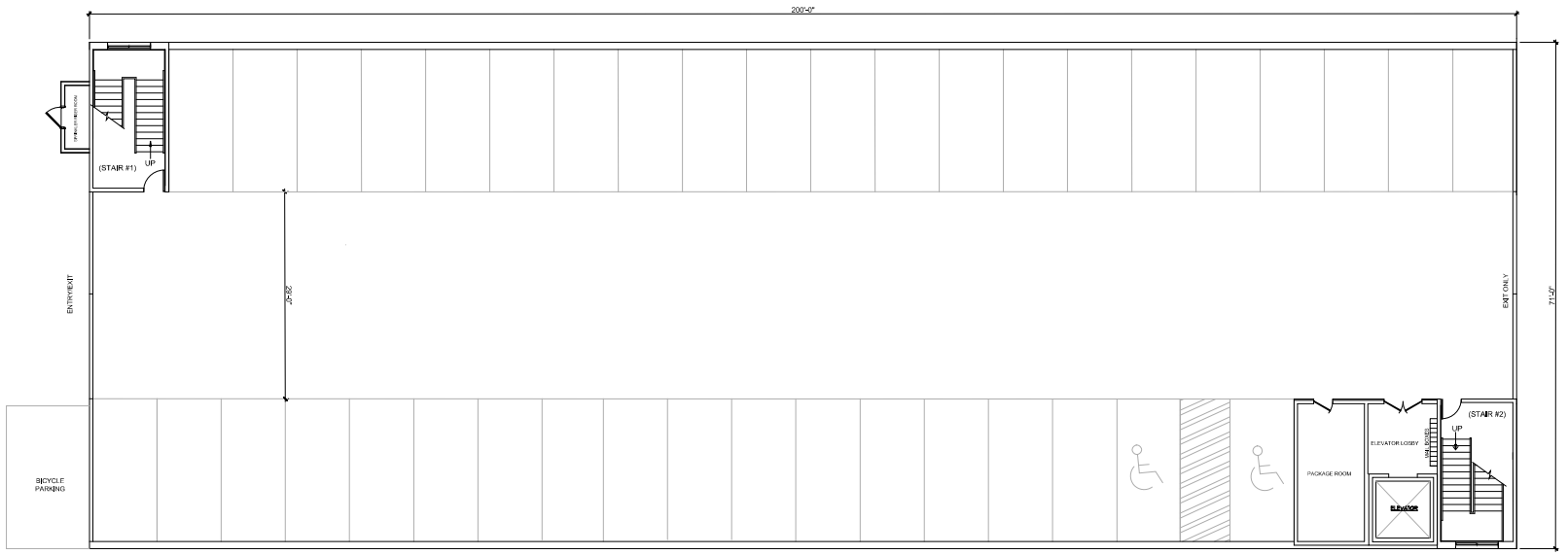
CHECKED:

DATE: 09-24-2025

SCALE: AS NOTED

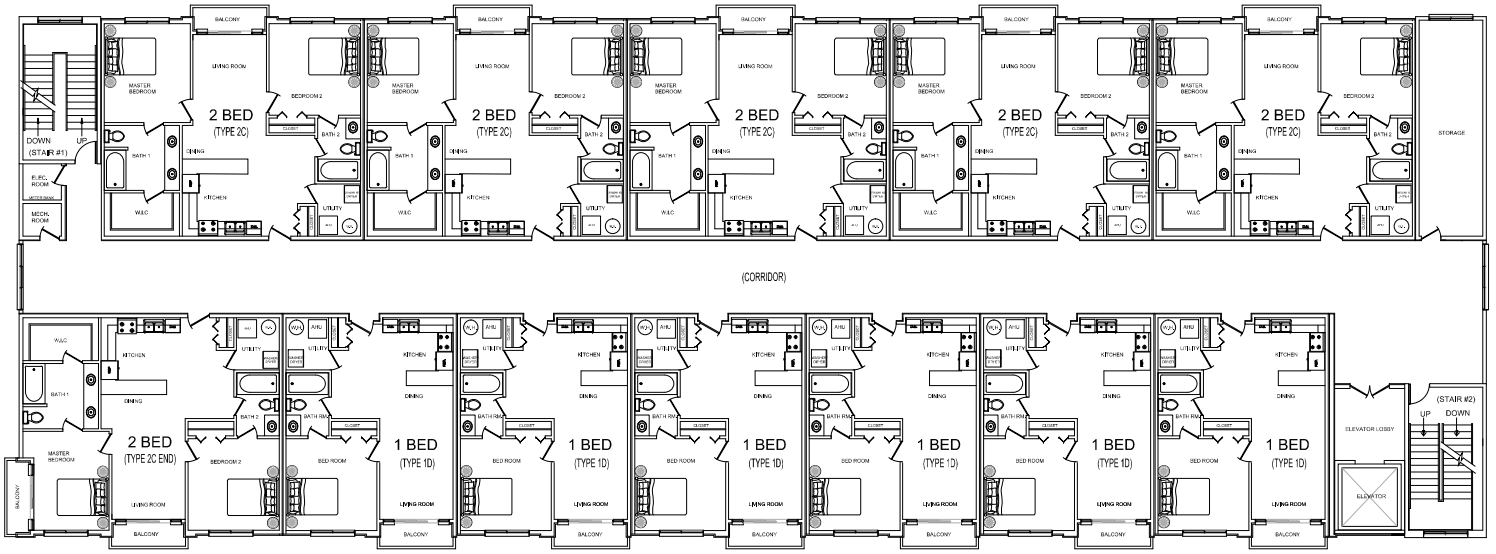
SHEET: A202

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PLANNING & DEVELOPMENT DEPARTMENT



1 A300 PLAN: FIRST FLOOR - PARKING - BLOCK B

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A300 PLAN: SECOND FLOOR - APARTMENT UNITS - BLOCK B

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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PLANS - FIRST AND SECOND FLOOR - APARTMENT UNITS - BLOCK B
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

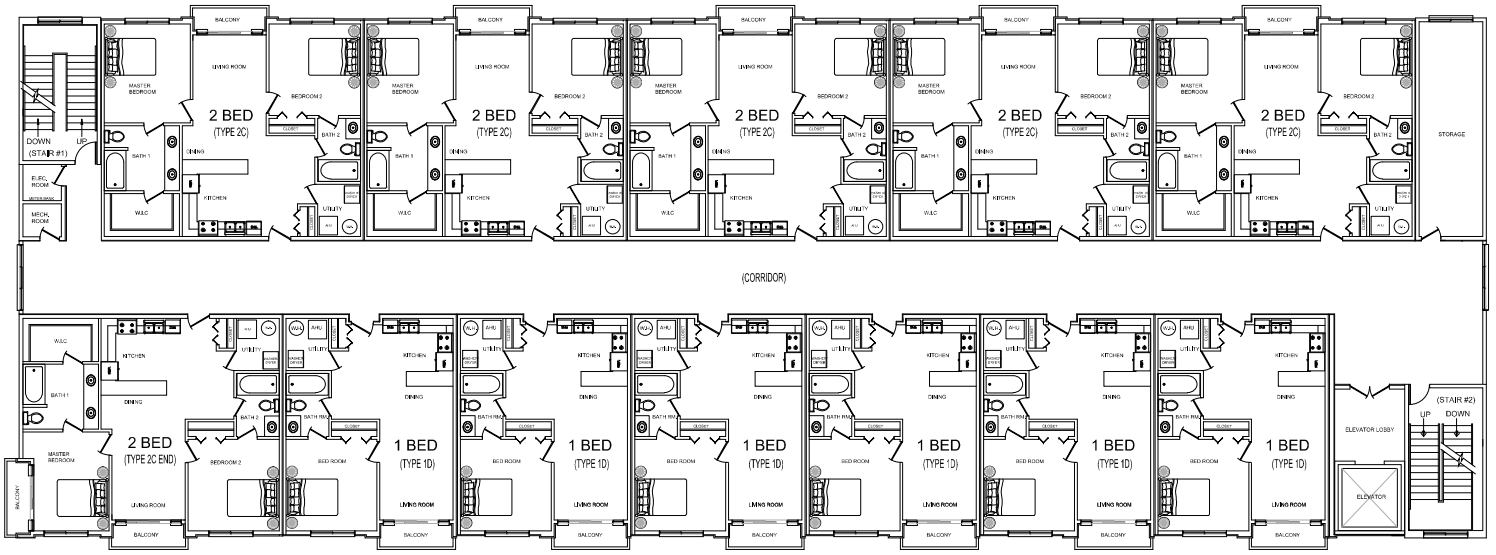
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NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

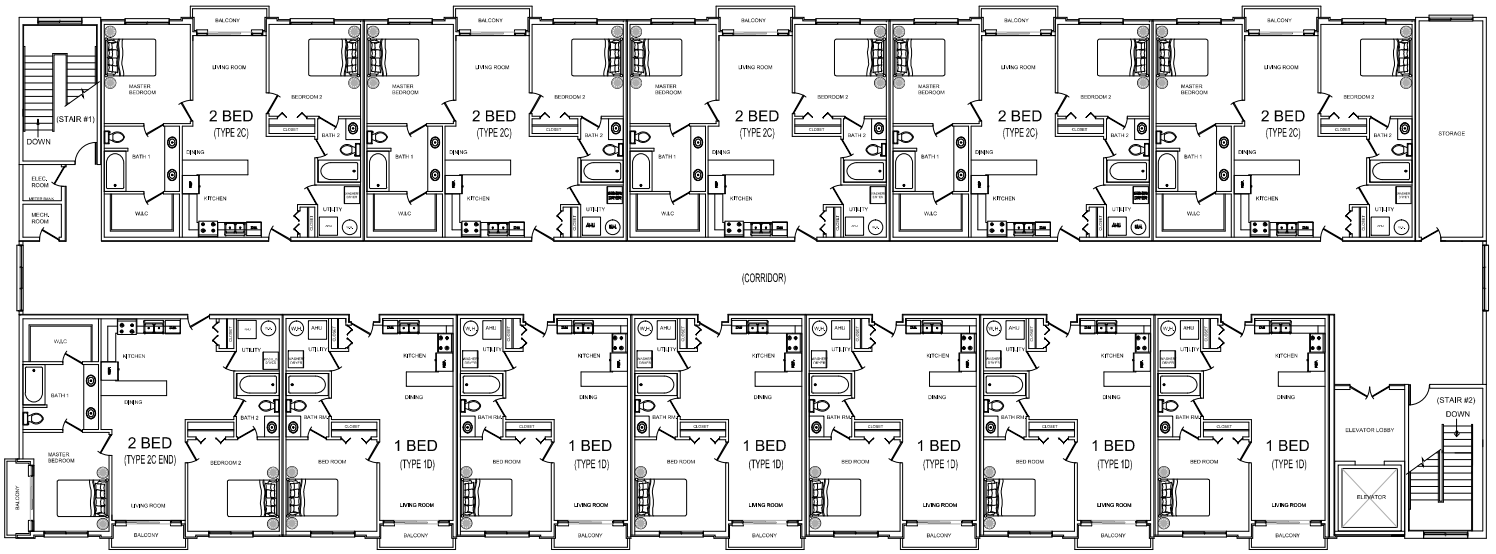
DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A300

RZM2025-00023
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT



1 A301 PLAN: THIRD FLOOR - APARTMENT UNITS - BLOCK B

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A301 PLAN: FOURTH FLOOR - APARTMENT UNITS - BLOCK B

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

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PLANS - THIRD AND FOURTH FLOOR - APARTMENT UNITS - BLOCK B
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

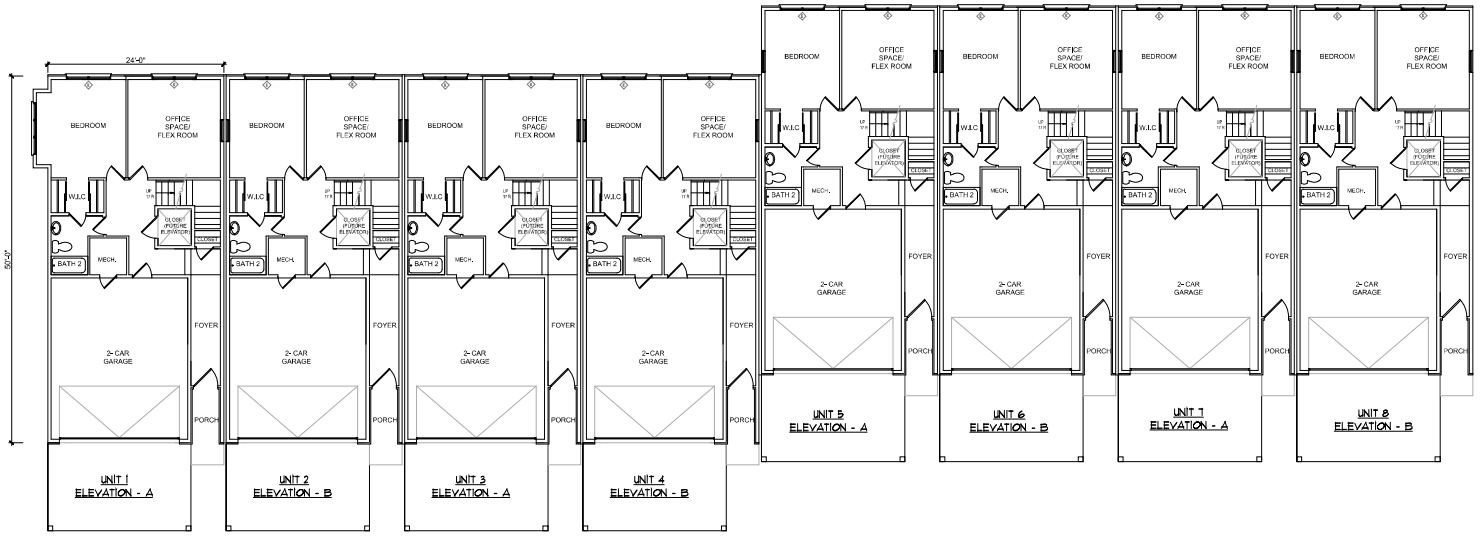
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CONCEPTUAL PLANS ONLY

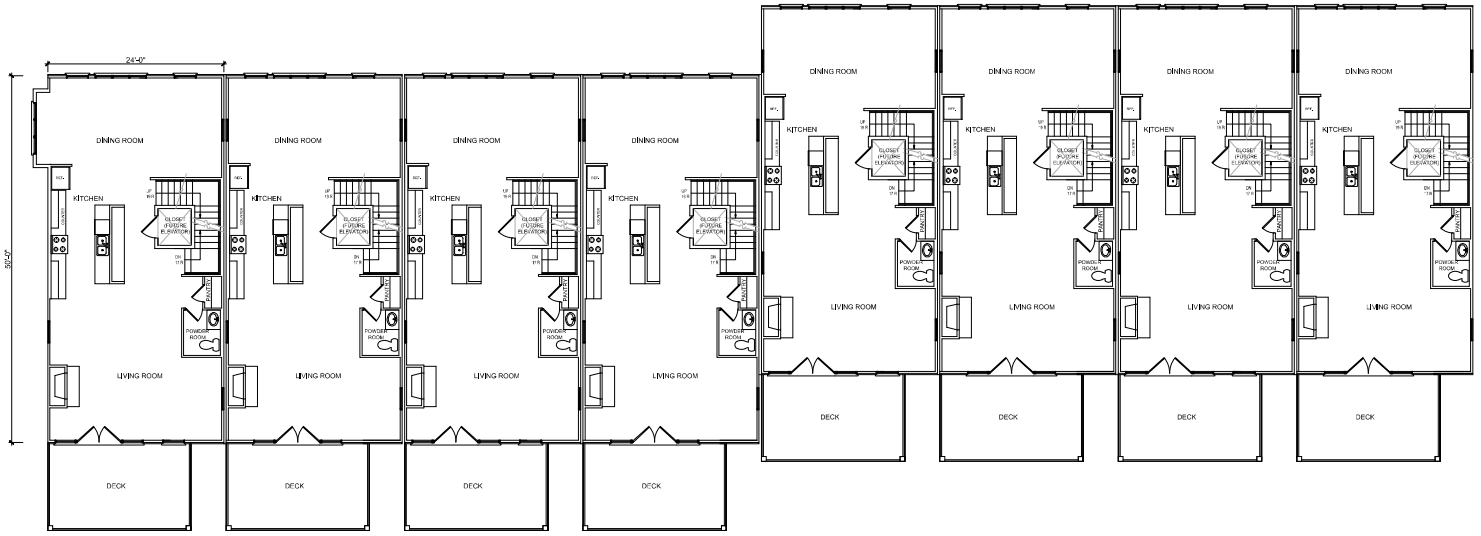
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DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A301

RZM2025-00023
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT



1 A400 PLAN: FIRST FLOOR - TOWNHOMES - BLOCK C

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE



2 A400 PLAN: SECOND FLOOR - TOWNHOMES - BLOCK C

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

MAGNETIC NORTH

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PLANS - FIRST AND SECOND FLOOR - TOWNHOMES - BLOCK C
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

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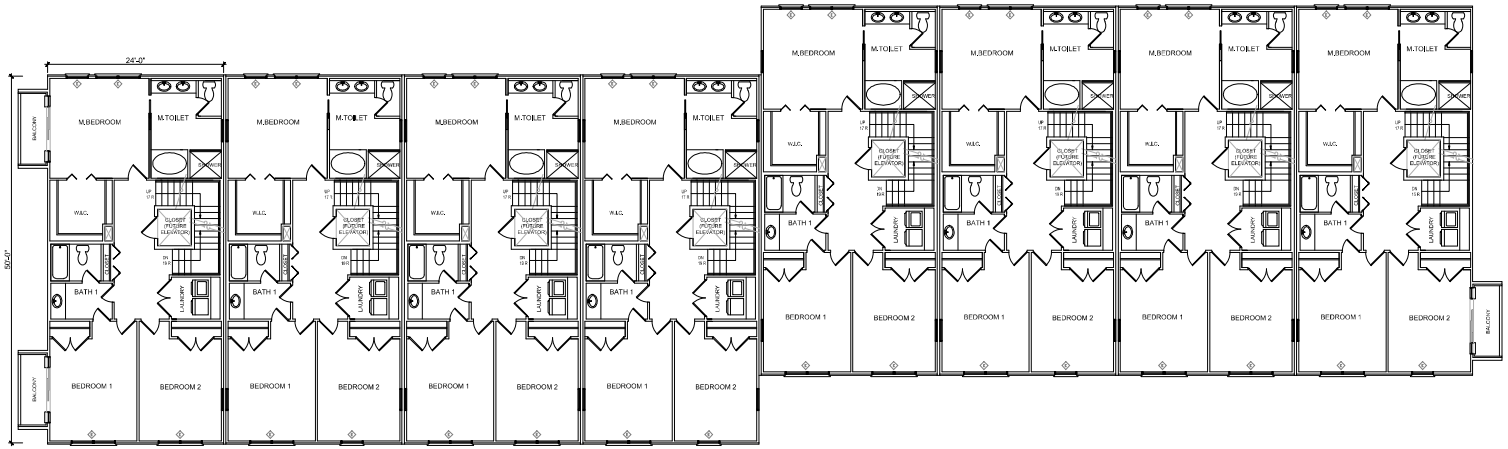
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DATE: 09-24-2025

SCALE: AS NOTED

SHEET: A400

RZM2025-00023
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PLANNING & DEVELOPMENT DEPARTMENT



1 / A401 PLAN: THIRD FLOOR - TOWNHOMES (BLOCK C)

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

MAGNETIC NORTH

CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & SOIL ENGINEERING AND INSPECTIONS
PHONE: (770) 614-1413

PLAN - THIRD FLOOR - TOWNHOMES - BLOCK C
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

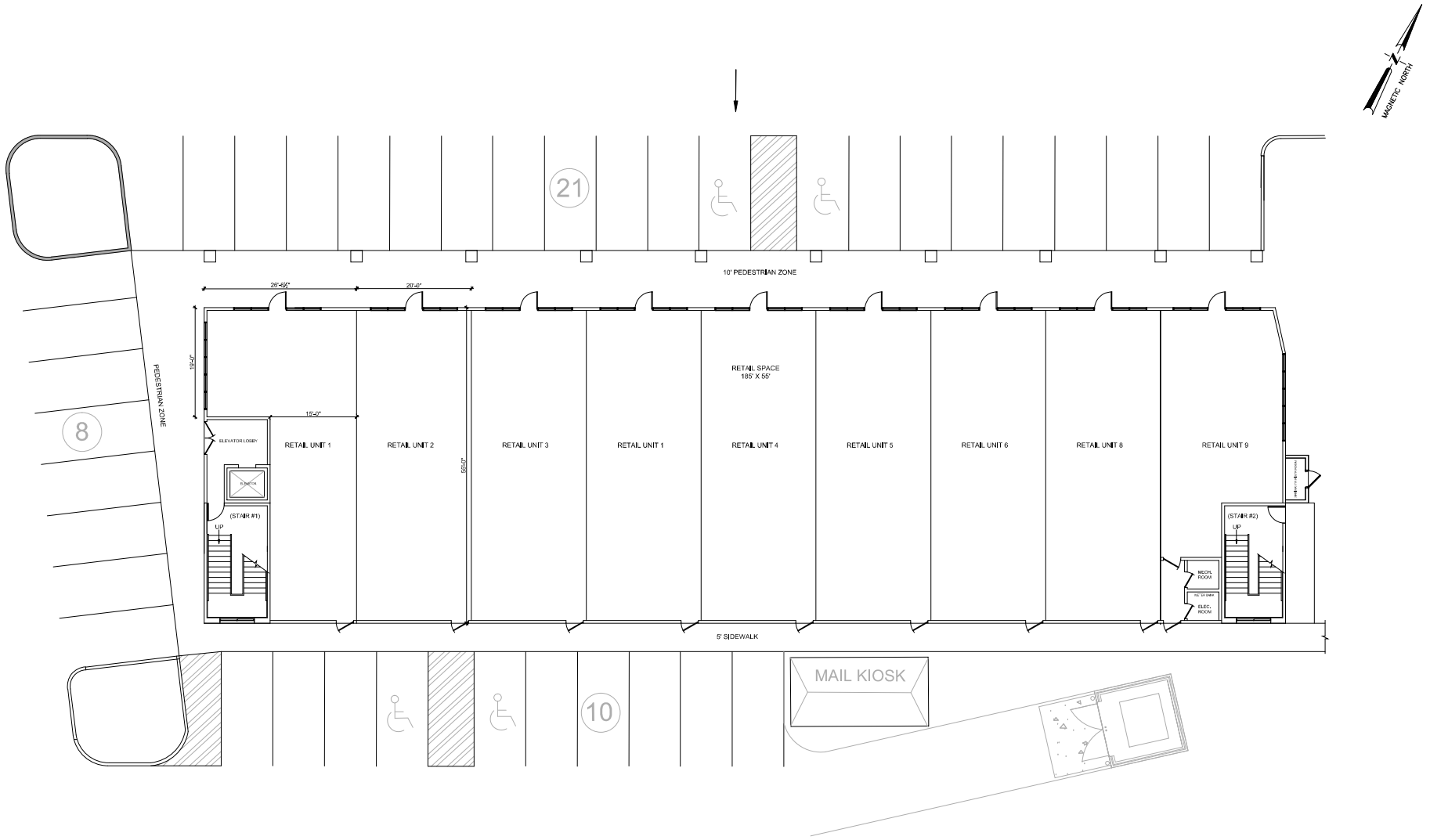
REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A401

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1 A500 PLAN: FIRST FLOOR - MIXED-USE BUILDING - BLOCK D

SCALE: 1/8" = 1'-0", WHEN PRINTED IN 24"x36" SHEET SIZE

CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & SOIL ENGINEERING AND INSPECTIONS
PHONE: (770) 614-1453

PLAN - FIRST FLOOR - MIXED-USE BUILDING - BLOCK D
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

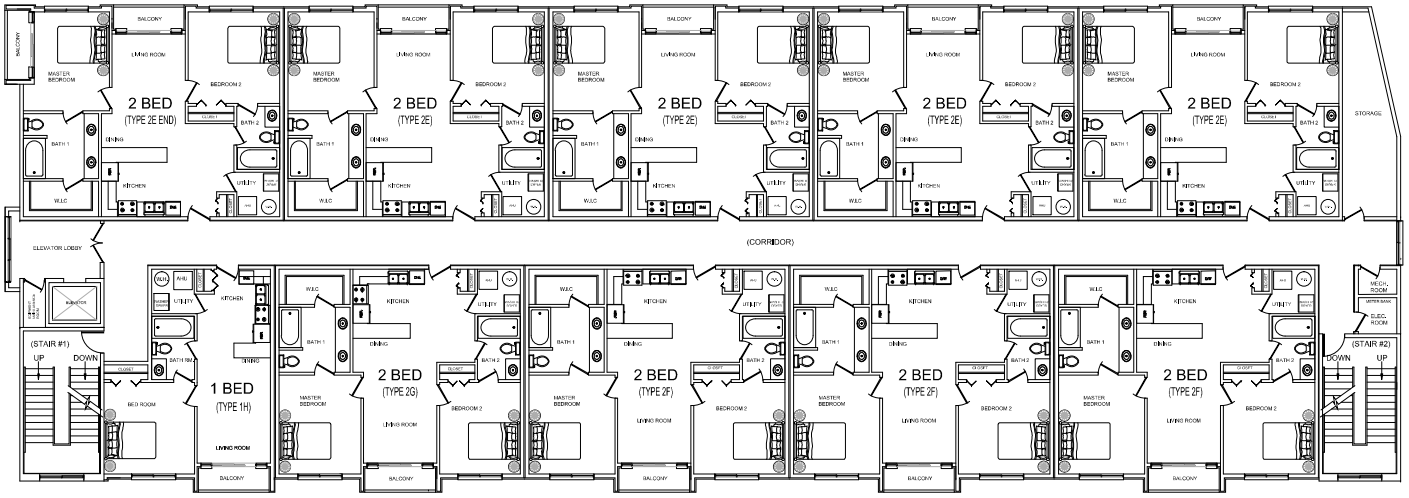
REVISIONS

NO.	DATE	DESCRIPTION

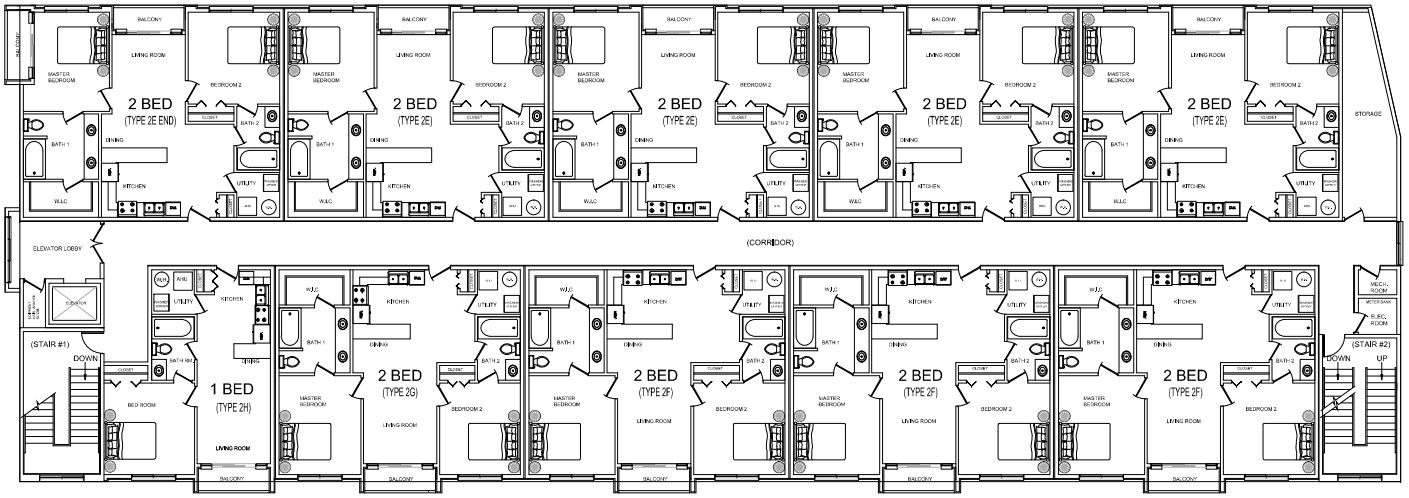
CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A500

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1 A501 PLAN: SECOND FLOOR - MIXED-USE BUILDING (BLOCK D)
SCALE: 1/8"=1'-0", WHEN PRINTED ON 24"x36" SHEET SIZE



2 A501 PLAN: THIRD FLOOR - MIXED-USE BUILDING (BLOCK D)
SCALE: 1/8"=1'-0", WHEN PRINTED ON 24"x36" SHEET SIZE

MAGNETIC NORTH

CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & SOIL ENGINEERING AND INSPECTIONS
PHONE: (770) 614-1453

RECOGNITION: THESE CONSULTING ENTERPRISES DRAWINGS, AND RELATED DOCUMENTS, ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THEY ARE AND SHALL REMAIN THE PROPERTY OF CEC & SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY PURPOSE WHATSOEVER UNLESS WITH THE EXPRESS WRITTEN AND SIGNED PERMISSION OF CEC. ANY UNAUTHORIZED USE, WITHOUT SUCH PERMISSION, IS STRICTLY PROHIBITED. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE RESERVED BY CEC.

PLANS - SECOND AND THIRD FLOOR - MIXED-USE BUILDING - BLOCK D
464 WEST PIKE STREET, LAWRENCEVILLE, GA - 30046
LAND LOTS 143&144, 5TH DISTRICT
CLIENT: 12 BROTHERS VENTURE CAPITAL, LLC
JURISDICTION: CITY OF LAWRENCEVILLE

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL PLANS ONLY

DRAWN: AMMARNNATH
CHECKED:
DATE: 09-24-2025
SCALE: AS NOTED
SHEET: A501

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RECEIVED OCTOBER 2, 2025
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Projected Renderings Of Exterior

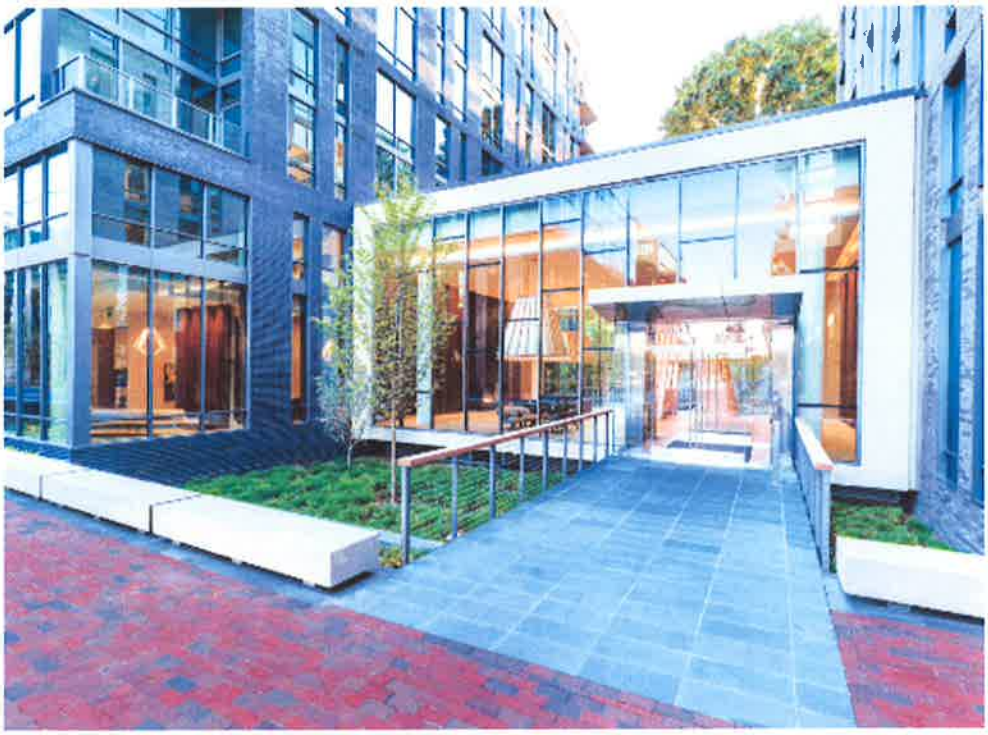




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Projected Renderings Of Exterior





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Projected Renderings Of Interior





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PLANNING & DEVELOPMENT DEPARTMENT

Projected Renderings Of Interior





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PLANNING & DEVELOPMENT DEPARTMENT

Projected Renderings Of Amenities





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Projected Renderings Of Amenities





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Projected Renderings Of Interior Apartments





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Projected Renderings Of Interior





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RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

☒ **APPROVED**
☐ **DENIED**
☐ **CONDITIONALLY APPROVED**
Sewer Capacity Request #**C2025-294-11**
Expiration Date: 11/10/2026
Tie-In Manhole FID: **218930**

November 10, 2025

Martha Sanchez
12 Brothers Venture Capital, LLC
3775 Venture Drive Bldg 300
Duluth, GA 30096

RE: Sewer Availability for Proposed Development – 464 West Pike
Parcel ID 5144 037

Dear Ms. Sanchez:

Gwinnett County Department of Water Resources (GCDWR) has reviewed the impact of the proposed development consisting of 6,000 square feet of retail space; 3,400 square feet of office space; leasing center with a fitness center and pool; 27 one-bedrooms and 111 two-bedrooms on the above parcel and determined:

Gwinnett County has adequate sewer capacity to serve the proposed development.

This confirmation is based on your anticipated annual average daily flow of **16.77 gpm** discharging to the sewer tie-in manhole at Facility ID **218930**.

Capacity Allocation: Sewer capacities are allocated only upon the issuance of a Development Permit, by Gwinnett County Planning & Development and after all applicable conditions established in this Sewer Capacity Certification, if any, are met.

Certification Expiration: The Sewer Capacity Certification is valid for 12 months from the date of this letter. If rezoning is approved, GCDWR will issue a revised Sewer Capacity Certification based on the approved units, as needed. The capacity request can be renewed for an additional 12 months. If a Development Permit has not been obtained by the expiration date above the developer may apply for renewal by providing evidence of active rezoning, plan review, or permitting efforts.

Once the Sewer Capacity Certification expires, the capacity is no longer allocated, and a new Sewer Capacity Certification request must be submitted for re-evaluation with no guarantee of available capacity. The evaluation will be based on the updated conditions of the sewer system.

Certification Invalidation: This certification is not valid if there are proposed changes to your development that could impact downstream sewer capacity (e.g. land use density, sewer tie-in manhole, parcel changes, and/or rezoning). In this case the development must resubmit for a

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RECEIVED NOVEMBER 17, 2025
PLANNING & DEVELOPMENT DEPARTMENT

684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

new Sewer Capacity Request with updated information prior to the expiration of the previous one.

Please contact us at 678-376-7026 if you have any questions.

Sincerely,

GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES

Della Taylor, PE
Division Director, Infrastructure Support
678.376.2130

C: Gwinnett County DWR – Lorraine Campagne, Section Manager; Raghu Vemuru, Engineer V; Mikala Weston, Engineer III; Geniva Sylvain, Engineer III
Gwinnett County P&D – Charli Young, Planning Manager; Christina Dejarnette, Engineer II; Wendell Tumale, Engineer III; Dominique Graves, Engineer II

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RECEIVED NOVEMBER 17, 2025
PLANNING & DEVELOPMENT DEPARTMENT

GWINNETT COUNTY
WATER RESOURCES

SEWER CAPACITY CERTIFICATION REQUEST

Submit completed, signed, sealed form, and documents to: DWRCapacityCertification@GwinnettCounty.com

Select Request Type:

- [x] Pre-Rezoning
- [ ] New Request
- [ ] Renew Request SCC #_____
- [ ] Revise Existing Request SCC #_____ (Describe revision changes in Project Description below)

DWR Use Only:

Capacity Certification Request No. C2025-294-11

[■] Approved [ ] Conditionally Approved* [ ] Denied

*(See attached letter for conditions)

Printed Name: Della Taylor, PE - Division Director, Infrastructure Support

Signature: D Taylor 11/10/2025

Gwinnett County Planning and Development Permit No.: _____

Check if development/project requires public or private pump station: [ ] **Pumping Rate (gpm)** ____

Development/Project Name: 464 West Pike
Development Address: 464 West Pike Street (City)Lawrenceville (Zip) 30046
Parcel Number(s): R5144 037

Project Description: Develop with Retail spaces, townhomes & apertment homes
Refer attached Utility Concept Plan for number of units and/or square footage per each type of use
(Provide appropriate square footage and number of units in the project description)

Total Area of Development: 5.151 acres
If residential, total number of units: 138 Density: 26.8 units/acre

Property Owner Name: 12 Brothers Venture Capital, LLC (Martha Sanchez)
Property Owner Email: ms@globalprg.com Phone #: 404-931-8109

Developer Contact: Martha Sanchez Company: 12 Brothers Venture Capital, LLC
Address: 3775 Venture Drive, Bldg. D300 City: Duluth Zip: 30096
Developer Email: ms@globalprg.com Phone #: 404-931-8109

Engineering Contact: Rajesh Patel Engineering Firm: Boundary Zone, Inc.
Engineer Email: rpatel@boundaryzone.com Phone #: 770-271-5772

Additional Recipients: _____
Recipient(s) Email(s): _____

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PLANNING & DEVELOPMENT DEPARTMENT

DWR Use Only

Capacity Certification Request No.: C2025-294-11

Development/Project Name: _____

Gwinnett County Planning and Development Permit No.: _____ (if available)

Downstream Pump Station: Patterson Sewer Basin: Patterson

Total requested annual average daily flow (AADF) in gallons per minute (gpm): 16.77

Flow (gpm) 16.77 to tie-in manhole facility ID: 218930
Flow (gpm) _____ to tie-in manhole facility ID: _____
Flow (gpm) _____ to tie-in manhole facility ID: _____
Flow (gpm) _____ to tie-in manhole facility ID: _____
Flow (gpm) _____ to tie-in manhole facility ID: _____

Provide your BEST estimated dates for:

Zoning Submittal: 10/2025 Plan Submittal 04/2026 Begin Construction: 10/2026
Zoning Approval: 12/2025 Completion/Occupancy: 03/2028

Include the following in the submittal package:

☑ GIS map **highlighting** proposed development, surrounding utilities, and location of tie-in manhole.
https://gis.gwinnettcounty.com/GISDataBrowser

☑ Detailed flow calculations for proposed development project based on the most current wastewater flow estimation guidelines:
https://www.gwinnettcounty.com/static/departments/water/pdf/wastewater-flow-estimation-guidance.pdf

- Annual average daily flow (gpm)
- Peak flow (gpm) for all heavy water users (i.e. laundromats, carwashes, industrial, etc.) – please note that the peaking factor has been changed from 2.5 to 4.0 unless justification can be provided.
- Batch discharges from processing facilities (breweries, industrial, etc.)
- Pump station flow rates – If a pump has been selected, provide a pumping rate and pump curve. If a pump has not been selected, assume a minimum pumping rate of 4 times the AADF. Be sure to provide the pump flow rate on page 1 of the request form.

☑ Proposed utility plan

Design Professional sign/seal: R J C Patel Date: 10/07/2025

Professional Seal



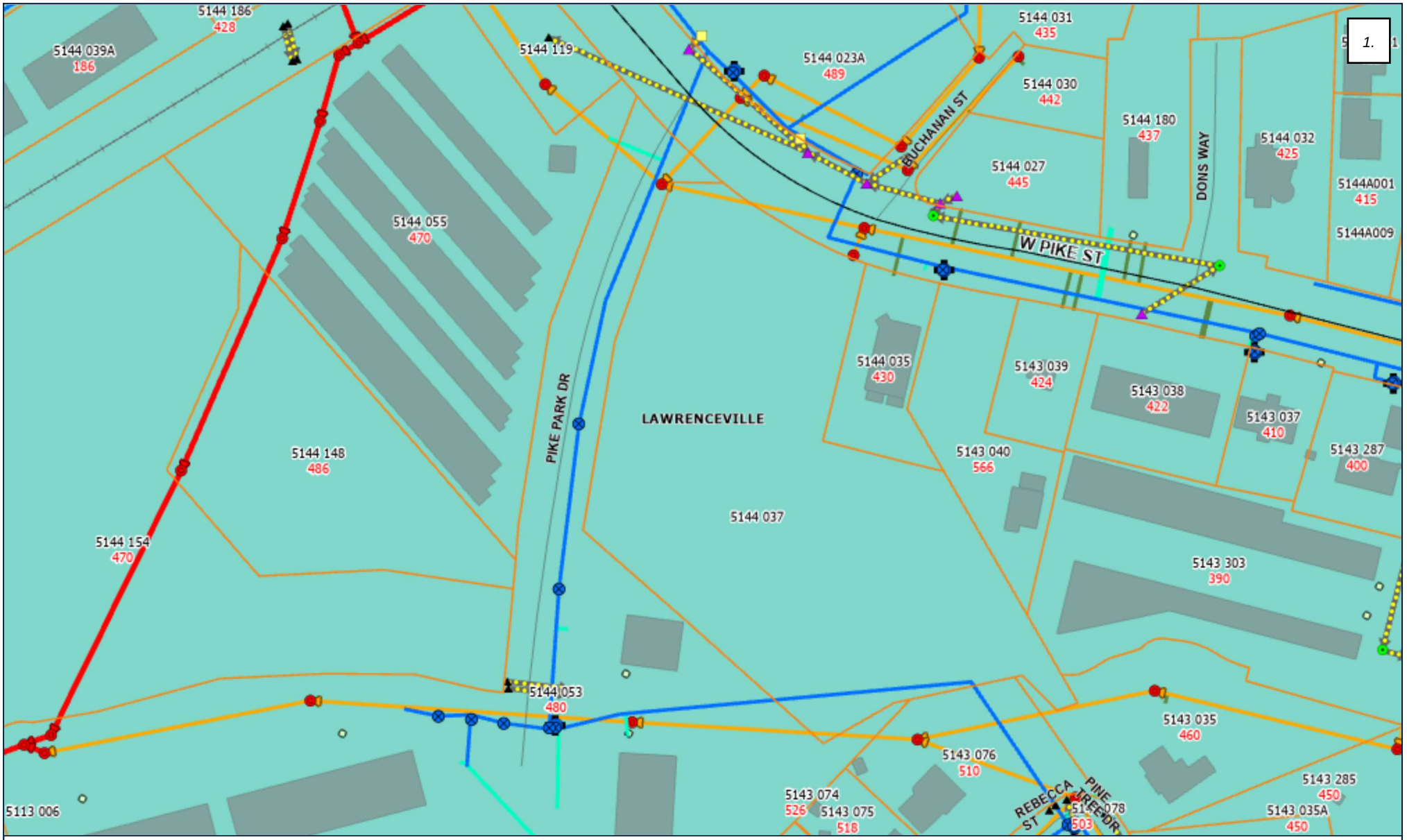
Once a complete package with all supporting documentation has been received

PLEASE ALLOW A MINIMUM OF 10 BUSINESS DAYS FOR PROCESSING

If additional analysis or flow monitoring is required

PLEASE ALLOW AN ADDITIONAL 20 BUSINESS DAYS FOR PROCESSING

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Gwinnett

464 West Pike Street, Lawrenceville

Utilities

0 50 100
ft

10/7/2025 12:54:35 PM

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PLANNING & DEVELOPMENT DEPARTMENT

ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to

BOUNDARY zone, inc. SURVEYORS, ENGINEERS AND LAND PLANNERS

WASTEWATER FLOW ESTIMATION

Development Name: 464 West Pike
Development Address: 464 West Pike Street, Lawrenceville, GA 30046
Parcel Number(s): R5144 037

Land Use Category / Facility	Annual Ave Daily Unit Flow (gpd)	Per Unit	# of Unit (s)	Annual Ave Daily Flow (gpd)
Retail Shops / Store	100	1,000 sq. ft.	6,000	600
Office - General	175	1,000 sq. ft.	3,400	595
Residential Townhomes	250	Each	8	2,000
Residential 1-Bedroom	110	Each	27	2,970
Residential 2-Bedroom	155	Each	111	17,205
Office - Leasing	175	1,000 sq. ft.	1,080	189
Fitness Center	500	1,000 sq. ft.	960	480
Clubhouse	50	1,000 sq. ft.	1,250	63
Swimming Pool	25	Employee	2	50
			Total >>	24,152

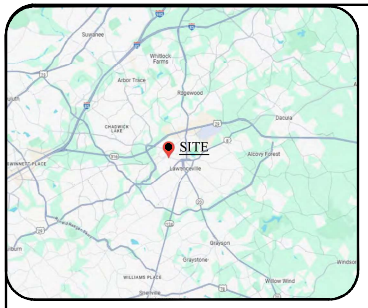
Annual Average Daily Flow (gpm) = AADF (gpd) / 1440 = **16.77 gpm**

800 Satellite Blvd NW, Suwanee, GA 30024
1100 Peachtree St NE #200, Atlanta, GA 30309
125 TownPark Drive, Suite 300, Kennesaw, GA 30144
Phone: (770) 271 5772

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Submitted for SCC Consideration only

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PLANNING & DEVELOPMENT DEPARTMENT



Vicinity Map
(NTS)

TOTAL SITE AREA:
224,384 SF
5.151 AC

CURRENT ZONING: BG *(AS PER ARTICLE 102.13)*	PROPOSED ZONING: CMU *(AS PER ARTICLE 102.11 C)*
MIN. FRONT: 50 FT	MIN. FRONT: 5 - 15 FT
MIN. SIDE: 10 FT	MIN. SIDE: 10 - 20 FT
MIN. REAR: 10 FT	MIN. REAR: 25 - 40 FT
MIN. LOT AREA: NONE	MIN. LOT AREA: 5 ACRES
MIN. LOT WIDTH: NONE	MIN. LOT WIDTH: 40 FT
MAX. HEIGHT: 35 FT	MAX. HEIGHT: 45 FT

PARKING CALCULATIONS

TYPE OF USE	QTY	REQUIRED RATIO	REQUIRED SPACES
TOWN HOMES PER SEC. 102.6.C.2	8	2.5 SPACE/UNIT	20
RETAIL/OFFICE SPACE (SQ. FT.) PER TABLE 5.3	9,400	1.0 SPACE/300 SQ. FT	32
APARTMENT ABOVE RETAIL/OFFICE SPACE	20	1.0 SPACE/UNIT	20
1 & 2 BEDROOM APARMENTS	118	1.0 SPACE/UNIT	118
		REQUIRED SPACES >>	**190**
		25% REDUCTION PER SECTION 507 >>	**48**
		NET REQUIRED SPACES >>	**142**
		STANDARD PARKING SPACES PROVIDED >>	172
		COMPACT PARKING SPACES PROVIDED >>	0
		HANDICAP PARKING SPACES PROVIDED >>	10
		TOTAL PARKING SPACES PROVIDED >>	**182**

GENERAL NOTES:

1. PROJECT NARRATIVE
   SITE LOCATION: 464 WEST PIKE STREET, LAWRENCEVILLE, GEORGIA 30046
   SCOPE OF WORK: DEVELOP WITH RETAIL SPACES, TOWNHOMES & APARTMENT HOMES AS A MIXED USE
2. SANITARY SEWER IS PROVIDED BY PUBLIC SEWER SYSTEM
3. DRAINAGE STRUCTURES DO NOT EXIST ON THIS PROPERTY
4. CREEKS OR DRAINAGE SWALES DO EXIST ON THIS PROPERTY
5. NEW STORM DRAIN PIPES ARE PROPOSED
6. NO WELLS OR SEPTIC SYSTEMS EXIST ON THE SITE
7. APPROVED PLANS MUST BE ON SITE AT ALL TIMES
8. THIS PROPERTY DOES NOT LIE WITHIN THE CHATTAHOOCHEE RIVER CORRIDOR
9. THIS PROPERTY IS WITHIN 200 FEET OF WATERS OF THE STATE
10. THIS SITE DOES NOT CONTAIN ANY STATE WATERS OR WETLANDS
11. BURIAL OF CONSTRUCTION DEBRIS IS NOT PERMITTED

THIS UTILITY CONCEPT PLAN IS PREPARED BASED ON CONCEPTUAL PLANS DATED 06-19-2025 PROVIDED BY CONSULTING ENTERPRISES, CORP. AND INFORMATION OBTAINED FROM GWINNETT GIS AND TO REQUEST SEWER CAPACITY CERTIFICATION FROM GWINNETT COUNTY WATER RESOURCES.

GRID NORTH
GA WEST NAD 83
DATUM NAVD 83

NO	REVISION	DATE

UTILITY CONCEPT PLAN
PREPARED FOR: MARITHA SANCHEZ
LAND LOTS 143 & 144, 5TH DISTRICT, GWINNETT COUNTY
464 W. PIKE STREET, LAWRENCEVILLE, GEORGIA 30046
INITIAL PLAN: 10/07/2025

THIS SURVEY/DRAWING WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RE-CERTIFICATION BY THE SURVEYOR/ ENGINEER/ ARCHITECT NAMING SAID PERSON.

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GRAPHIC SCALE - IN FEET
20 0 40 80

LEGEND:
PROPERTY CORNER FOUND (AS NOTED)
1/2" REBAR WITH CAP SET LSF# 809
R/W MONUMENT
FIRE HYDRANT
WATER METER
WATER VALVE
POWER POLE
YARD DRAINS
SIGN
POWER METER
POWER BOX
A/C UNIT
LIGHT POLE
GUY WIRE
MANHOLE
CLEAN OUT
GAS METER
GAS VALVE
CABLE BOX
TELEPHONE BOX
-W- WATER LINE
-U- OVERHEAD UTILITY LINE
-S- SEWER LINE
-G- GAS LINE
-C- CABLE LINE
-T- TELEPHONE LINE
-X- FENCE LINE
-SF- SILT FENCE
-D- LIMIT OF DISTURBANCE
-HB- HAY BALES
-FW- FLOW WELL LINE
N/F NOW OR FORMERLY
R/W RIGHT-OF-WAY
BSL BUILDING SETBACK LINE
CNTL. CANTILEVER
CR.Z. CRITICAL ROOT ZONE
S.R.P. STRUCTURAL ROOT PLATE (TYP.)
L.L. LAND LOT
CONC. CONCRETE
EOP EDGE OF PAVEMENT
-100- CONTOUR LINE
F.F.E. FINISH FLOOR ELEVATION
B.F.E. BASEMENT FLOOR ELEVATION
G.F.E. GARAGE FLOOR ELEVATION
1036.0 GROUND ELEVATION
1038.4 SURFACE ELEVATION
TW 1069.0 TOP OF WALL ELEVATION
BW 1069.0 BOTTOM OF WALL ELEVATION
TF 1069.0 TOP OF FOOTER ELEVATION
DRAINAGE ARROW

TREE LEGEND
HARDWOOD TREE
PINE TREE
TO BE REMOVED

Know what's below. Call before you dig.

BOUNDARY zone, inc.
SURVEYORS, ENGINEERS AND LAND PLANNERS
PROVIDING SERVICES FOR: METRO ATLANTA, RALEIGH-DURHAM & CENTRAL FLORIDA
800 SATELLITE BLVD. SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772
PRINT DATE: 10/7/25

PROJECT 27454.00
EXHIBIT UC-1

LAWRENCEVILLE

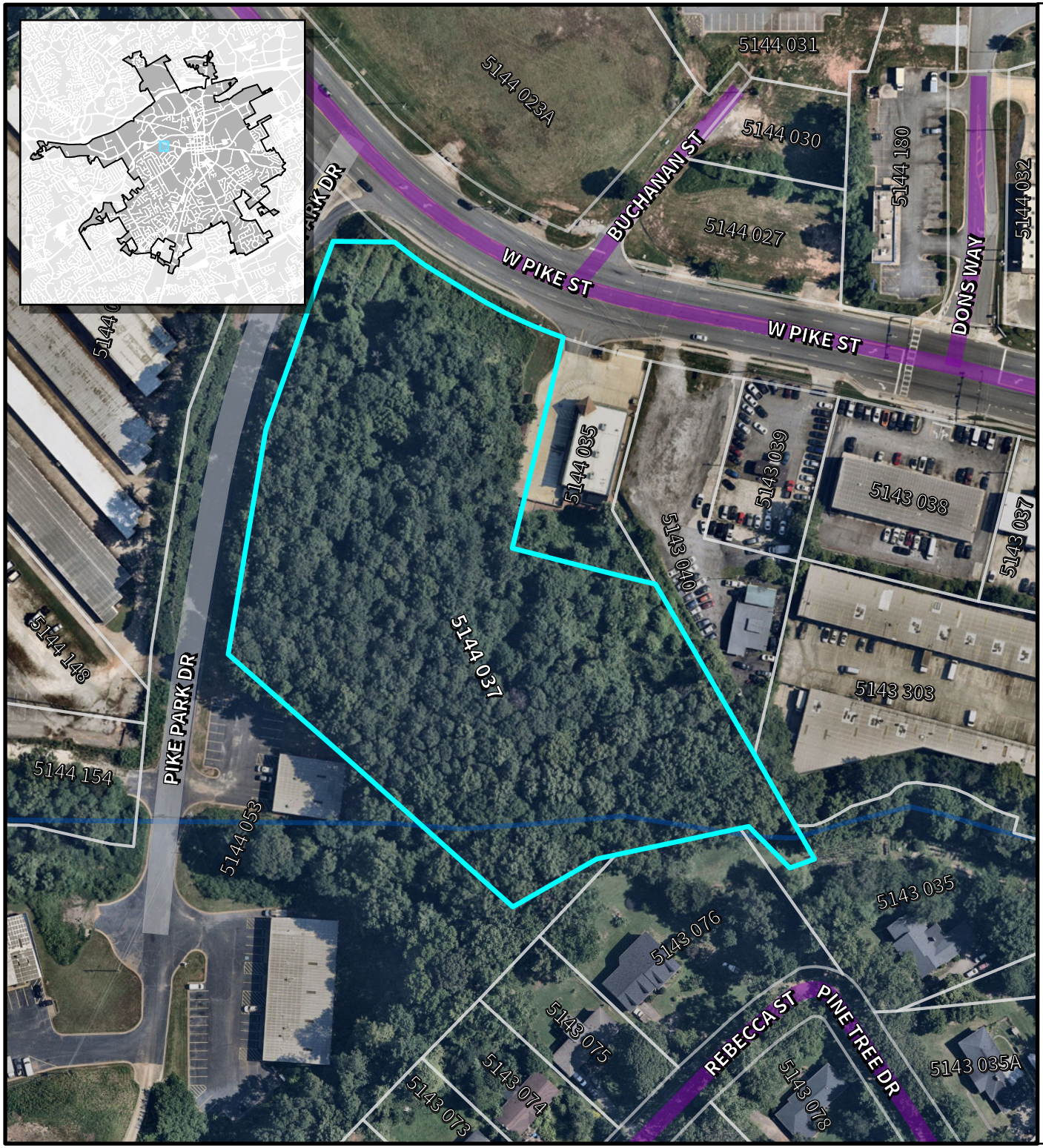
Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson

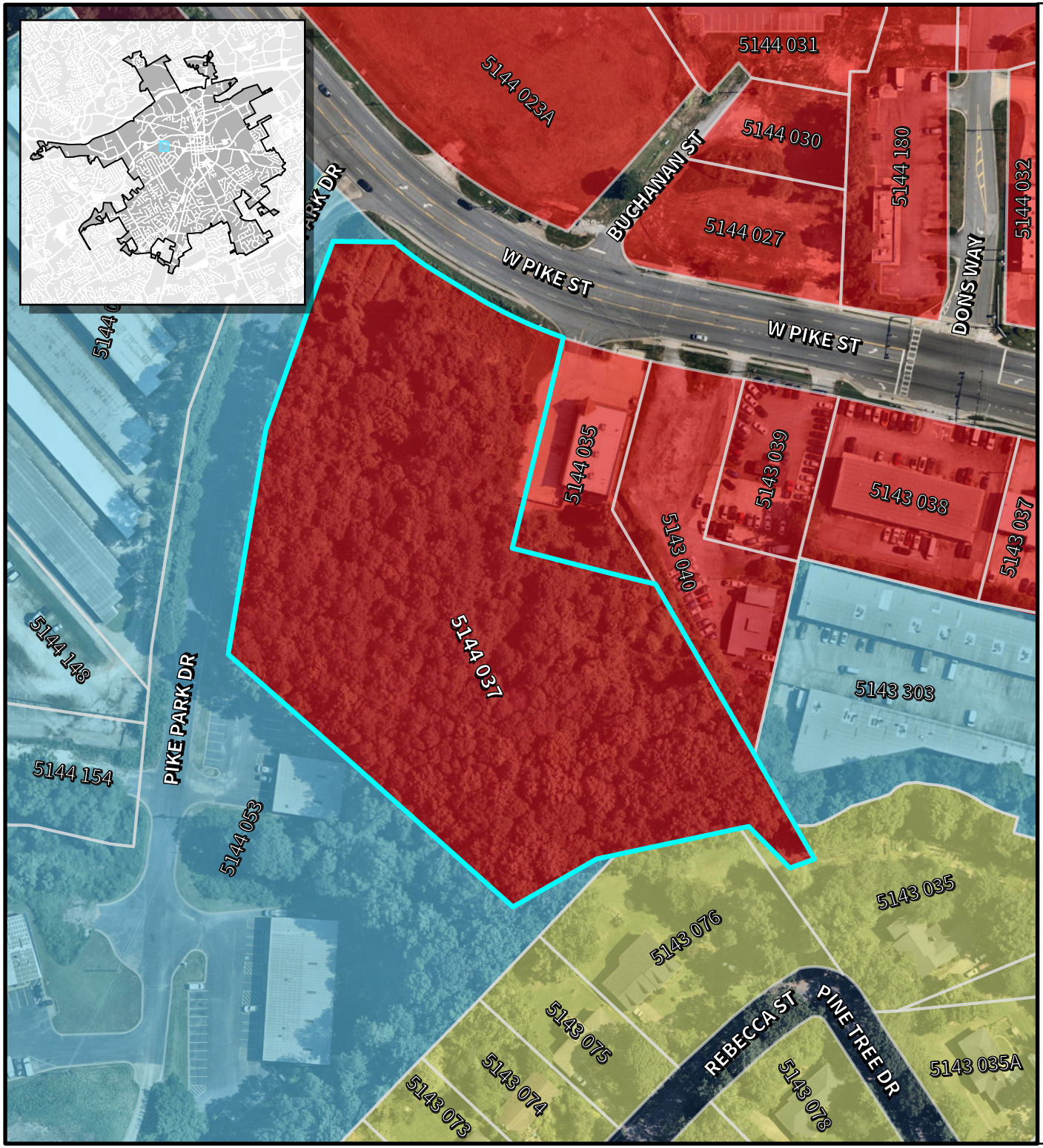
- Subject Property (~5.09 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets



Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits

Zoning Districts

BG	General Business
HSB	Highway Service Business
LM	Light Manufacturing
RS-150	Single-Family Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N

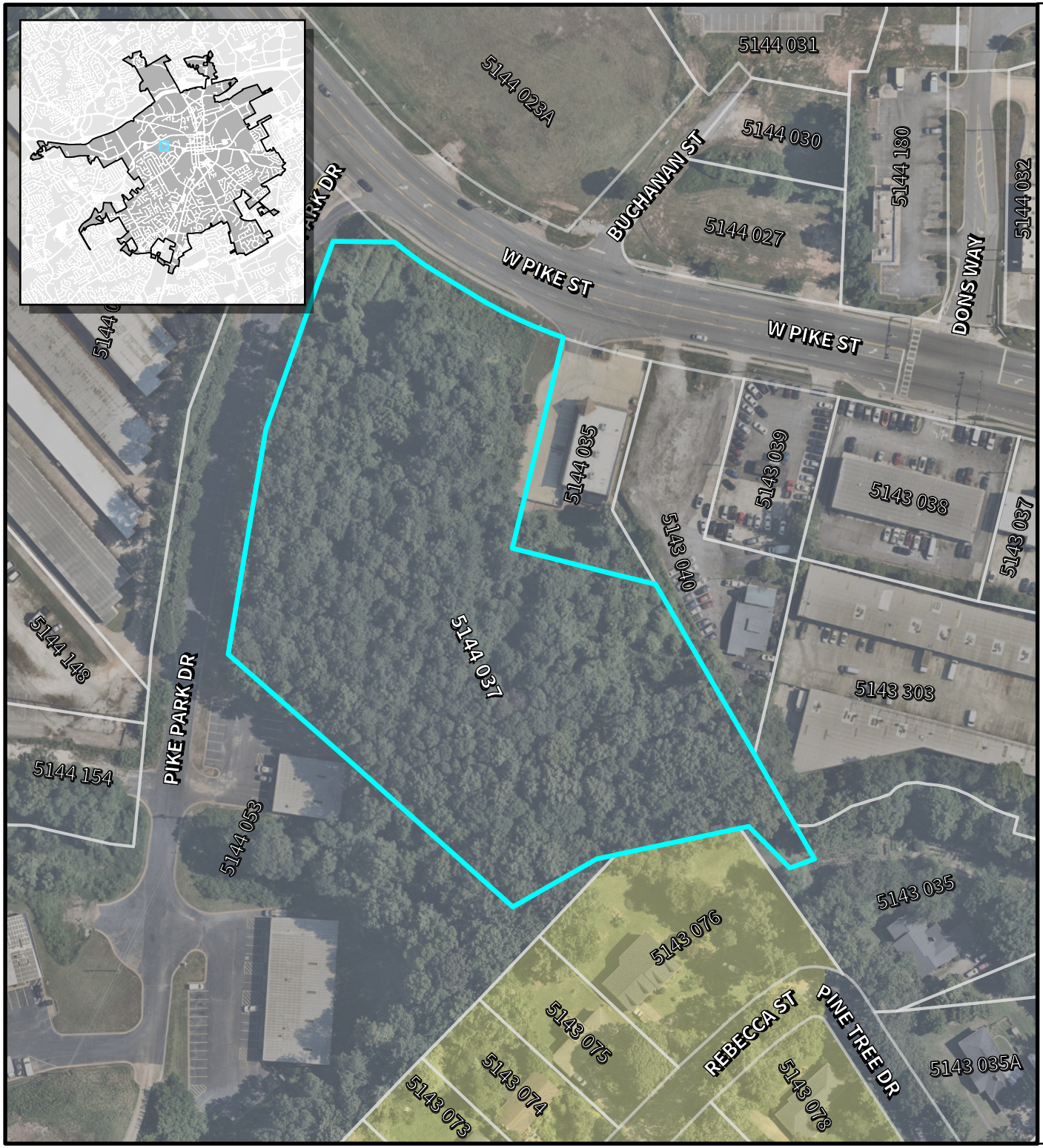
LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson



- Subject Property (~5.09 acres)
- Lawrenceville City Limits

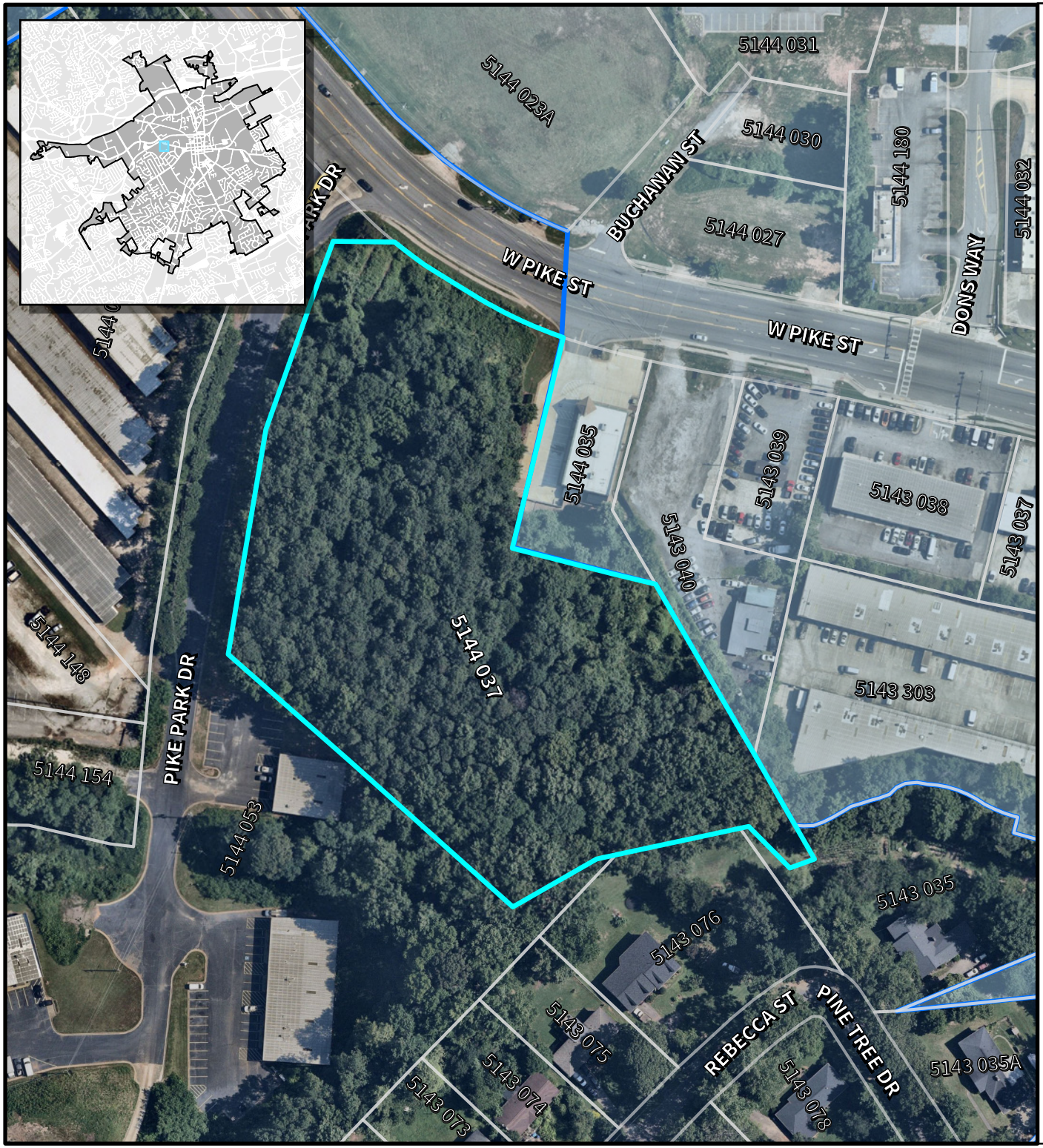
2045 Character Areas

- Downtown
- Traditional Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits
- DDA Boundary

Scale: 1:1,800

0 62.5 125 250 Feet

N

LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

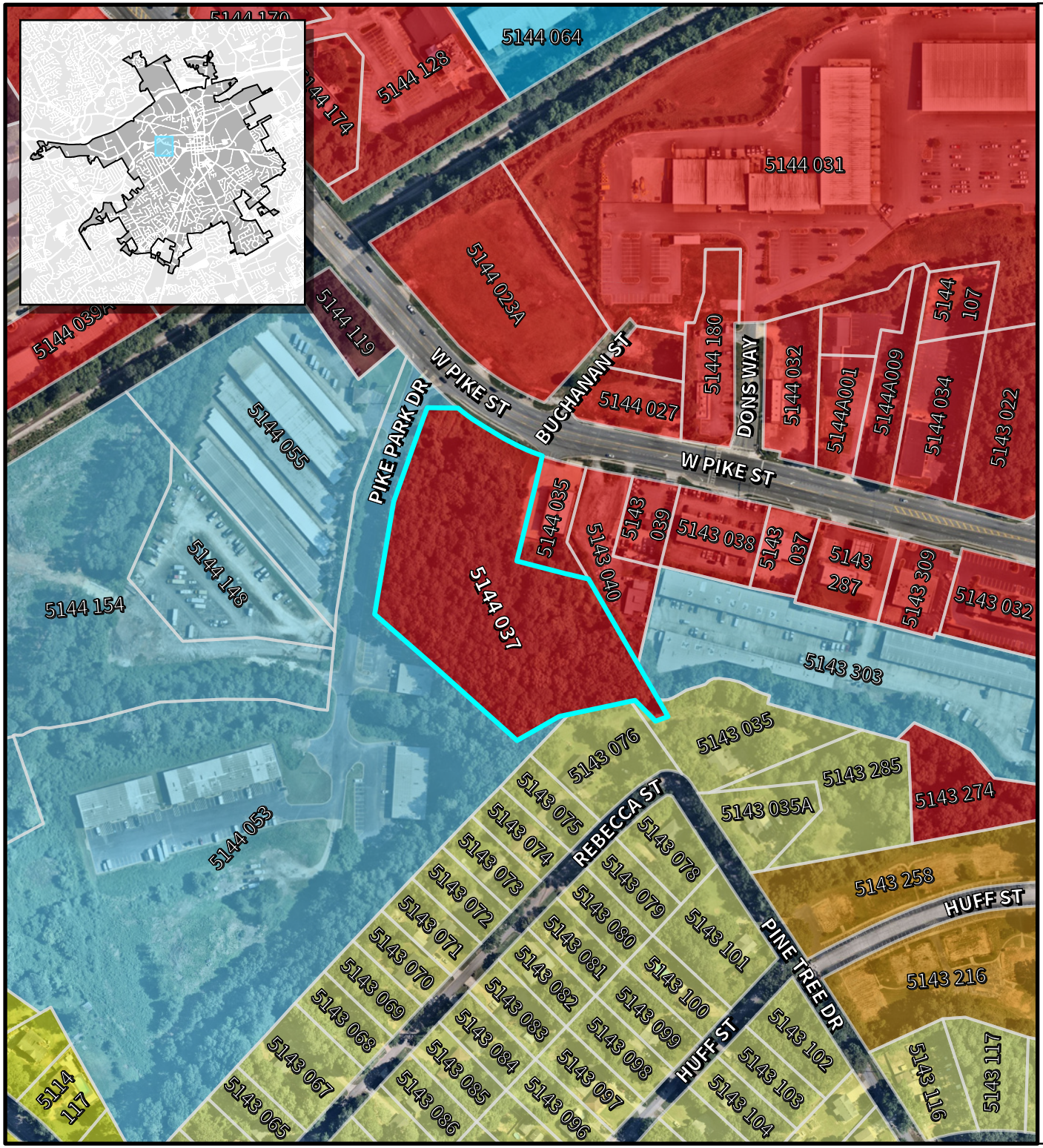
Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits

Zoning Districts

BG	General Business
HSB	Highway Service Business
LM	Light Manufacturing
HM	Heavy Manufacturing
OI	Office/Institutional
RM-12	Multifamily Residential
RS-150	Single-Family Residential
RS-180	Single-Family Residential

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

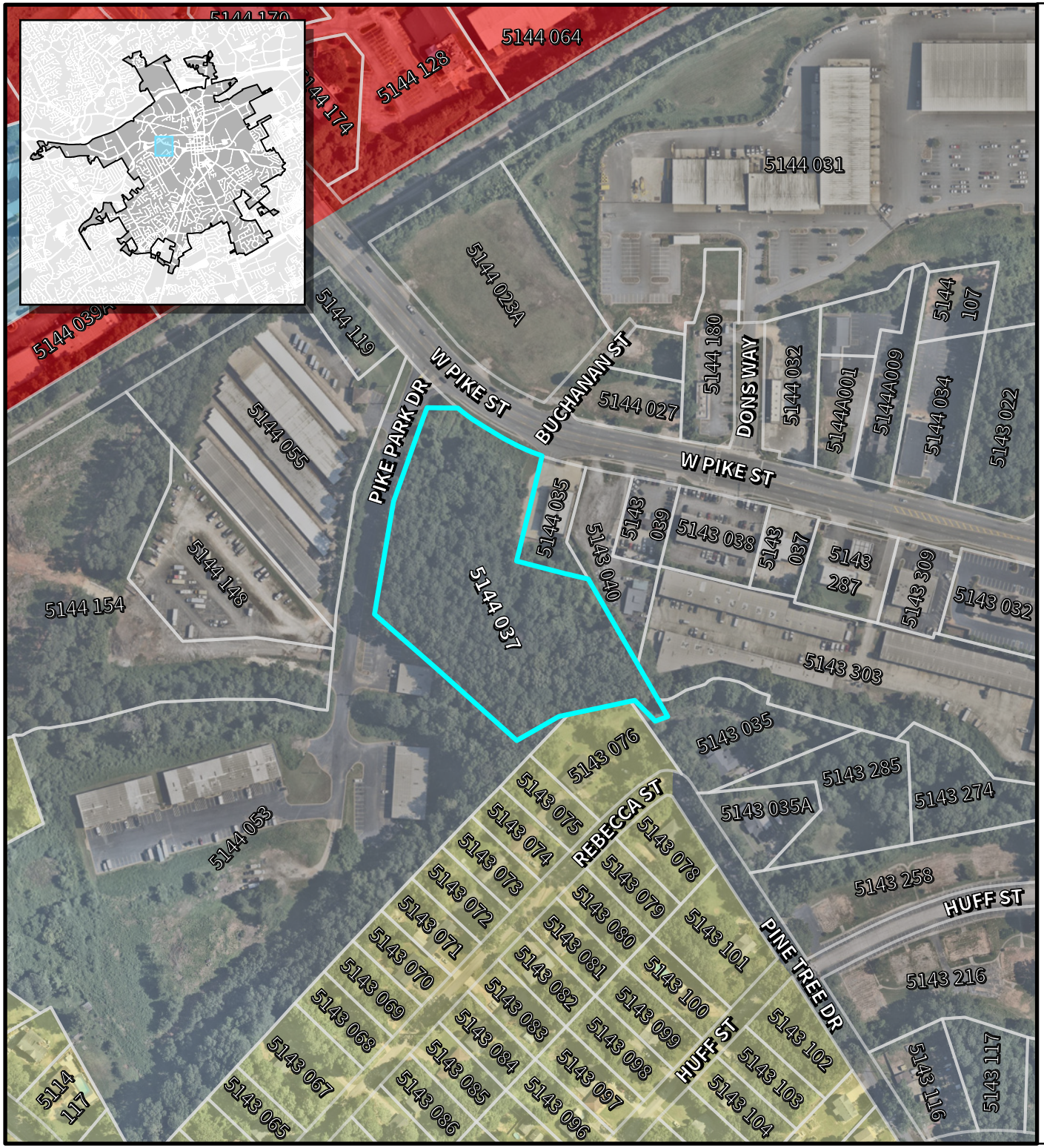
RZM2025-00023

Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits

2045 Character Areas

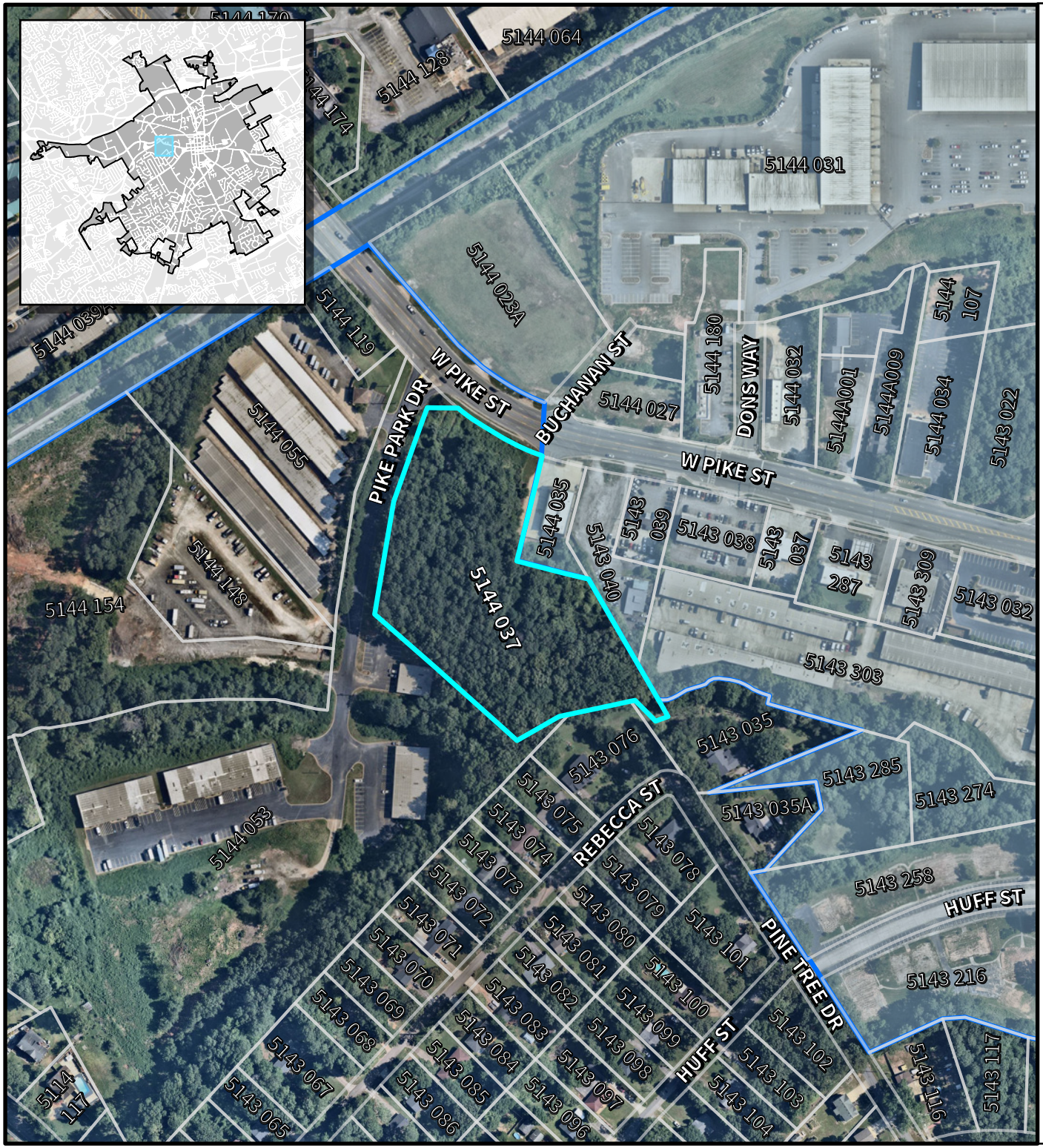
- Downtown
- Traditional Residential
- Commercial Corridor
- Medical Services Cluster



Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00023

Applicant:
Curt Thompson

- Subject Property (~5.09 acres)
- Lawrenceville City Limits
- DDA Boundary

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	RZC2026-0002 & BFR2026-0004; Jennifer Hickey (Friendship Forest Academy, Inc.); 521 Scenic Highway
Department:	Planning and Development
Date of Meeting:	Wednesday, May 13, 2026
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Rezone property from ON (Office Neighborhood) to OI (Office Institutional) and Buffer reduction from 50 feet to 0 feet between dissimilar zoning classifications.
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval

Summary: The applicant requests the rezoning of an approximately 0.59-acre parcel at 521 Scenic Highway. The applicant proposes a rezoning from ON (Office - Neighborhood District) to OI (Office Institutional District), along with a concurrent buffer reduction, to develop a small school for neurodivergent children. The subject property is known as Lot 3, Unit 2 of the Scenic Forest subdivision, located along the western right-of-way of Scenic Highway, south of its intersection with Hickory Lane.

Attachments/Exhibits:

- RZC2026-0002 & BFR2026-0004_ATTCH_04172026.pdf

- RZC2026-0002 BFR2026-0004_ATTCH 2_05042026.pdf

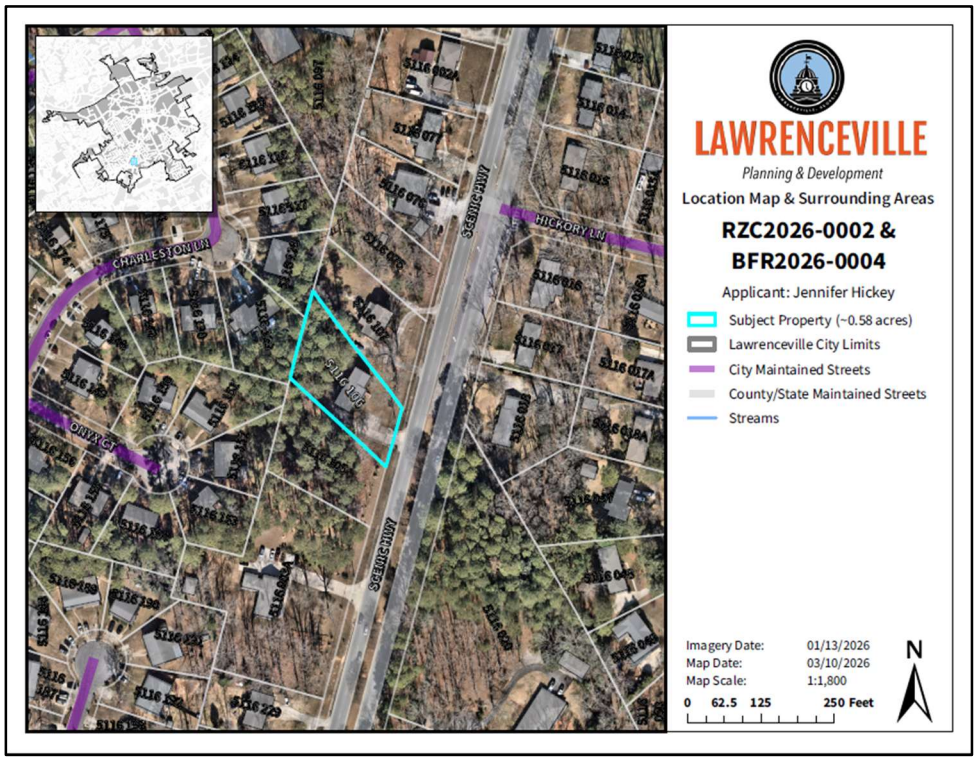
LAWRENCEVILLE

Planning & Development

REZONING AND BUFFER REDUCTION

CASE NUMBER(S):	**RZC2026-0002 & BFR2026-0004**
APPLICANT(S):	JENNIFER HICKEY
PROPERTY OWNER(S):	MARC CAIN – CUZ PROPERTIES LLC
LOCATION(S):	521 SCENIC HIGHWAY
PARCEL IDENTIFICATION NUMBER(S):	5116 106
APPROXIMATE ACREAGE:	0.59 ACRES
CURRENT ZONING:	ON (OFFICE NEIGHBORHOOD DISTRICT)
PROPOSED ZONING:	OI (OFFICE INSTITUTIONAL DISTRICT)
PROPOSED DEVELOPMENT:	SPECIAL NEEDS SCHOOL
DEPARTMENT RECOMMENDATION:	APPROVAL W/ CONDITIONS

VICINITY MAP



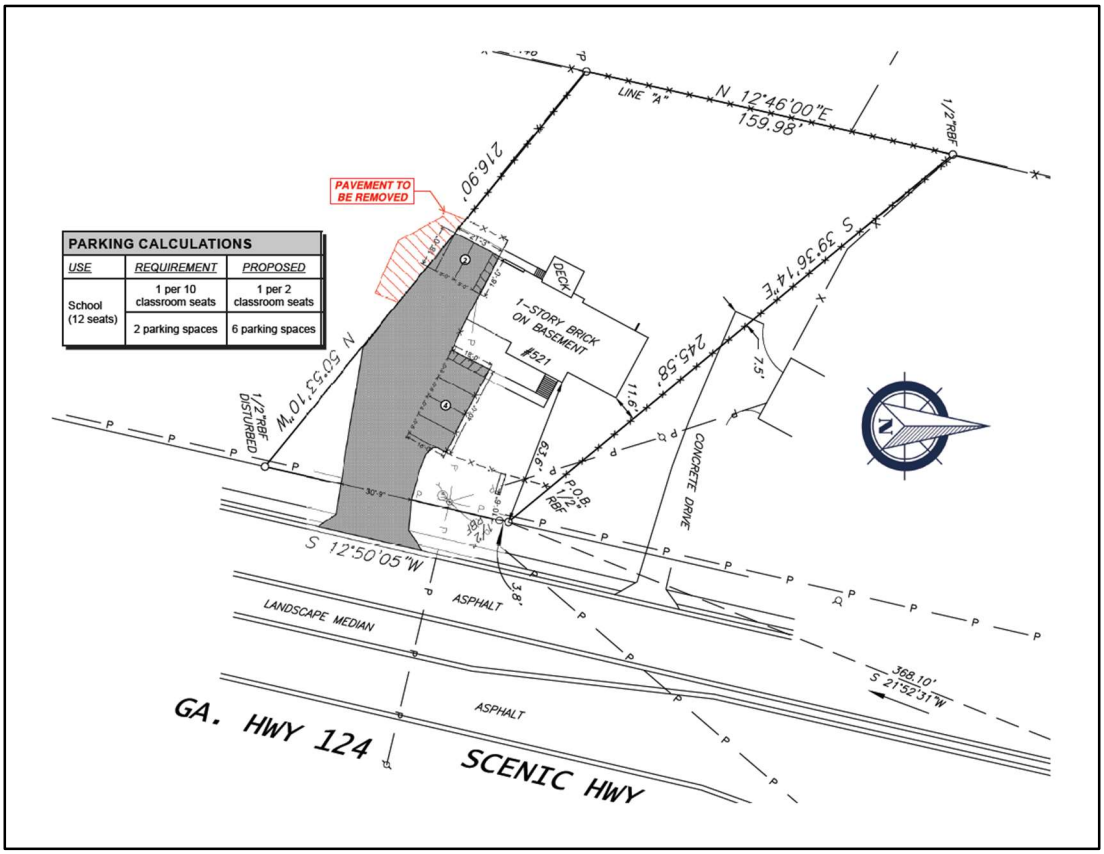
ZONING HISTORY

The subject property was zoned RS-180 (Single Family Residential District) in 1962 and was rezoned to ON (Office Neighborhood District) in 1997 (RZ-97-16) for use as an attorney's office; this remains its current zoning classification.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.59-acre parcel at 521 Scenic Highway. The applicant proposes a rezoning from ON (Office - Neighborhood District) to OI (Office Institutional District), along with a concurrent buffer reduction, to develop a small school for neurodivergent children. The subject property is known as Lot 3, Unit 2 of the Scenic Forest subdivision, located along the western right-of-way of Scenic Highway, south of its intersection with Hickory Lane.

SITE PLAN



ZONING AND DEVELOPMENT STANDARDS

The subject property currently consists of a two-story, 3,141 square-foot ranch house constructed in 1973. The last recorded use of the property is as a law office, which had been its primary use since 1997. Existing site features include a curb-cut, driveway, monument sign, parking, and landscaping.

The letter of intent provided by the applicant describes the proposed use as follows:

> *The proposed school will provide individualized educational services for children ages approximately 5–14 with learning differences such as autism, ADHD, and related neurodevelopmental profiles. The program is intentionally small and relationship-based, emphasizing individualized instruction, calm learning environments, and strong student-teacher relationships.*

The applicant proposes some site improvements, such as a repaved and restriped parking area (including removal of concrete that encroaches on a neighboring property), a 4-foot-tall decorative iron fence with brick pillars in the front yard, a 6-foot-tall privacy fence in the side and rear yards, and improved decorative landscaping in the front yard. No exterior modifications are proposed for the primary structure.

Approval of the requested OI (Office Institutional District) zoning district meets the minimum standard for the district as outlined below:

Article 1 Districts, Section 102.12 OI Office Institutional District, Subsection B. Lot Development Standards.

Standard	Requirement	Proposal	Recommendation
Lot Area	*20,000 sq. ft*	*25,918 sq. ft*	*N/A*
Lot Width	*100 ft*	*106 ft*	*N/A*
Front Setback	*50 ft*	*50 ft*	*N/A*
Side Setback	*10 ft*	*10 ft*	*N/A*
Rear Setback	*40 ft*	*40 ft*	*N/A*
Impervious Surface Coverage	*70%*	*Not listed*	*N/A*
Max Height	*35 ft*	*Not listed*	*N/A*

Article 1 Districts, Section 102.12 OI Office Institutional District, Subsection C. Miscellaneous Provisions.

Standard	Requirement	Proposal	Recommendation
District Location	*Major Arterials, State Highways, and Access Roads parallel to expressways*	*Major Arterial*	*N/A*

Article 4 Buffers, Section 403 Buffers Table

Standard	Requirement	Proposal	Recommendation
OI / RS-180	*50 feet*	*0 feet*	*Approval w/ Conditions*

Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required; Table 5-3.

Standard	Requirement	Proposal	Recommendation
Parking: School, Primary or Secondary (12 seats)	*1 per 10 classroom seats* *2 parking spaces*	*1 per 2 classroom seats* *6 parking spaces*	*N/A*

Along with the requested rezoning, the applicant is requesting to reduce the required undisturbed buffer on the southern property line (adjoining with a property zoned RS-180) from 50 feet to 0 feet. The justifications provided include a lack of any residential development on the adjacent property as well as the fact that the existing development on the subject property is within this buffer area. Enforcement of current buffer standards would require removal of all improvements and structures from the subject property and render nearly half of the lot undevelopable; this may be considered an unreasonable requirement. As such, the buffer reduction request may be appropriate.

No other adjustments from lot development and parking standards are necessary for approval. Parking, driveway, architectural, and landscaping requirements will be reviewed following submission of all permit applications and must be brought into compliance prior to the issuance of a Certificate of Occupancy.

In addition to the above requirements, private schools are also subject to the following supplementary regulations per Article 2 of the 2020 Lawrenceville Zoning Ordinance:

200.3.70 SCHOOLS AND COLLEGES (PRIVATE)

A. The proposed facility shall be located on a parcel of land adjacent to and directly accessed from roadway classified as an Arterial (Principal, Major, Minor), Collector Street (Major, Minor), or a State Highway.

B. The proposed facility shall be located on a parcel of land with a minimum of two hundred (200) feet of road frontage.

C. The proposed site contains at least five acres of land with at least four acres lying outside of any 100-year FEMA Flood Hazard area.

D. Proposed buildings are setback not less than 50 feet from any street and not less than 20 feet from any side or rear property line. Note: If an abutting property is zoned non-residential, the minimum side and rear yard setbacks for the buildings shall match the minimum setbacks required of the adjacent zoning category where it abuts the non-residential category.

E. Parking is not to be located within the 50-foot front yard setback.

F. When adjacent to a property zoned for a single-family detached residential use, a buffer of at least 40 feet shall be provided along the common property line(s).

G. The tract shall be one contiguous zoning classification.

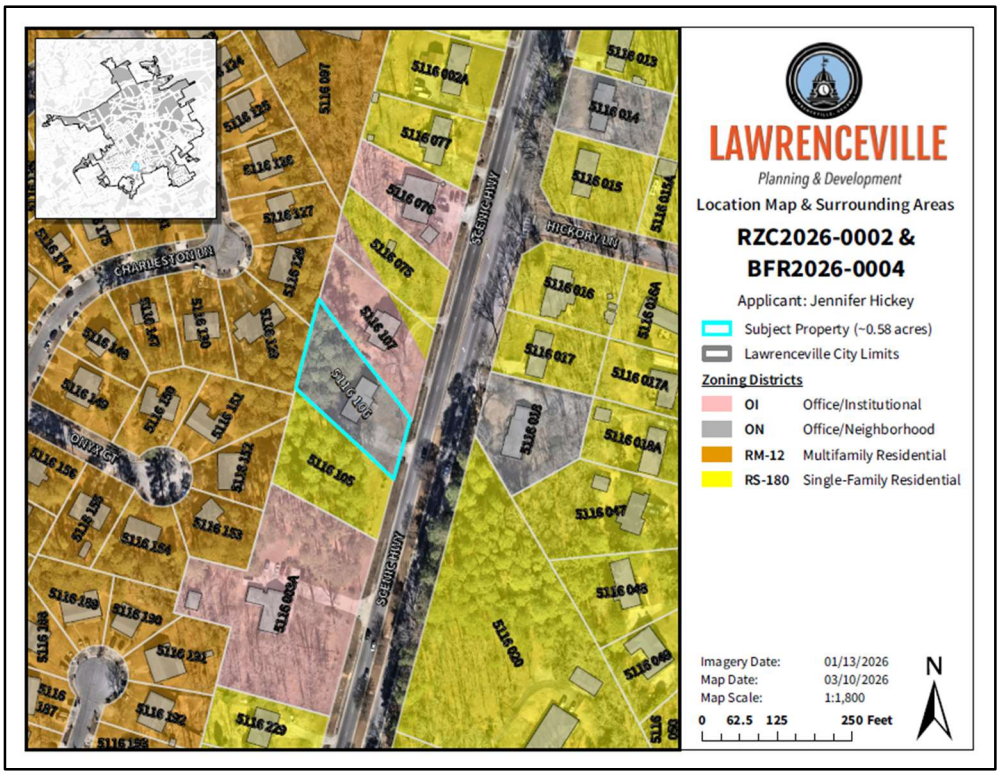
H. A Special Use Permit is required in AR zoning districts.

The following variances are requested:

- A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection B. Allows for a reduction of the minimum required road frontage from two hundred (200) feet to one hundred and six (106) feet.
- A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection C. Allows for a reduction of the minimum required lot size from five (5) acres to 0.595 acres.
- A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection D. Allows for a reduction of the minimum required side setback from twenty (20) feet to ten (10) feet.
- A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection E. Allows for parking to be located within the required fifty (50) foot front yard setback.
- A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection F. Eliminates the required buffer with a property zoned for single-family detached residential use.

The applicant contends that the supplementary standards for private schools are designed for larger institutional campuses and that applying them to a significantly smaller site would create undue hardship. Given the limited scale of the proposed school and its relatively small number of students and staff, the requested variances may be justified.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP

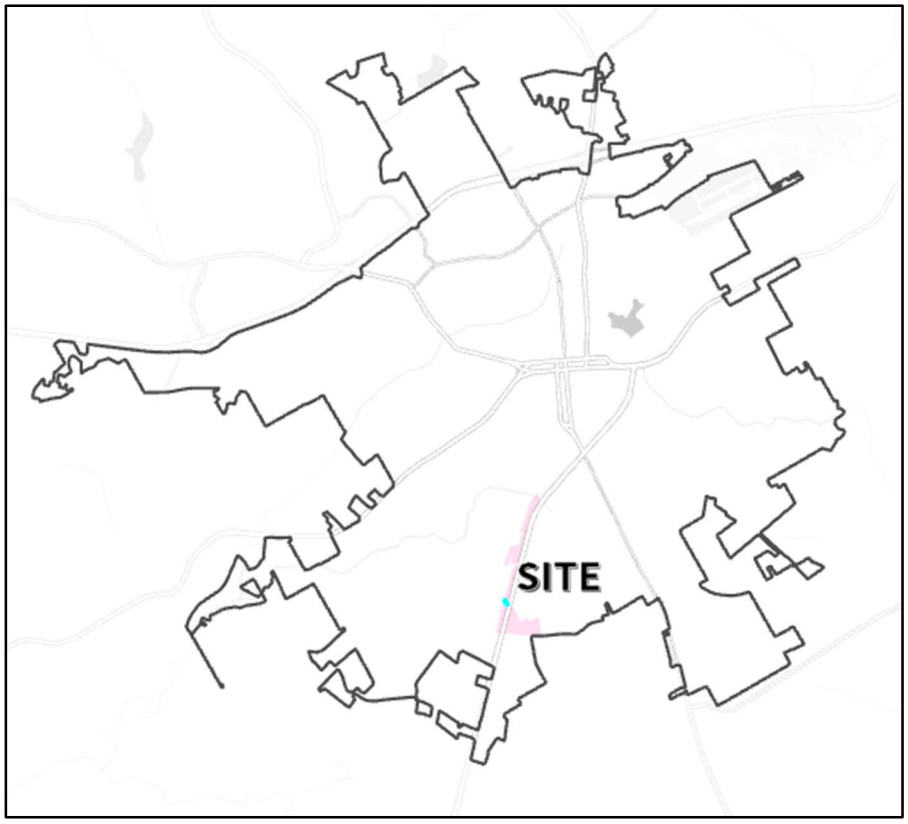


SURROUNDING ZONING AND USE

The Scenic Highway corridor near its intersection with Hickory Lane is an area predominately characterized by single-family homes, which are split between use as residential dwellings and institutional/commercial offices. The parcels immediately adjacent to the subject property are zoned OI (Office Institutional District), RS-180 (Single-Family Residential District), and RM-12 (Multifamily Residential District).

Given the concentration of OI-zoned properties utilized for office and institutional uses along the western side of Scenic Highway, the proposed rezoning to OI for a special needs school may be consistent with the existing zoning and development pattern in the area.

FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Office character area, described as follows:

> *The Office character area is a pivotal economic hub within Lawrenceville, catering to diverse business needs. It encompasses a range of functions such as professional office spaces, contributing to the city's economic growth and technological innovation. Example of professions are lawyers and accounting.*

As proposed, the requested rezoning may be consistent with the policies of the 2045 Comprehensive Plan.

STAFF RECOMMENDATION

The applicant requests rezoning of a 0.59-acre parcel at 521 Scenic Highway from ON to OI, along with a buffer reduction, to allow a small private school serving neurodivergent children. The site, currently developed with a former law office, requires only minor improvements.

While the proposal meets general OI standards and aligns with the Office character area of the 2045 Comprehensive Plan, it requires multiple variances from supplementary standards due to the site's limited size, including reductions in frontage, lot area, setbacks, parking placement, and elimination of the required buffer. Given the low-intensity use, surrounding zoning and development patterns, and similar nearby rezonings, the request may be appropriate with mitigation. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning and buffer reduction.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

Georgia 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 proposed small private school is compatible with the mix of office and residential uses along the Scenic Highway corridor and aligns with the existing pattern of residential-to-office conversions in the area.

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

   With appropriate conditions for screening, fencing, and site design, the proposal is not expected to adversely affect adjacent properties; however, the elimination of the required buffer may necessitate careful mitigation.

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

   The property has reasonable economic use under its current ON zoning; however, the proposed rezoning allows for continued adaptive reuse of the existing structure in a manner consistent with surrounding institutional and office uses.

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 school is small in scale with limited enrollment and staff, and is not expected to create excessive impacts on traffic, utilities, or public services.

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

   The request is generally consistent with the 2045 Comprehensive Plan's Office character area, supporting low-intensity institutional and professional uses along major corridors.

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 size, existing development within buffer areas, and the prevalence of similar office/institutional uses along Scenic Highway support the request.

   Similar rezoning requests have been approved recently in the general vicinity, such as at 405 Scenic Highway (RZC2023-00047, approved 6/21/2023) and at 320 & 327 Scenic Highway (RZC2025-00072, approved 12/10/2025). An ongoing case at 277 Scenic Highway will be heard at the end of April 2026 (RZC2025-00074).

LAWRENCEVILLE

Planning & Development

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS – 05042026

RZC2025-0002

Approval of a rezoning to OI (Office Institutional District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- ***A.*** Limited to office and institutional uses only, including a small private school serving neurodivergent children.
- ***B.*** The maximum enrollment, staffing levels, and hours of operation shall be subject to review and approval by the Director of Planning and Development to ensure compatibility with adjacent residential properties.
- ***C.*** Final building design, site design, fencing, and exterior appearance shall be approved by the Director of Planning and Development.
- ***D.*** Temporary promotional displays (including tents, canopies, banners, balloons, and similar items), yard signs, and sign-twirlers shall be prohibited.
- ***E.*** Outdoor storage, peddlers, and parking lot sales unrelated to the approved use shall be prohibited.
- ***F.*** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within seventy-two (72) hours.

2. To satisfy the following site development considerations:

- ***A.*** All site improvements, including parking, drive aisles, curb cuts, and internal circulation, shall be in general conformity with the submitted site plan, received by the Planning and Development Department on April 1, 2026.
- ***B.*** Any existing encroachments into setbacks, buffers, or adjacent properties shall be removed prior to issuance of permits.
- ***C.*** 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.

D. The existing structure shall maintain a residential appearance, with exterior modifications limited to minor improvements or maintenance unless otherwise approved.

E. All fencing (four-foot-tall decorative fence in front yard and six-foot-tall privacy fencing in and rear yards) shall be installed as shown on the approved site plan and maintained in good condition.

F. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.

G. Provide a minimum of one (1) parking space per 500 square feet gross floor area in accordance with the submitted site plan; all parking shall be provided and maintained an approved hard surface and striped.

H. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.

I. Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.

J. 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 right-of-way.

K. If provided, dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

3. <u>The following variances are approved:</u>

A. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection B. Allows for a reduction of the minimum required road frontage from two hundred (200) feet to one hundred and six (106) feet.

B. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection C. Allows for a reduction of the minimum required lot size from five (5) acres to 0.595 acres.

C. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection D. Allows for a reduction of the minimum required side setback from twenty (20) feet to ten (10) feet

D. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection E. Allows for parking to be located within the required fifty (50) foot front yard setback.

E. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection F. Eliminates the required buffer with a property zoned for single-family detached residential use.

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS_05042026

BFR2026-00002

Approval of the requested Zoning Buffer Reduction, subject to the following enumerated conditions:

1. To restrict the Buffer Reduction as follows:

A. Eliminates the required fifty (50) foot buffer along the southern property line adjacent to a RS-180 zoning district, reducing the buffer to zero (0) feet.

B. The buffer reduction shall apply only to the existing structure and site improvements as shown on the site plan received April 1, 2026, and shall not authorize additional building area or expansion beyond what is approved.

C. Enhanced screening shall be provided along the southern property line as follows:

i. Where feasible, enhanced landscaping shall be installed within the front yard portion, subject to review and approval by the Director of Planning and Development.

ii. A minimum six (6) foot opaque fence and supplemental landscaping shall be installed and maintained along the side and rear yard portions to mitigate impacts on adjacent residential properties.

D. All site improvements shall comply with the City of Lawrenceville Development Regulations unless otherwise approved through separate variance or permit action.

E. Approval of this Buffer Reduction shall not be construed as a waiver of buffer requirements for any future development or redevelopment beyond the scope of this application.

F. All applicable local, state, and federal permits and approvals shall be obtained prior to commencement of construction activities.

RZC2026-0002 & BFR2026-0004
RECEIVED MARCH 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Jennifer Hickey	NAME: Marc Cain - Cuz Properties LLC
ADDRESS: 12 Bethesda Church Rd	ADDRESS: 1485 Temple Johnson Road
CITY: Lawrenceville	CITY: Loganville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30052

CONTACT PERSON: Jennifer Hickey PHONE: 321-298-4331

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): O-N REQUESTED ZONING DISTRICT: O-I

PARCEL NUMBER(S): 5116 106 ACREAGE: 0.595

ADDRESS OF PROPERTY: 521 Scenic Hwy, Lawrenceville, GA, 30046

SIGNATURE OF APPLICANT	SIGNATURE OF OWNER
3-4-2026 DATE	3/4/26 DATE
Jennifer Hickey	Marc Cain
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
NOTARY PUBLIC	NOTARY PUBLIC
3-4-26 DATE	3-4-26 DATE

ALISSA LEGATES NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JANUARY 31 2028

ALISSA LEGATES NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JANUARY 31 2028

RZC2026-0002 & BFR2026-0004
RECEIVED MARCH 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

BUFFER REDUCTION APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Friendship Forest Academy	NAME: Marc Cain
ADDRESS: 12 Bethesda Church Rd	ADDRESS: 1485 Temple Johnson Rd
CITY: Lawrenceville	CITY: Loganville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30052
PHONE: 770-322-4361	PHONE: 770-963-6427

CONTACT PERSON: Jennifer Hickey PHONE: 321-298-4331

CONTACT'S E-MAIL: jennifer@friendshipforestacademy.org

* 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): O-N (applying for O-I) ACREAGE: 0.67

PARCEL NUMBER(S): 5116 106

ADDRESS OF PROPERTY: 521 Scenic Hwy Lawrenceville, GA 30046

PROPOSED BUFFER: 0 feet along the southern property line, which is adjacent to property zoned RS-150

3-6-2026
SIGNATURE OF APPLICANT DATE

Marc Cain
SIGNATURE OF OWNER 03-06-2026
DATE

Jennifer Hickey
TYPED OR PRINTED NAME

Cuz Properties
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

ALISSA LEGATES NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JANUARY 31 2028

NOTARY PUBLIC DATE

ALISSA LEGATES NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JANUARY 31 2028

RZC2026-0002 & BFR2026-0004
RECEIVED MARCH 6, 2026
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? N
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? N
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.

FRIENDSHIP FOREST ACADEMY

LETTER OF INTENT

Re: Rezoning and Variance Request
Property Address: 521 Scenic Hwy, Lawrenceville, GA 30046
Parcel ID: 5116 106
Applicant: Friendship Forest Academy, Inc.

To:
City of Lawrenceville
Planning and Development Department
70 S. Clayton Street
Lawrenceville, Georgia 30046

Introduction and Proposed Use

This Letter of Intent is submitted in support of the Applicant's request to rezone the property located at 521 Scenic Hwy from **Office–Neighborhood (O-N)** to **Office–Institutional (O-I)** to allow the operation of a small private school serving neurodivergent children.

The proposed school will provide individualized educational services for children ages approximately **5–14** with learning differences such as autism, ADHD, and related neurodevelopmental profiles. The program is intentionally small and relationship-based, emphasizing individualized instruction, calm learning environments, and strong student-teacher relationships.

Key characteristics of the school include:

- Maximum class size of **six (6) students**
- Highly individualized instruction
- Approximately **2:1 student-to-teacher ratio**
- Standard school hours (approximately 8:30 a.m.–3:30 p.m., Monday–Friday)
- No athletic fields, stadium lighting, or large assemblies

Initial enrollment is anticipated to be approximately **12 students**, with fewer than ten staff members on site daily. The school model is intentionally limited in scale in order to preserve individualized educational support and maintain minimal impact on surrounding properties.

Site Conditions and Planned Use

The Applicant does not have immediate plans for structural changes to the existing building or site improvements. The property will be used as currently developed to the extent practicable. The Applicant acknowledges that parking may eventually need to be reconfigured to meet commercial standards. Should parking reconfiguration become necessary in the future, the Applicant will address such changes through the appropriate procedures with the Planning and Development Department and City Council at that time.

RZC2026-0002 & BFR2026-0004
RECEIVED APRIL 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

FRIENDSHIP FOREST ACADEMY

The existing monument sign on the property will remain unchanged.

The Applicant is aware of and intends to fully comply with the City of Lawrenceville Zoning Ordinance, Article 2 Supplementary and Accessory Standards, Section 200.3.36 (Fences and Walls), and will ensure that any existing or future fencing on the property conforms to those requirements.

Rezoning Justification (O-N to O-I)

The requested rezoning from **Office–Neighborhood (O-N)** to **Office–Institutional (O-I)** is appropriate for this property and proposed use.

The Office–Institutional designation better reflects the intended use of the property for a small educational institution while maintaining compatibility with surrounding office and residential development patterns. Institutional uses such as schools are commonly located within office districts due to their similar operational characteristics, including daytime hours, limited evening activity, and moderate traffic patterns.

The property is located within the **Office Character Area as identified in the City of Lawrenceville 2045 Comprehensive Plan**, which supports professional, office, and institutional uses that provide services to the surrounding community. The proposed use aligns with the goals of the Comprehensive Plan by utilizing existing developed land for a community-serving institutional purpose while maintaining compatibility with nearby development.

Buffer Reduction Request

The Applicant is requesting a reduction of the required **50-foot buffer along the southern property line**, which is adjacent to property zoned **RS-150**.

The proposed buffer would be **0 feet**.

This request is justified by several factors:

- The property is located within the **Office Character Area** according to the City of Lawrenceville 2045 Comprehensive Plan.
- The site has **already been developed in this manner**, and the area where the buffer would typically be located has already been cleared.
- The adjacent residential property is **currently undeveloped**, meaning there would be no disruption to existing residents.

Because of these conditions, the buffer requirement does not provide meaningful mitigation and would unnecessarily restrict the reasonable use of the property. The requested reduction will not adversely impact surrounding properties or neighborhood character.

Variance Requests

FRIENDSHIP FOREST ACADEMY

If required, we are seeking relief from the Zoning Ordinance, **Article 2 Supplementary and Accessory Standards, Section 200.3.70 Schools and Colleges (Private)** in the form of the following variances:

1. **A variance from the Article 2 Supplementary and Accessory Standards, Section 200.3.70 Schools and Colleges (Private), Part B.**
   The proposed facility shall be located on a parcel with a minimum of two hundred (200) feet of road frontage.

   Allow for a reduction of the minimum required road frontage to one hundred and six (106) feet.

2. **A variance from the Article 2 Supplementary and Accessory Standards, Section 200.3.70 Schools and Colleges (Private), Part D.**
   Proposed buildings are setback not less than 50 feet from any street and not less than 20 feet from any side or rear property line.

   Allow for a reduction of the minimum required side setback to eleven (11) feet.

3. **A variance from the Article 2 Supplementary and Accessory Standards, Section 200.3.70 Schools and Colleges (Private), Part E.**
   Parking is not located within the 50-foot front yard setback.

   Allow for parking within the 50-foot front yard setback.

4. **A variance from the Article 2 Supplementary and Accessory Standards, Section 200.3.70 Schools and Colleges (Private), Part F.**
   When adjacent to a property zoned for a single-family detached residential use, a buffer of at least 40 feet shall be provided along the common property line(s).

   Allow for an elimination of the required buffer to 0 (zero) feet.

These dimensional and design requirements are generally intended for larger institutional campuses and traditional schools occupying substantially larger properties. Applying those standards to this small parcel would present an unnecessary hardship and would limit the reasonable use of the property. See also aforementioned justifications for the requested buffer reduction.

Given the small scale of the proposed school, the limited number of students and staff, and the existing site conditions, the requested variances are appropriate and will not negatively impact surrounding properties.

Conclusion

The proposed rezoning and associated requests will allow the property to be used for a **small, low-intensity educational program that serves an important community need**. The scale of the

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PLANNING & DEVELOPMENT DEPARTMENT

FRIENDSHIP FOREST
ACADEMY

school, its limited enrollment, and its daytime operational hours make it compatible with surrounding office and residential uses.

The request is consistent with the **Office Character Area identified in the Lawrenceville 2045 Comprehensive Plan**, and the requested variances and buffer reduction are justified by the existing development conditions and the small scale of the proposed institutional use.

The Applicant respectfully requests approval of the rezoning, buffer reduction, and any associated variances.

Thank you for your consideration.

Sincerely,

Jennifer Hickey
President, Board of Directors
Friendship Forest Academy, Inc.
12 Bethesda Church Rd.
Lawrenceville, GA 30044
770-322-4361
jennifer@friendshipforestacademy.org

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LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 116 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia, containing 0.5952 acres (a/k/a Lot 3, Block "B" of Scenic Forest, Unit 2), as shown on that certain Survey for Karen B. Beyers, Atty., dated October 15, 1997, prepared by Michael A. Royston & Associates, Inc., certified by Michael A. Royston, GRL5 No. 1731, and being more particularly described according to said survey as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, begin at a point in the centerline of Georgia Highway 124 a/k/a Scenic Highway, which point is located 364.39 feet southwesterly along centerline to its point of intersection with the centerline of Hickory Lane (60 foot right of way), from said centerline of Georgia Highway 124 run thence in a generally northwesterly direction at an interior angle of 90 degrees from said centerline a distance of 56.0 feet to a point marked by an iron pin placed on the northwesterly right of way line of Georgia Highway 124 a/k/a Scenic Highway (112 foot right of way), which point marks the TRUE PLACE OR POINT OF BEGINNING.

FROM THE TRUE PLACE OR POINT OF BEGINNING AS THUS ESTABLISHED and continuing along the aforesaid right of way line south 12 degrees 55 minutes 09 seconds west a distance of 106.32 feet to a point marked by an iron pin placed, thence leaving the aforesaid right of way line run north 50 degrees 53 minutes 39 seconds west a distance of 216.96 feet to a point marked by an iron pin found; run thence north 12 degrees 46 minutes 00 seconds east a distance of 160.00 feet to a point marked by an iron pin found; run thence south 39 degrees 38 minutes 06 seconds east a distance of 245.76 feet to a point marked by an iron pin placed on the northwesterly right of way line of Georgia Highway 124 a/k/a Scenic Highway, which point marks the TRUE PLACE OR POINT OF BEGINNING.

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SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel of land and does not subdivide or create a new parcel or make changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOTE IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Ronald C Smith 2/15/2026

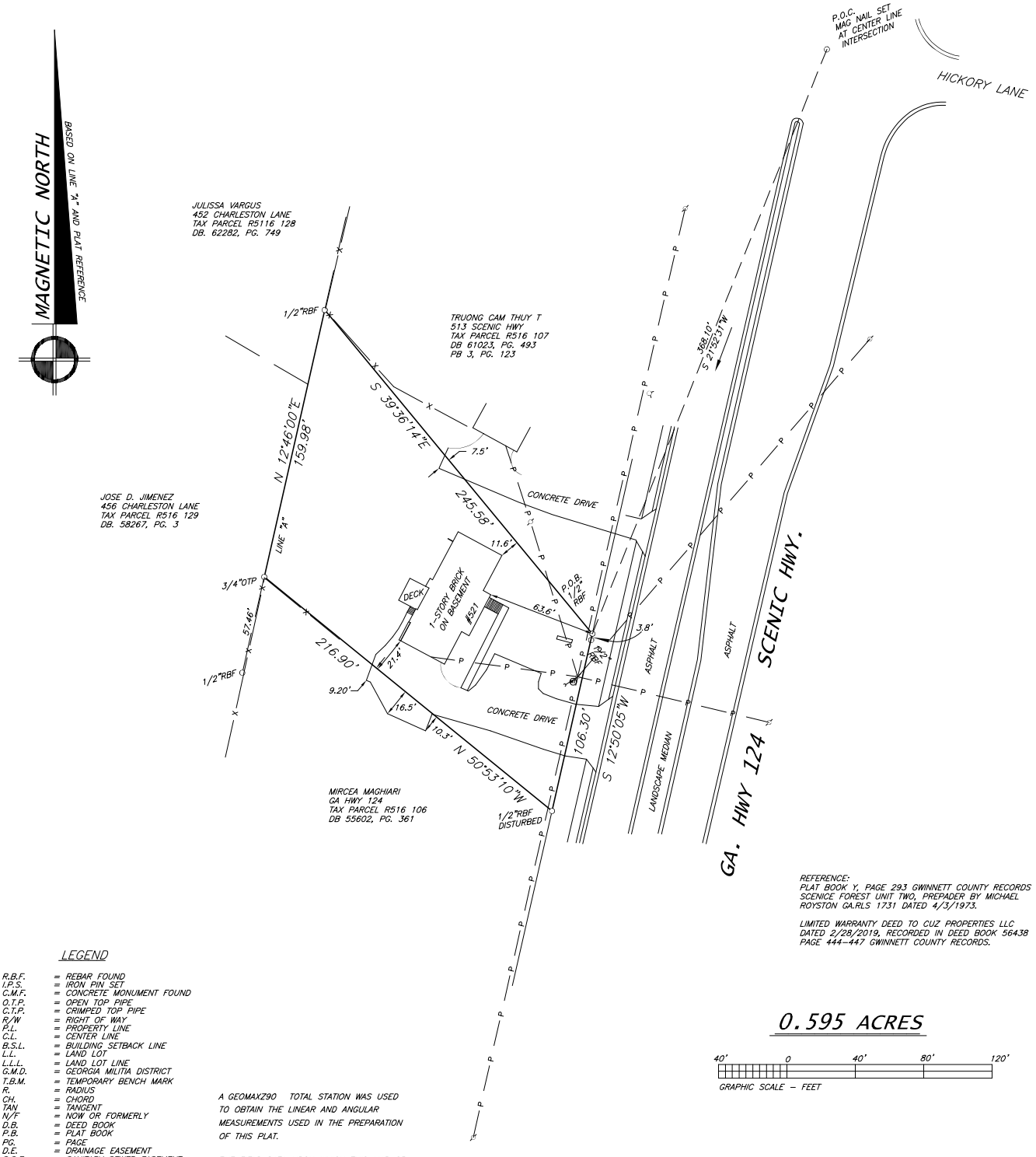
Ronald Calvin Smith, Ga. R.L.S. no. 2921

GEORGIA REGISTERED No. 2921 PROFESSIONAL LAND SURVEYOR RONALD CALVIN SMITH

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS DEPICTED AS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13135C0088F DATED 9/29/2006

THIS BLOCK RESERVED FOR THE CLERK SUPERIOR COURT

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PLANNING & DEVELOPMENT DEPARTMENT



REFERENCE:
PLAT BOOK Y, PAGE 293 GWINNETT COUNTY RECORDS SCENICE FOREST UNIT TWO, PREPADER BY MICHAEL ROYSTON GA.RLS 1731 DATED 4/3/1973.

LIMITED WARRANTY DEED TO CUZ PROPERTIES LLC DATED 2/28/2019, RECORDED IN DEED BOOK 56438 PAGE 444-447 GWINNETT COUNTY RECORDS.

0.595 ACRES

40' 0 40' 80' 120'
GRAPHIC SCALE – FEET

LEGEND

R.B.F.	= REBAR FOUND
I.P.S.	= IRON PIN SET
C.M.F.	= CONCRETE MONUMENT FOUND
O.T.P.	= OPEN TOP PIPE
C.T.P.	= CRIMPED TOP PIPE
R/W	= RIGHT OF WAY
P.L.	= PROPERTY LINE
C.L.	= CENTER LINE
B.S.L.	= BUILDING SETBACK LINE
L.L.	= LAND LOT
L.L.L.	= LAND LOT LINE
G.M.D.	= GEORGIA MILITIA DISTRICT
T.B.M.	= TEMPORARY BENCH MARK
R.	= RADIUS
CH.	= CHORD
TAN.	= TANGENT
N/F	= NOW OR FORMERLY
D.B.	= DEED BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
D.E.	= DRAINAGE EASEMENT
S.S.E.	= SANITARY SEWER EASEMENT
F.F.E.	= FINISHED FLOOR ELEVATION
(MH)	= MANHOLE
■	= DRAIN INLET
	= FIRE HYDRANT
	= LIGHT POLE
	= POWER POLE
–P–	= POWER LINE
–X–	= FENCE LINE
–W–	= WATER LINE
–G–	= GAS LINE
	= VALVE
(W)	= WELL
(DISTANCE)	= DEED OR PLAT CALL
P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING

A GEOMAXZ90 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,738 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 42,712 FEET.

STATUE OF REPOSE 9-3-20.2
THE STATUE OF REPOSE FOR THIS PLAT IS THE FIELD WORK DATE AS SHOWN IN THE TITLE BLOCK.

RETRACEMENT SURVEY FOR:

CUZ PROPERTIES, LLC

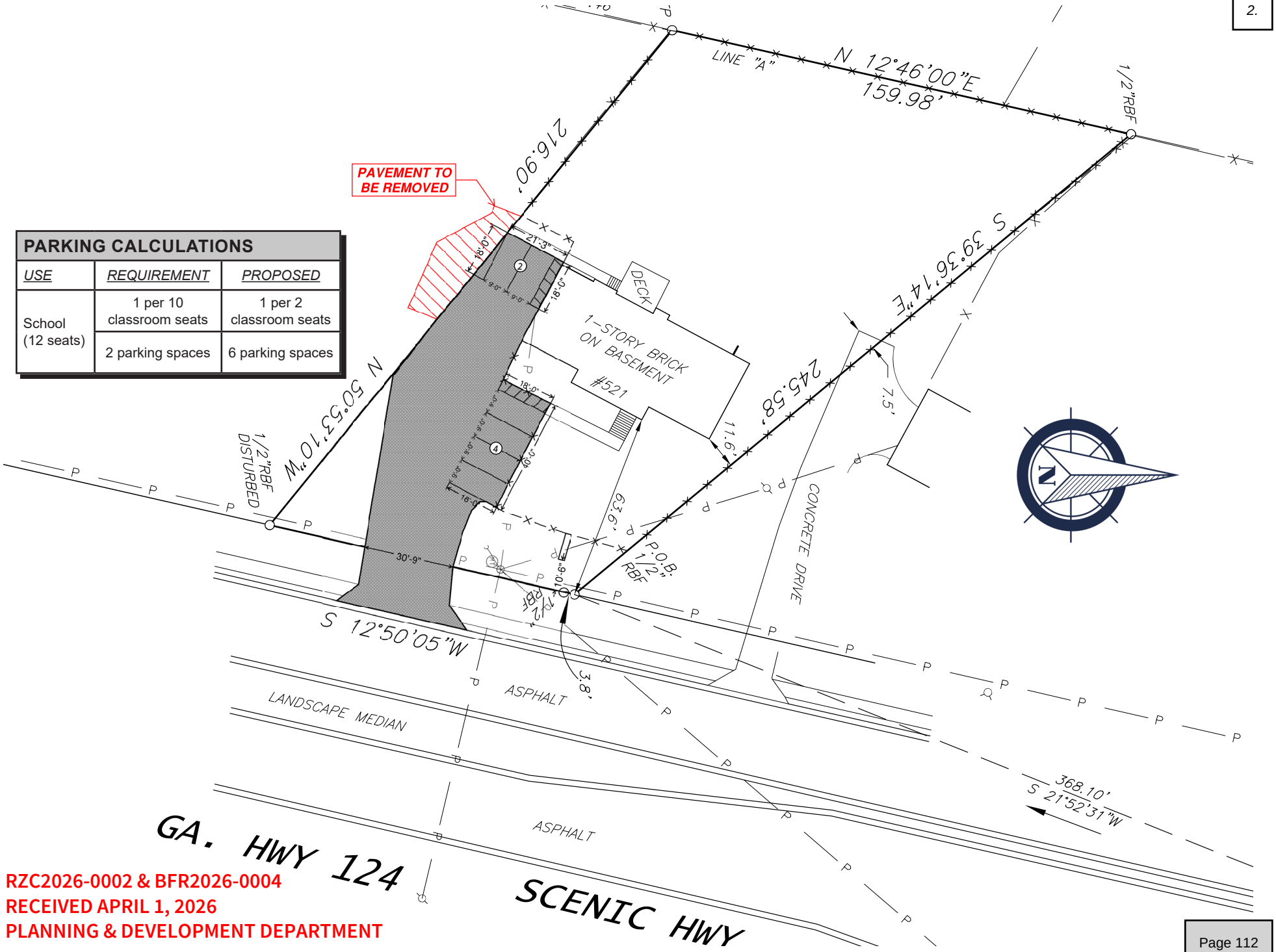
FIELD WORK DATE: 2/15/2026 DATE OF PLAT PREPARATION: 2/13/2026

LAND LOT(S) 116 5th DISTRICT GWINNETT

SCALE:

JOB NO. 521SCENICHWY

RONALD CALVIN SMITH, LLC
244 BOULEVARD, MONROE GA. 30655
Phone 770-289-4175 LSF#1478



PARKING CALCULATIONS		
USE	*REQUIREMENT*	*PROPOSED*
School (12 seats)	1 per 10 classroom seats	1 per 2 classroom seats
	2 parking spaces	6 parking spaces

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PLANNING & DEVELOPMENT DEPARTMENT

521 SCENIC HIGHWAY



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

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EXISTING CONDITIONS

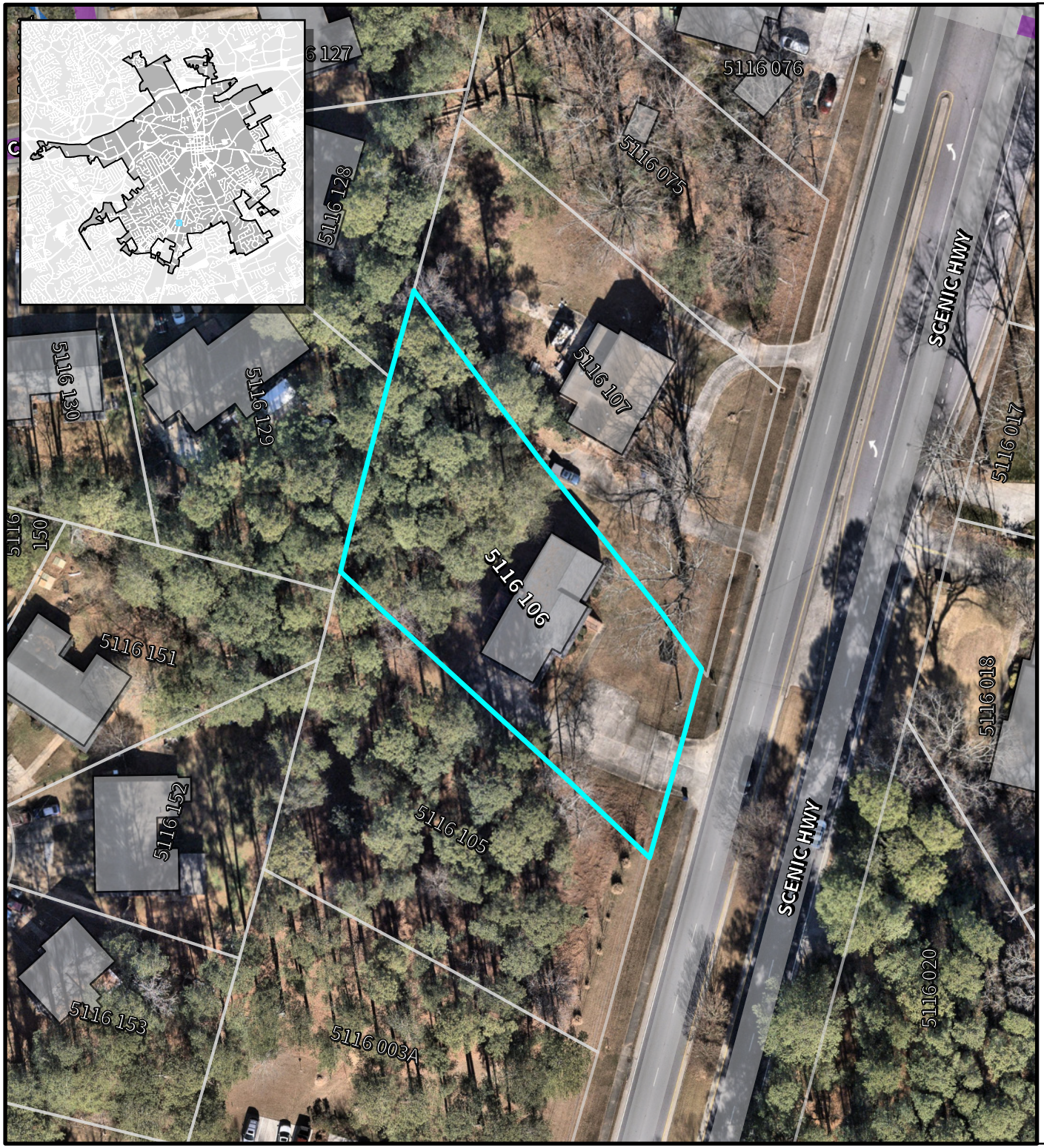


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CONCEPTUAL RENDERING



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PLANNING & DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

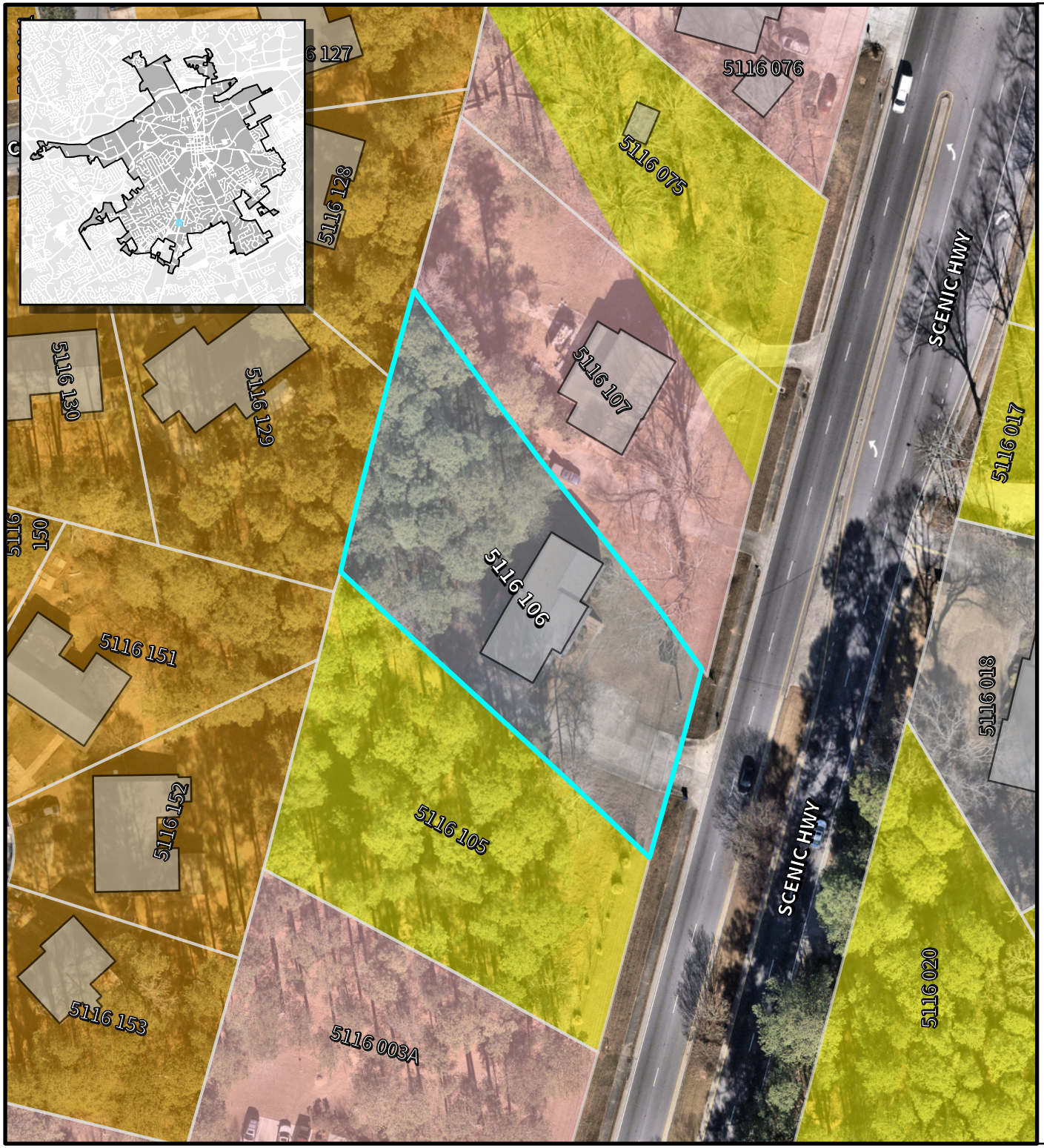
Applicant: Jennifer Hickey

- Subject Property (~0.58 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

Imagery Date:	01/13/2026
Map Date:	03/10/2026
Map Scale:	1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

Applicant: Jennifer Hickey

Subject Property (~0.58 acres)

Lawrenceville City Limits

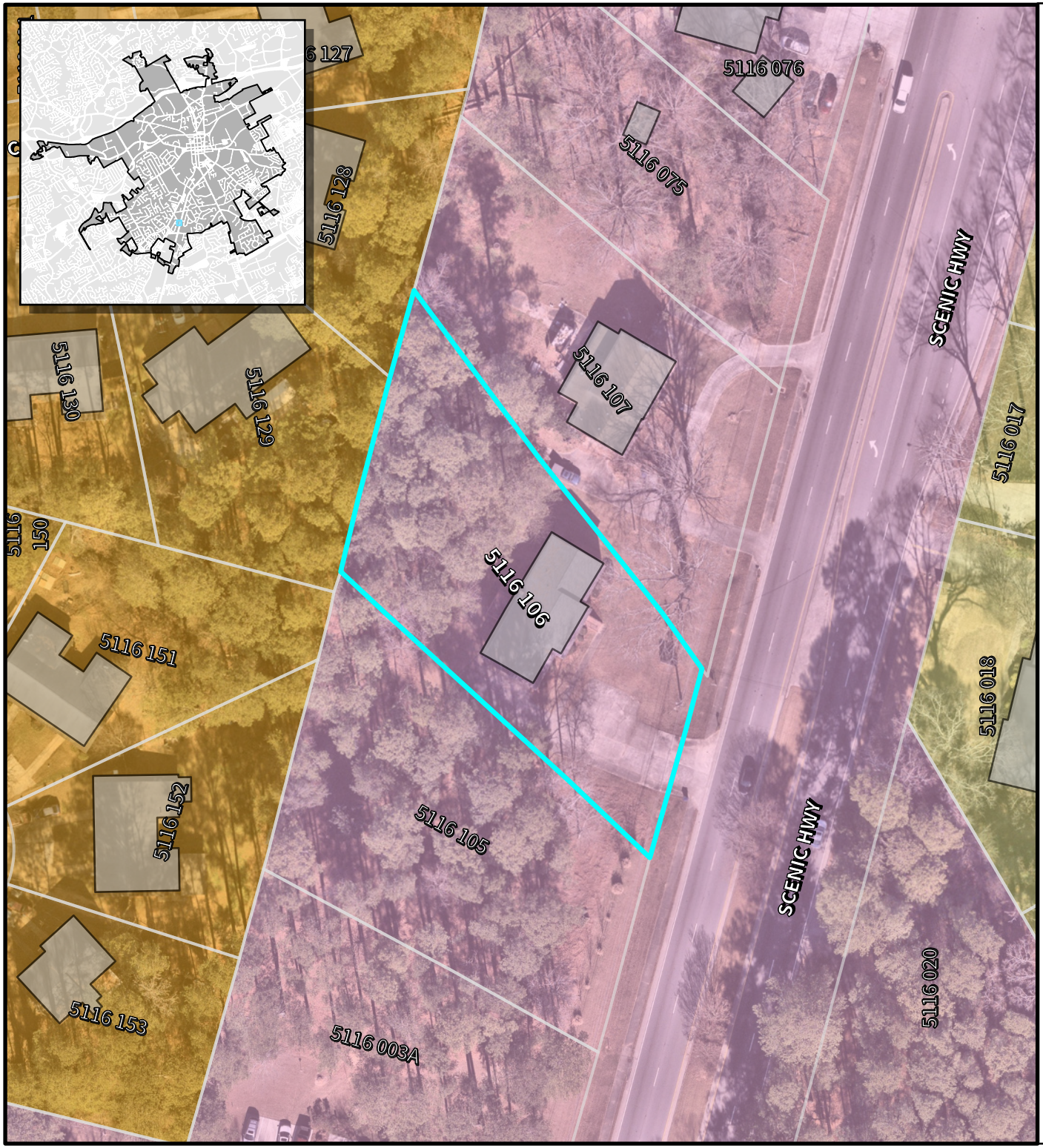
Zoning Districts

OI	Office/Institutional
ON	Office/Neighborhood
RM-12	Multifamily Residential
RS-180	Single-Family Residential

Imagery Date: 01/13/2026
Map Date: 03/10/2026
Map Scale: 1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

Applicant: Jennifer Hickey

Subject Property (~0.58 acres)

Lawrenceville City Limits

2045 Character Areas

Traditional Residential

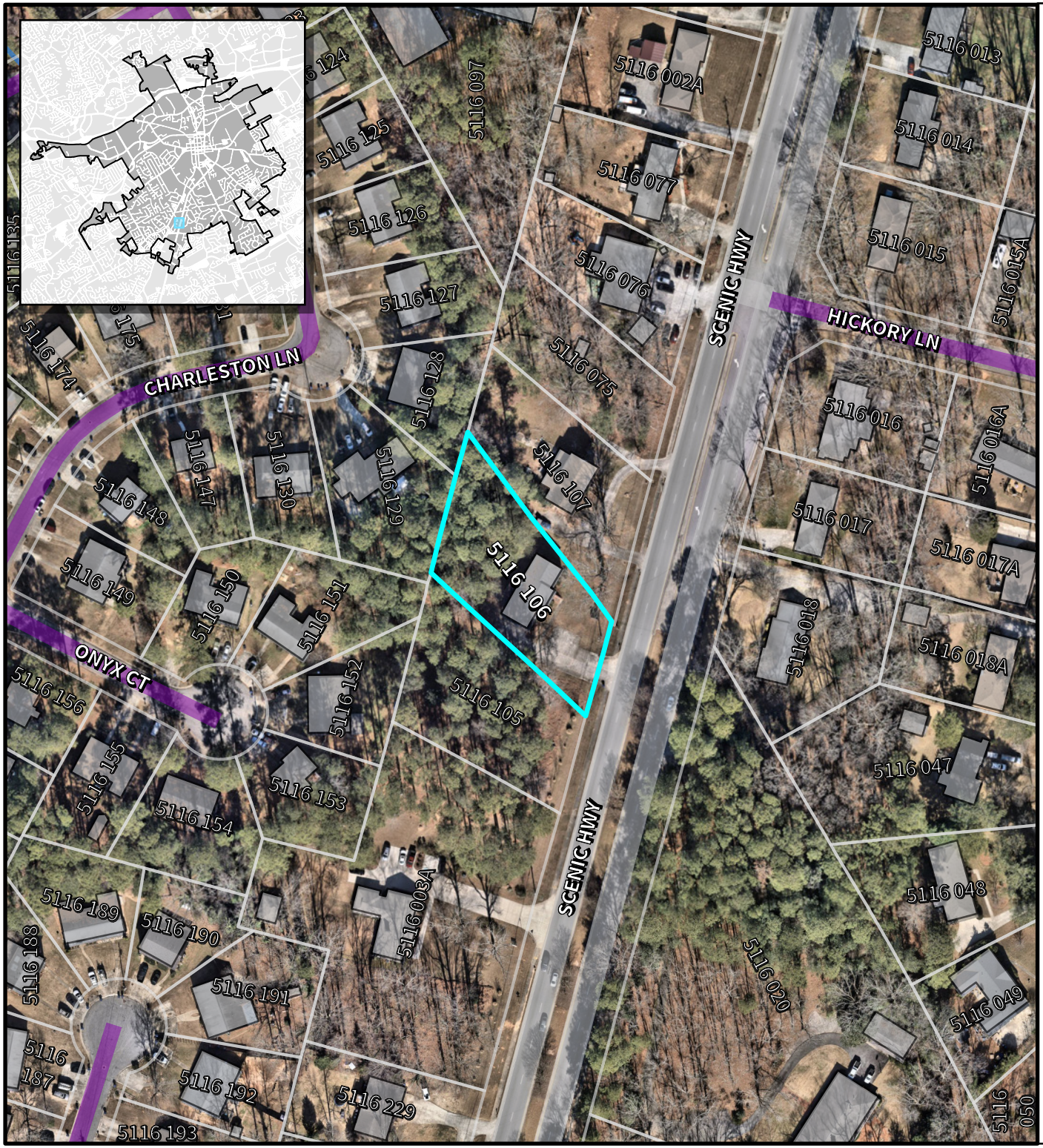
Mixed Residential

Office

Imagery Date: 01/13/2026
Map Date: 03/10/2026
Map Scale: 1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

Applicant: Jennifer Hickey

- Subject Property (~0.58 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

Imagery Date:	01/13/2026
Map Date:	03/10/2026
Map Scale:	1:1,800

N

0 62.5 125 250 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

Applicant: Jennifer Hickey

Subject Property (~0.58 acres)

Lawrenceville City Limits

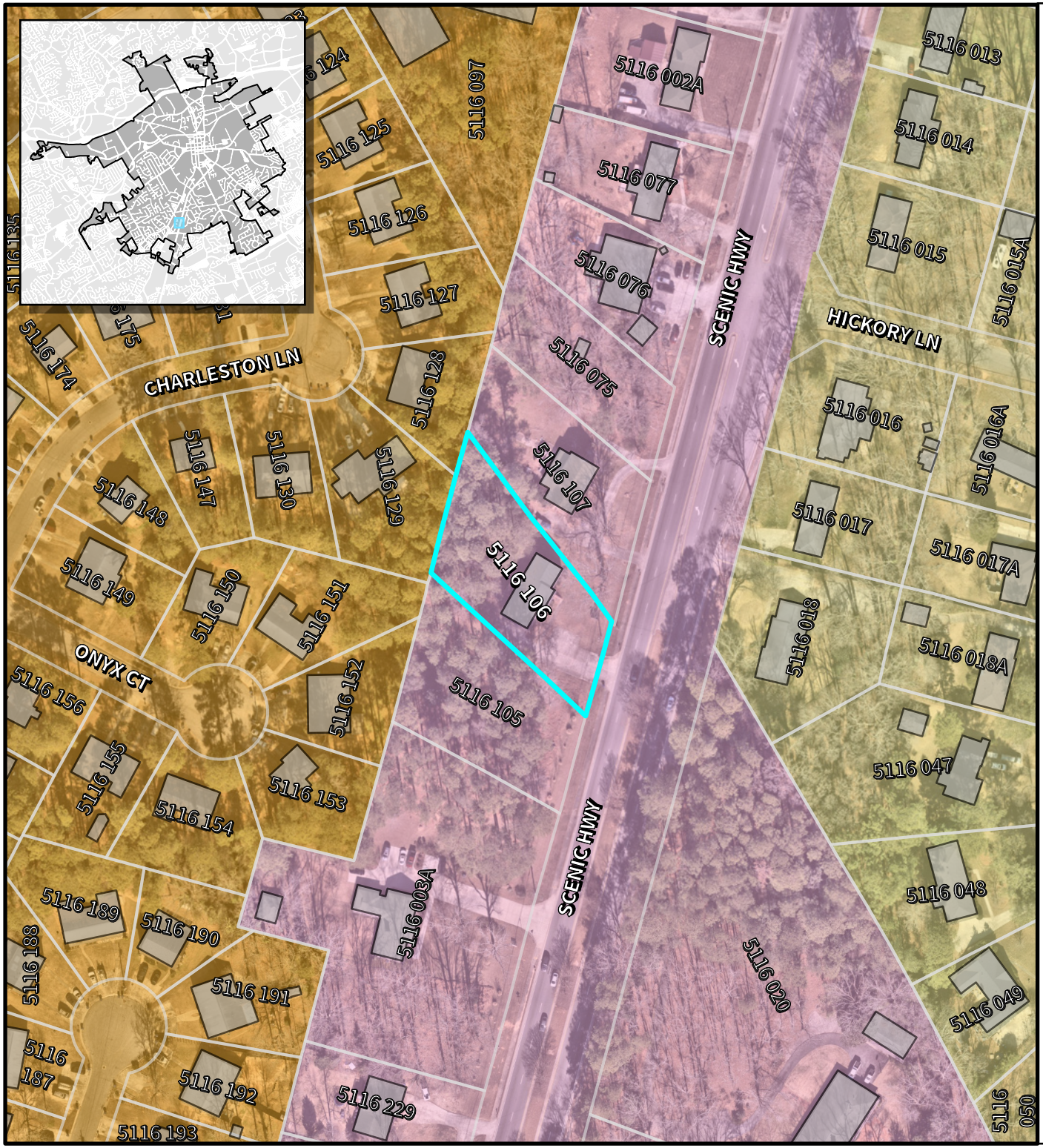
Zoning Districts

OI	Office/Institutional
ON	Office/Neighborhood
RM-12	Multifamily Residential
RS-180	Single-Family Residential

Imagery Date: 01/13/2026
Map Date: 03/10/2026
Map Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZC2026-0002 & BFR2026-0004

Applicant: Jennifer Hickey

- Subject Property (~0.58 acres)
- Lawrenceville City Limits

2045 Character Areas

- Traditional Residential
- Mixed Residential
- Office

Imagery Date: 01/13/2026
Map Date: 03/10/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION~~AND DEVELOPMENT DEPARTMENT~~

RECOMMENDED CONDITIONS – 05042026

RZC2026~~5~~-0002

Approval of a rezoning to OI (Office Institutional District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- ***A.*** Limited to office and institutional uses only, including a small private school serving neurodivergent children.
- ***B.*** The maximum enrollment, staffing levels, and hours of operation shall be subject to review and approval by the Director of Planning and Development to ensure compatibility with adjacent residential properties.
- ***C.*** Final building design, site design, fencing, and exterior appearance shall be approved by the Director of Planning and Development.
- ***D.*** Temporary promotional displays (including tents, canopies, banners, balloons, and similar items), yard signs, and sign-twirlers shall be prohibited.
- ***E.*** Outdoor storage, peddlers, and parking lot sales ~~unrelated to the approved use~~ shall be prohibited.
- ***F.*** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within seventy-two (72) hours.

2. To satisfy the following site development considerations:

- ***A.*** All site improvements, including parking, drive aisles, curb cuts, and internal circulation, shall be in general conformity with the submitted site plan, received by the Planning and Development Department on April 1, 2026.
- ***B.*** Any existing encroachments into setbacks, buffers, or adjacent properties shall be removed prior to issuance of permits.
- ***C.*** 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.

RZC2026-0002 BFR2026-0004_ATTCH 2_05042026

D. The existing structure shall maintain a residential appearance, with exterior modifications limited to minor improvements or maintenance unless otherwise approved.

E. All fencing (four-foot-tall decorative fence in front yard and six-foot-tall privacy fencing in and rear yards) shall be installed as shown on the approved site plan and maintained in good condition.

F. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.

G. Provide a minimum of one (1) parking space per 500 square feet gross floor area in accordance with the submitted site plan; all parking shall be provided and maintained an approved hard surface and striped.

H. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.

I. Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.

J. 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 right-of-way.

K. If provided, dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

3. <u>The following variances are approved:</u>

A. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection B. Allows for a reduction of the minimum required road frontage from two hundred (200) feet to one hundred and six (106) feet.

B. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection C. Allows for a reduction of the minimum required lot size from five (5) acres to 0.595 acres.

C. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection D. Allows for a reduction of the minimum required side setback from twenty (20) feet to ten (10) feet

D. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection E. Allows for parking to be located within the required fifty (50) foot front yard setback.

RZC2026-0002 BFR2026-0004_ATTCH 2_05042026

E. A variance from Article 2, Section 200.3.70 Schools and Colleges (Private), Subsection F. Eliminates the required buffer with a property zoned for single-family detached residential use.

RZC2026-0002 BFR2026-0004_ATTCH 2_05042026

PLANNING COMMISSION~~AND DEVELOPMENT DEPARTMENT~~

RECOMMENDED CONDITIONS_05042026

BFR2026-00002

Approval of the requested Zoning Buffer Reduction, subject to the following enumerated conditions:

1. To restrict the Buffer Reduction as follows:

A. Eliminates the required fifty (50) foot buffer along the southern property line adjacent to a RS-180 zoning district, reducing the buffer to zero (0) feet.

B. The buffer reduction shall apply only to the existing structure and site improvements as shown on the site plan received April 1, 2026, and shall not authorize additional building area or expansion beyond what is approved.

C. Enhanced screening shall be provided along the southern property line as follows:

i. Where feasible, enhanced landscaping shall be installed within the front yard portion, subject to review and approval by the Director of Planning and Development.

ii. A minimum six (6) foot opaque fence and supplemental landscaping shall be installed and maintained along the side and rear yard portions to mitigate impacts on adjacent residential properties.

D. All site improvements shall comply with the City of Lawrenceville Development Regulations unless otherwise approved through separate variance or permit action.

E. Approval of this Buffer Reduction shall not be construed as a waiver of buffer requirements for any future development or redevelopment beyond the scope of this application.

F. All applicable local, state, and federal permits and approvals shall be obtained prior to commencement of construction activities.

RZC2026-0002 BFR2026-0004_ATTCH 2_05042026

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	BFR2026-0002; Charles C. Chang; 351 West Pike Street
Department:	Planning and Development
Date of Meeting:	Wednesday, May 13, 2026
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Buffer reduction from 75 feet to 37.5 feet between dissimilar zoning classifications.
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff Recommendations

---

Summary: The applicant requests a Buffer Reduction to allow for the development of a Catering Service (Shared Kitchen). The subject property is an approximately 0.23-acre parcel zoned BG (General Business District), located at the northern right-of-way of West Pike Street (State Route 120), near its intersection with Langley Drive.

Attachments/Exhibits:

- BFR2026-0002_ATTCH_04172026.pdf
- BFR2026-0002_ATTCH 2_05042026.pdf

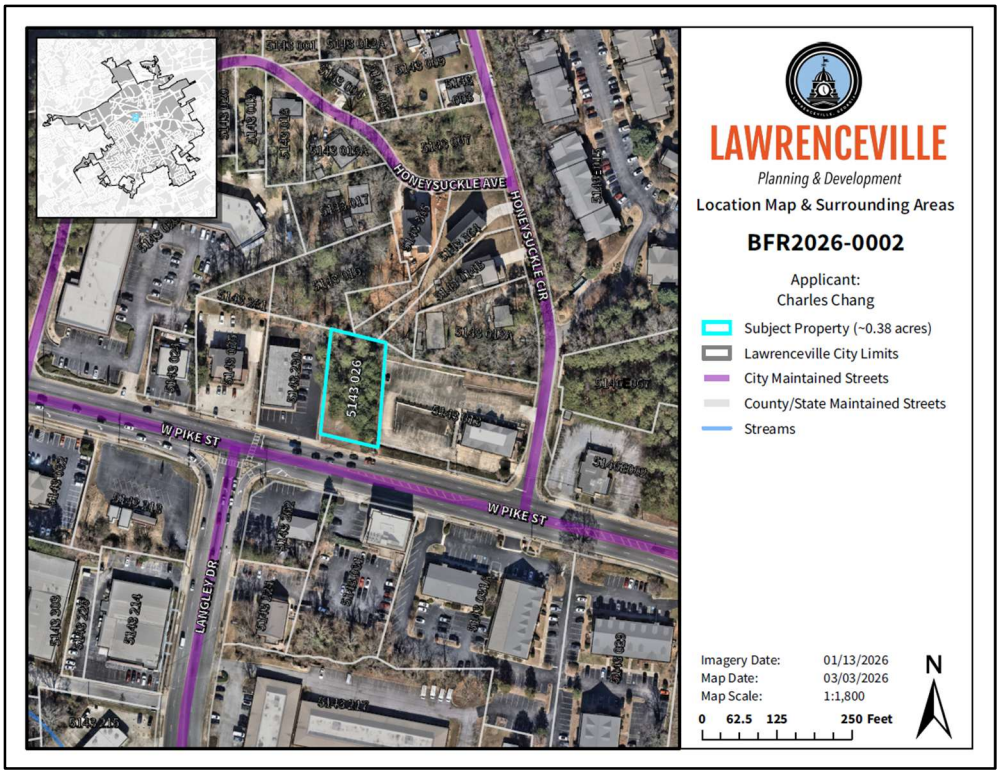
LAWRENCEVILLE

Planning & Development

BUFFER REDUCTION

CASE NUMBER(S):	**BFR2025-0002**
APPLICANT(S):	CHARLES CHANG
PROPERTY OWNER(S):	RAJESH KR MITTAL
LOCATION(S):	351 WEST PIKE STREET
PARCEL IDENTIFICATION NUMBER(S):	5143 026
APPROXIMATE ACREAGE:	0.23 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	REDUCTION OF 75' UNDISTURBED BUFFER
DEPARTMENT RECOMMENDATION:	APPROVAL W/ CONDITIONS

VICINITY MAP



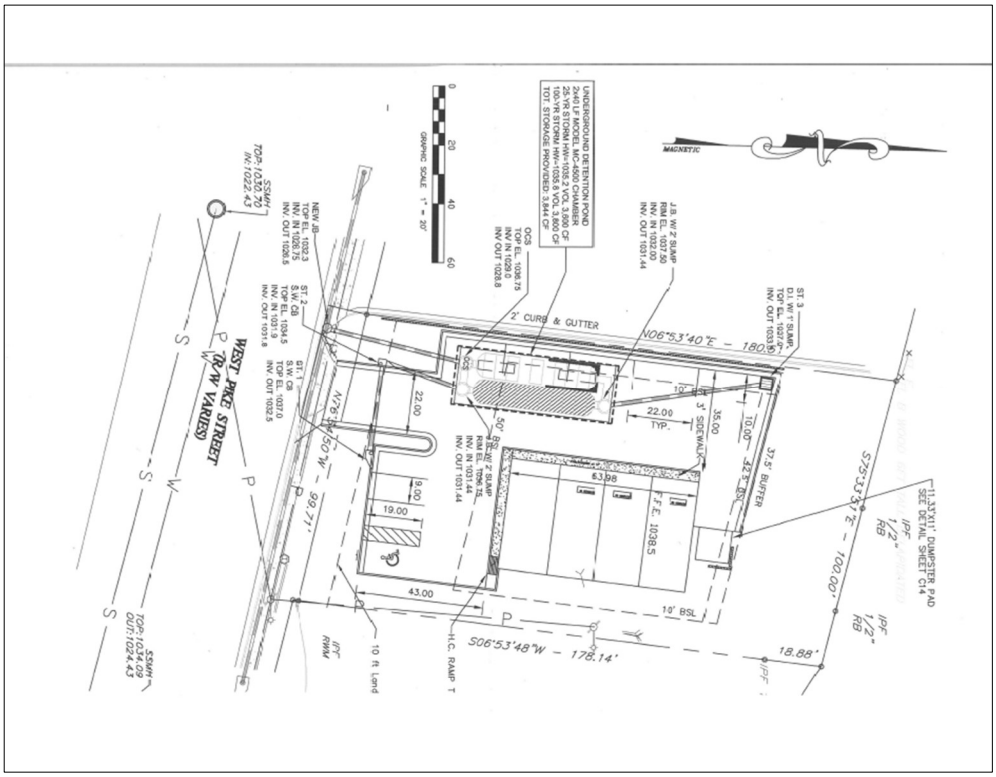
ZONING HISTORY

The earliest zoning record on file for the subject property shows the property zoned as its current zoning district, BG (General Business District) in 1960. There are no zoning cases on record for the subject property.

PROJECT SUMMARY

The applicant requests a Buffer Reduction to allow for the development of a shared kitchen. The subject property is an approximately 0.23-acre parcel zoned BG (General Business District), located at the northern right-of-way of West Pike Street (State Route 120), near its intersection with Langley Drive.

SITE PLAN



ZONING AND DEVELOPMENT STANDARDS

The subject property is currently vacant and undeveloped. The applicant requests a reduction of the required 75-foot undisturbed buffer by 50% to 37.5 feet to develop an approximately 2,300 square foot multitenant shared kitchen with associated driveways, dumpsters, parking, and stormwater facilities.

The proposal meets the minimum standards of the BG (General Business) district, as outlined below:

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

Standard	Requirement	Proposal	Recommendation
Lot Area	*None*	*10,019 sq. ft*	*N/A*
Lot Width	*None*	*99.7 ft*	*N/A*
Front Setback	*50 ft*	*50 ft*	*N/A*
Side Setback	*10 ft*	*10 ft*	*N/A*
Rear Setback	*10 ft*	*10 ft*	*N/A*
Impervious Surface Coverage	*95%*	*Not listed*	*N/A*
Max Height	*35 ft*	*Not listed*	*N/A*

Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required; Table 5-3.

Standard	Requirement	Proposal	Recommendation
Shared Kitchen (Retail Sales and Services)	*1 per 300 SF GFA* *2,300 SF* *8 spaces*	*8 spaces*	*N/A*

Article 4 Buffers, Section 403 Buffers Table

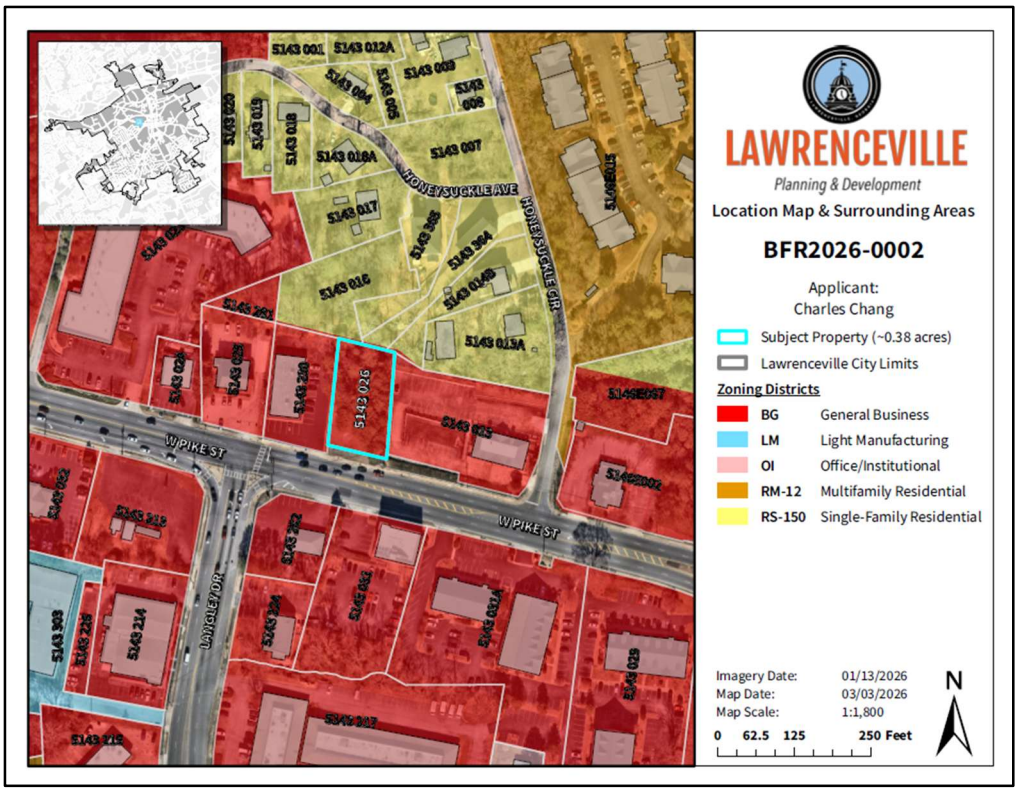
Standard	Requirement	Proposal	Recommendation
BG / RS-150	*75 feet*	*37.5 feet*	*Approval w/ Conditions*

According to the applicant, the 75-foot buffer required by code on the rear side of the property significantly reduces the buildable area of an already small lot (approximately 0.23 acres in area). The subject property is only 178 feet in depth, meaning that when the 75-foot buffer and the 50-foot front setback are considered, the buildable area is restricted to a narrow 53-foot-wide area.

Given that the single-family districts that border the property are either undeveloped (parcel 5143 016, which serves as a pseudo-buffer with residential uses further to the north) or contain dwellings that are in excess of 150 feet from the subject property, the

buffer reduction may be appropriate. Further, the neighboring BG properties have reduced or non-existent buffers to the rear. While these properties were developed prior to the adoption of the 2020 Lawrenceville Zoning Ordinance and its requisite buffer requirements, the development character of these properties should be taken into consideration.

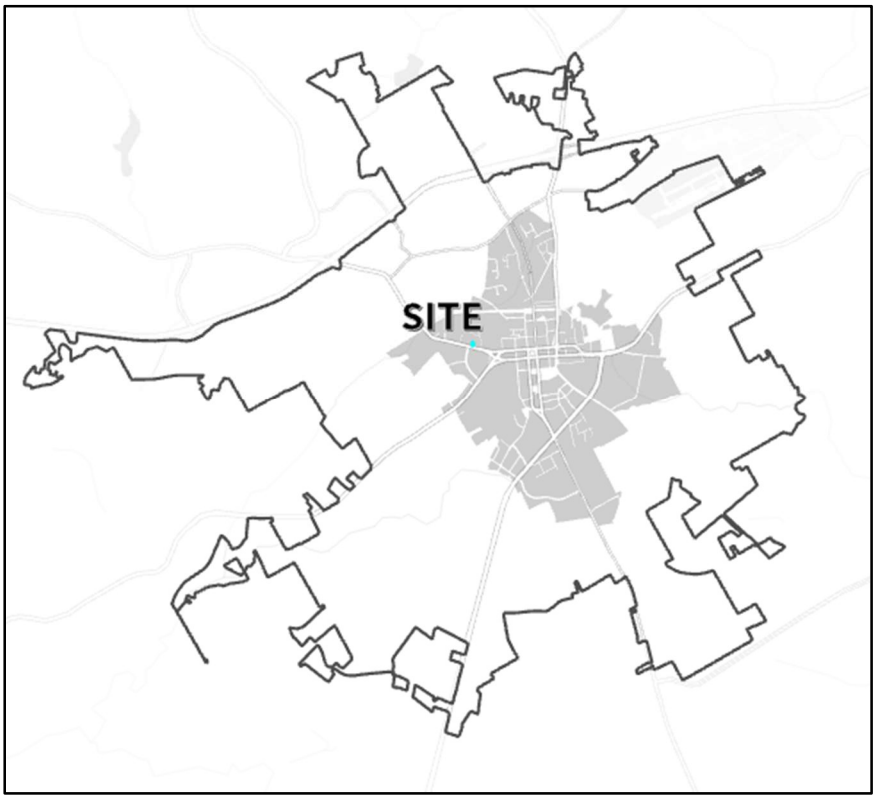
OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The area around the subject property is characterized by a mixture of retail and office uses along West Pike Street as well as single-family residential along Honeysuckle Circle. Nearby commercial uses include a place of worship and medical / general offices zoned BG (General Business District). The properties to the rear (north) of the subject property, along Honeysuckle Circle, are zoned RS-150 (Single-Family Residential District); these properties are the subject of this buffer reduction request. Given the reasoning provided in the prior section, the buffer reduction request may be appropriate, if properly conditioned.

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, defined as such:

> *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.*

If the proposed facility adheres to site planning standards for access, interconnectivity, landscaping, and signage, it may align with the intended development pattern as described in the 2045 Comprehensive Plan.

STAFF RECOMMENDATION

The applicant requests a 50% reduction of the required 75-foot rear buffer (to 37.5 feet) to allow development of a 2,300-square-foot multitenant shared kitchen on a small (0.23-acre) BG-zoned property along West Pike Street. The site is currently vacant and meets all other applicable zoning and development standards, including setbacks and parking requirements. Due to the parcel's limited depth (178 feet), the full buffer and front setback would significantly constrain the buildable area.

Surrounding conditions include a mix of commercial uses along the corridor and single-family residential to the north; however, nearby residential structures are set back at least 150 feet and/or buffered by undeveloped land. Additionally, adjacent commercial properties developed prior to the current ordinance have reduced or no buffers, reflecting an established development pattern. Further, similar buffer reduction requests have been recently approved in the immediate area: 1) BFR2025-00003 at 377 West Pike Street (approved with conditions on 2/23/2026), and 2) BFR2025-00005 at 335 West Pike Street (approved with conditions on 3/19/2026).

The request appears consistent with the Downtown character area of the 2045 Comprehensive Plan, which supports economic activity and compatible infill development. Given the site constraints, surrounding context, and limited impact on nearby residences, the buffer reduction may be appropriate if properly conditioned. Staff recommends **APPROVAL WITH CONDITIONS** that ensure enhanced buffering, landscaping, and site design measures to minimize impacts on adjacent residential properties.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

This location is served by Lawrenceville Power.

GAS DEPARTMENT

This location is served by Lawrenceville Gas.

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 proposed shared kitchen is consistent with the surrounding mix of commercial and office uses along West Pike Street and is compatible with the general development pattern in the area.

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

   With appropriate conditions for buffering and site design, the reduced buffer is not expected to adversely affect nearby residential properties, which are either significantly set back or separated by undeveloped land.

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

   While the property has economic potential under current zoning, strict application of the 75-foot buffer would significantly limit the buildable area, constraining reasonable development of the site.

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 relatively low-intensity and is not expected to create excessive demand on existing streets, utilities, or public facilities.

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

   The proposal aligns with the 2045 Comprehensive Plan's Downtown character area, supporting infill development and economic activity compatible with surrounding uses.

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 small size and shallow depth of the subject property, combined with existing development patterns and limited impact on adjacent residences, provide justification for the requested buffer reduction.

   Further, similar buffer reduction requests have been recently approved in the immediate area: 1) BFR2025-00003 at 377 West Pike Street (approved with conditions on 2/23/2026), and 2) BFR2025-00005 at 335 West Pike Street (approved with conditions on 3/19/2026).

LAWRENCEVILLE

Planning & Development

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS_05042026

BFR2026-0002

Approval of the requested Buffer Reduction, subject to the following enumerated conditions:

1. **To restrict the Buffer Reduction as follows:**
   - **A.** Allows a fifty percent (50%) reduction of the minimum buffer requirements between dissimilar zoning classifications (BG and RS-150), from seventy-five (75) feet to thirty-seven and one-half (37.5) feet along the subject property's northern property line.
   - **B.** The buffer reduction shall apply only to the development of a multitenant shared kitchen facility, including associated parking, driveways, dumpsters, and stormwater facilities, as shown on the site plan. received by the Planning and Development Department on February 27, 2026.
2. **To satisfy the following site development considerations:**
   - **A.** All site improvements, including parking, drive aisles, curb cuts, and internal circulation, shall comply with the City of Lawrenceville Development Regulations unless otherwise approved through separate variance or permit action.
   - **B.** Prior to issuance of a Land Disturbance Permit (LDP), final site plans shall be reviewed and approved by the Planning Director, City Engineer, and all applicable departments.
   - **C.** In areas where required buffers lack sufficient vegetation to achieve effective screening, the applicant shall provide supplemental planting and landscape enhancements. A detailed replanting and landscape enhancement plan shall be prepared by a qualified professional and submitted for review and approval by the Director of Planning and Development prior to the issuance of any applicable permits. The plan shall demonstrate how the buffer will be brought into compliance with applicable screening and landscaping standards, including plant species, sizes, spacing, and maintenance provisions.
   - **D.** All outdoor service areas, including dumpsters and loading areas, shall be screened from view of adjacent residential properties.

E. Site lighting shall be directed away from adjacent residential properties and shall comply with City lighting standards to prevent light spillover.

F. Any off-site access, grading, or construction activity, if required, shall be subject to executed agreements or easements made by adjacent property owners and approval by the City.

G. All required landscaping and screening shall be installed prior to final inspection and issuance of a Certificate of Occupancy and shall be maintained in a healthy condition for the life of the development.

H. All applicable local, state, and federal permits and approvals shall be obtained prior to commencement of construction activities.

BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
Planning & Development

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAWRENCEVILLE

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Chang C Chang	NAME: RAJESH KR MITTAL
ADDRESS: 5720 Buford Hwy Suite 200	ADDRESS: 3771 OLD BRIDGEWAY
CITY: Norcross	CITY: DULUTH
STATE: GA ZIP: 30071	STATE: GA ZIP: 30096
PHONE: 404-403-2260	PHONE: 678 367 8253

CONTACT PERSON: Charles Chang PHONE: 404-403-2260

CONTACT'S E-MAIL: CDDCATL@YAHOO.COM

* 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): BG ACREAGE: 0.23

PARCEL NUMBER(S): R5143026

ADDRESS OF PROPERTY: 351 WEST PIKE ST.

PROPOSED USE: Shared Kitchen

Chang C Chang
SIGNATURE OF APPLICANT DATE

Chang C Chang
TYPED OR PRINTED NAME

Feb 20, 26
NOTARY PUBLIC DATE

QUANG XUAN DO
Quang Xuan Do
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires
06/21/2027

SIGNATURE OF OWNER DATE

RAJESH KR MITTAL
TYPED OR PRINTED NAME

Feb 20, 26
NOTARY PUBLIC DATE

QUANG XUAN DO
Quang Xuan Do
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires
06/21/2027

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED.

LAWRENCEVILLE
Planning & Development

BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT

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.

BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE

Planning & Development

VARIANCE APPLICATION

☒ ADMINISTRATIVE ☐ BOARD OF APPEALS ☐ CITY COUNCIL

GENERAL INFORMATION

Unless otherwise provided for in the City of Lawrenceville Zoning Ordinance and Development Regulations, the Board of Appeals (BOA) and City Council has the authority to grant variances from the requirements of the Zoning Ordinance and Development Regulations, and The Code of City of Lawrencevlle in accordance with the standards and procedures as set forth in the Zoning Ordinance, Article 9 Administration and Enforcement, and the Development Regulations, Article III Amendment to Drainage Regulations of 1989, Article VIII Floodplain Management Ordinance, Article XVIII Model Floodplain Management/Flood Damage Prevention Ordinance and Article XIX Model Stream Buffer Protection Ordinance.

The Director of the Planning and Development Department shall have the power to grant a variance (except for density and use) from the development standards of the Zoning Ordinance where, in their opinion, the intent of the Zoning Ordinance can be achieved and equal performance obtained by granting a variance. The authority to grant such a variance shall be limited from the following requirements: 1. Front Yard or Yard adjacent to a public street – variance not to exceed ten (10) feet; 2. Side Yard – variance not to exceed five (5) feet; 3. Rear Yard – variance not to exceed ten (10) feet.

APPLICANT INFORMATION

APPLICANT NAME: HAMENDRA PATEL

EMAIL: dino68@yahoo.com PHONE: 4047230932

STREET ADDRESS: 1174 CAMERON CREEK SUITE:

CITY: MARIETTA STATE: GA ZIP CODE: 30062

SIGNATURE OF APPLICANT: DATE: 1/29/26

PROPERTY OWNER INFORMATION (as applicable)

PROPERTY OWNER NAME: RAJESH KR MUTTAL

EMAIL: RAJ@PESTOLOVE.COM PHONE: 678 367 8253

STREET ADDRESS: 3771 OLD BRIDGEWAY SUITE:

CITY: DULUTH STATE: GA ZIP CODE: 30096

SIGNATURE OF PROPERTY OWNER: DATE:

SITE INFORMATION

VARIANCE DESCRIPTION: REDUCE THE 75' REQUIRED UNDISTURB BUFFER TO NEW 37.5' TO BUILD DRIVEWAY & DUMPSTER BAY

STREET ADDRESS: 351 W. PIKE ST SUITE/UNIT #:

CITY: LAWRENCEVILLE STATE: GA ZIP CODE:

PIN: LOT NO.: BLOCK NO.:

3.

Letter of intent 351 west pike st

From: Rajesh Kumar Mittal (raj@pestolove.com)

To: cddcatl@yahoo.com

Cc: annamittal56@gmail.com; agrawalanubha@yahoo.com

Date: Friday, February 13, 2026 at 10:41 AM EST

Dear Sir/Madam,

I am writing to inform you of my intent to develop land parcel number R5143026, located at 351 W Pike Street, Lawrenceville, GA 30046.

The proposed use for this property is a catering kitchen facility where food will be prepared exclusively for delivery. Please note that no customers will visit the premises, as all orders will be distributed off-site.

I kindly request your review and approval of this proposal at your earliest convenience. Should you require any additional information or documentation, please do not hesitate to contact me.

Thank you for your time and consideration.

Sincerely,
Rajesh Mittal

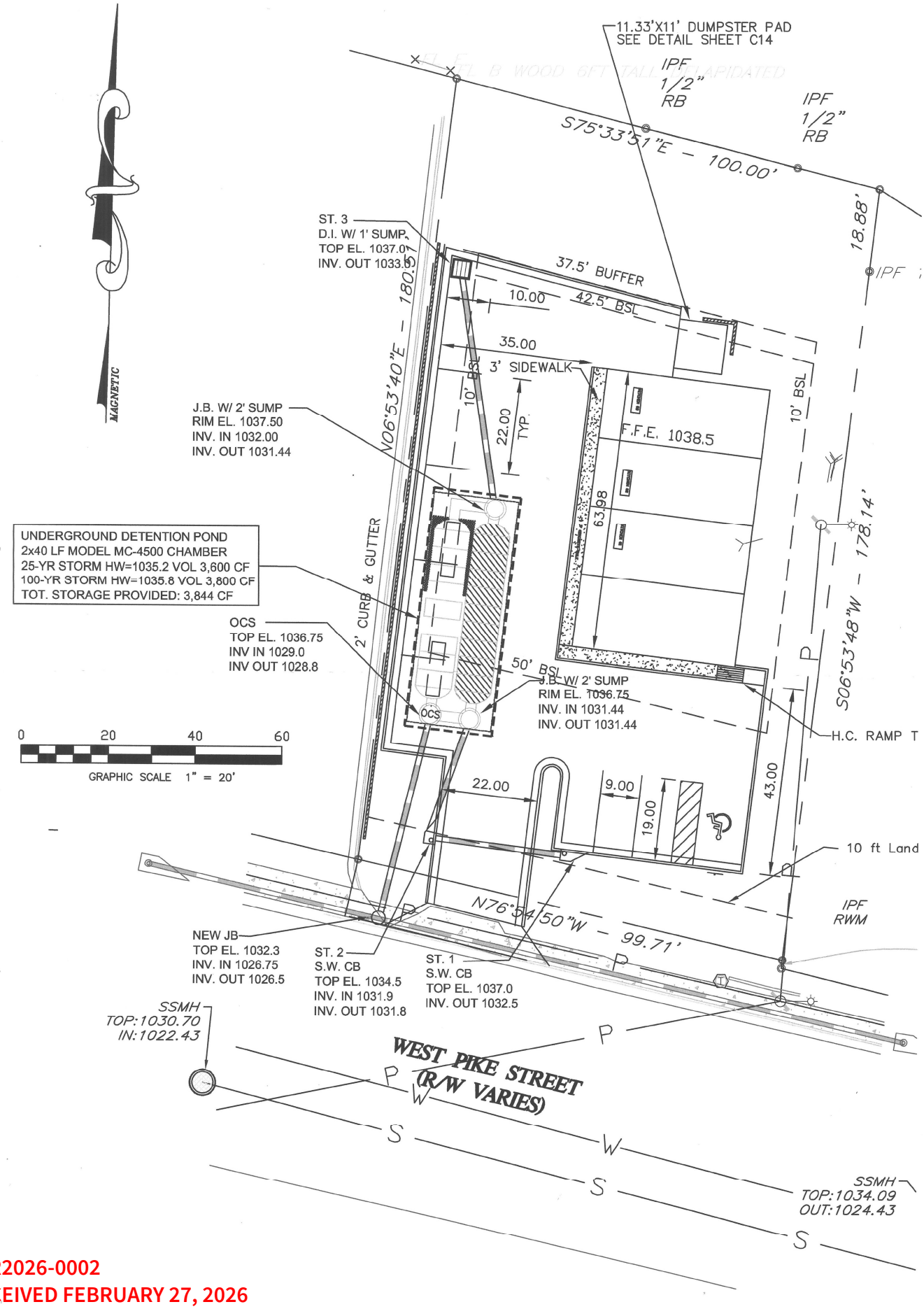
BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LEGAL DESCRIPTION

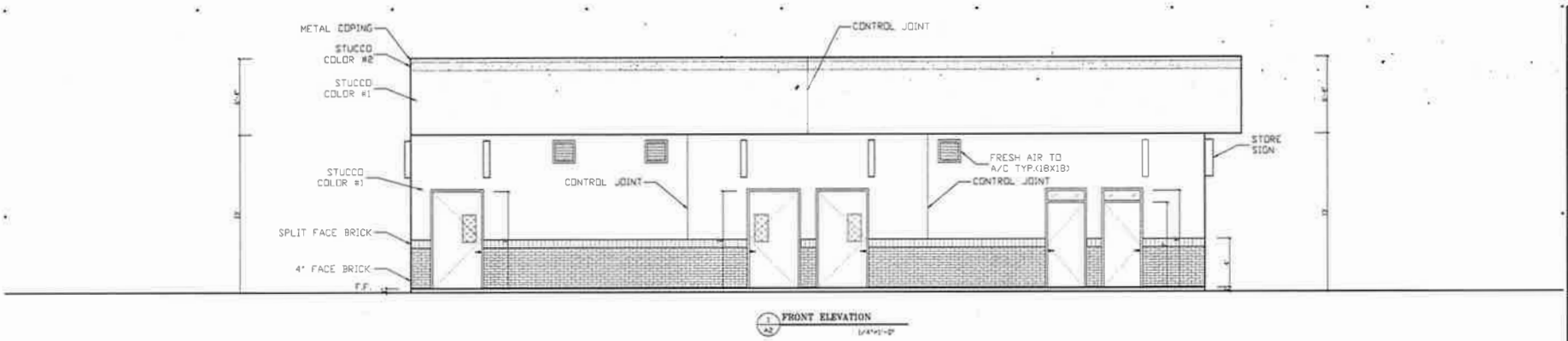
ALL THAT TRACT or parcel of land lying and being in Land Lot 143, 5th District, City of Lawrenceville, Gwinnett County, Georgia; containing 0.460 acres and being more particularly described according to a plat of survey prepared by Hannon, Meeks & Bagwell, Surveyors, dated October 4, 1983 recorded in Plat Book 33, Page 168B, Gwinnett County records, which plat is incorporated herein and made a part hereof by reference.

LESS AND EXCEPT that portion of the above-described property that lies within the right of way of West Pike Street a/k/a Georgia Highway No. 120.

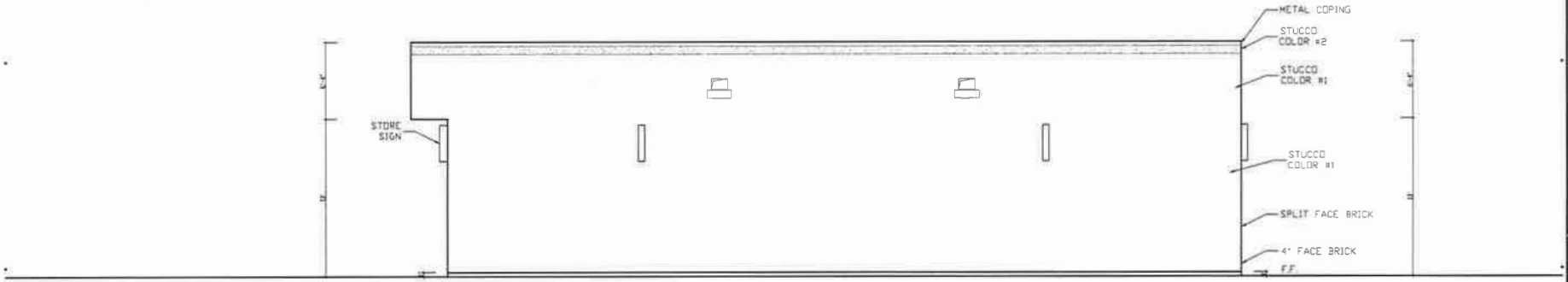
BFR2026-0002
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PLANNING & DEVELOPMENT DEPARTMENT



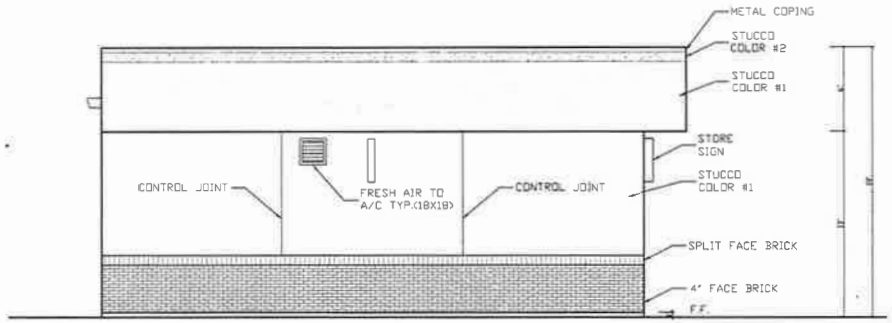
BFR2026-0002
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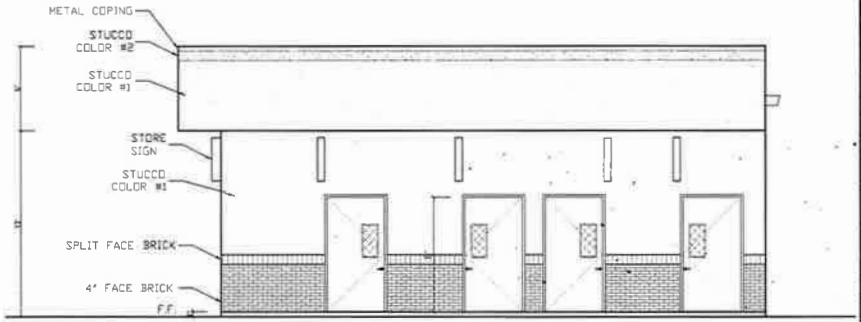
1 A2 FRONT ELEVATION 1/4"=1'-0"



2 A2 REAR ELEVATION 1/4"=1'-0"



3 A2 LEFT SIDE ELEVATION 1/4"=1'-0"



4 A2 RIGHT SIDE ELEVATION 1/4"=1'-0"

NAU, LLC
SHARED KITCHENS
WEST PIKE ST.
LAWRENCEVILLE, GA 30046

GEORGIA

CAC
CUSTOM DESIGN & DEVELOPMENT CORPORATION
6720 BUFORD HWY. SUITE 300
NORCROSS, GA 30071
TEL (770)-329-0669
FAX (678)-978-3898

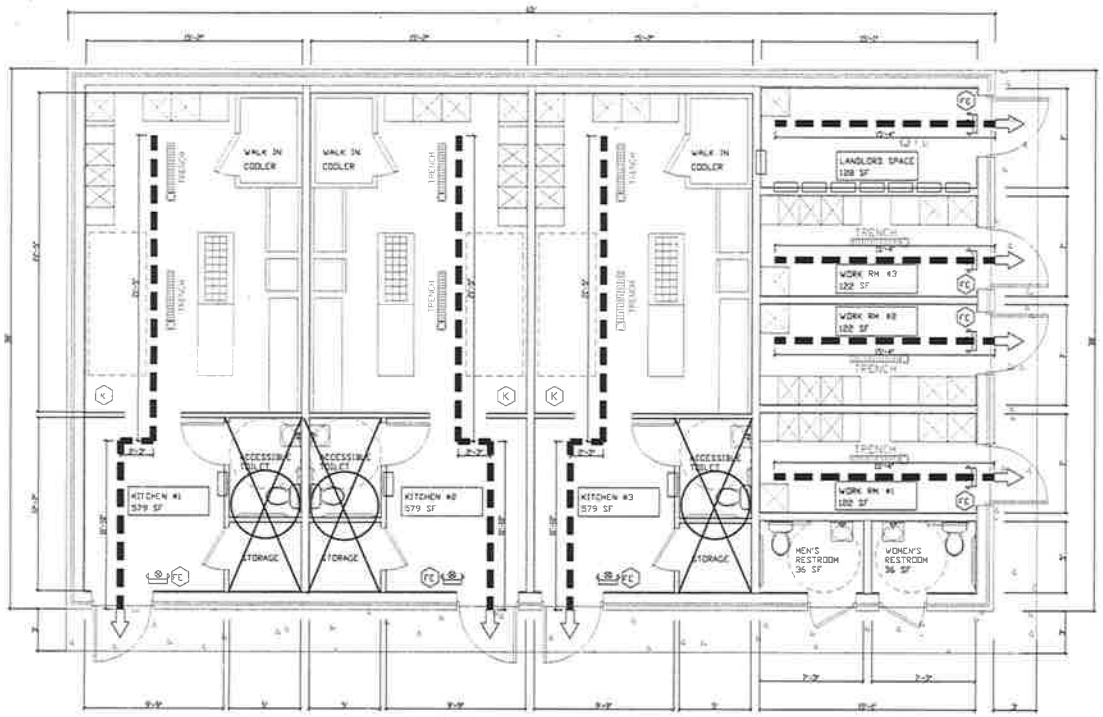
ELEVATIONS
NOTES & DETAIL

REVISION	BY

DRAWN BY
SCALE: AS NOTED
PROJECT NO.
DATE: 11/27/2025
SHEET
A2.0
OF SHEETS

"ISSUED/RELEASED FOR CONSTRUCTION"

BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT



LIFE SAFETY PLAN

TOTAL AREA 12,447 SQFT.

(FE) Fire Extinguisher

(K) TYPE "K" Fire Extinguisher

FIXTURE LEGEND

Emergency light fixture, self-contained unit

Emergency Exit Sign, red letter color; double fixture indicate punch out direction



FIRE EXTINGUISHER DETAIL
NOT TO SCALE

LIFE SAFETY NOTES

NOTE: SECTIONS REFERENCED ARE NFPA 101 LIFE SAFETY CODE WITH 2018 AMENDMENTS

38.3.6 – WHERE ACCESS TO EXITS IS PROVIDED BY CORRIDORS, SUCH CORRIDORS SHALL BE SEPARATED FROM USE AREAS BY WALLS HAVING A FIRE ACCORDANCE WITH 8.2.3.

38.2.4 – 1 EXITS ARE PROVIDED

38.2.5 – MEANS OF EGRESS SHALL BE ARRANGED IN ACCORDANCE WITH SECTION 7.5.

38.2.6 – TRAVEL DISTANCE TO EXITS, MEASURED IN ACCORDANCE W/ SECTION 7-6 SHALL NOT EXCEED 200 FEET.

38.2.8 – MEANS OF EGRESS SHALL BE ILLUMINATED IN ACCORDANCE WITH SECTION 7-8.

38.2.9 – EMERGENCY LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 7-9.

38.2.10 – MEANS OF EGRESS SHALL HAVE SIGNS IN ACCORDANCE WITH SECTION 7-10

NAU, LLC
SHARED KITCHENS
WEST PIKE ST.
LAWRENCEVILLE, GA 30046

CUSTOM DESIGN & DEVELOPMENT CORPORATION

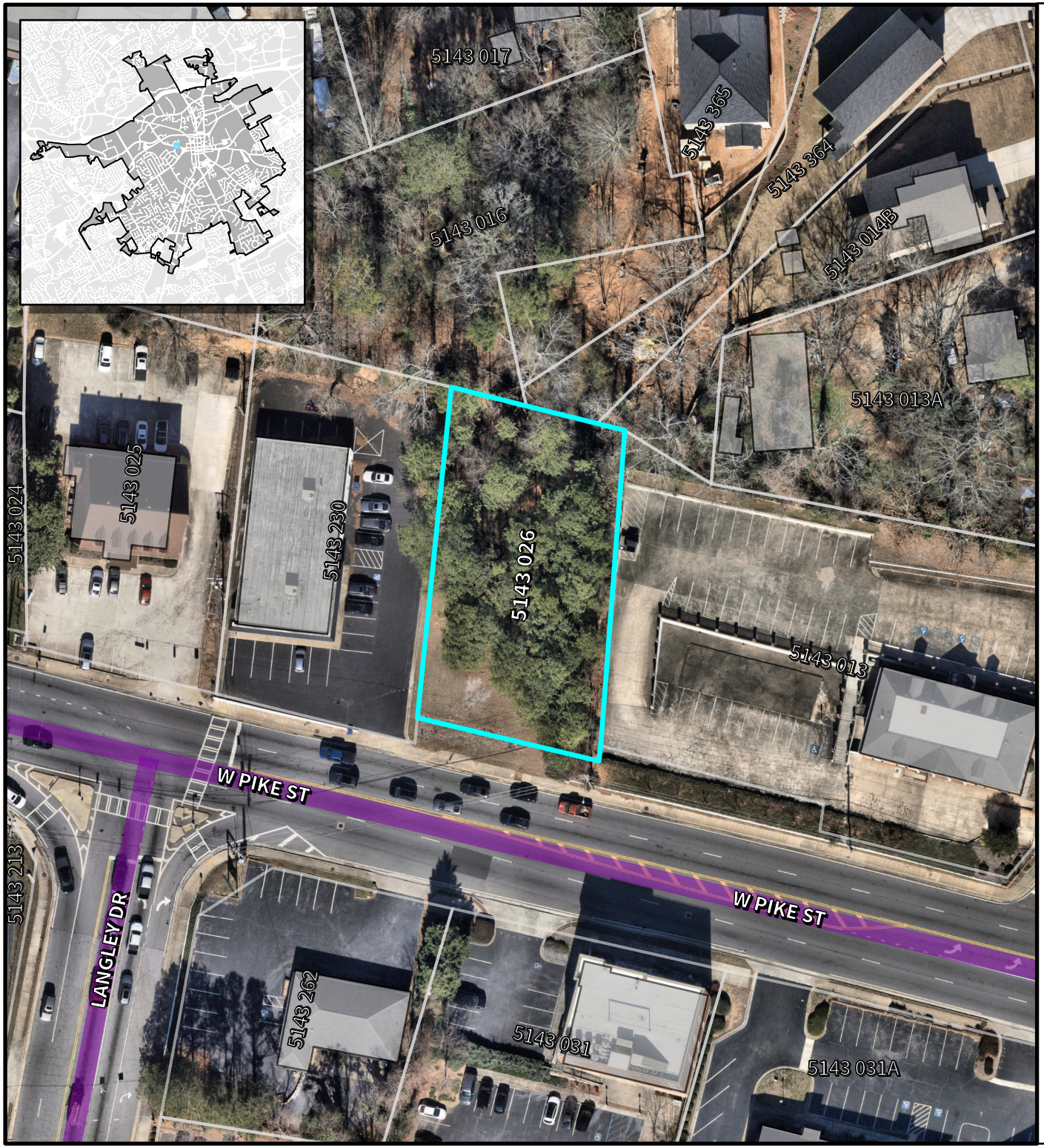
LIFE SAFETY PLAN
NOTES & DETAIL

REVISION | BY

DRAWN BY:
SCALE: AS NOTED
PROJECT NO:
DATE: 11/07/2025
SHEET
A0.3
OF SHEETS

"ISSUED/RELEASED FOR CONSTRUCTION"

BFR2026-0002
RECEIVED FEBRUARY 27, 2026
PLANNING & DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

BFR2026-0002

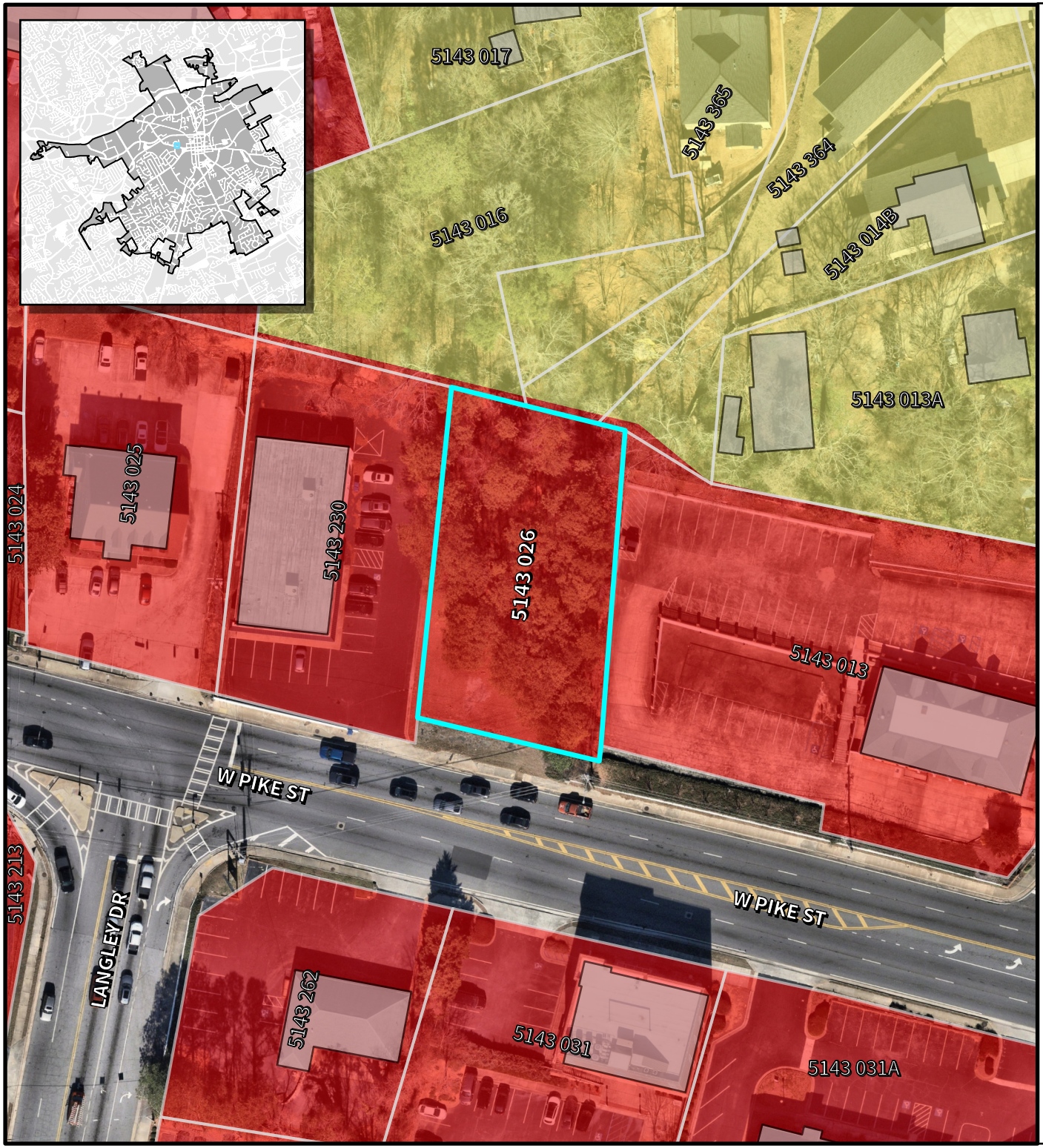
Applicant:
Charles Chang

- Subject Property (~0.38 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

Imagery Date:	01/13/2026
Map Date:	03/03/2026
Map Scale:	1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

BFR2026-0002

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Lawrenceville City Limits

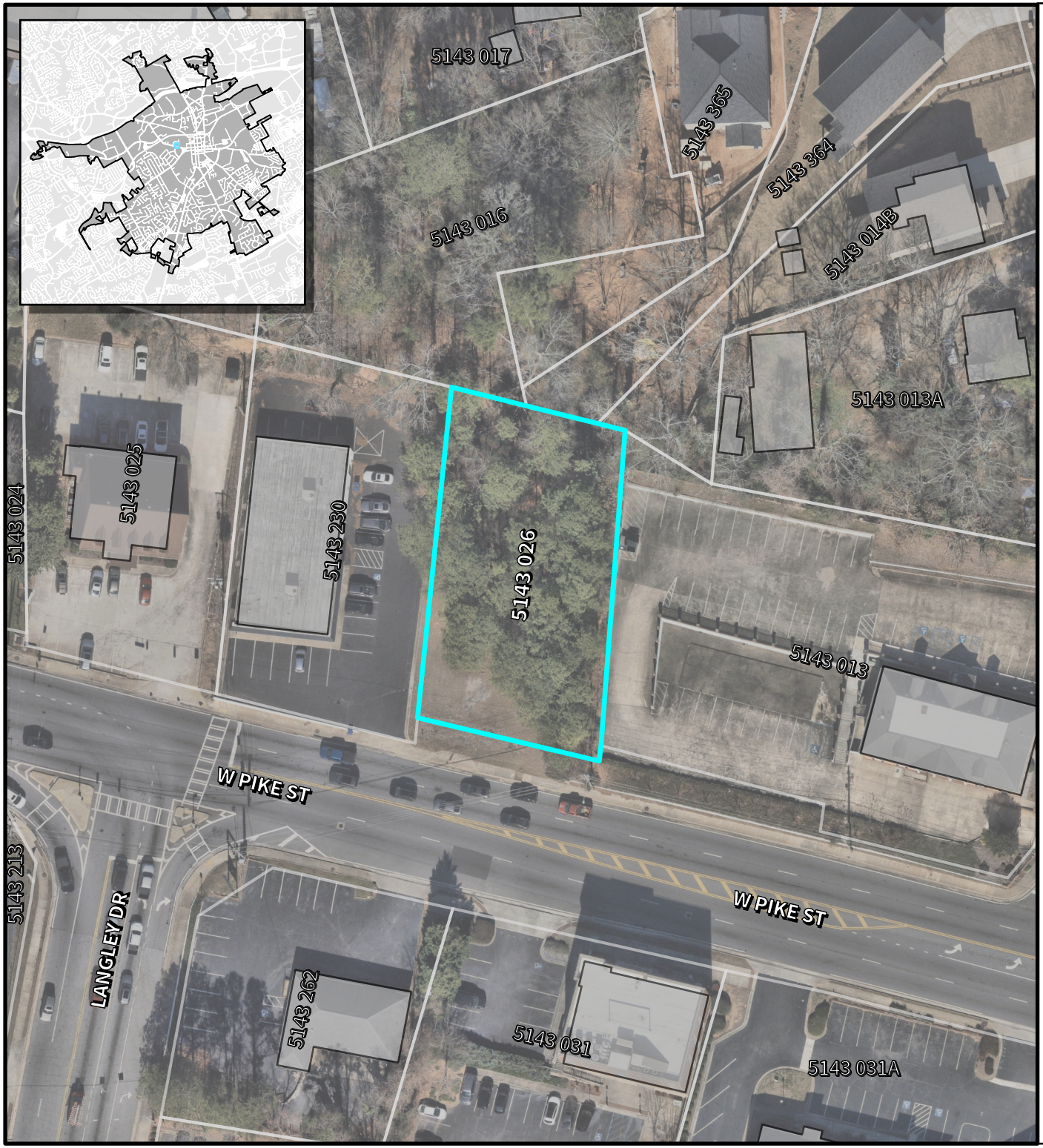
Zoning Districts

	BG	General Business
	RS-150	Single-Family Residential

Imagery Date: 01/13/2026
Map Date: 03/03/2026
Map Scale: 1:900

N

0 30 60 120 Feet



LAWRENCEVILLE

Planning & Development

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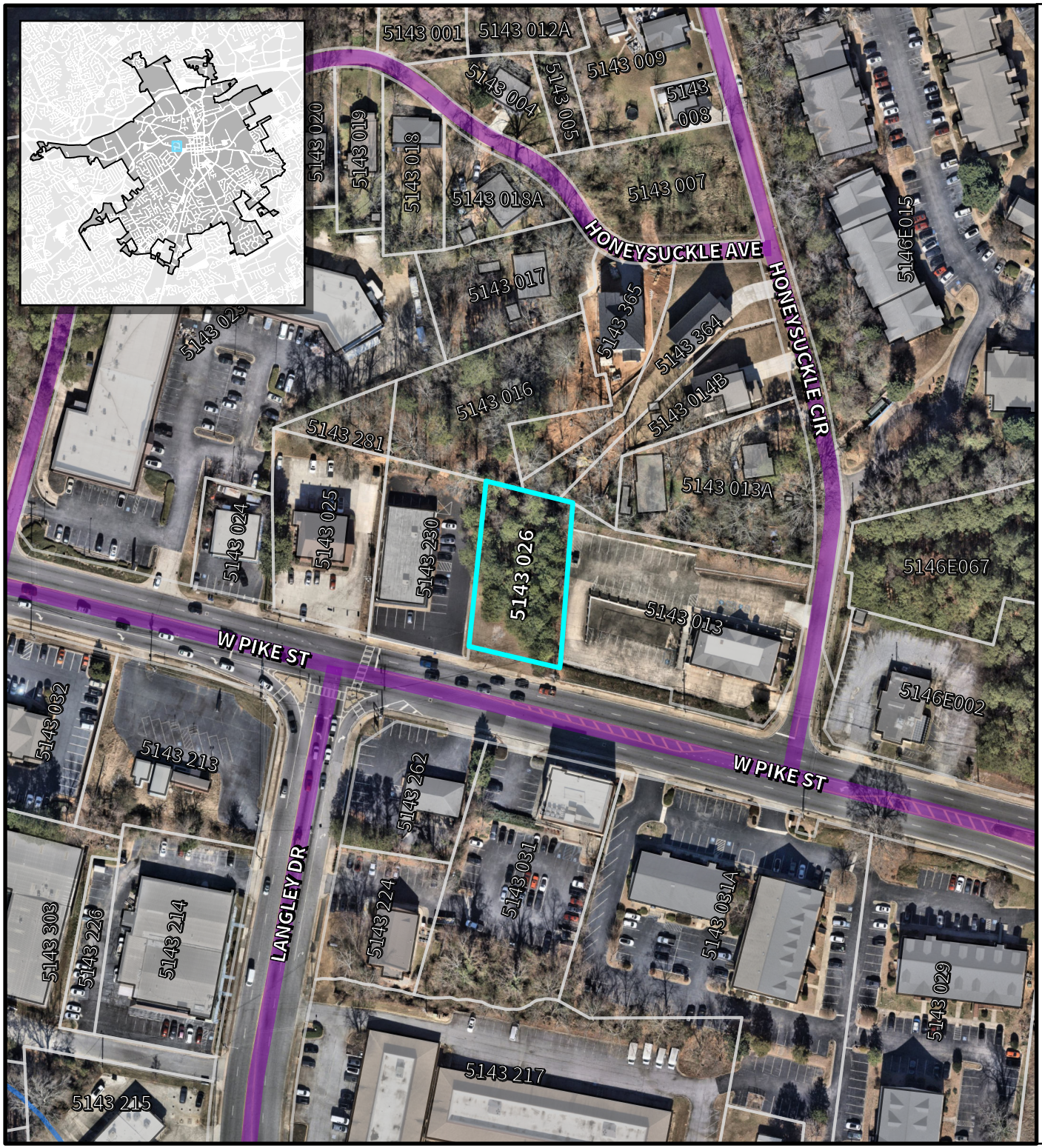
2045 Character Areas

Downtown

Imagery Date:	01/13/2026
Map Date:	03/03/2026
Map Scale:	1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

BFR2026-0002

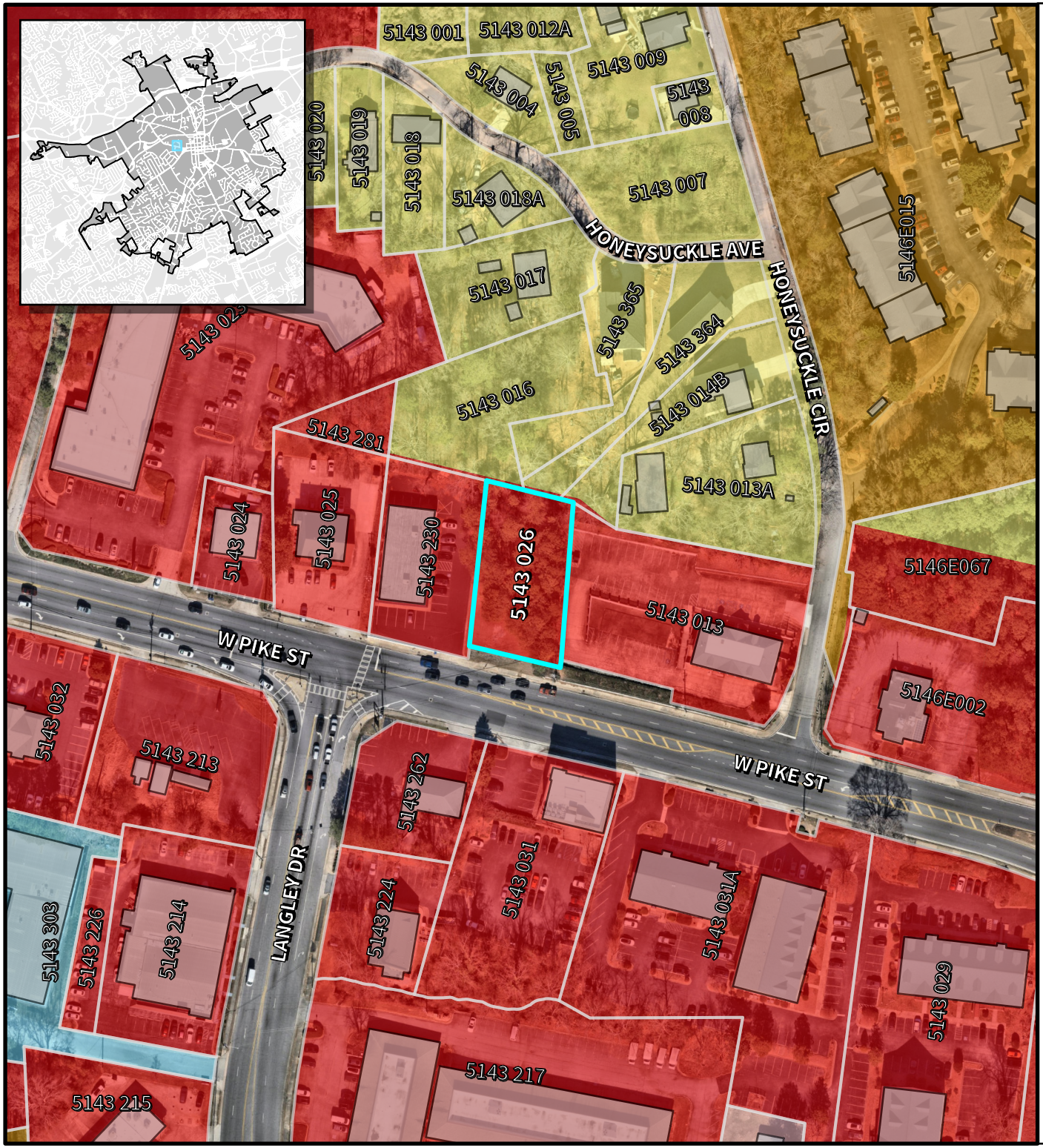
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Imagery Date:	01/13/2026
Map Date:	03/03/2026
Map Scale:	1:1,800

N

0 62.5 125 250 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

BFR2026-0002

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Charles Chang

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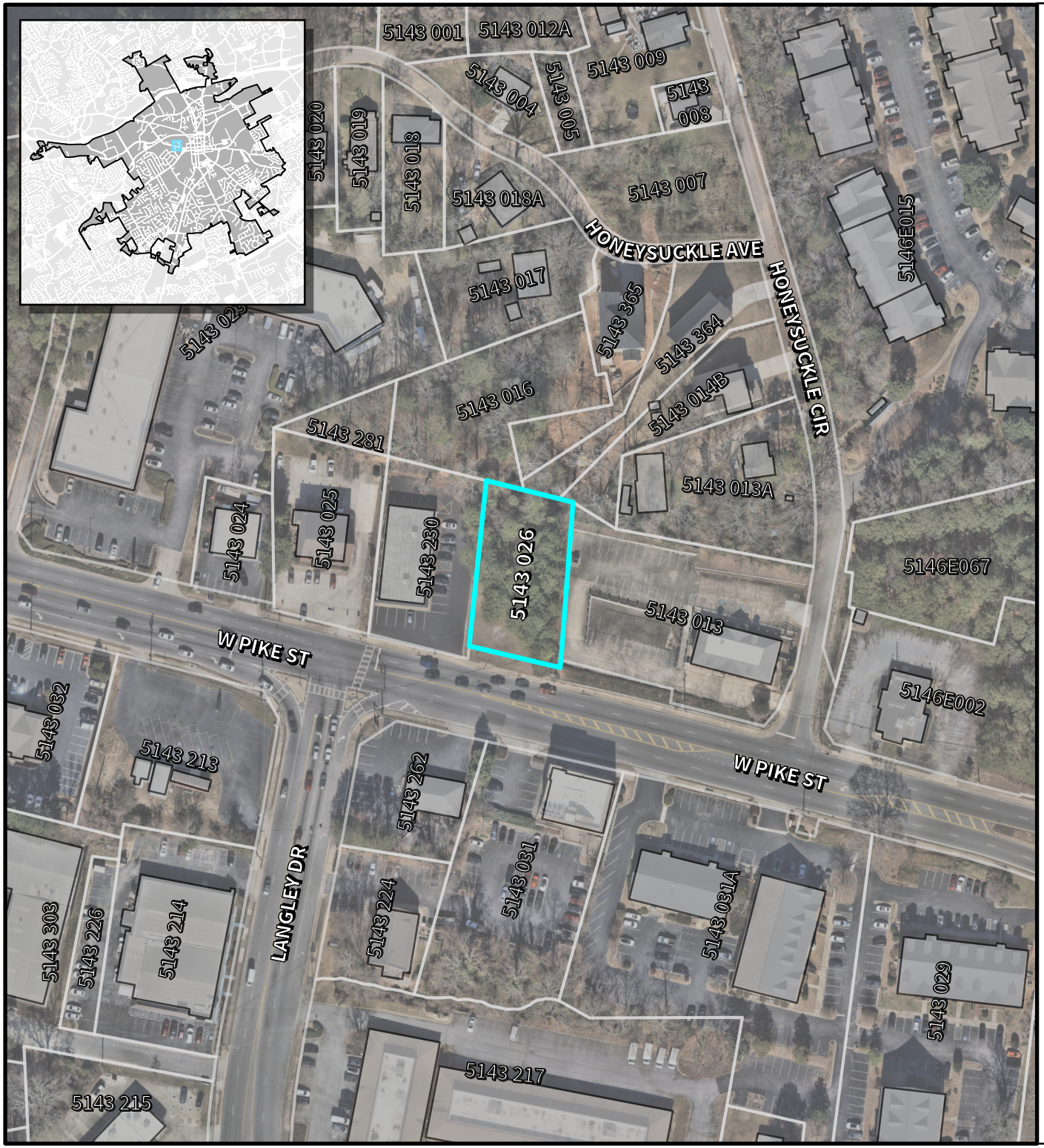
Zoning Districts

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

Imagery Date: 01/13/2026
Map Date: 03/03/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

BFR2026-0002

Applicant:
Charles Chang

Subject Property (~0.38 acres)

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2045 Character Areas

Downtown

Imagery Date:	01/13/2026
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N

0 62.5 125 250 Feet

LAWRENCEVILLE

Planning & Development

PLANNING ~~AND DEVELOPMENT DEPARTMENT~~COMMISSION

RECOMMENDED CONDITIONS_05042026

BFR2026-0002

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BFR2026-0002_ATTCH 2_05042026

E. Site lighting shall be directed away from adjacent residential properties and shall comply with City lighting standards to prevent light spillover.

F. Any off-site access, grading, or construction activity, if required, shall be subject to executed agreements or easements made by adjacent property owners and approval by the City.

G. All required landscaping and screening shall be installed prior to final inspection and issuance of a Certificate of Occupancy and shall be maintained in a healthy condition for the life of the development.

H. All applicable local, state, and federal permits and approvals shall be obtained prior to commencement of construction activities.

R2026-0002_ATTCH 2_05042026

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Contract Renewal - Custodial Services of Various City Facilities - Annual Contract (RP030-25)
Department:	Facilities Maintenance
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	$165,000.00
Presented By:	Brian Osborne, Facilities & Grounds Maintenance Director
Action Requested:	Approval to Renew Contract for Provision of Custodial Services of Various City Facilities - Annual Contract (RP030-25) to Intercontinental Commercial Services Inc, amount not to exceed $165,000.00, with final contract documents to be prepared by staff and submitted to the City Clerk for City Attorney review and approval prior to execution.

Summary: Approval to Renew Contract of Provision of Custodial Services of various City facilities- Annual (RP030-25) with Intercontinental Commercial Services Inc, amount not to exceed $165,000.00. This contract consists of but is not limited to janitorial and custodial work as coordinated and assigned by Facilities & Grounds Maintenance Department, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work and services.

This contract was approved by Gwinnett County Board of Commissioners on February 20, 2026 as a continuation from RP021-20 and extended to City of Lawrenceville. This is Year 1 of a multi-year contract and may be renewed for an additional four years if agreed upon by City and Vendor.

Fiscal Impact: This total contract amount was increased from prior award to $165,000 as assessed by Facilities & Grounds Maintenance and will be funded by Facilities and Maintenance Custodial Services account (1001565-522130).

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits:

- RP030-25 Executed Renewal.pdf

LAWRENCEVILLE
GEORGIA

April 20, 2026

Intercontinental Commercial Service, Inc
912 Hurricane Shoals Road, NE
Lawrenceville, GA 30043

RE: Renewal of RP030-25 (Gwinnett County), Extension to City of Lawrenceville for Provision of Custodial Services on Annual Contract

As stated in the original proposal, the City of Lawrenceville has the option to renew the above referenced contract, for an additional twelve-month period. Renewal of this contract is based on the following: 1) terms, conditions and pricing remain the same (or as indicated in the original pricing schedule); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Lawrenceville City Council approval, if required.

Renewal Contract Period: March 1, 2026 through February 28, 2027

Please sign this agreement below, which will serve as your official request to renew this contract for the period specified above. Please e-mail your response to purchasing@lawrencevillega.org **no later than ASAP.**

We appreciate your cooperation and service during this period and look forward to working with you again.

Sincerely,

Kenneth Morris

Kenneth Morris
Purchasing Director

Company Name Intercontinental Commercial Services, Inc. (ICS, Inc.)

Authorized Representative's Signature Kelly B. Adam

E-mail Address ics.emails@gmail.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Presentation of an Ordinance Amending Article IX – Procurement
Department:	Finance
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	N/A
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Consideration of the new Purchasing Ordinance for adoption at the May 27, 2026 Council Meeting.

Summary: The purpose of this agenda item is to present a proposed amendment to Article IX – Procurement of the City Code of Ordinances and to request City Council consideration of adoption of the ordinance.

The proposed ordinance establishes a modernized procurement framework designed to improve transparency, strengthen internal controls, promote best-value purchasing, and align the City's procurement practices with nationally recognized standards, including those recommended by the Government Finance Officers Association (GFOA) and the National Institute of Governmental Purchasing (NIGP).

This ordinance serves as the legal foundation for the City's updated procurement governance structure and is a key component of a broader procurement modernization initiative currently underway.

Background: In 2025, the City engaged Mauldin & Jenkins to conduct a comprehensive operational assessment of the City's procurement function. The assessment evaluated the City's purchasing practices, governance structure, internal controls, and documentation processes.

The assessment identified several areas where improvements could enhance operational consistency, transparency, and compliance with leading public procurement practices. Key observations included:

- Inconsistent procurement practices across departments
- Limited documentation of procurement workflows
- Decentralized interpretation of procurement thresholds and methods
- Limited vendor oversight and performance management
- Insufficient internal control and ethics frameworks

These issues were not unique to Lawrenceville and are common in growing municipalities where procurement practices evolve over time without a unified governance structure.

In response to the assessment, the City began developing a procurement modernization initiative designed to strengthen governance, clarify roles and responsibilities, and implement standardized processes across all departments.

The proposed ordinance represents the first and most important step in that modernization effort.

Major elements of the proposed ordinance include:

Procurement Thresholds

The ordinance establishes clear procurement thresholds to determine the level of competition required:

- Micro-Purchases: $0 – $2,500
- Informal Procurement: $2,500.01 – $125,000
- Formal Procurement: Above $125,000

Formal procurements require competitive sealed bids or proposals unless a documented exception is authorized.

The ordinance formally authorizes Best Value procurement, allowing the City to evaluate proposals based on multiple factors beyond price, including:

- Quality
- Experience
- Technical capability
- Delivery and service
- Risk considerations

This approach ensures that the City selects vendors that provide the greatest overall value to taxpayers.

The ordinance strengthens procurement integrity by establishing requirements for:

- Conflict-of-interest disclosure
- Ethical conduct standards

• Vendor communication protocols
• Confidentiality during solicitations
• Prohibition of bid splitting or steering work to preferred vendors

Violations may result in disciplinary action or vendor disqualification.

Fiscal Impact: N/A

Attachments/Exhibits:

- Update on Proposed Ordinance.pptx
- Current Ordinance – Redline.docx
- Proposed Purchasing Ordinance – Clean.docx

Modernizing Lawrenceville's Procurement System

Updated Purchasing Ordinance and Governance Manual

May 13, 2026

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Why This Matters

- Procurement affects every department and every dollar spent on goods, services, and construction.
- Council action establishes the legal and governance framework for how those purchases are made.
- This update is about stronger controls, clearer expectations, and more reliable execution.

Why We Are Here Today

- The City initiated an independent procurement assessment after suspected purchasing improprieties were identified.
- Leadership chose a citywide review rather than a narrow correction.
- The result is a modernization effort designed to strengthen governance, compliance, and operational consistency.

What the Assessment Reviewed

- Organizational structure and staffing
- Policies, procedures, and governing documents
- Centralized and decentralized purchasing activity
- Internal controls, workflows, and technology
- Five years of procurement activity, with added focus on the Natural Gas Department
- Training, vendor oversight, and contract practice

What the Assessment Found

- The issue was bigger than a single transaction. It was a system maturity issue.
  - Procurement practices varied significantly across departments.
  - The City relied on a largely decentralized model.
  - Existing documentation focused more on compliance thresholds than on operational guidance.
  - Training and reference tools were limited.
  - Contract management, ethics guidance, and vendor oversight needed strengthening.

Current State in Plain Terms

- Different departments handled procurement differently.
- Too much depended on institutional knowledge.
- Documentation was not always standardized.
- Controls existed, but the operating model was not yet where it needed to be for a growing organization.

How the Assessment Framed the City

- Formally governed, but not yet fully optimized
  - Mauldin & Jenkins assessed the City's procurement function at Level 3: "Formally Governed."
  - That means the City has rules and structure in place.
  - It also means procurement has been operating primarily as a compliance function, not yet as a consistently strategic and performance-oriented function.
  - The goal is to move toward a more efficient, effective, and standardized model.

What the Assessment Recommended

- Clearer governance and authority
- Standard operating procedures and standardized documentation
- Stronger ethics, conflict, and vendor communication controls
- Better contract lifecycle management
- Better internal controls in AP and P-Card processes
- Citywide procurement planning
- A more mature, best-value procurement environment

The City's Response

- We are not patching around the issue. We are building a stronger system.
  - The City developed a four-tier procurement governance model.
    - Tier 1: Ordinance
    - Tier 2: Governance manuals
    - Tier 3: Standard operating procedures
    - Tier 4: Templates, forms, and tools
  - This structure turns broad policy into repeatable daily practice.

What the Updated Ordinance Does

- Establishes a modern, transparent, ethical, and fiscally responsible procurement framework
- Recognizes best value as a formal procurement principle
- Strengthens internal control requirements
- Clarifies thresholds, roles, and delegated authority
- Establishes the governance foundation for the full procurement system

What the Governance Manual Does

- Defines core governance principles
- Clarifies roles and responsibilities
- Establishes expectations for stewardship, competition, transparency, and ethics
- Connects ordinance requirements to day-to-day operations
- Supports annual review, version control, and consistent policy maintenance

What Will Change in Practice

- Departments will operate under one consistent procurement framework
- Method selection and approvals will be clearer
- Procurement files will be more complete and audit-ready
- Vendor interactions will be more controlled and transparent
- Contract oversight will be more intentional
- Planning will happen, reducing reactive purchasing

What Will Change in Practice

Current System
Procurement decisions often focused primarily on:
Lowest price
Basic compliance with thresholds
Limited structured evaluation of vendor capability

Proposed System
Best Value allows evaluation of:
Price
Technical capability
Experience and qualifications
Delivery timelines
Service quality
Risk to the City

- Purchasing function was viewed primarily as an **administrative compliance checkpoint**
- This aligns Lawrenceville with national standards used by **GFOA and NIGP professional procurement organizations.**

What This Means

- More consistency in how City purchases are made
- Stronger stewardship of public funds
- Better documentation and clearer accountability
- Lower operational and reputational risk
- A procurement environment that better matches the City's growth and complexity

What This Means

Current System
Procurement responsibilities were distributed across departments with varying levels of oversight:
Different interpretations of procurement methods
Limited guidance on quote standards
Inconsistent documentation across departments

Proposed System

The ordinance and governance manual establish clear authority and accountability:

Purchasing Director

- Determines procurement method
- Ensures vendor eligibility and compliance

Chief Financial Officer

- Oversees governance and internal controls
- Ensures financial integrity and segregation of duties

Departments

- Define operational needs and scopes
- Monitor vendor performance

Updates in the Ordinance

- Clear Procurement Methods and Thresholds
  - The ordinance establishes defined procurement methods and when each must be used, including micro-purchase, informal procurement, and formal competitive procurement.
- Competitive Procurement for Major Purchases
  - Purchases above the formal threshold require sealed bids or competitive proposals to ensure fair competition and transparency.

Updates in the Ordinance

- Delegated Approval Authority Structure
  - The ordinance establishes clear approval authority levels for Department Directors, Purchasing Director, CFO, and City Council.
- Centralized Procurement Oversight
  - The Purchasing Director is given exclusive authority to determine procurement methods and manage competitive solicitations to ensure consistency citywide. Proposed Purchasing Manual Gove

Updates in the Ordinance

- Best-Value Procurement Authority
  - The ordinance allows the City to evaluate vendors based on overall value—including qualifications, experience, and capability—not solely lowest price.
- Stronger Internal Control Requirements
  - The ordinance reinforces segregation of duties, approval controls, and documentation standards to protect public funds.

Updates in the Ordinance

- Formal Procurement Planning Requirements
  - Departments will prepare annual procurement plans to improve coordination, transparency, and scheduling of major purchases
- Vendor Ethics and Communication Standards
  - The ordinance establishes rules governing vendor communications, conflicts of interest, and evaluation committee conduct.

Updates in the Ordinance

- Expanded Documentation and Audit Readiness
  - Procurement files must document how purchases were made, how vendors were evaluated, and who approved the decision.
- Modernized Procurement Framework
  - The ordinance establishes the legal foundation for a four-tier governance structure:
  - Ordinance → Governance Manuals → SOPs → Templates and Tools.

Implementation Roadmap

- Phase 1: Stabilization — ordinance, manuals, SOP development, initial training
- Phase 2: System buildout — workflows, databases, vendor tools, planning framework
- Phase 3: Implementation and optimization — broader training, KPIs, audit sampling, continuous refinement
- This is a 12-month modernization effort, not a one-meeting fix.

Council Action Requested

- Review the updated procurement ordinance
- Support the governance framework that operationalizes it
- Enable the City to implement a stronger, more consistent procurement system

Closing

- The City responded to a point of concern with a broader commitment to institutional improvement.
- This update is designed to protect public resources, improve consistency, and strengthen confidence in how the City does business.
- We will continue to implement, train, monitor, and refine this framework with stewardship at the center.

Questions

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ARTICLE IX. PROCUREMENT[1]

DIVISION 1. GENERALLY

Sec. 2-251. Purpose and intent.

(a) **Short Title.**

This Article shall be known and may be cited as the "Lawrenceville Procurement Ordinance."

(b) **Purpose.**

The purpose of this Article is to establish a modern, transparent, ethical, and fiscally responsible procurement system that ensures the efficient acquisition of goods, services, and construction for the City. This Article sets forth the legal framework for procurement authority, competitive requirements, delegated approvals, internal controls, documentation standards, and contract governance.

(c) **Intent.**

The intent of this Article is to:

(a) Promote full and open competition except where a documented exemption or noncompetitive method is authorized under this Article;

(b) Authorize the use of **Best Value procurement** as a legally recognized method for awarding contracts;

(c) Strengthen and maintain transparency, accountability, integrity, and public confidence in the City's procurement processes;

(d) Establish a procurement system aligned with recognized national standards of practice, including those of the Government Finance Officers Association (GFOA) and the National Institute of Governmental Purchasing (NIGP);

(e) Implement internal control safeguards that protect the City from fraud, waste, abuse, conflicts of interest, and unauthorized commitments;

(f) Ensure that procurement activities are conducted in an efficient, fair, and ethical manner that reflects the City's values and fiduciary responsibilities;

(g) Provide the governance foundation for a Tiered Procurement System consisting of this Article (Tier 1), the Procurement Governance Manual (Tier 2), Standard Operating Procedures (Tier 3), and Templates, Forms, Checklist and Tools (Tier 4);and

(h) Align procurement activities with applicable federal, state, and local laws, including federally funded procurement requirements under 2 CFR 200 where applicable.

[1]Editor's note(s)—Ord. No. 2018-6, adopted May 7, 2018, repealed former Art. IX, §§ 2-251—2-282, and enacted a new Art. IX as set out herein. Former Art. IX pertained to similar subject matter and derived from Ord. No. 2016-18; Ord. No. 2016-29, 12-5-2016; Ord. No. 2017-32, 12-4-2017.

State law reference(s)—Contracts by political subdivision concerning procurement of federal equipment, supplies or property, O.C.G.A., § 50-16-81; local political subdivisions purchased through state, O.C.G.A., § 50-5-100 et seq.; local authorities' preference for products produced in Georgia, O.C.G.A. § 50-5-61.

(d) **Governance structure.**

This Article establishes a four-tier procurement governance system designed to ensure clarity, consistency, accountability, and compliance across all procurement and contracting activities of the City. The tiers are defined as follows:

(a) **Tier 1 — Procurement Ordinance:** Tier 1 consists of this Article as adopted by the City Council. It establishes the legal framework for the City's procurement system, including roles and authorities, procurement methods, competition requirements, internal control principles, contract governance standards, and special provisions. Tier 1 requirements shall prevail over all other procurement documents.

(b) **Tier 2 — Procurement Governance Manual:** Tier 2 consists of the governance-level policies approved by the Chief Financial Officer that implement this Article. Tier 2 defines the City's procurement governance rules, including delegation matrices, thresholds, method determination criteria, evaluation frameworks, internal control requirements, vendor responsibility standards, planning requirements, reporting structures, and risk-management expectations. Tier 2 provides policy-level detail without dictating step-by-step procedures.

(c) **Tier 3 — Standard Operating Procedures (SOPs):** Tier 3 consists of the operational procedures approved by the Purchasing Director and Chief Financial Officer. SOPs establish the required workflows, forms, routing, communication protocols, evaluation procedures, documentation requirements, timelines, and detailed steps necessary to carry out procurement activities in compliance with Tiers 1 and 2. SOPs guide day-to-day execution and operational consistency.

(d) **Tier 4 — Templates, Forms, Checklists, and Tools:** Tier 4 consists of the templates, forms, checklists, job aids, and system-based tools used to implement the SOPs. Tier 4 ensures standardization, accuracy, and efficiency in procurement processes and supports consistent application of procedures across departments.

No Tier 2, Tier 3, or Tier 4 document may conflict with or supersede the requirements of this Article. In the event of any conflict between this Article and any procurement-related policy, manual, procedure, or other governance document, the provisions of this Article shall control.

Sec. 2-2512. Procurement principles.~~Purpose.~~

~~The purpose of the City of Lawrenceville Procurement Ordinance is to:~~

~~(1) Manage the procurement process in accordance with the law;~~

~~(2) Spend tax payers' money wisely, efficiently, and fairly;~~

~~(3) Meet the needs of City departments through continuous improvement of purchasing systems and procedures;~~

~~(4) Establish a comprehensive plan for the purchase of goods and services for the City and its departments;~~

~~(5) Protect against fraud and favoritism by providing fair and equitable treatment of all persons and entities involved in public purchasing;~~

~~(6) Ensure that all segments of the business community are encouraged to contract with the City for goods and services;~~

~~(7) Maximize the purchasing value of public funds in procurement, to the fullest extent practicable, while giving consideration to the lifetime cost as well as other factors needed to determine the best overall interest to the City;~~

~~(8) Provide safeguards for the maintenance of a procurement system of quality and integrity; and~~

~~(9) Provide guidelines for purchasing equipment, materials, supplies, and services for the operational requirements of the City of Lawrenceville that insure competitive and unbiased selection of vendors.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

All procurement activity conducted on behalf of the City shall be guided by the following principles:

(a) **Best Value.** Procurement decisions shall be based on a determination of Best Value, which may include price, quality, experience, technical merit, delivery, service, and risk.

(b) **Competition.** Competition shall be promoted to the maximum practicable extent to ensure fairness, transparency, and sound stewardship of public resources.

(c) **Transparency.** Procurement records, processes, and decisions shall be accessible and documented in accordance with this Article and the City's records policies.

(d) **Accountability.** All employees and officials involved in procurement share responsibility for compliance with this Article, internal controls, and applicable laws.

(e) **Integrity.** Procurement activities shall be conducted ethically and free from conflicts of interest, favoritism, undue influence, or improper vendor communication.

(f) **Stewardship.** Public funds shall be used efficiently and effectively, with consideration of total lifecycle cost and long-term impacts.

(g) **Equity and fairness.** All vendors shall be afforded fair and equal opportunity to compete.

(h) **Professionalism.** The City shall maintain a procurement function that reflects professional standards of conduct and best practices.

(i) **Vendor Preference.** The City does not apply local vendor preference unless expressly authorized by ordinance.

(j) **Informal Competition:** Informal competitive procurement shall require documented competitive efforts as defined in the Procurement Governance Manual.

Sec. 2-25~~2~~3. ~~Definitions.~~ **Scope and applicability.**

~~*Absolute value* means the numerical value of an acquisition or change order request without regard to its sign.~~

~~*Best and final offer* means, in competitive negotiation, the final proposal submitted after negotiations are completed that contains the vendor's most favorable terms for price and services or products to be delivered.~~

~~*Bid* means submission of information from a bidder that describes the bidder's commodities or services, and any other information necessary to respond to the specifications and other requirements set forth in an Invitation to Bid.~~

Brand name or equal specification means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

Brand name specifications means a specification limited to one or more items by manufacturers' names or catalogue numbers.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change order means a written order signed by a person authorized to act on behalf of the City directing the contractor to make changes that the "Changes" clause of the contract authorizes.

Commodity means a discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.

Confidential information means any information which is available to an employee only because of the employee's status as an employee of the City and is not a matter of public knowledge or available to the public on request.

Contract means any agreement, purchase order, lease, or other document which creates or is intended to create binding reciprocal obligations including, without limitation, any document evidencing a bid or proposal award which has been accepted by the bidder.

Contractor means any person who is party to a contract.

Cooperative purchase means an arrangement whereby two or more public procurement units purchased from the same supplier using a single Invitation to Bid or Request for Proposal.

Intangible means incapable of being perceived by the senses.

Invitation to bid means all information and documentation disseminated by the City to solicit bids.

Offeror means any person who has submitted a bid or proposal to the City or otherwise offered to form a contract with the City.

Person means any individual or legal entity.

Professional service means a service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgement, discretion, and knowledge, including, without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government.

Proposal means submission of information from a proposer (including a consultant) which states how that proposer intends to fulfill the specifications and other requirements described in a Request for Proposal.

Qualified products list means an approved list of supplies, services or construction items described by model or catalogue numbers, which prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Request for Proposals means all information and documentation disseminated by the City to solicit proposals.

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements, and the experience, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive bidder means a person who has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation to bids or Request for Proposals.

~~*Services* means the furnishing of labor, time or effort by a contractor that is not intended to accomplish the delivery of a specified tangible product other than reports which are merely incidental to the required performance, including, without limitation, a professional or consulting service.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

(a) **Applicability.**
This Article applies to all procurement, contracting, and related activities conducted by or on behalf of the City, regardless of funding source, department, or contract type.

(b) **Covered personnel.**
This Article applies to all officers, employees, elected officials, agents, consultants, evaluation committee members, contract managers, and any other individuals involved in City procurement activities.

(c) **Covered activities.**
This Article includes all activities related to procurement planning, method determination, solicitation, evaluation, negotiation, award, contract management, change order processing, vendor performance management, receiving and acceptance, invoice verification, payment processing, and surplus disposition.

(d) **Relationship to other Articles and laws.**
Where conflicts occur, federal requirements shall govern federally funded procurements; state law shall govern where required; and otherwise, this Article shall control. Other City policies may supplement but shall not supersede this Article unless expressly authorized by City Council.

(e) **Federal procurement requirements.**
For procurements funded in whole or in part with federal funds, all federal procurement standards — including but not limited to 2 CFR 200 — shall apply to the extent required and shall supersede any conflicting provisions of this Article.

Sec. 2-25~~33~~34. Definitions.~~Eligibility.~~

For the purposes of this Article, the following terms shall have the meanings set forth below. Terms not defined herein shall have their plain and ordinary meaning, unless defined in state or federal law.

Addendum or Addenda: A written or electronic modification to a solicitation issued by the Purchasing Director before the submission deadline.

Annual Procurement Report: The annual report prepared under Sec. 2-287 summarizing the City's procurement activity.

Best Value: The overall combination of quality, price, experience, capability, service, delivery, and other factors that provide the greatest benefit to the City, as determined in accordance with this Article.

Bid: A response submitted to an Invitation to Bid (ITB) containing pricing and other information required for competitive sealed bidding.

Bidder: A vendor submitting a bid in response to an ITB.

Change Order: A written modification to a contract, including amendments, adjustments, or revisions to scope, quantities, pricing, terms, or schedule.

City: The City of Lawrenceville, Georgia.

Competitive Sealed Bid or Invitation to Bid (ITB): A formal procurement method where award is made to the lowest responsive and responsible bidder based on clearly defined specifications.

Competitive Sealed Proposal or Request for Proposals (RFP): A formal procurement method that evaluates proposals using Best Value criteria, including price and non-price factors.

Contract Manager: A City employee designated by a Department Director or formally designated written designee to monitor contract performance, verify deliverables, assess invoices, and escalate issues.

Contractor or Vendor: An individual, firm, or entity providing goods, services, or construction to the City under a contract or purchase order.

Cooperative Purchasing: A procurement method that uses another governmental entity's competitive solicitation or contract when permitted by law and determined to be in the City's best interest.

Department Director: The official responsible for managing a City department and ensuring departmental compliance with this Article.

Department Liaison: A departmental employee assigned to coordinate procurement activities, documentation, and communication between the department and the Purchasing Division.

Emergency Procurement: A procurement conducted under conditions in which immediate action is required to protect public health, safety, welfare, critical operations, or property and where the delay required for competitive procurement would materially worsen the situation in accordance with Sec. 2-273.

Enterprise Resource Planning (ERP) System:
The City's official financial and procurement system of record used to initiate, process, document, approve, and maintain procurement and purchasing transactions, including requisitions, purchase orders, contracts, receiving, and payment activities.

Evaluation Committee: The group of individuals appointed to evaluate bids, proposals, qualifications, or vendor submissions in accordance with this Article and applicable SOPs.

Formal Procurement: A competitive sealed bid (ITB) or competitive sealed proposal (RFP) process required when the procurement exceeds the City's formal threshold or when otherwise determined appropriate by the Purchasing Director.

Informal Procurement: A competitive procurement method for purchases above the micro-purchase threshold and below the formal procurement threshold.

Micro-Purchase: A small-value procurement below the micro-purchase threshold established by the City, State, and F?ederal law, intended for routine or low-risk goods or services.

Method Determination: The exclusive authority of the Purchasing Director to select the appropriate procurement method for each procurement action.

Notice to Proceed (NTP): A written authorization issued by the Purchasing Director indicating that a vendor may begin work under a contract or purchase order.

Procurement File: The complete set of documents for a procurement action, maintained in the City's Enterprise Resource Planning (ERP) system and containing all required documentation listed in this Article.

Professional Services: Services involving specialized knowledge, technical expertise, or professional judgment, including but not limited to engineering, architecture, surveying, and other services requiring Qualifications-Based Selection when mandated by law.

Purchase Order (PO): A legally binding document issued by the City to authorize a vendor to provide goods or services.

Purchasing Director (PD): The official responsible for operational procurement management, method determination, solicitations, vendor responsibility, and compliance with this Article.

Qualifications-Based Selection (QBS): A procurement method evaluating firms solely on the basis of qualifications for the purpose of awarding or establishing a pool of qualified vendors for professional services, where price is negotiated after ranking.

Quiet Period: The period beginning on the date a solicitation is issued and ending upon final contract award or cancellation of the solicitation, during which communication between vendors and City officials or employees regarding the active solicitation is restricted.

Responsible Vendor: A vendor with the capability, integrity, and reliability to perform successfully under contract conditions.

Responsive: Conforming in all material respects to the requirements of a solicitation.

Scope of Work or Specifications: A written description of the goods, services, or construction required, including performance requirements, deliverables, and standards.

Sole Source Procurement: A noncompetitive procurement method used when only one responsible vendor is capable of providing the required goods or services, in accordance with Sec. 2-272.

Suspension: A temporary restriction imposed by the Purchasing Director prohibiting a vendor from participating in City procurements.

Debarment: The action taken by the CFO to prohibit a vendor from participating in City procurements for a defined period due to serious misconduct or performance failures.

Unauthorized Commitment: Any agreement, promise, or action by an employee or official that binds the City financially or contractually without proper authority.

Vendor Pool or **Qualified Vendor Pool**: Is a list of vendors established through a qualifications-based selection process and eligible for assignment of work in accordance with this Article and applicable SOPs.

~~Every new contractor, and any subcontractor that a contractor hires, must register with the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in order to be eligible to perform work for the City. Contracts between the City and contractors, and between the contractors and their subcontractors, must be accompanied by sworn affidavits attesting to the affiant's registration with E-Verify and compliance with E-Verify's citizenship requirements. This requirement shall apply to all contracts for the physical performance of services for all labor or service contracts that exceed $2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

~~State law reference(s) — Political subdivisions required to use E-Verify, O.C.G.A. § 13-10-91.~~

Sec. 2-2545. ~~State income tax withholding.~~ Ethics, conflicts of interest, and standards of conduct[C

(a) Incorporation of City Code of Ethics.

All individuals involved in procurement activities shall comply with the City of Lawrenceville Code of Ethics (Sec. 2-2 of this Code), as may be amended. The provisions of the City Code of Ethics are incorporated herein by reference and apply fully to all procurement activities conducted under this Article.

To the extent that general ethics provisions, including but not limited to conflicts of interest, gift prohibitions, disclosure requirements, and standards of conduct apply to procurement activities, those provisions shall control.

The requirements of this Section supplement, and do not replace or conflict with, the City Code of Ethics.

(b) **Procurement-Specific Ethical Obligations.**

In addition to compliance with the City Code of Ethics, all employees, officials, evaluation committee members, department liaisons, contract managers, and any other individuals participating in procurement activities shall:

(1) Avoid actual, potential, or perceived conflicts of interest in procurement decisions;

(2) Disclose any procurement-related conflict of interest in writing to the Purchasing Director and Chief Financial Officer prior to participation in the procurement activity;

(3) Recuse themselves from procurement activities where impartiality may be compromised;

(4) Safeguard confidential procurement information, including bids, proposals, evaluations, scoring materials, vendor trade secrets, and internal deliberations;

(5) Refrain from improper communication with vendors during the quiet period as defined in this Article and applicable SOPs; and

(6) Immediately report suspected procurement misconduct, fraud, collusion, or unauthorized commitments to the Purchasing Director and Chief Financial Officer.

(c) **Prohibited conduct.**

Prohibited conduct includes:

(1) Bid splitting to avoid competition requirements;
(2) Steering work to preferred vendors;
(3) Restrictive specifications without justification;
(4) Disclosure of confidential bid or proposal information;
(5) Unauthorized commitments or agreements;
(6) Manipulation of evaluation scores or methods; and
(7) Any other conduct that undermines competition, fairness, or transparency.

(c) Vendor Standards of Conduct.

Vendors participating in City procurement shall:

(1) Comply with the City Code of Ethics as applicable;

(2) Avoid attempting to improperly influence procurement decisions;

(3) Refrain from offering gifts, gratuities, favors, or anything of value prohibited by City policy or ordinance;

(4) Avoid collusion or anti-competitive practices;

(5) Refrain from contacting City officials, employees, or elected officials outside the authorized procurement channel during active solicitations.

Violations may result in disqualification, suspension, debarment, contract termination, recovery of funds, or referral for legal action.

(d) Consequences of Violations.

Violations of this Section or the City Code of Ethics in connection with procurement activities may result in:

- Disciplinary action under applicable Human Resources policies;
- Removal from procurement responsibilities;
- Revocation of system access;
- Vendor disqualification, suspension, or debarment;
- Contract termination;
- Recovery of funds; or
- Referral to the City Attorney or law enforcement when appropriate.

~~The City will withhold six percent of any contractor or subcontractor's compensation for State income tax if the contractor or subcontractor fails to provide a taxpayer identification number, fails to provide a correct taxpayer identification number, or provides a taxpayer identification number issued for nonresidents.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

DIVISION 2. ROLES AND AUTHORITIES

Sec. 2-256. Procurement thresholds.

~~**Sec. 2-255. Competitive sealed bidding.**~~

(a) Purpose.

Procurement thresholds establish the competitive requirements and method boundaries applicable to all procurement activities conducted on behalf of the City.

(b) Procurement thresholds.

The following thresholds apply to the selection of procurement methods and competition requirements, unless otherwise required by law:

(1) **Micro-purchase threshold — $0 to $2,500.00.**

Micro-purchases may be made without obtaining competitive quotes when the price is reasonable and the purchase is documented in the City's ERP system.

(2) **Informal procurement threshold — $2,500.01 to $125,000.00.**

Informal procurement methods shall be used for purchases above the micro-purchase threshold and at or below the formal procurement threshold. Informal procurements shall obtain competition through methods approved by the Purchasing Director and consistent with applicable SOPs.

(3) Formal procurement threshold — above $125,000.00.

Purchases exceeding $125,000 shall require a competitive sealed bid (ITB) or competitive sealed proposal (RFP), unless an authorized noncompetitive method is approved under this Article.

(c) Relationship to approval authority.

(1) Micro-Purchase: Department Director or formally designated written designee

(2) Informal Procurement:

a. Purchasing Director: $2,500.01 to $25,000.00

b. CFO: $25,000.01 to $75,000.00

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c. City Manager: $75,000.01 to $125,000.00

(3) Formal Procurement:

a. City Council

(d) Cumulative value.

Thresholds shall be applied to the total anticipated value of the procurement, including all options, renewals, amendments, and reasonably foreseeable obligations. Determination of cumulative value shall be made by the Purchasing Director.

(e) Change Order Limitation.

No contract amendment or change order shall be approved if the cumulative value of the contract, including all amendments and change orders, exceeds the formal procurement threshold unless the procurement complies with all requirements applicable to that threshold and receives the appropriate level of approval authority.

(f) Material Change Order Limitation.

No contract amendment or change order, or series of amendments or change orders, shall be approved if the cumulative value of such modifications exceeds the formal procurement threshold without approval by the City Council.

(g) Prohibition on artificial division.

Procurement requirements shall not be divided, sequenced, or structured to avoid competitive thresholds or procurement method requirements.

(h) Updates.

Procurement thresholds may be amended by ordinance as authorized by the City Council.

~~(a) *Conditions for use.* All contracts of the City over $100,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in sections 2-256 through 2-263.~~

~~(b) *Invitation for bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.~~

~~(c) *Public notice.* Adequate public notice of the invitation for bids shall be given a reasonable time, not less than 15 calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation a reasonable time prior to the bid opening. The public notice shall state the place, date, and time of the bid opening.~~

~~(d) *Receipt of bid.* No written bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Invitation to Bid. All bids shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City.~~

~~(e) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid together with the name of each bidder shall be recorded. The record shall be open to public inspection in accordance with state law.~~

~~(f) *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation unless it is set forth in the invitation for bids.~~

~~(g) *Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:~~

~~(1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or~~

~~(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure.~~

~~All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Manager.~~

~~(h) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid exceeds available funds as certified by the appropriate fiscal officer, and such bid does not exceed such funds by more than five percent, the Purchasing Manager is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.~~

~~(i) *Multi-step sealed bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.~~

~~(j) *Tie bids.* In the event two responsive bids are tied for the lowest price and the other terms and conditions of the two bids are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has a current City business license and office located within the boundaries of the City of Lawrenceville. If both or neither of the tied bidders are local firms, the Purchasing staff shall request the firms' best and final offers, and the award shall be to the lowest bid. If both firms have the same price after best and final offer, then the bid award shall be made to the winner of a coin toss by Purchasing staff in a public session. Bidders will be invited to attend and one or more witnesses may be present.~~

~~(k) *Approval by City Council.* All contracts exceeding $100,000.00 shall be approved by City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to $300,000.00.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2021-6, 5-24-2021)~~

Sec. 2-25~~68.~~ City Council authority. ~~Competitive sealed proposals.~~

(a)

(a) **Policy authority.**

The City Council is the governing body responsible for establishing procurement policy for the City and for adopting this Article as the foundation of the City's procurement governance system.

(b) **Approval of contracts.**

The City Council shall approve all contracts, agreements, and procurements that exceed the Council approval threshold established by ordinance or law.

(c) **Oversight.**

The City Council shall receive the Annual Procurement Report required under Sec. 2-283 and may request additional information regarding procurement activities to ensure transparency, accountability, and alignment with City priorities.

(d) **Delegation.**

The City Council may delegate procurement authority as provided in this Article and shall retain the authority to modify delegated responsibilities at its discretion.

(e) **Stormwater Board Delegated Authority.**

Notwithstanding other provisions of this Article, the Stormwater Board is authorized to approve procurement actions, contracts, and expenditures for Stormwater-related projects up to an amount of $300,000 per project, provided such actions are:

(1) within the legally adopted scope and authority of the Stormwater Board;
(2) funded through Stormwater-designated revenues or funds; and
(3) conducted in full compliance with the state law and this Article and all applicable procurement requirements.

Procurement actions approved under this subsection shall not require separate City Council approval unless otherwise required by law.

~~*Conditions for use.* When the Purchasing Manager determines that the use of competitive sealed bidding or other procurement methods is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.~~

~~(b) *Public notice.* Public notice shall be advertised as required by Georgia law. The public notice shall contain a general description of the item or service to be purchased, shall state the location where documents may be obtained and the date, time and place of proposal receipt. Notice of any required bonding and insurance shall be included in the public notice.~~

~~(c) *Receipt.* No written proposal shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Request for Proposals. All proposals shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall under no circumstances be eligible for consideration by the City.~~

~~(d) *Opening proposals.* Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Proposals. The name of each Proposer shall be announced.~~

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(e) *Proprietary information.* Information submitted by a Proposer that is specifically marked "proprietary" shall not be disclosed outside of the Purchasing Department without prior notification to the Proposer. The City of Lawrenceville is required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. and therefore may not be able to protect information submitted in any response. Entire proposals may not be deemed "proprietary."

(f) *Evaluation.* Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the Request for Proposals. With the approval of the Purchasing Associate named in the solicitation, the evaluating team may communicate with each proposer to clarify and amplify each Proposer's proposal. No information concerning any other Proposer's proposal shall be communicated in any way to the Proposer. Additional information may be requested of Proposers. The Purchasing Department will initiate such requests.

(g) *Discussion with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to ensure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

(h) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

(i) *Approval by City Council.* All contracts exceeding $100,000.00 shall be approved by the City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to $300,000.00.

(Ord. No. 2018-6, 5-7-2018; Ord. No. 2021-6, 5-24-2021)

Sec. 2-25~~7~~8. City Manager authority~~Informal purchases~~.

(a) **Executive authority.**
The City Manager is responsible for the administration and execution of all procurement activities carried out on behalf of the City, consistent with this Article and all applicable laws.

(b) **Contract approval.**
The City Manager may approve contracts, amendments, and renewals that fall within delegated authority limits established by the City Council.
Any contract action that results in the cumulative value exceeding the City Manager's delegated authority shall require approval at the appropriate higher level of authority.

(c) **Operational guidance.**
The City Manager may issue administrative directives, procedures, or expectations to departments as necessary to implement this Article and ensure compliance with procurement laws and policies.

(d) **Emergency procurement.**
The City Manager may authorize emergency procurement actions in accordance with Sec. 2-273 when immediate action is required to protect public health, safety, welfare, critical operations, or property and where the delay required for competitive procurement would materially worsen the situation.

(e) **Delegation**
The City Manager may provide delegated authority to some or all the position's authority through written communication to the Purchasing Director.

~~(a) *Conditions for use.* Those purchases anticipated to be under $100,000.00 that do not justify the administrative time and expense for the conduct of competitive sealed bids or proposals. The Purchasing Manager is authorized to establish the methods and procedures to be used in handling informal purchases such as, but not limited to, telephone requests, e-mail requests, or informal written requests. Unless otherwise specifically provided, such purchases will be obtained competitively through informal written solicitations.~~

~~(b) *General.* Procurements that involve amounts less than $100,000.00 do not require a formal sealed bid/proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement and the best interest of the City. The formal sealed bid/proposal process may still be exercised with an informal purchase if deemed in the best interest of the City.~~

~~(c) *Prohibition of improper use.* Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals or applicable approvals.~~

~~(d) *Small purchases of $2,500.00 or less.* The City Manager shall adopt operational procedures for making small purchases of $2,500.00 or less. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchases made.~~

~~(e) *Approval by City Council.* Regardless of procurement method, all purchases exceeding $100,000.00 shall be approved by City Council. Once the purchase has been approved by the City Council, all expenditures made in accordance with the terms of the purchase are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to $300,000.00.~~

~~(f) *Approval by City Manager.* Regardless of procurement method, all purchases between $10,000.01 and $100,000.00 shall be approved by the City Manager or his/her designee.~~

~~(g) *Approval by Purchasing Manager.* Regardless of procurement method, all purchases between $2,500.01 and $10,000.00 shall be approved by the Purchasing Manager.~~

~~(h) *Approval and signing of contracts.* Contracts and agreements required by a purchase of less than $100,000.00 shall be authorized to be approved and signed by the Purchasing Manager for values of $10,000.00 or less and the City Manager for purchases over $10,000.00. Contracts for purchases over $100,000.00 require City Council approval prior to signing. All contracts shall be drafted or reviewed by the city attorney and signed by the city attorney to indicate such drafting or review.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2021-6, 5-24-2021; Ord. No. 2022-1, 1-26-202; Ord. No. 2024-8, § 25, 5-22-2024)~~

Sec. 2-2589. Chief Financial Officer authority.~~Exemptions.~~

(a) **Governance oversight.**
The Chief Financial Officer (CFO) is responsible for financial oversight of the City's procurement system and serves as the City's chief procurement governance official.

(b) **Internal controls.**
The CFO shall establish, monitor, and enforce internal control requirements applicable to procurement processes, including segregation of duties, system access, financial verification, and compliance with applicable laws.

(c) **Financial approval authority.**
The CFO shall approve procurement actions, contracts, amendments, or other obligations that exceed the Purchasing Director's delegated authority or that require financial validation under this Article or the Procurement Governance Manual.

(d) **Sole source and noncompetitive procurement oversight.**
The CFO shall review and approve noncompetitive procurement actions above the informal threshold and any sole source procurements requiring financial, legal, or operational verification.

(e) **Governance document approval.**
The CFO shall approve all Tier 2 (Procurement Governance Manual) and Tier 3 (Standard Operating Procedures) procurement documents prior to issuance.

(f) **Annual reporting.**
The CFO shall oversee preparation of the Annual Procurement Report and shall report procurement performance, compliance, and trends to the City Manager and City Council.

(g) **Delegation**
The CFO may provide delegated authority to some or all the position's authority through written communication to the Purchasing Director.

~~(a) Professional services are exempt from the provisions of this purchasing policy. The term "professional services" shall mean services rendered by accountants, engineers, architects, physicians, lawyers and other professions as defined by the laws of the State of Georgia.~~

~~(b) Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.~~

~~(c) Dues and membership fees.~~

~~(d) Public works construction contracts to the extent governed by O.C.G.A. § 36-91-1 et seq.~~

~~(e) Advertisements and legal advertisements that are required by law to publicly advertise meetings or actions in the legal organ.~~

~~(f) Intangible repairs that are cost prohibitive to seek competitive quotations.~~

~~(g) Subscriptions.~~

~~(h) Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage.~~

~~(i) Training, travel, lodging or meal expense covered by other City policies and regulations.~~

~~(j) Entertainment services for City-sponsored events.~~

~~(k) Proprietary maintenance and software agreements.~~

~~(l) Works of art or other creative/artistic endeavors that require a demonstrated skill or talent to include, but not limited to, artists, musicians, and writers.~~

~~(m) The procurement of employee benefits that are procured through a quotation and negotiating process conducted by an expert on behalf of the City (i.e., broker).~~

~~(n) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.~~

~~(o) Sponsorships as a promotion of the City and approved by the City Manager. Sponsorships shall have a specific line item in the budget and any expenditures shall not exceed the amount budgeted unless approved by the Council.~~

~~Nothing in this section relieves the responsibility of compliance with the approval limits as established in this article.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2022-1, 1-26-2022; Ord. No. 2024-8, § 26, 5-22-2024)~~

Sec. 2-2~~59~~60. Purchasing Director authority~~Sole source procurement~~.

(a) **Operational procurement authority.**
The Purchasing Director (PD) is responsible for the administration, management, and operational execution of the City's procurement processes in accordance with this Article.

(b) **Method determination.**
The PD has exclusive authority to determine the appropriate procurement method for all City procurements, subject to federal and state laws and regulations, including the authority to escalate a procurement to a more competitive method when necessary to ensure fairness, transparency, or Best Value. The Purchasing Director's determination of procurement method shall be binding and may not be overridden by any department or employee except through written authorization of the Chief Financial Officer.

(c) **Solicitation and competitive processes.**
The PD shall develop, issue, manage, and administer all formal and informal solicitations, including Invitations to Bid, Requests for Proposals, Requests for Qualifications, and other procurement methods authorized by this Article.

(d) **Vendor responsibility and eligibility.**
The PD shall determine vendor responsibility; manage vendor performance records; oversee suspension processes; maintain vendor rosters; and ensure equitable access for vendors.

(e) **Documentation and compliance.**
The PD shall ensure that procurement files are accurate, complete, and documented in the City's ERP system, and may deny or return any procurement request that does not comply with this Article or governing documents.

(f) **Training.**
The PD shall provide or coordinate procurement training for departments, department liaisons, and evaluation committees consistent with this Article and applicable SOPs.

~~Based upon evidence that a particular commodity or service may be obtained from only one source and no similar commodity or service available from a different source will adequately meet an acquiring department's requirements and specifications, the City Manager may decide that the commodity or service be purchased sole source or by brand name based upon supporting documentation from the requesting department. Supporting documentation will be reviewed by the Purchasing Department and findings will be presented to the City Manager. Requesting department shall present any sole source procurement over $50,000.00 for approval by the City Council in an officially called public meeting. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification number of each contract file.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-26~~0~~1. Department Directors or formally designated written designee~~Emergency procurements~~.

(a) **Responsibility for departmental procurement.**
Department Director or formally designated written designee are responsible for ensuring departmental compliance with this Article and for overseeing procurement activities conducted within their areas of responsibility.

(b) **Requisition approval.**
Department Director or formally designated written designee shall review and approve requisitions prior to submission to the Purchasing Director and shall ensure that funding is available.

(c) **Scope and specification development.**
Department Director or formally designated written designee shall ensure that solicitations and requisitions are supported by accurate and fair scope-of-work documents or specifications that reflect operational needs without restricting competition.

(d) **Assignment of liaisons and contract managers.**
Department Director or formally designated written designee shall assign Department Liaisons and Contract Managers to support procurement processes, documentation, and contract oversight in accordance with SOPs.

(e) **Training and compliance.**
Department Director or formally designated written designee shall ensure that departmental personnel complete required procurement training and adhere to procurement procedures.

(f) **Performance oversight.**

Department Director or formally designated written designee are responsible for monitoring vendor and contract performance and ensuring timely escalation of issues to the Purchasing Director.

~~Notwithstanding any other provisions of this article, the City Manager may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, safety, or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file and shall be submitted for approval to the City Council as a consent agenda item at the next meeting following the emergency procurement. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-26~~11~~12. Department Liaisons~~Cooperative purchases~~.

(a) **Role.**

Department Liaisons serve as the primary operational contacts between their department and the Purchasing Division for procurement activities.

(b) **Responsibilities.**

Department Liaisons shall:

(1) Assist in preparing requisitions, scopes, and specifications;

(2) Coordinate departmental procurement documentation;

(3) Ensure required documents are uploaded into the ERP system;

(4) Communicate departmental needs to the Purchasing Division; and

(5) Support evaluation processes as required.

(c) **Restrictions.**

Department Liaisons shall not make purchasing commitments, negotiate with vendors, or authorize procurement actions on behalf of the City unless expressly delegated and approved in writing in accordance with this Article.

(d) **Delegation of Department Liaisons**

Department Directors assign Department Liaisons, with the consent of the Purchasing Director. The Purchasing Director may unassign Department Liaisons that violate or misuse procurement ordinances or procedures

(e) **Designation.**

Each Department Director may designate one or more Department Procurement Liaisons to coordinate procurement activities between the department and the Purchasing Division. Such designation shall be subject to the concurrence of the Purchasing Director.

(f) **Revocation of Designation.**

The Purchasing Director may suspend or revoke a Department Procurement Liaison designation, including associated system access or procurement privileges, upon determination that the Liaison has violated this Article, engaged in misuse of procurement processes, or failed to comply with adopted procurement policies or procedures.

~~The City may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the City. The sponsoring entity, whether federal, state, local, or non-profit must have performed a competitive procurement process and entered into a contract that stipulates allowance for other governmental entities to purchase from the supplier at the same price and under the same terms and conditions as extended to itself. If such arrangement has not been made a part of the contract, written permission from the sponsoring entity and the awarded supplier must be obtained. Documentation to substantiate this decision will be maintained by the Purchasing Department.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-26~~2~~3. Contract Managers~~Governmental and affiliated entity purchases~~.

(a) **Role.**

Contract Managers are responsible for monitoring and managing vendor performance throughout the contract lifecycle.

(b) **Duties.**

Contract Managers shall:

(1) Verify receipt of goods, services, or deliverables;

(2) Document vendor performance and maintain contract files;

(3) Review and validate invoices and recommend payment;

(4) Document and escalate vendor deficiencies or nonperformance; and

(5) Support renewal and amendment decisions by providing required performance evaluations.

(c) **Restrictions.**

Contract Managers shall not authorize changes to scope, pricing, or contract terms except as allowed under this Article and applicable SOPs.

~~The City may purchase services and incidental commodities from other federal, state or local governments, associations and non-profit organizations when determined to be in the best interest of the City. Documentation to substantiate this decision will be maintained by the Purchasing Division.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-26~~3~~4. Segregation of duties~~Change orders and contract modifications~~.

(a) **General rule.**

Segregation of duties is required to ensure the integrity of the City's procurement and financial processes. Segregation of duties shall be maintained between procurement planning, solicitation administration, contract performance verification, and payment authorization functions, except where operationally impracticable and compensating controls are documented.

(b) **Lifecycle separation requirement.**

To the extent practicable, no individual shall perform more than one of the following functions related to a procurement:

(1) Initiating a requisition;

(2) Determining the procurement method;

(3) Issuing or administering a solicitation;

(4) Receiving or accepting goods or services;

(5) Approving invoices; or

(6) Authorizing payment.

(c) **CFO oversight.**

The CFO may establish additional segregation requirements, compensating controls, or approval conditions based on risk, system limitations, operational needs, or audit findings.

(d) **System access.**

Access to procurement and financial modules within the City's ERP system shall be role-based and assigned in accordance with internal control principles.

~~(a) *General provisions.* Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the City Council. Once approved by City Council the amount of the contract shall be reset and additional change orders and contract modifications as hereinafter authorized shall use the new total value, including the original and any changes approved by Council, as the base amount of the contract.~~

~~(b) *City Manager authority.* The City Manager or his/her designee shall have authority to approve all purchases and change orders to purchase orders and contracts collectively up to an absolute value of $100,000.00 over the base amount as approved by City Council.~~

~~(c) *Purchasing Manager authority.* The Purchasing Manager shall have authority to approve all change orders to purchase orders and contracts up to an absolute value of $5,000.00.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2021-6, 5-24-2021)~~

DIVISION 3. PROCUREMENT METHODS AND COMPETITION

Sec. 2-265. Authorized procurement methods. ~~Sec. 2-264. Standardization.~~

(a) **Purpose.**

The City shall utilize procurement methods that promote full and open competition, ensure transparency, and support Best Value decision-making.

(b) **Authorized methods.**

The following procurement methods are authorized for use by the City:

(1) **Micro-purchases**, as defined in this Article;

(2) **Informal procurement**;

(3) **Competitive sealed bidding (Invitation to Bid or ITB)**;

(4) **Competitive sealed proposals (Request for Proposals or RFP)** using Best Value evaluation;

(5) **Qualifications-Based Selection (QBS)** for professional services where required by law or when used to establish qualified vendor pools;

(6) **Cooperative purchasing**, including the use of state contracts, intergovernmental agreements, and government purchasing cooperatives;

(7) **Sole source procurement**, where only one responsible vendor is available and properly justified; and

(8) **Emergency procurement**, as authorized by Section 2-273.

(c) **Exclusive use of listed methods.**

No procurement method other than those listed in subsection (b) may be used unless expressly authorized by this Article or applicable law.

(d) Right to Reject.

The City reserves the right to reject any and all bids, proposals, qualifications, or responses, in whole or in part; to waive minor informalities or irregularities; and to accept the response deemed most advantageous to the City, as determined in accordance with this Article.

~~For efficient operations, departments may standardize equipment or supplies. Requests to standardize equipment or supplies shall be submitted to the Purchasing Manager. The requests shall be submitted on the Request to Standardize form created by the Purchasing Manager. The Purchasing Manager shall review the request and document any alternatives not considered. The Request to Standardize Form and Purchasing Manager Review shall be submitted to the Chief Financial Officer to determine the financial impact. The Chief Financial Officer shall submit the Request to Standardize and financial implications to the City Manager for approval. If approved, the standardization shall be reviewed every seven years.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2024-8, § 27, 5-22-2024)~~

Sec. 2-265~~5~~6. Procurement method determination ~~Cancellation of invitations for bids or request for proposals~~.

(a) **Authority.**
The Purchasing Director shall have exclusive authority to determine the appropriate procurement method for each procurement, subject to federal and state laws and regulations consistent with thresholds, competition standards, and requirements established in this Article.

(b) **Department responsibilities.**
Departments are responsible for submitting complete and accurate requisitions, scopes, and specifications; however, determining how a procurement is conducted is the responsibility of the Purchasing Director.

(c) **Escalation of methods.**
The Purchasing Director may require use of a more competitive or formal method when necessary to ensure fairness, transparency, Best Value, compliance, or to mitigate risk.

(d) **Documentation.**
Procurement method determination shall be documented in the procurement file within the City's ERP system prior to issuance of any solicitation or procurement action.

(e) **Prohibition on circumvention.**
Splitting requirements or altering scopes for the purpose of avoiding competitive thresholds or procurement methods is prohibited.

~~An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the City. The reasons therefor shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-266~~7~~. Micro-purchases ~~Vehicle purchases~~.

(a) **Definition.**
Micro-purchases are small-value procurements below the established micro-purchase threshold, intended for routine or low-risk needs.

(b) **Requirements.**

Micro-purchases shall:

(1) Reflect reasonable prices based on market conditions;

(2) Be distributed equitably among qualified vendors to the maximum extent practicable;

(3) Be conducted in a manner that avoids favoritism; and

(4) Be documented in the ERP system.

(c) **Request-for-check.**

For micro-purchases, departments may utilize the request-for-check process consistent with Finance policies and applicable SOPs.

(d) **P-card use.**

P-cards may be used for micro-purchases only in accordance with the City's Purchasing Card Policy and internal controls.

~~Competitive procurement methods shall be used for all vehicle purchases. The Purchasing Director shall work with departments to determine the appropriate procurement method to ensure the best value for the City. Once the solicitation process is complete, the City Manager shall be authorized to approve the purchase of replacement and new vehicles as long as the total expenditure shall not exceed the cumulative approved budget amount in any fiscal year without seeking additional or specific approval of the City Council. For the purposes of this section, the term "vehicle" means automobiles, motorcycles, heavy equipment, heavy machinery, trailers and similar items.~~

~~(Ord. No. 2018-6, 5-7-2018; Ord. No. 2020-4, 8-24-2020)~~

Sec. 2-268. Informal procurement.

~~**Secs. 2-267—2-277. Reserved.**~~

(a) **Definition.**

Informal procurement applies to purchases above the micro-purchase threshold and below the formal procurement threshold established by the City.

(b) **Competition.**

Informal procurements shall require documented competitive efforts, including solicitation of multiple vendors where practicable, as defined in the Procurement Governance Manual and applicable SOPs. Vendor rotation practices shall be used to promote equity and reduce repeated awards to the same vendors.

(c) **Best Value.**

Informal procurements may consider Best Value factors, including quality, delivery, experience, and risk, in addition to price.

(d) **Documentation.**

All informal procurement actions shall be fully documented within the ERP system.

Sec. 2-269. Competitive sealed bidding (ITB).

(a) **Use.**

Competitive sealed bidding shall be used when:

(1) Specifications are clear and can be precisely defined;

(2) Price is the primary determining factor; and

(3) Competitive conditions exist among potential vendors.

(b) **Requirements.**

Competitive sealed bidding shall include:

(1) Public issuance of the ITB;

(2) A defined submission deadline;

(3) Public bid opening or other authorized opening procedure;

(4) Award to the lowest responsive and responsible bidder; and

(5) Documentation in the procurement file.

(c) **Rejection of bids.**

The Purchasing Director may reject all bids when in the best interest of the City.

Sec. 2-270. Competitive sealed proposals (RFP).

(a) **Use.**

Competitive sealed proposals shall be used when:

(1) Best Value analysis is appropriate;

(2) Evaluation criteria include both price and non-price factors; or

(3) Requirements cannot be sufficiently defined for competitive sealed bidding.

(b) **Evaluation.**

An evaluation committee shall review and score proposals using weighted criteria published in the solicitation.

(c) **Consensus scoring.**

Evaluations shall be conducted using a consensus scoring process in accordance with the Evaluation Manual.

(d) **Award.**

Award shall be made to the responsible offeror whose proposal represents the Best Value to the City.

(e) **Documentation.**

Evaluation materials, scoring summaries, and selection justification shall be included in the procurement file. Evaluation committee deliberations, scoring, consensus determinations, and conflict-of-interest disclosures shall be documented and retained in the procurement file in accordance with applicable SOPs.

Sec. 2-271. Qualifications-Based Selection (QBS) and qualified vendor pools.

(a) **Use of QBS.**

Qualifications-Based Selection shall be used for procurement of professional services where required by Georgia law or when the City elects to establish a qualified vendor pool for recurring or project-based needs.

(b) **Establishment of vendor pools.**

The City may establish qualified vendor pools through a QBS process. Vendors shall be ranked based on qualifications, experience, and capability.

(c) **Assignment of work.**

Assignments from a vendor pool shall be distributed fairly and equitably, documented in the procurement file, and based on qualifications, specialization, workload, and project needs.

(d) **Requalification.**

Vendor pools shall be periodically re-evaluated and re-established according to SOPs.

Sec. 2-272. Cooperative purchasing.

(a) **Authority.**

The City may utilize cooperative purchasing agreements, state contracts, intergovernmental contracts, or purchasing cooperatives when such use provides equal or better value to the City.

(b) **Verification.**

Before using a cooperative agreement, the Purchasing Director shall verify:

(1) Scope compatibility;

(2) Pricing competitiveness;

(3) Vendor responsibility; and

(4) CFO financial validation for significant expenditures.

a. Significant expenditure means any procurement action exceeding the informal procurement threshold established in Sec. 2-255.

(c) **Documentation.**

Cooperative purchasing files shall include evidence of verification and compliance with this Article.

Sec. 2-273. Sole source procurement.

(a) Sole source determinations shall be supported by written justification documenting the basis for exclusivity, market research conducted, and the reasons alternative sources are not available or practicable. Such documentation shall be retained in the procurement file.

(b) **Use.**

Sole source procurement may be used when only one responsible vendor is capable of providing the required goods or services.

(c) **Justification.**

A written justification is required and shall address:

(1) Unique capabilities;

(2) Compatibility requirements;

(3) Market research; and

(4) Operational necessity.

(d) **Approvals.**

Sole source procurements:

a. At or below the informal threshold shall require Purchasing Director approval;

b. Above the informal threshold shall require CFO approval; and

c. May require additional approvals if thresholds established by this Article are exceeded.

(e) **Transparency.**

All sole source procurements above the informal threshold shall be included in the Annual Procurement Report.

Sec. 2-274. Emergency procurement.

(a) Emergency procurement may be authorized only when an unforeseen circumstance presents an immediate threat to public health, safety, welfare, critical operations, or property, and where the delay required for competitive procurement would materially worsen the situation. Emergency procurement shall not be used to remedy conditions resulting from lack of planning.

(b) **Authority.**

The City Manager may authorize emergency procurement when immediate action is required to protect public health, safety, or welfare.

(c) **Requirements.**

To the extent practicable, emergency procurements shall seek competition and shall be documented with:

(1) Nature of the emergency;

(2) Vendor selected;

(3) Basis for selection; and

(4) Approved funding.

(d) **Post-event documentation.**

Emergency procurement files shall be completed within the timeframe established in SOPs.

(e) **Ratification**

If the total emergency procurement exceeds the City Manager's delegated approval authority or the Council approval threshold, the procurement shall be presented to the City Council for ratification at the next regular meeting.

Sec. 2-275. Competition and fairness standards for formal procurements.

(a) **General rule.**

All procurement actions shall be conducted in a manner that promotes fair and open competition consistent with this Article.

(b) **Prohibited practices.**

Prohibited practices include:

(1) Specifying brand-only or restrictive requirements without written justification;

(2) Sharing privileged or confidential information with vendors;

(3) Bid splitting;

(4) Steering vendors;

(5) Improper communication during the quiet period;

(6) Unfair application of criteria; and

(7) Any act that compromises competition or transparency.

(c) **Debriefings.**

Debriefings shall be conducted in accordance with the Evaluation Manual and may be provided upon request following award.

DIVISION 4. PROCUREMENT PLANNING, INTERNAL CONTROLS, AND DOCUMENTATION

Sec. 2-276. Annual procurement planning.

(a) **Purpose.**

Annual procurement planning ensures transparency, supports budgeting and scheduling, strengthens competition, enhances vendor participation, and improves coordination across City departments.

(b) **Departmental procurement plans.**

Each Department Director or formally designated written designee shall submit an annual procurement plan to the Purchasing Director in the format and timeframe established in the Procurement Governance Manual and SOPs.

(c) **Required content.**

Each procurement plan shall include, at minimum:

(1) Anticipated procurements for the upcoming fiscal year;

(2) Estimated cost for each procurement;

(3) Proposed funding sources;
(4) Planned solicitation method;
(5) Estimated solicitation and award timelines;
(6) Required contract duration; and
(7) Any multi-year or recurring needs.

(d) **Integration with budget cycle.**
Procurement planning shall be coordinated with the City's annual budget process. Departments shall ensure that anticipated procurements are aligned with approved budgets and capital planning documents.

(e) **Quarterly updates.**
Departments shall update procurement plans quarterly to reflect changes in operational needs, funding, or priorities.

(f) **Citywide Procurement Plan.**
The Purchasing Director shall develop a Citywide Procurement Plan using departmental submissions and shall provide the Plan to the CFO and City Manager.

(g) **Compliance.**
Failure to submit or update procurement plans may result in the delay of procurement actions until requirements are met.

Sec. 2-277. Internal controls and segregation of duties.

(a) **Purpose.**
Internal controls ensure the integrity, accountability, and transparency of the City's procurement system and protect the City from fraud, waste, abuse, and financial mismanagement.

(b) **Compensating controls.**
If system limitations or staffing constraints necessitate deviations from strict separation of duties, the CFO shall approve compensating controls and document them in the procurement file.

(c) **System access.**
Access to the City's ERP system shall be role-based and reflect proper segregation of duties. Employees shall not share login credentials.

(d) **Financial verification.**
The CFO shall establish policies, procedures, and checkpoints for financial verification, including budget availability, funding source validation, and appropriations compliance.

(e) **Fraud prevention and reporting.**
Employees involved in procurement activities must immediately report suspected fraud, abuse, unauthorized commitments, or procurement irregularities to the Purchasing Director and CFO. Any sustained irregularities shall be reported to the City Manager and City Attorney.

(f) **During the Quiet Period.**
a. All communications concerning the solicitation, evaluation criteria, pricing, scope, or award decision must be directed exclusively to the Purchasing Director or designated procurement official.
b. City officials and employees, including evaluation committee members, shall not engage in discussions with vendors regarding the pending solicitation except as authorized through the formal procurement process.

c. Vendors are prohibited from contacting any City official, employee, or elected official regarding the active solicitation except through the designated procurement contact.

The Quiet Period does not prohibit:

a. Communications necessary for the performance or administration of an existing contract between the City and a vendor, provided such communications do not involve discussion of the active solicitation;

b. Routine operational communications unrelated to the subject matter of the active solicitation; or

Any violation of Quiet Period restrictions may result in vendor disqualification, removal of an evaluation committee member, or other corrective action necessary to preserve the integrity of the procurement process.

Sec. 2-278. Procurement documentation and records.

(a) **Purpose.**

Procurement documentation ensures transparency, provides the legal and administrative history of procurement actions, and enables audit readiness.

(b) **Procurement file requirement.**

A procurement file shall be created and maintained for every procurement, regardless of method or dollar value.

(c) **Required documentation.**

Procurement files shall include documentation appropriate to the procurement method and shall, at minimum, include:

(1) Requisitions and funding verification;
(2) Scopes of work, specifications, or requirements;
(3) Method determination;
(4) Solicitation documents;
(5) Addenda, questions, and responses;
(6) Bids, proposals, or quotes received;
(7) Evaluation documentation;
(8) Award recommendations;
(9) Notices of award and notice to proceed;
(10) Insurance and bond documentation, where applicable;
(11) Contract documents and amendments;
(12) Receiving documentation;
(13) Invoice review and approvals; and
(14) Closeout documentation.

(d) **ERP system as system of record.**

The City's ERP system shall serve as the official system of record for procurement documentation. Procurement documents shall not be stored solely in email, personal drives, or departmental file systems.

(e) **Version control.**

All addenda, revisions, updated attachments, and clarifications issued during a solicitation shall be retained in the procurement file with clear versioning.

(f) **Electronic records.**

Electronic records shall be maintained in accordance with the City's records retention policy and applicable laws.

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~~*DIVISION 2. PROCUREMENT FOR FEDERAL AID HIGHWAY PROGRAM FUNDING PROJECTS*~~

Sec. 2-27~~8~~9. Vendor eligibility, responsibility, suspension, and debarment ~~Purpose~~.

(a) **Vendor eligibility.**
Vendors must meet all eligibility requirements established in this Article and applicable SOPs. Eligibility includes compliance with insurance, licensing, financial capacity, responsibility criteria, and any required certifications.

(b) **Responsibility determination.**
The Purchasing Director shall determine whether a vendor is responsible based on past performance, capability, integrity, and financial stability. Responsibility determinations shall be documented.

(c) **Suspension.**
The Purchasing Director may suspend a vendor for cause, including poor performance, safety violations, unethical behavior, failure to deliver, or other conduct inconsistent with City standards.

(d) **Debarment.**
The CFO may debar a vendor from participating in City procurements based on:
(1) Conviction of or civil judgment for fraud, theft, bribery, falsification or destruction of records, or other offenses indicating a lack of business integrity or honesty;
(2) Violation of federal, state, or local laws or regulations applicable to public contracting or procurement;
(3) Material misrepresentation or omission of information in a bid, proposal, or contract;
(4) Failure to perform in accordance with the terms of one or more contracts with the City, including default, termination for cause, or repeated failure to meet performance standards;
(5) Failure to pay subcontractors, suppliers, or employees in accordance with contractual or legal requirements;
(6) Engaging in collusion, bid-rigging, price-fixing, or other anticompetitive conduct;
(7) Attempting to improperly influence a procurement decision, including violations of ethical standards or quiet period requirements;
(8) Debarment, suspension, or ineligibility by another governmental entity; or
(9) Any other cause of such serious and compelling nature that it affects the vendor's present responsibility as a contractor.

(e) **SAM.gov compliance.**
Departments and the Purchasing Division shall confirm that vendors receiving federally funded awards are not listed on federal exclusion databases, including SAM.gov.

(f) **Notice and appeal.**
Vendors shall be provided written notice of suspension or debarment and may appeal in accordance with procedures established in SOPs.

(g) **Reinstatement.**
Vendors may request reinstatement after demonstrating corrective actions, improved performance, or changed circumstances as defined in SOPs.

(h) **Effect of suspension or debarment.**

Suspended or debarred vendors are not eligible for contract awards, renewals, or extensions during the effective period of the suspension or debarment.

~~The purpose of this chapter is to set forth the City of Lawrenceville Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

DIVISION 5. CONTRACTING RULES

Sec. 2-280. Contract formation and execution.

~~**Sec. 2-279. General policy.**~~

(a) **Requirement for written contracts.**

All procurements resulting in contractual obligations shall be documented through a written contract, purchase order, or other legally binding agreement approved in accordance with this Article.

(b) **Contract elements.**

All City contracts shall include, as applicable:

(1) Scope of work, specifications, or deliverables;

(2) Compensation, payment terms, and pricing structure;

(3) Performance standards and timelines;

(4) Insurance, bonding, and indemnification requirements;

(5) Term and renewal provisions;

(6) Termination rights;

(7) Applicable federal, state, and local compliance requirements;

(8) Audit and inspection rights; and

(9) Any other terms deemed necessary by the Purchasing Director or City Attorney.

(c) **City Attorney review.**

Contracts shall be reviewed and approved by the City Attorney or designee before execution, consistent with the City's Charter.

(d) **Execution authority.**

Contract execution and signature authority shall be governed by the City's approved contract signature and authorization policy and related financial control policies.

(e) **Electronic signatures.**

The City may use electronic signatures consistent with state law and City policy. Electronic signatures shall carry the same legal effect as original signatures when properly executed.

(f) **Notice to proceed.**

No work, services, or deliveries shall begin until the Purchasing Director issues a formal notice to proceed or purchase order, unless authorized under emergency procurement.

(g) **No side agreements.**

No employee or official may enter into informal, verbal, undocumented, or side agreements with vendors that alter or supplement contract terms. Any such agreement is void and unenforceable.

(a) *Competitive negotiation.* Except as provided in sections 2-280 and 2-281, the City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. §§ 1101—1104, commonly referred to as the Brooks Act.

(b) *Application of competitive negotiation method procedures.* In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

(1) *Solicitation.* The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single-step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(2) *Request for proposal (RFP).* The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

a. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

b. Identify the requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;

c. Identify evaluation factors including their relative weight of importance in accordance with subsection (c) of this section;

d. Specify the contract type and method(s) of payment to be utilized in accordance with 23 CFR 172.9;

e. Identify any special provisions or contract requirements associated with the solicited services;

f. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

g. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

(3) *Evaluation factors.*

a. Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

b. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

c. In-state or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

d. The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Lawrenceville's FHWA-approved DBE program.

(4) *Evaluation, ranking, and selection.*

a. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.

b. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

c. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in City written policies and procedures (as specified in 23 CFR 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

d. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

e. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

f. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(5) *Negotiation.*

~~a. *Independent estimate.* Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.~~

~~b. Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with 23 CFR 172.11.~~

~~c. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).~~

~~d. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in 23 CFR 172.11(c)).~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-28~~0~~01. Contract amendments and change orders ~~Informal purchases~~.

(a) Cumulative amendments shall not be used to materially expand the scope of a contract beyond its original competitive basis without appropriate competition or approval as determined by the Purchasing Director and Chief Financial Officer and shall not exceed delegated authority threshold limits.

(b) **Purpose.**

Contract amendments and change orders (collectively "change orders") may be used to modify contract terms, conditions, scope, quantities, or pricing, provided such modifications comply with this Article.

(c) **Allowable reasons.**

Change orders may be issued only when:

(1) Unforeseen conditions arise;

(2) Additional work is necessary for project completion;

(3) Adjustments are required to meet operational needs;

(4) Errors or omissions in the original contract must be corrected; or

(5) Other documented and justified reasons align with City interests.

(d) **Prohibited uses.**

Change orders shall not be used to:

(1) Circumvent competitive procurement requirements;

(2) Add scope that materially alters the nature of the original contract;

(3) Compensate for inadequate initial scoping without justification;

(4) Increase quantities for convenience without operational necessity; or

(5) Extend contract duration beyond allowable limits without proper approvals.

(e) **Competitive integrity certification.**

The Purchasing Director shall certify for each change order that the change does not materially alter competitive conditions or undermine the fairness of the original procurement.

(f) **Major change orders.**

Change orders exceeding the thresholds established in Section 2-288 and the Procurement Governance Manual shall require:

(1) Time-impact analysis;

(2) Updated funding verification; and

(3) Approval consistent with delegated authority levels.

(g) **Cumulative impact.**

The cumulative dollar value of all change orders shall be considered when determining approval authority, materiality, and compliance with competitive requirements.

(h) **Documentation.**

Change orders must be documented in the procurement file, including justification, approvals, funding verification, and impact analysis.

~~The informal purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the established informal purchase threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:~~

~~(1) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.~~

~~(2) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.~~

~~(3) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.~~

~~(4) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-28~~11~~12. Contract renewals and extensions ~~Noncompetitive~~.

(a) **Conditions for renewal.**

Contracts may be renewed or extended only when:

(1) Renewal options were included in the original solicitation and contract

(2) Satisfactory vendor performance has been documented;

(3) Pricing remains fair, reasonable, and market-competitive; and

(4) Funding is available;

or

(5) Renewal is in the City's best interest, and renewal has been approved by City Council.

(b) **Performance evaluation.**

The assigned Contract Manager shall conduct a performance evaluation prior to renewal, which shall be reviewed by the Purchasing Director.

(c) **Market competitiveness review.**

For Contract Renewals, the Purchasing Director may require a market analysis to support continued use of the vendor.

(d) **Prohibited renewals.**

Contracts may not be renewed:

(1) If performance evaluations indicate vendor deficiencies;

(2) If pricing is no longer competitive;

(3) If scope or conditions have materially changed; or

(4) If renewal would circumvent competitive requirements.

(e) **Approval authority.**

Renewals and extensions shall follow the same approval thresholds applicable to the original contract, unless otherwise provided by law.

(f) **Documentation.**

Renewal justifications, evaluations, and approvals shall be included in the procurement file.

~~The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:~~

~~(1) The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.~~

~~(2) The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.~~

~~(3) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:~~

~~a. The service is available only from a single source;~~

~~b. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or~~

~~c. After solicitation of a number of sources, competition is determined to be inadequate.~~

~~(4) Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

Sec. 2-28~~2~~3. Multi-year contracts ~~Additional procurement requirements~~.

(a) ~~(~~**Authority.**

The City may award multi-year contracts when such agreements support operational needs, provide financial benefit, or enhance service continuity.

(b) **Legal requirements.**

All multi-year contracts shall include a non-appropriation clause and other provisions required by state law.

(c) **Justification.**

Departments must provide written justification addressing:

(1) Operational necessity;

(2) Cost savings or financial benefit;

(3) Alternative procurement analysis; and

(4) Long-term contract management considerations.

(d) **Performance and review.**

Multi-year contracts shall include measurable performance metrics and shall be reviewed annually to assess vendor performance, compliance, and continuing value.

(e) **Pricing adjustments.**

If multi-year contracts include price adjustment mechanisms, such mechanisms shall be:

(1) Objective and measurable;

(2) Based on recognized economic indices or similar criteria; and

(3) Approved by the Purchasing Director and CFO.

(f) **Approval authority.**

Multi-year contracts shall require approval consistent with thresholds applicable to total multi-year value.

(g) **Documentation.**

Justification, performance reviews, pricing adjustments, and approvals shall be included in the procurement file.

(h) ~~a)~~

~~*Common grant rule.*~~

~~(1) The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).~~

~~(2) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City of Lawrenceville must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).~~

~~(b) *Disadvantaged Business Enterprise (DBE) program.*~~

~~(1) The City shall give consideration to DBE consultants if required by the use of state and federal funds in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Lawrenceville's FHWA approved DBE program through either:~~

~~a. Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in 23 CFR 172.7(a)(1)(iii)(D)); or~~

~~b. Establishment of a contract participation goal.~~

~~(2) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).~~

~~(c) *Suspension and debarment.* The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR 180.~~

~~(Ord. No. 2018-6, 5-7-2018)~~

DIVISION 6. SPECIAL PROVISIONS

Sec. 2-284. Exemptions.

(a) **Purpose.**

Certain procurements may be exempt from competitive requirements when competition is impracticable, not advantageous to the City, or prohibited by law. Exemptions must be applied narrowly and documented to preserve transparency and fairness.

(b) **Authorized exemptions.**

The following procurements may be exempt from competitive processes when properly justified and documented:

(1) Purchases from federal, state, or other governmental entities;
(2) Purchases under intergovernmental agreements;
(3) Memberships, conferences, subscriptions, and professional dues;
(4) Utilities, including electricity, water, gas, and telecommunications when only one provider is available;
(5) Bulk purchase of electricity or natural gas for resale;
(6) Permits, fees, and regulatory charges;
(7) Renewals of software licenses, maintenance agreements, or proprietary systems when only the original provider or authorized reseller can perform the service;
(8) Advertisements required by law;
(9) Services uniquely provided by public institutions or academic entities;
(10) Appointed Positions;
(11) Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.
(12) The procurement of employee benefits that are procured through a quotation and negotiating process conducted by an expert on behalf of the City (i.e., broker).
(13) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.
(14) Sponsorships as a promotion of the City and approved by the City Manager. Sponsorships shall have a specific line item in the budget and any expenditures shall not exceed the amount budgeted unless approved by the Council.

(c) **Approval and documentation.**

Each exemption shall be documented in writing, describing:

(1) The exemption category;
(2) The operational or legal basis for the exemption;
(3) Market research conducted, if applicable; and
(4) Approvals required under this Article.

(d) **Prohibition on bundling.**

Exemptions shall not be used to add unrelated scope or combine exempt and non-exempt items to avoid competition.

(e) **State and federal compliance.**

Exemptions shall comply with state procurement laws and federal procurement requirements, including 2 CFR 200 when federal funds are used.

(f) **Annual reporting.**

All exemptions above the informal procurement threshold shall be included in the Annual Procurement Report.

Sec. 2-285. Artistic, Entertainment, and Cultural Services

(a) **Purpose and Applicability.**

Procurements for artistic, entertainment, and cultural services supporting City-sponsored programs, events, and initiatives may be conducted under this Section when such services are based on unique creative expression, artistic capability, reputation, or programmatic fit.

(b) **Authorized Procurement Approach.**

Procurements under this Section may be conducted without formal competitive sealed bidding or proposal processes when competition is not practicable due to the subjective or unique nature of the services.

Such procurements shall be based on a Best Value determination and shall constitute a distinct procurement category separate from Sole Source procurement.

(c) **Determination Authority.**

The Purchasing Director shall determine the applicability of this Section.
Such determination shall be documented in the procurement file.

(d) **Documentation and Compliance.**

Procurements conducted under this Section shall be documented and approved in accordance with the requirements established in the Procurement Governance Manual and applicable Standard Operating Procedures.

(e) **Prohibition on Misuse.**

This Section shall not be used to procure goods or services that are reasonably subject to competitive procurement.

Use of this Section to avoid competition requirements is prohibited.

(f) **Governance Alignment.**

Additional requirements, controls, and procedures shall be established in Tier 2 and Tier 3 procurement governance documents.

Sec. 2-286. Surplus property and disposition.

(a) **Purpose.**

Surplus property shall be disposed of in a fair, transparent, and efficient manner that maximizes value to the City.

(b) **Declaration of surplus.**

Department Director or formally designated written designee may request surplus designation by certifying that an item is obsolete, no longer needed, uneconomical to repair, or unsuitable for continued use.

(c) **Disposition methods.**

Surplus property may be disposed of through:

(1) Public auction;

(2) Competitive sale;

(3) Trade-in toward replacement equipment;
(4) Donation to qualifying organizations;
(5) Recycling; or
(6) Disposal when no other method is feasible.

(d) **Employee purchases.**
City employees and officials may acquire surplus property only through public auctions available to the general public.

(e) **Fixed-asset integration.**
Surplus disposition shall comply with the City's fixed-asset accounting policy, including asset removal, write-off, and reconciliation requirements.

(f) **Documentation.**
The procurement file or asset record shall include the method of disposition, justification, approvals, and revenue received, if applicable.

Sec. 2-287. Protests and appeals.

(a) **Right to protest.**
A vendor may protest a solicitation, proposed award, or award if the vendor believes the City has violated this Article, failed to follow required procedures, or acted in a manner that compromises fairness.

(b) **Filing requirements.**
Protests shall be filed with the Purchasing Director:
(1) Be submitted in writing within the timeframe established in SOPs following issuance of a Notice of Intent to Award;
(2) Identify the specific grounds for protest;
(3) Describe the facts supporting the protest; and
(4) State the remedy sought.

(c) **Effect of Notice of Intent to Award.**
Issuance of a Notice of Intent to Award shall initiate the protest filing period. No contract subject to protest shall be executed until the protest period has expired or any timely filed protest has been resolved, unless the City Manager determines in writing that execution is necessary to protect public health, safety, welfare, or operational continuity.

(d) **Initial determination.**
The Purchasing Director shall review the protest, evaluate the allegations, and issue a written determination.

(e) **Appeal.**
Vendors may appeal the Purchasing Director's determination to the CFO, whose decision shall be final.

(f) **Stay of award.**
The City may pause an award decision during protest review unless doing so would threaten public health, safety, or operational continuity.

(g) **Debriefings.**
Upon request, debriefings may be provided in accordance with the Evaluation Manual. Debriefings shall not include confidential information belonging to other vendors.

(h) **Frivolous protests.**
The Purchasing Director may dismiss protests determined to be frivolous, repetitive, or filed in bad faith.

(i) or filed in bad faith.

Sec. 2-288. Enforcement and penalties.

(a) **Employee violations.**

Employees and officials who violate this Article, applicable policies, or internal control requirements may be subject to disciplinary action under the City's Personnel policies.

(b) **Vendor violations.**

Vendors who engage in fraud, collusion, unethical behavior, misrepresentation, or other misconduct may face suspension, debarment, termination of contracts, recovery of funds, or legal action.

(c) **Unauthorized commitments.**

Ratification of unauthorized commitments may be requested but is not guaranteed and is subject to review and approval by the official or governing body that holds approval authority for the total value of the procurement under this Article and the Procurement Governance Manual.

Ratification is discretionary and shall be granted only when determined to be in the best interest of the City. Ratification does not waive compliance with disciplinary or corrective measures as required under procurement governance policies.

(d) **Voidable actions.**

Procurement actions, contracts, or amendments made in violation of this Article may be declared voidable by the City.

(e) **Criminal referral.**

Suspected criminal violations shall be referred to the City Attorney and, when appropriate, law enforcement.

Sec. 2-289. Reporting requirements.

(a) **Annual Procurement Report.**

The Purchasing Director, under supervision of the CFO, shall prepare an Annual Procurement Report summarizing procurement activities for the preceding fiscal year.

(b) **Required content.**

The report shall include:

a. Total Citywide spend by department;
b. Summary of procurement methods used;
c. Ratio of competitive to noncompetitive procurements;
d. Summary of sole source procurements;
e. Summary of exemptions;
f. Micro-purchase distribution analysis;
g. Informal procurement distribution analysis;
h. Summary of vendor performance evaluations;
i. Suspension and debarment activity;
j. Renewal and extension justifications; and
k. Summary of multi-year contract reviews.

(c) **Transparency.**
The Annual Procurement Report shall be completed and presented within ninety (90) days following the close of the City's fiscal year, unless otherwise directed by the City Manager or City Council..

(d) **Additional reporting.**
The CFO, City Manager or City Council may request supplemental reports as needed to ensure compliance, oversight, and transparency.

~~**Secs. 2-283—2-298. Reserved.**~~

~~***ARTICLE X. CDBG FUNDS***~~

~~***Sec. 2-299. Purchasing requirements.***~~

~~***The City Manager shall ensure that the purchase of equipment, supplies and/or services relating to the expenditure of federal CDBG funds shall follow federal requirements in accordance with the Common Rule, 24 CFR Part 85 to the CDBG Entitlement Program.***~~

~~***(Code 2005, § 7-101)***~~

ARTICLE IX — PROCUREMENT

DIVISION 1. GENERAL PROVISIONS

Sec. 2-251. Purpose and intent.

(a) **Short Title.**
This Article shall be known and may be cited as the “Lawrenceville Procurement Ordinance.”

(b) **Purpose.**
The purpose of this Article is to establish a modern, transparent, ethical, and fiscally responsible procurement system that ensures the efficient acquisition of goods, services, and construction for the City. This Article sets forth the legal framework for procurement authority, competitive requirements, delegated approvals, internal controls, documentation standards, and contract governance.

(c) **Intent.**
The intent of this Article is to:

(a) Promote full and open competition except where a documented exemption or noncompetitive method is authorized under this Article;

(b) Authorize the use of **Best Value procurement** as a legally recognized method for awarding contracts;

(c) Strengthen and maintain transparency, accountability, integrity, and public confidence in the City’s procurement processes;

(d) Establish a procurement system aligned with recognized national standards of practice, including those of the Government Finance Officers Association (GFOA) and the National Institute of Governmental Purchasing (NIGP);

(e) Implement internal control safeguards that protect the City from fraud, waste, abuse, conflicts of interest, and unauthorized commitments;

(f) Ensure that procurement activities are conducted in an efficient, fair, and ethical manner that reflects the City’s values and fiduciary responsibilities;

(g) Provide the governance foundation for a Tiered Procurement System consisting of this Article (Tier 1), the Procurement Governance Manual (Tier 2), Standard Operating Procedures (Tier 3), and Templates, Forms, Checklist and Tools (Tier 4);and

(h) Align procurement activities with applicable federal, state, and local laws, including federally funded procurement requirements under 2 CFR 200 where applicable.

(d) **Governance structure.**
This Article establishes a four-tier procurement governance system designed to ensure clarity, consistency, accountability, and compliance across all

procurement and contracting activities of the City. The tiers are defined as follows:

(a) **Tier 1 — Procurement Ordinance:** Tier 1 consists of this Article as adopted by the City Council. It establishes the legal framework for the City's procurement system, including roles and authorities, procurement methods, competition requirements, internal control principles, contract governance standards, and special provisions. Tier 1 requirements shall prevail over all other procurement documents.

(b) **Tier 2 — Procurement Governance Manual:** Tier 2 consists of the governance-level policies approved by the Chief Financial Officer that implement this Article. Tier 2 defines the City's procurement governance rules, including delegation matrices, thresholds, method determination criteria, evaluation frameworks, internal control requirements, vendor responsibility standards, planning requirements, reporting structures, and risk-management expectations. Tier 2 provides policy-level detail without dictating step-by-step procedures.

(c) **Tier 3 — Standard Operating Procedures (SOPs):** Tier 3 consists of the operational procedures approved by the Purchasing Director and Chief Financial Officer. SOPs establish the required workflows, forms, routing, communication protocols, evaluation procedures, documentation requirements, timelines, and detailed steps necessary to carry out procurement activities in compliance with Tiers 1 and 2. SOPs guide day-to-day execution and operational consistency.

(d) **Tier 4 — Templates, Forms, Checklists, and Tools:** Tier 4 consists of the templates, forms, checklists, job aids, and system-based tools used to implement the SOPs. Tier 4 ensures standardization, accuracy, and efficiency in procurement processes and supports consistent application of procedures across departments.

No Tier 2, Tier 3, or Tier 4 document may conflict with or supersede the requirements of this Article. In the event of any conflict between this Article and any procurement-related policy, manual, procedure, or other governance document, the provisions of this Article shall control.

Sec. 2-252. Procurement principles.

All procurement activity conducted on behalf of the City shall be guided by the following principles:

(a) **Best Value.** Procurement decisions shall be based on a determination of Best Value, which may include price, quality, experience, technical merit, delivery, service, and risk.
(b) **Competition.** Competition shall be promoted to the maximum practicable extent to ensure fairness, transparency, and sound stewardship of public resources.
(c) **Transparency.** Procurement records, processes, and decisions shall be accessible and documented in accordance with this Article and the City's records policies.
(d) **Accountability.** All employees and officials involved in procurement share responsibility for compliance with this Article, internal controls, and applicable laws.
(e) **Integrity.** Procurement activities shall be conducted ethically and free from conflicts of interest, favoritism, undue influence, or improper vendor communication.
(f) **Stewardship.** Public funds shall be used efficiently and effectively, with consideration of total lifecycle cost and long-term impacts.
(g) **Equity and fairness.** All vendors shall be afforded fair and equal opportunity to compete.
(h) **Professionalism.** The City shall maintain a procurement function that reflects professional standards of conduct and best practices.
(i) **Vendor Preference.** The City does not apply local vendor preference unless expressly authorized by ordinance.
(j) **Informal Competition:** Informal competitive procurement shall require documented competitive efforts as defined in the Procurement Governance Manual.

Sec. 2-253. Scope and applicability.

(a) **Applicability.**
This Article applies to all procurement, contracting, and related activities conducted by or on behalf of the City, regardless of funding source, department, or contract type.
(b) **Covered personnel.**
This Article applies to all officers, employees, elected officials, agents, consultants, evaluation committee members, contract managers, and any other individuals involved in City procurement activities.
(c) **Covered activities.**
This Article includes all activities related to procurement planning, method determination, solicitation, evaluation, negotiation, award, contract management, change order processing, vendor performance management, receiving and acceptance, invoice verification, payment processing, and surplus disposition.

(d) **Relationship to other Articles and laws.**
Where conflicts occur, federal requirements shall govern federally funded procurements; state law shall govern where required; and otherwise, this Article shall control. Other City policies may supplement but shall not supersede this Article unless expressly authorized by City Council.

(e) **Federal procurement requirements.**
For procurements funded in whole or in part with federal funds, all federal procurement standards — including but not limited to 2 CFR 200 — shall apply to the extent required and shall supersede any conflicting provisions of this Article.

Sec. 2-254. Definitions.

For the purposes of this Article, the following terms shall have the meanings set forth below. Terms not defined herein shall have their plain and ordinary meaning, unless defined in state or federal law.

Addendum or Addenda: A written or electronic modification to a solicitation issued by the Purchasing Director before the submission deadline.

Annual Procurement Report: The annual report prepared under Sec. 2-287 summarizing the City's procurement activity.

Best Value: The overall combination of quality, price, experience, capability, service, delivery, and other factors that provide the greatest benefit to the City, as determined in accordance with this Article.

Bid: A response submitted to an Invitation to Bid (ITB) containing pricing and other information required for competitive sealed bidding.

Bidder: A vendor submitting a bid in response to an ITB.

Change Order: A written modification to a contract, including amendments, adjustments, or revisions to scope, quantities, pricing, terms, or schedule.

City: The City of Lawrenceville, Georgia.

Competitive Sealed Bid or Invitation to Bid (ITB): A formal procurement method where award is made to the lowest responsive and responsible bidder based on clearly defined specifications.

Competitive Sealed Proposal or Request for Proposals (RFP): A formal procurement method that evaluates proposals using Best Value criteria, including price and non-price factors.

Contract Manager: A City employee designated by a Department Director or formally designated written designee to monitor contract performance, verify deliverables, assess invoices, and escalate issues.

Contractor or Vendor: An individual, firm, or entity providing goods, services, or construction to the City under a contract or purchase order.

Cooperative Purchasing: A procurement method that uses another governmental entity's competitive solicitation or contract when permitted by law and determined to be in the City's best interest.

Department Director: The official responsible for managing a City department and ensuring departmental compliance with this Article.

Department Liaison: A departmental employee assigned to coordinate procurement activities, documentation, and communication between the department and the Purchasing Division.

Emergency Procurement: A procurement conducted under conditions in which immediate action is required to protect public health, safety, welfare, critical operations, or property and where the delay required for competitive procurement would materially worsen the situation in accordance with Sec. 2-273.

Enterprise Resource Planning (ERP) System:
The City's official financial and procurement system of record used to initiate, process, document, approve, and maintain procurement and purchasing transactions, including requisitions, purchase orders, contracts, receiving, and payment activities.

Evaluation Committee: The group of individuals appointed to evaluate bids, proposals, qualifications, or vendor submissions in accordance with this Article and applicable SOPs.

Formal Procurement: A competitive sealed bid (ITB) or competitive sealed proposal (RFP) process required when the procurement exceeds the City's formal threshold or when otherwise determined appropriate by the Purchasing Director.

Informal Procurement: A competitive procurement method for purchases above the micro-purchase threshold and below the formal procurement threshold.

Micro-Purchase: A small-value procurement below the micro-purchase threshold established by the City, State, and F?ederal law, intended for routine or low-risk goods or services.

Method Determination: The exclusive authority of the Purchasing Director to select the appropriate procurement method for each procurement action.

Notice to Proceed (NTP): A written authorization issued by the Purchasing Director indicating that a vendor may begin work under a contract or purchase order.

Procurement File: The complete set of documents for a procurement action, maintained in the City's Enterprise Resource Planning (ERP) system and containing all required documentation listed in this Article.

Professional Services: Services involving specialized knowledge, technical expertise, or professional judgment, including but not limited to engineering, architecture, surveying, and other services requiring Qualifications-Based Selection when mandated by law.

Purchase Order (PO): A legally binding document issued by the City to authorize a vendor to provide goods or services.

Purchasing Director (PD): The official responsible for operational procurement management, method determination, solicitations, vendor responsibility, and compliance with this Article.

Qualifications-Based Selection (QBS): A procurement method evaluating firms solely on the basis of qualifications for the purpose of awarding or establishing a pool of qualified vendors for professional services, where price is negotiated after ranking.

Quiet Period: The period beginning on the date a solicitation is issued and ending upon final contract award or cancellation of the solicitation, during which communication between vendors and City officials or employees regarding the active solicitation is restricted.

Responsible Vendor: A vendor with the capability, integrity, and reliability to perform successfully under contract conditions.

Responsive: Conforming in all material respects to the requirements of a solicitation.

Scope of Work or Specifications: A written description of the goods, services, or construction required, including performance requirements, deliverables, and standards.

Sole Source Procurement: A noncompetitive procurement method used when only one responsible vendor is capable of providing the required goods or services, in accordance with Sec. 2-272.

Suspension: A temporary restriction imposed by the Purchasing Director prohibiting a vendor from participating in City procurements.

Debarment: The action taken by the CFO to prohibit a vendor from participating in City procurements for a defined period due to serious misconduct or performance failures.

Unauthorized Commitment: Any agreement, promise, or action by an employee or official that binds the City financially or contractually without proper authority.

Vendor Pool or **Qualified Vendor Pool**: Is a list of vendors established through a qualifications-based selection process and eligible for assignment of work in accordance with this Article and applicable SOPs.

Sec. 2-255. Ethics, conflicts of interest, and standards of conduct.

(a) Incorporation of City Code of Ethics.

All individuals involved in procurement activities shall comply with the City of Lawrenceville Code of Ethics (Sec. 2-2 of this Code), as may be amended. The provisions of the City Code of Ethics are incorporated herein by reference and apply fully to all procurement activities conducted under this Article.

To the extent that general ethics provisions, including but not limited to conflicts of interest, gift prohibitions, disclosure requirements, and standards of conduct apply to procurement activities, those provisions shall control.

The requirements of this Section supplement, and do not replace or conflict with, the City Code of Ethics.

(b) **Procurement-Specific Ethical Obligations.**

In addition to compliance with the City Code of Ethics, all employees, officials, evaluation committee members, department liaisons, contract managers, and any other individuals participating in procurement activities shall:

(1) Avoid actual, potential, or perceived conflicts of interest in procurement decisions;

(2) Disclose any procurement-related conflict of interest in writing to the Purchasing Director and Chief Financial Officer prior to participation in the procurement activity;

(3) Recuse themselves from procurement activities where impartiality may be compromised;

(4) Safeguard confidential procurement information, including bids, proposals, evaluations, scoring materials, vendor trade secrets, and internal deliberations;

(5) Refrain from improper communication with vendors during the quiet period as defined in this Article and applicable SOPs; and

(6) Immediately report suspected procurement misconduct, fraud, collusion, or unauthorized commitments to the Purchasing Director and Chief Financial Officer.

(c) Vendor Standards of Conduct.

Vendors participating in City procurement shall:

(1) Comply with the City Code of Ethics as applicable;

(2) Avoid attempting to improperly influence procurement decisions;

(3) Refrain from offering gifts, gratuities, favors, or anything of value prohibited by City policy or ordinance;

(4) Avoid collusion or anti-competitive practices;

(5) Refrain from contacting City officials, employees, or elected officials outside the authorized procurement channel during active solicitations.

Violations may result in disqualification, suspension, debarment, contract termination, recovery of funds, or referral for legal action.

(d) Consequences of Violations.

Violations of this Section or the City Code of Ethics in connection with procurement activities may result in:
(1) Disciplinary action under applicable Human Resources policies;
(2) Removal from procurement responsibilities;
(3) Revocation of system access;
(4) Vendor disqualification, suspension, or debarment;
(5) Contract termination;
(6) Recovery of funds; or
(7) Referral to the City Attorney or law enforcement when appropriate.

DIVISION 2. ROLES AND AUTHORITIES

Sec. 2-256. Procurement thresholds.

(a) Purpose.

Procurement thresholds establish the competitive requirements and method boundaries applicable to all procurement activities conducted on behalf of the City.

(b) Procurement thresholds.

The following thresholds apply to the selection of procurement methods and competition requirements, unless otherwise required by law:

(1) **Micro-purchase threshold — $0 to $2,500.00.**

Micro-purchases may be made without obtaining competitive quotes when the

price is reasonable and the purchase is documented in the City's ERP system.

(2) **Informal procurement threshold — $2,500.01 to $125,000.00.**
Informal procurement methods shall be used for purchases above the micro-purchase threshold and at or below the formal procurement threshold. Informal procurements shall obtain competition through methods approved by the Purchasing Director and consistent with applicable SOPs.

(3) Formal procurement threshold — above $125,000.00.
Purchases exceeding $125,000 shall require a competitive sealed bid (ITB) or competitive sealed proposal (RFP), unless an authorized noncompetitive method is approved under this Article.

(c) Relationship to approval authority.

(1) Micro-Purchase: Department Director or formally designated written designee
(2) Informal Procurement:
   a. Purchasing Director: $2,500.01 to $25,000.00
   b. CFO: $25,000.01 to $75,000.00
   c. City Manager: $75,000.01 to $125,000.00
(3) Formal Procurement:
   a. City Council

(d) Cumulative value.
Thresholds shall be applied to the total anticipated value of the procurement, including all options, renewals, amendments, and reasonably foreseeable obligations. Determination of cumulative value shall be made by the Purchasing Director.

(e) Change Order Limitation.
No contract amendment or change order shall be approved if the cumulative value of the contract, including all amendments and change orders, exceeds the formal procurement threshold unless the procurement complies with all requirements applicable to that threshold and receives the appropriate level of approval authority.

(f) Material Change Order Limitation.
No contract amendment or change order, or series of amendments or change orders, shall be approved if the cumulative value of such modifications exceeds the formal procurement threshold without approval by the City Council**.**

(g) Prohibition on artificial division.
Procurement requirements shall not be divided, sequenced, or structured to avoid competitive thresholds or procurement method requirements.

(h) Updates.

Procurement thresholds may be amended by ordinance as authorized by the City Council.

Sec. 2-257. City Council authority.

(a) **Policy authority.**

The City Council is the governing body responsible for establishing procurement policy for the City and for adopting this Article as the foundation of the City's procurement governance system.

(b) **Approval of contracts.**

The City Council shall approve all contracts, agreements, and procurements that exceed the Council approval threshold established by ordinance or law.

(c) **Oversight.**

The City Council shall receive the Annual Procurement Report required under Sec. 2-283 and may request additional information regarding procurement activities to ensure transparency, accountability, and alignment with City priorities.

(d) **Delegation.**

The City Council may delegate procurement authority as provided in this Article and shall retain the authority to modify delegated responsibilities at its discretion.

(e) **Stormwater Board Delegated Authority.**

Notwithstanding other provisions of this Article, the Stormwater Board is authorized to approve procurement actions, contracts, and expenditures for Stormwater-related projects up to an amount of $300,000 per project, provided such actions are:

(1) within the legally adopted scope and authority of the Stormwater Board;
(2) funded through Stormwater-designated revenues or funds; and
(3) conducted in full compliance with the state law and this Article and all applicable procurement requirements.

Procurement actions approved under this subsection shall not require separate City Council approval unless otherwise required by law.

Sec. 2-258. City Manager authority.

(a) **Executive authority.**

The City Manager is responsible for the administration and execution of all procurement activities carried out on behalf of the City, consistent with this Article and all applicable laws.

(b) **Contract approval.**

The City Manager may approve contracts, amendments, and renewals that fall within delegated authority limits established by the City Council.

Any contract action that results in the cumulative value exceeding the City

Manager's delegated authority shall require approval at the appropriate higher level of authority.

(c) **Operational guidance.**
The City Manager may issue administrative directives, procedures, or expectations to departments as necessary to implement this Article and ensure compliance with procurement laws and policies.

(d) **Emergency procurement.**
The City Manager may authorize emergency procurement actions in accordance with Sec. 2-273 when immediate action is required to protect public health, safety, welfare, critical operations, or property and where the delay required for competitive procurement would materially worsen the situation.

(e) **Delegation**
The City Manager may provide delegated authority to some or all the position's authority through written communication to the Purchasing Director.

Sec. 2-259. Chief Financial Officer authority.

(a) **Governance oversight.**
The Chief Financial Officer (CFO) is responsible for financial oversight of the City's procurement system and serves as the City's chief procurement governance official.

(b) **Internal controls.**
The CFO shall establish, monitor, and enforce internal control requirements applicable to procurement processes, including segregation of duties, system access, financial verification, and compliance with applicable laws.

(c) **Financial approval authority.**
The CFO shall approve procurement actions, contracts, amendments, or other obligations that exceed the Purchasing Director's delegated authority or that require financial validation under this Article or the Procurement Governance Manual.

(d) **Sole source and noncompetitive procurement oversight.**
The CFO shall review and approve noncompetitive procurement actions above the informal threshold and any sole source procurements requiring financial, legal, or operational verification.

(e) **Governance document approval.**
The CFO shall approve all Tier 2 (Procurement Governance Manual) and Tier 3 (Standard Operating Procedures) procurement documents prior to issuance.

(f) **Annual reporting.**
The CFO shall oversee preparation of the Annual Procurement Report and shall report procurement performance, compliance, and trends to the City Manager and City Council.

(g) **Delegation**
The CFO may provide delegated authority to some or all the position's authority through written communication to the Purchasing Director.

Sec. 2-260. Purchasing Director authority.

(a) **Operational procurement authority.**
The Purchasing Director (PD) is responsible for the administration, management, and operational execution of the City's procurement processes in accordance with this Article.

(b) **Method determination.**
The PD has exclusive authority to determine the appropriate procurement method for all City procurements, subject to federal and state laws and regulations, including the authority to escalate a procurement to a more competitive method when necessary to ensure fairness, transparency, or Best Value. The Purchasing Director's determination of procurement method shall be binding and may not be overridden by any department or employee except through written authorization of the Chief Financial Officer.

(c) **Solicitation and competitive processes.**
The PD shall develop, issue, manage, and administer all formal and informal solicitations, including Invitations to Bid, Requests for Proposals, Requests for Qualifications, and other procurement methods authorized by this Article.

(d) **Vendor responsibility and eligibility.**
The PD shall determine vendor responsibility; manage vendor performance records; oversee suspension processes; maintain vendor rosters; and ensure equitable access for vendors.

(e) **Documentation and compliance.**
The PD shall ensure that procurement files are accurate, complete, and documented in the City's ERP system, and may deny or return any procurement request that does not comply with this Article or governing documents.

(f) **Training.**
The PD shall provide or coordinate procurement training for departments, department liaisons, and evaluation committees consistent with this Article and applicable SOPs.

Sec. 2-261. Department Directors or formally designated written designee.

(a) **Responsibility for departmental procurement.**
Department Director or formally designated written designee are responsible for ensuring departmental compliance with this Article and for overseeing procurement activities conducted within their areas of responsibility.

(b) **Requisition approval.**
Department Director or formally designated written designee shall review and approve requisitions prior to submission to the Purchasing Director and shall ensure that funding is available.

(c) **Scope and specification development.**
Department Director or formally designated written designee shall ensure that solicitations and requisitions are supported by accurate and fair scope-of-work documents or specifications that reflect operational needs without restricting competition.

(d) **Assignment of liaisons and contract managers.**
Department Director or formally designated written designee shall assign Department Liaisons and Contract Managers to support procurement processes, documentation, and contract oversight in accordance with SOPs.

(e) **Training and compliance.**
Department Director or formally designated written designee shall ensure that departmental personnel complete required procurement training and adhere to procurement procedures.

(f) **Performance oversight.**
Department Director or formally designated written designee are responsible for monitoring vendor and contract performance and ensuring timely escalation of issues to the Purchasing Director.

Sec. 2-262. Department Liaisons.

(a) **Role.**
Department Liaisons serve as the primary operational contacts between their department and the Purchasing Division for procurement activities.

(b) **Responsibilities.**
Department Liaisons shall:
(1) Assist in preparing requisitions, scopes, and specifications;
(2) Coordinate departmental procurement documentation;
(3) Ensure required documents are uploaded into the ERP system;
(4) Communicate departmental needs to the Purchasing Division; and
(5) Support evaluation processes as required.

(c) **Restrictions.**
Department Liaisons shall not make purchasing commitments, negotiate with vendors, or authorize procurement actions on behalf of the City unless expressly delegated and approved in writing in accordance with this Article.

(d) **Delegation of Department Liaisons**
Department Directors assign Department Liaisons, with the consent of the

Purchasing Director. The Purchasing Director may unassign Department Liaisons that violate or misuse procurement ordinances or procedures

(e) **Designation.**
Each Department Director may designate one or more Department Procurement Liaisons to coordinate procurement activities between the department and the Purchasing Division. Such designation shall be subject to the concurrence of the Purchasing Director.

(f) **Revocation of Designation.**
The Purchasing Director may suspend or revoke a Department Procurement Liaison designation, including associated system access or procurement privileges, upon determination that the Liaison has violated this Article, engaged in misuse of procurement processes, or failed to comply with adopted procurement policies or procedures.

Sec. 2-263. Contract Managers.

(a) **Role.**
Contract Managers are responsible for monitoring and managing vendor performance throughout the contract lifecycle.

(b) **Duties.**
Contract Managers shall:
(1) Verify receipt of goods, services, or deliverables;
(2) Document vendor performance and maintain contract files;
(3) Review and validate invoices and recommend payment;
(4) Document and escalate vendor deficiencies or nonperformance; and
(5) Support renewal and amendment decisions by providing required performance evaluations.

(c) **Restrictions.**
Contract Managers shall not authorize changes to scope, pricing, or contract terms except as allowed under this Article and applicable SOPs.

Sec. 2-264. Segregation of duties.

(a) **General rule.**
Segregation of duties is required to ensure the integrity of the City’s procurement and financial processes. Segregation of duties shall be maintained between procurement planning, solicitation administration, contract performance verification, and payment authorization functions, except where operationally impracticable and compensating controls are documented.

(b) **Lifecycle separation requirement.**
To the extent practicable, no individual shall perform more than one of the following functions related to a procurement:

(1) Initiating a requisition;
(2) Determining the procurement method;
(3) Issuing or administering a solicitation;
(4) Receiving or accepting goods or services;
(5) Approving invoices; or
(6) Authorizing payment.

(c) **CFO oversight.**
The CFO may establish additional segregation requirements, compensating controls, or approval conditions based on risk, system limitations, operational needs, or audit findings.

(d) **System access.**
Access to procurement and financial modules within the City's ERP system shall be role-based and assigned in accordance with internal control principles.

DIVISION 3. PROCUREMENT METHODS AND COMPETITION

Sec. 2-265. Authorized procurement methods.

(a) **Purpose.**
The City shall utilize procurement methods that promote full and open competition, ensure transparency, and support Best Value decision-making.

(b) **Authorized methods.**
The following procurement methods are authorized for use by the City:
(1) **Micro-purchases**, as defined in this Article;
(2) **Informal procurement**;
(3) **Competitive sealed bidding (Invitation to Bid or ITB)**;
(4) **Competitive sealed proposals (Request for Proposals or RFP)** using Best Value evaluation;
(5) **Qualifications-Based Selection (QBS)** for professional services where required by law or when used to establish qualified vendor pools;
(6) **Cooperative purchasing**, including the use of state contracts, intergovernmental agreements, and government purchasing cooperatives;
(7) **Sole source procurement**, where only one responsible vendor is available and properly justified; and
(8) **Emergency procurement**, as authorized by Section 2-273.

(c) **Exclusive use of listed methods.**
No procurement method other than those listed in subsection (b) may be used unless expressly authorized by this Article or applicable law.

(d) Right to Reject.
The City reserves the right to reject any and all bids, proposals, qualifications, or responses, in whole or in part; to waive minor informalities or irregularities; and to

accept the response deemed most advantageous to the City, as determined in accordance with this Article.

Sec. 2-266. Procurement method determination.

(a) **Authority.**
The Purchasing Director shall have exclusive authority to determine the appropriate procurement method for each procurement, subject to federal and state laws and regulations consistent with thresholds, competition standards, and requirements established in this Article.

(b) **Department responsibilities.**
Departments are responsible for submitting complete and accurate requisitions, scopes, and specifications; however, determining how a procurement is conducted is the responsibility of the Purchasing Director.

(c) **Escalation of methods.**
The Purchasing Director may require use of a more competitive or formal method when necessary to ensure fairness, transparency, Best Value, compliance, or to mitigate risk.

(d) **Documentation.**
Procurement method determination shall be documented in the procurement file within the City's ERP system prior to issuance of any solicitation or procurement action.

(e) **Prohibition on circumvention.**
Splitting requirements or altering scopes for the purpose of avoiding competitive thresholds or procurement methods is prohibited.

Sec. 2-267. Micro-purchases.

(a) **Definition.**
Micro-purchases are small-value procurements below the established micro-purchase threshold, intended for routine or low-risk needs.

(b) **Requirements.**
Micro-purchases shall:
(1) Reflect reasonable prices based on market conditions;
(2) Be distributed equitably among qualified vendors to the maximum extent practicable;
(3) Be conducted in a manner that avoids favoritism; and
(4) Be documented in the ERP system.

(c) **Request-for-check.**
For micro-purchases, departments may utilize the request-for-check process consistent with Finance policies and applicable SOPs.

(d) **P-card use.**
P-cards may be used for micro-purchases only in accordance with the City's Purchasing Card Policy and internal controls.

Sec. 2-268. Informal procurement.

(a) **Definition.**
Informal procurement applies to purchases above the micro-purchase threshold and below the formal procurement threshold established by the City.
(b) **Competition.**
Informal procurements shall require documented competitive efforts, including solicitation of multiple vendors where practicable, as defined in the Procurement Governance Manual and applicable SOPs. Vendor rotation practices shall be used to promote equity and reduce repeated awards to the same vendors.
(c) **Best Value.**
Informal procurements may consider Best Value factors, including quality, delivery, experience, and risk, in addition to price.
(d) **Documentation.**
All informal procurement actions shall be fully documented within the ERP system.

Sec. 2-269. Competitive sealed bidding (ITB).

(a) **Use.**
Competitive sealed bidding shall be used when:
(1) Specifications are clear and can be precisely defined;
(2) Price is the primary determining factor; and
(3) Competitive conditions exist among potential vendors.
(b) **Requirements.**
Competitive sealed bidding shall include:
(1) Public issuance of the ITB;
(2) A defined submission deadline;
(3) Public bid opening or other authorized opening procedure;
(4) Award to the lowest responsive and responsible bidder; and
(5) Documentation in the procurement file.
(c) **Rejection of bids.**
The Purchasing Director may reject all bids when in the best interest of the City.

Sec. 2-270. Competitive sealed proposals (RFP).

(a) **Use.**
Competitive sealed proposals shall be used when:
(1) Best Value analysis is appropriate;

(2) Evaluation criteria include both price and non-price factors; or
(3) Requirements cannot be sufficiently defined for competitive sealed bidding.

(b) **Evaluation.**
An evaluation committee shall review and score proposals using weighted criteria published in the solicitation.

(c) **Consensus scoring.**
Evaluations shall be conducted using a consensus scoring process in accordance with the Evaluation Manual.

(d) **Award.**
Award shall be made to the responsible offeror whose proposal represents the Best Value to the City.

(e) **Documentation.**
Evaluation materials, scoring summaries, and selection justification shall be included in the procurement file. Evaluation committee deliberations, scoring, consensus determinations, and conflict-of-interest disclosures shall be documented and retained in the procurement file in accordance with applicable SOPs.

Sec. 2-271. Qualifications-Based Selection (QBS) and qualified vendor pools.

(a) **Use of QBS.**
Qualifications-Based Selection shall be used for procurement of professional services where required by Georgia law or when the City elects to establish a qualified vendor pool for recurring or project-based needs.

(b) **Establishment of vendor pools.**
The City may establish qualified vendor pools through a QBS process. Vendors shall be ranked based on qualifications, experience, and capability.

(c) **Assignment of work.**
Assignments from a vendor pool shall be distributed fairly and equitably, documented in the procurement file, and based on qualifications, specialization, workload, and project needs.

(d) **Requalification.**
Vendor pools shall be periodically re-evaluated and re-established according to SOPs.

Sec. 2-272. Cooperative purchasing.

(a) **Authority.**
The City may utilize cooperative purchasing agreements, state contracts, intergovernmental contracts, or purchasing cooperatives when such use provides equal or better value to the City.

(b) **Verification.**
Before using a cooperative agreement, the Purchasing Director shall verify:
(1) Scope compatibility;
(2) Pricing competitiveness;
(3) Vendor responsibility; and
(4) CFO financial validation for significant expenditures.
a. Significant expenditure means any procurement action exceeding the informal procurement threshold established in Sec. 2-255.

(c) **Documentation.**
Cooperative purchasing files shall include evidence of verification and compliance with this Article.

Sec. 2-273. Sole source procurement.

(a) Sole source determinations shall be supported by written justification documenting the basis for exclusivity, market research conducted, and the reasons alternative sources are not available or practicable. Such documentation shall be retained in the procurement file.

(b) **Use.**
Sole source procurement may be used when only one responsible vendor is capable of providing the required goods or services.

(c) **Justification.**
A written justification is required and shall address:
(1) Unique capabilities;
(2) Compatibility requirements;
(3) Market research; and
(4) Operational necessity.

(d) **Approvals.**
Sole source procurements:
a. At or below the informal threshold shall require Purchasing Director approval;
b. Above the informal threshold shall require CFO approval; and
c. May require additional approvals if thresholds established by this Article are exceeded.

(e) **Transparency.**
All sole source procurements above the informal threshold shall be included in the Annual Procurement Report.

Sec. 2-274. Emergency procurement.

(a) Emergency procurement may be authorized only when an unforeseen circumstance presents an immediate threat to public health, safety, welfare,

critical operations, or property, and where the delay required for competitive procurement would materially worsen the situation. Emergency procurement shall not be used to remedy conditions resulting from lack of planning.

(b) **Authority.**
The City Manager may authorize emergency procurement when immediate action is required to protect public health, safety, or welfare.

(c) **Requirements.**
To the extent practicable, emergency procurements shall seek competition and shall be documented with:
(1) Nature of the emergency;
(2) Vendor selected;
(3) Basis for selection; and
(4) Approved funding.

(d) **Post-event documentation.**
Emergency procurement files shall be completed within the timeframe established in SOPs.

(e) **Ratification**
If the total emergency procurement exceeds the City Manager's delegated approval authority or the Council approval threshold, the procurement shall be presented to the City Council for ratification at the next regular meeting.

Sec. 2-275. Competition and fairness standards for formal procurements.

(a) **General rule.**
All procurement actions shall be conducted in a manner that promotes fair and open competition consistent with this Article.

(b) **Prohibited practices.**
Prohibited practices include:
(1) Specifying brand-only or restrictive requirements without written justification;
(2) Sharing privileged or confidential information with vendors;
(3) Bid splitting;
(4) Steering vendors;
(5) Improper communication during the quiet period;
(6) Unfair application of criteria; and
(7) Any act that compromises competition or transparency.

(c) **Debriefings.**
Debriefings shall be conducted in accordance with the Evaluation Manual and may be provided upon request following award.

DIVISION 4. PROCUREMENT PLANNING, INTERNAL CONTROLS, AND DOCUMENTATION

Sec. 2-276. Annual procurement planning.

(a) **Purpose.**
Annual procurement planning ensures transparency, supports budgeting and scheduling, strengthens competition, enhances vendor participation, and improves coordination across City departments.

(b) **Departmental procurement plans.**
Each Department Director or formally designated written designee shall submit an annual procurement plan to the Purchasing Director in the format and timeframe established in the Procurement Governance Manual and SOPs.

(c) **Required content.**
Each procurement plan shall include, at minimum:
(1) Anticipated procurements for the upcoming fiscal year;
(2) Estimated cost for each procurement;
(3) Proposed funding sources;
(4) Planned solicitation method;
(5) Estimated solicitation and award timelines;
(6) Required contract duration; and
(7) Any multi-year or recurring needs.

(d) **Integration with budget cycle.**
Procurement planning shall be coordinated with the City's annual budget process. Departments shall ensure that anticipated procurements are aligned with approved budgets and capital planning documents.

(e) **Quarterly updates.**
Departments shall update procurement plans quarterly to reflect changes in operational needs, funding, or priorities.

(f) **Citywide Procurement Plan.**
The Purchasing Director shall develop a Citywide Procurement Plan using departmental submissions and shall provide the Plan to the CFO and City Manager.

(g) **Compliance.**
Failure to submit or update procurement plans may result in the delay of procurement actions until requirements are met.

Sec. 2-277. Internal controls and segregation of duties.

(a) **Purpose.**
Internal controls ensure the integrity, accountability, and transparency of the City's procurement system and protect the City from fraud, waste, abuse, and financial mismanagement.

(b) **Compensating controls.**
If system limitations or staffing constraints necessitate deviations from strict

separation of duties, the CFO shall approve compensating controls and document them in the procurement file.

(c) **System access.**
Access to the City's ERP system shall be role-based and reflect proper segregation of duties. Employees shall not share login credentials.

(d) **Financial verification.**
The CFO shall establish policies, procedures, and checkpoints for financial verification, including budget availability, funding source validation, and appropriations compliance.

(e) **Fraud prevention and reporting.**
Employees involved in procurement activities must immediately report suspected fraud, abuse, unauthorized commitments, or procurement irregularities to the Purchasing Director and CFO. Any sustained irregularities shall be reported to the City Manager and City Attorney.

(f) **During the Quiet Period.**

(1) All communications concerning the solicitation, evaluation criteria, pricing, scope, or award decision must be directed exclusively to the Purchasing Director or designated procurement official.

(2) City officials and employees, including evaluation committee members, shall not engage in discussions with vendors regarding the pending solicitation except as authorized through the formal procurement process.

(3) Vendors are prohibited from contacting any City official, employee, or elected official regarding the active solicitation except through the designated procurement contact.

The Quiet Period does not prohibit:

(1) Communications necessary for the performance or administration of an existing contract between the City and a vendor, provided such communications do not involve discussion of the active solicitation;

(2) Routine operational communications unrelated to the subject matter of the active solicitation; or

Any violation of Quiet Period restrictions may result in vendor disqualification, removal of an evaluation committee member, or other corrective action necessary to preserve the integrity of the procurement process.

Sec. 2-278. Procurement documentation and records.

(a) **Purpose.**
Procurement documentation ensures transparency, provides the legal and administrative history of procurement actions, and enables audit readiness.

(b) **Procurement file requirement.**
A procurement file shall be created and maintained for every procurement, regardless of method or dollar value.

(c) **Required documentation.**
Procurement files shall include documentation appropriate to the procurement method and shall, at minimum, include:
(1) Requisitions and funding verification;
(2) Scopes of work, specifications, or requirements;
(3) Method determination;
(4) Solicitation documents;
(5) Addenda, questions, and responses;
(6) Bids, proposals, or quotes received;
(7) Evaluation documentation;
(8) Award recommendations;
(9) Notices of award and notice to proceed;
(10) Insurance and bond documentation, where applicable;
(11) Contract documents and amendments;
(12) Receiving documentation;
(13) Invoice review and approvals; and
(14) Closeout documentation.

(d) **ERP system as system of record.**
The City's ERP system shall serve as the official system of record for procurement documentation. Procurement documents shall not be stored solely in email, personal drives, or departmental file systems.

(e) **Version control.**
All addenda, revisions, updated attachments, and clarifications issued during a solicitation shall be retained in the procurement file with clear versioning.

(f) **Electronic records.**
Electronic records shall be maintained in accordance with the City's records retention policy and applicable laws.

Sec. 2-279. Vendor eligibility, responsibility, suspension, and debarment.

(a) **Vendor eligibility.**
Vendors must meet all eligibility requirements established in this Article and applicable SOPs. Eligibility includes compliance with insurance, licensing, financial capacity, responsibility criteria, and any required certifications.

(b) **Responsibility determination.**
The Purchasing Director shall determine whether a vendor is responsible based on past performance, capability, integrity, and financial stability. Responsibility determinations shall be documented.

(c) **Suspension.**
The Purchasing Director may suspend a vendor for cause, including poor performance, safety violations, unethical behavior, failure to deliver, or other conduct inconsistent with City standards.

(d) **Debarment.**
The CFO may debar a vendor from participating in City procurements based on:
(1) Conviction of or civil judgment for fraud, theft, bribery, falsification or destruction of records, or other offenses indicating a lack of business integrity or honesty;
(2) Violation of federal, state, or local laws or regulations applicable to public contracting or procurement;
(3) Material misrepresentation or omission of information in a bid, proposal, or contract;
(4) Failure to perform in accordance with the terms of one or more contracts with the City, including default, termination for cause, or repeated failure to meet performance standards;
(5) Failure to pay subcontractors, suppliers, or employees in accordance with contractual or legal requirements;
(6) Engaging in collusion, bid-rigging, price-fixing, or other anticompetitive conduct;
(7) Attempting to improperly influence a procurement decision, including violations of ethical standards or quiet period requirements;
(8) Debarment, suspension, or ineligibility by another governmental entity; or
(9) Any other cause of such serious and compelling nature that it affects the vendor's present responsibility as a contractor.

(e) **SAM.gov compliance.**
Departments and the Purchasing Division shall confirm that vendors receiving federally funded awards are not listed on federal exclusion databases, including SAM.gov.

(f) **Notice and appeal.**
Vendors shall be provided written notice of suspension or debarment and may appeal in accordance with procedures established in SOPs.

(g) **Reinstatement.**
Vendors may request reinstatement after demonstrating corrective actions, improved performance, or changed circumstances as defined in SOPs.

(h) **Effect of suspension or debarment.**
Suspended or debarred vendors are not eligible for contract awards, renewals, or extensions during the effective period of the suspension or debarment.

DIVISION 5. CONTRACTING RULES

Sec. 2-280. Contract formation and execution.

(a) **Requirement for written contracts.**
All procurements resulting in contractual obligations shall be documented

through a written contract, purchase order, or other legally binding agreement approved in accordance with this Article.

(b) **Contract elements.**
All City contracts shall include, as applicable:
(1) Scope of work, specifications, or deliverables;
(2) Compensation, payment terms, and pricing structure;
(3) Performance standards and timelines;
(4) Insurance, bonding, and indemnification requirements;
(5) Term and renewal provisions;
(6) Termination rights;
(7) Applicable federal, state, and local compliance requirements;
(8) Audit and inspection rights; and
(9) Any other terms deemed necessary by the Purchasing Director or City Attorney.

(c) **City Attorney review.**
Contracts shall be reviewed and approved by the City Attorney or designee before execution, consistent with the City's Charter.

(d) **Execution authority.**
Contract execution and signature authority shall be governed by the City's approved contract signature and authorization policy and related financial control policies.

(e) **Electronic signatures.**
The City may use electronic signatures consistent with state law and City policy. Electronic signatures shall carry the same legal effect as original signatures when properly executed.

(f) **Notice to proceed.**
No work, services, or deliveries shall begin until the Purchasing Director issues a formal notice to proceed or purchase order, unless authorized under emergency procurement.

(g) **No side agreements.**
No employee or official may enter into informal, verbal, undocumented, or side agreements with vendors that alter or supplement contract terms. Any such agreement is void and unenforceable.

Sec. 2-281. Contract amendments and change orders.

(a) Cumulative amendments shall not be used to materially expand the scope of a contract beyond its original competitive basis without appropriate competition or approval as determined by the Purchasing Director and Chief Financial Officer and shall not exceed delegated authority threshold limits.

(b) **Purpose.**
Contract amendments and change orders (collectively “change orders”) may be used to modify contract terms, conditions, scope, quantities, or pricing, provided such modifications comply with this Article.

(c) **Allowable reasons.**
Change orders may be issued only when:
(1) Unforeseen conditions arise;
(2) Additional work is necessary for project completion;
(3) Adjustments are required to meet operational needs;
(4) Errors or omissions in the original contract must be corrected; or
(5) Other documented and justified reasons align with City interests.

(d) **Prohibited uses.**
Change orders shall not be used to:
(1) Circumvent competitive procurement requirements;
(2) Add scope that materially alters the nature of the original contract;
(3) Compensate for inadequate initial scoping without justification;
(4) Increase quantities for convenience without operational necessity; or
(5) Extend contract duration beyond allowable limits without proper approvals.

(e) **Competitive integrity certification.**
The Purchasing Director shall certify for each change order that the change does not materially alter competitive conditions or undermine the fairness of the original procurement.

(f) **Major change orders.**
Change orders exceeding the thresholds established in Section 2-288 and the Procurement Governance Manual shall require:
(1) Time-impact analysis;
(2) Updated funding verification; and
(3) Approval consistent with delegated authority levels.

(g) **Cumulative impact.**
The cumulative dollar value of all change orders shall be considered when determining approval authority, materiality, and compliance with competitive requirements.

(h) **Documentation.**
Change orders must be documented in the procurement file, including justification, approvals, funding verification, and impact analysis.

Sec. 2-282. Contract renewals and extensions.

(a) **Conditions for renewal.**
Contracts may be renewed or extended only when:
(1) Renewal options were included in the original solicitation and contract

(2) Satisfactory vendor performance has been documented;
(3) Pricing remains fair, reasonable, and market-competitive; and
(4) Funding is available;
or
(5) Renewal is in the City's best interest, and renewal has been approved by City Council.

(b) **Performance evaluation.**
The assigned Contract Manager shall conduct a performance evaluation prior to renewal, which shall be reviewed by the Purchasing Director.

(c) **Market competitiveness review.**
For Contract Renewals, the Purchasing Director may require a market analysis to support continued use of the vendor.

(d) **Prohibited renewals.**
Contracts may not be renewed:
(1) If performance evaluations indicate vendor deficiencies;
(2) If pricing is no longer competitive;
(3) If scope or conditions have materially changed; or
(4) If renewal would circumvent competitive requirements.

(e) **Approval authority.**
Renewals and extensions shall follow the same approval thresholds applicable to the original contract, unless otherwise provided by law.

(f) **Documentation.**
Renewal justifications, evaluations, and approvals shall be included in the procurement file.

Sec. 2-283. Multi-year contracts.

(a) **Authority.**
The City may award multi-year contracts when such agreements support operational needs, provide financial benefit, or enhance service continuity.

(b) **Legal requirements.**
All multi-year contracts shall include a non-appropriation clause and other provisions required by state law.

(c) **Justification.**
Departments must provide written justification addressing:
(1) Operational necessity;
(2) Cost savings or financial benefit;
(3) Alternative procurement analysis; and
(4) Long-term contract management considerations.

(d) **Performance and review.**
Multi-year contracts shall include measurable performance metrics and shall be

reviewed annually to assess vendor performance, compliance, and continuing value.

(e) **Pricing adjustments.**
If multi-year contracts include price adjustment mechanisms, such mechanisms shall be:
(1) Objective and measurable;
(2) Based on recognized economic indices or similar criteria; and
(3) Approved by the Purchasing Director and CFO.

(f) **Approval authority.**
Multi-year contracts shall require approval consistent with thresholds applicable to total multi-year value.

(g) **Documentation.**
Justification, performance reviews, pricing adjustments, and approvals shall be included in the procurement file.

DIVISION 6. SPECIAL PROVISIONS

Sec. 2-284. Exemptions.

(a) **Purpose.**
Certain procurements may be exempt from competitive requirements when competition is impracticable, not advantageous to the City, or prohibited by law. Exemptions must be applied narrowly and documented to preserve transparency and fairness.

(b) **Authorized exemptions.**
The following procurements may be exempt from competitive processes when properly justified and documented:
(1) Purchases from federal, state, or other governmental entities;
(2) Purchases under intergovernmental agreements;
(3) Memberships, conferences, subscriptions, and professional dues;
(4) Utilities, including electricity, water, gas, and telecommunications when only one provider is available;
(5) Bulk purchase of electricity or natural gas for resale;
(6) Permits, fees, and regulatory charges;
(7) Renewals of software licenses, maintenance agreements, or proprietary systems when only the original provider or authorized reseller can perform the service;
(8) Advertisements required by law;
(9) Services uniquely provided by public institutions or academic entities;
(10) Appointed Positions;

(11) Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.

(12) The procurement of employee benefits that are procured through a quotation and negotiating process conducted by an expert on behalf of the City (i.e., broker).

(13) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.

(14) Sponsorships as a promotion of the City and approved by the City Manager. Sponsorships shall have a specific line item in the budget and any expenditures shall not exceed the amount budgeted unless approved by the Council.

(c) **Approval and documentation.**

Each exemption shall be documented in writing, describing:

(1) The exemption category;

(2) The operational or legal basis for the exemption;

(3) Market research conducted, if applicable; and

(4) Approvals required under this Article.

(d) **Prohibition on bundling.**

Exemptions shall not be used to add unrelated scope or combine exempt and non-exempt items to avoid competition.

(e) **State and federal compliance.**

Exemptions shall comply with state procurement laws and federal procurement requirements, including 2 CFR 200 when federal funds are used.

(f) **Annual reporting.**

All exemptions above the informal procurement threshold shall be included in the Annual Procurement Report.

Sec. 2-285. Artistic, Entertainment, and Cultural Services

(a) **Purpose and Applicability.**

Procurements for artistic, entertainment, and cultural services supporting City-sponsored programs, events, and initiatives may be conducted under this Section when such services are based on unique creative expression, artistic capability, reputation, or programmatic fit.

(b) **Authorized Procurement Approach.**

Procurements under this Section may be conducted without formal competitive sealed bidding or proposal processes when competition is not practicable due to the subjective or unique nature of the services.

Such procurements shall be based on a Best Value determination and shall constitute a distinct procurement category separate from Sole Source procurement.

(c) **Determination Authority.**
The Purchasing Director shall determine the applicability of this Section. Such determination shall be documented in the procurement file.

(d) **Documentation and Compliance.**
Procurements conducted under this Section shall be documented and approved in accordance with the requirements established in the Procurement Governance Manual and applicable Standard Operating Procedures.

(e) **Prohibition on Misuse.**
This Section shall not be used to procure goods or services that are reasonably subject to competitive procurement.
Use of this Section to avoid competition requirements is prohibited.

(f) **Governance Alignment.**
Additional requirements, controls, and procedures shall be established in Tier 2 and Tier 3 procurement governance documents.

Sec. 2-286. Surplus property and disposition.

(a) **Purpose.**
Surplus property shall be disposed of in a fair, transparent, and efficient manner that maximizes value to the City.

(b) **Declaration of surplus.**
Department Director or formally designated written designee may request surplus designation by certifying that an item is obsolete, no longer needed, uneconomical to repair, or unsuitable for continued use.

(c) **Disposition methods.**
Surplus property shall be disposed of in a manner that maximizes value to the City and complies with applicable Georgia law. Unless otherwise authorized by law, surplus property shall be sold to the highest responsible bidder through public auction or competitive sealed bid following appropriate public notice.
Permitted methods of disposition include:

(1) Public auction;
(2) Competitive sealed bid;
(3) Trade-in or exchange toward replacement equipment;
(4) Transfer or sale to another governmental entity for public purposes;
(5) Donation to qualifying nonprofit or public organizations when authorized by law or when a valid public purpose is documented;
(6) Recycling or environmentally responsible disposal; or

(7) Disposal, including destruction, when the property has no remaining value or when all other methods are not feasible.

(d) Delegated Authority for Disposition.
The Chief Financial Officer, or designee, is authorized to approve the disposition of surplus personal property in accordance with this Section and applicable law, including the use of public auction, competitive sale, trade-in, recycling, or disposal methods.

Disposition of property shall comply with all applicable legal requirements, including public notice and competitive sale requirements where applicable.

The Chief Financial Officer may approve alternative methods of disposition, including donation or intergovernmental transfer, when authorized by law and when a valid public purpose is documented.

Disposition of real property or any disposition otherwise required by law shall remain subject to City Council approval.

(e) **Employee purchases.**
City employees and officials may acquire surplus property only through public auctions available to the general public.

(f) **Fixed-asset integration.**
Surplus disposition shall comply with the City's fixed-asset accounting policy, including asset removal, write-off, and reconciliation requirements.

(g) **Documentation.**
The procurement file or asset record shall include the method of disposition, justification, approvals, and revenue received, if applicable.

Sec. 2-287. Protests and appeals.

(a) **Right to protest.**
A vendor may protest a solicitation, proposed award, or award if the vendor believes the City has violated this Article, failed to follow required procedures, or acted in a manner that compromises fairness.

(b) **Filing requirements.**
Protests shall be filed with the Purchasing Director:
(1) Be submitted in writing within the timeframe established in SOPs following issuance of a Notice of Intent to Award;
(2) Identify the specific grounds for protest;
(3) Describe the facts supporting the protest; and
(4) State the remedy sought.

(c) **Effect of Notice of Intent to Award.**
Issuance of a Notice of Intent to Award shall initiate the protest filing period. No contract subject to protest shall be executed until the protest period has expired or any timely filed protest has been resolved, unless the City Manager determines in writing that execution is necessary to protect public health, safety, welfare, or operational continuity.

(d) **Initial determination.**
The Purchasing Director shall review the protest, evaluate the allegations, and issue a written determination.

(e) **Appeal.**
Vendors may appeal the Purchasing Director's determination to the CFO, whose decision shall be final.

(f) **Stay of award.**
The City may pause an award decision during protest review unless doing so would threaten public health, safety, or operational continuity.

(g) **Debriefings.**
Upon request, debriefings may be provided in accordance with the Evaluation Manual. Debriefings shall not include confidential information belonging to other vendors.

(h) **Frivolous protests.**
The Purchasing Director may dismiss protests determined to be frivolous, repetitive, or filed in bad faith.

Sec. 2-288. Enforcement and penalties.

(a) **Employee violations.**
Employees and officials who violate this Article, applicable policies, or internal control requirements may be subject to disciplinary action under the City's Personnel policies.

(b) **Vendor violations.**
Vendors who engage in fraud, collusion, unethical behavior, misrepresentation, or other misconduct may face suspension, debarment, termination of contracts, recovery of funds, or legal action.

(c) **Unauthorized commitments.**

Ratification of unauthorized commitments may be requested but is not guaranteed and is subject to review and approval by the official or governing body that holds approval authority for the total value of the procurement under this Article and the Procurement Governance Manual.

Ratification is discretionary and shall be granted only when determined to be in the best interest of the City. Ratification does not waive compliance with disciplinary or corrective measures as required under procurement governance policies.

(d) **Voidable actions.**
Procurement actions, contracts, or amendments made in violation of this Article may be declared voidable by the City.

(e) **Criminal referral.**
Suspected criminal violations shall be referred to the City Attorney and, when appropriate, law enforcement.

Sec. 2-289. Reporting requirements.

(a) **Annual Procurement Report.**
The Purchasing Director, under supervision of the CFO, shall prepare an Annual Procurement Report summarizing procurement activities for the preceding fiscal year.

(b) **Required content.**
The report shall include:
(1) Total Citywide spend by department;
(2) Summary of procurement methods used;
(3) Ratio of competitive to noncompetitive procurements;
(4) Summary of sole source procurements;
(5) Summary of exemptions;
(6) Micro-purchase distribution analysis;
(7) Informal procurement distribution analysis;
(8) Summary of vendor performance evaluations;
(9) Suspension and debarment activity;
(10) Renewal and extension justifications; and
(11) Summary of multi-year contract reviews.

(c) **Transparency.**
The Annual Procurement Report shall be completed and presented within ninety (90) days following the close of the City’s fiscal year, unless otherwise directed by the City Manager or City Council..

(d) **Additional reporting.**
The CFO, City Manager or City Council may request supplemental reports as needed to ensure compliance, oversight, and transparency.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Adoption of a Resolution Establishing a Consolidated Planning and Zoning Fee Schedule
Department:	Finance; Planning and Development
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	The proposed fee schedule is designed to achieve cost recovery for planning and zoning services. While revenues may be generated, fees are structured to offset administrative, technical review, and processing costs rather than to create a profit center. Fiscal impacts will vary annually based on development activity levels.
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Review and adopt a resolution approving a consolidated Planning and Zoning Fee Schedule, establishing standardized fees for applications, permits, and related services, with an effective date of July 1, 2026.

Summary: Staff requests City Council review and adopt a consolidated Planning and Zoning Fee Schedule that codifies existing fees and aligns charges with the City's cost of providing regulatory and quasi-judicial services. The proposed schedule standardizes fees across application types, improves transparency, and ensures consistency in administration while maintaining accessibility for applicants.

Background: The purpose of the proposed resolution is to formally adopt a consolidated Planning and Zoning Fee Schedule that reflects the City's current practices and aligns fees with the cost-of-service delivery. Planning and zoning functions are primarily regulatory and quasi-judicial in nature; therefore, fees are intended to recover reasonable administrative and technical costs without creating barriers to public access.

The fee schedule includes application, permit, and service fees associated with land development,

zoning actions, variances, permits, and related planning services. The schedule consolidates these fees into a single, comprehensive document for ease of use and administration.

Significant Impacts

- Establishes a unified and clearly defined fee structure
- Aligns fees with actual staff time, review processes, and administrative costs
- Enhances transparency and predictability for applicants and stakeholders
- Supports consistency across departments involved in development review

Staff evaluated current fees, and internal cost considerations, including staff time, processing complexity, and required public notice procedures. The resulting schedule reflects a balance between cost recovery and maintaining reasonable access to services.

Adoption of the consolidated fee schedule will formalize existing practices, improve administrative efficiency, and ensure that fees remain equitable, transparent, and aligned with the City's cost of service delivery.

Fiscal Impact: The fee schedule is structured to recover costs associated with planning and zoning services, including application review, public hearings, staff analysis, and administrative processing. Revenues generated will offset operational expenses within the Finance and Planning and Development Departments. The schedule is not intended to generate excess revenue but to maintain fiscal sustainability of regulatory services.

Concurrences: Planning and Development Department

Attachments/Exhibits:

- Planning Fees.docx

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Land Development Fees (Effective July 1, 2026)			
Application, Permit, or Service Type		**Plan Review Fee**	**Permit or Plat Fee**
Limited Land Disturbance Permit Fees			
Limited Land Disturbance Permit		$200	$50/Acre (Minimum $50)
Limited Land Disturbance Extension (One three-month extension prior to expiration)		$75	N/A
Limited Land Disturbance Renewal		$75	50% of Total Permit Fee
Development Permit Fees			
Development Plans with Subdivision	Minor Subdivision (five or fewer lots)	$50 + $15/Lot	$50/Lot
	Subdivision Development Permit	$300 + $20/Lot	$25/Lot (Minimum $500)
	Final Plat	$300 + $20/Lot	$15/Lot (Minimum $500)
Development Plans without Subdivision	0 to 1 Acre	$300	$150/Acre (Minimum $1,000)
	1.01 to 5 Acres	$750	
	5.01 or more Acres	$1,000	
Drainage Review Fee		More than 10 Acres	$1,500
Development Permit Extension Fee		$75	$150
Development Permit Renewal		$75	50% of Total Permit Fee
Development Permit Plan Resubmittal/Re-review (After third review)		50% of Total Plan Review Fee	N/A
Soil Erosion, Sédimentation and Pollution Control Plan Review		N/A	$15/disturbed acre
Local NPDES fees		N/A	$40/disturbed acre
Major Plan Revision (After Permit Issuance or Plan Authorization)		$75	50% of Total Permit Fee
Miscellaneous Development Fees			
Modification Application		$100	
Development Certification Letter		$50	
Tall Structure Permit Application (Greater than 50 feet in height)	Communication Tower	$6,000	
	Noncommunication Structure, Steeple, Silo, Tall Building	$600	
	Amateur Radio Tower	$600	
	Permitted Use Communication Tower	$2,000	

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Burial Disturbance Permit	**Relocation**	Five Permits or Less	$500
		More than Five Permits	$500 + $100 for each additional relocation greater than five, not to exceed $2,500
	Preservation	Five Permits or Less	$500
		More than Five Permits	$500 + $25 for each additional relocation greater than five, not to exceed $750
Land Development Permit Reinspection Fee	First Follow-up Inspection		$0
	Second Follow-up Inspection		$75
	Third and each Subsequent Follow-up Inspection		$150
Penalty for Site Activity prior to issuance of Permit (Land Disturbance, Development, Utility Construction, Grease Trap)			100% of the Permit Fee
Annual Registration of Telecommunication Towers			$100/tower for inaugural registration $50/tower per year for each annual registration thereafter
Annual Registration of Oversized Signs			$100/sign for inaugural registration $50/sign per year for each annual registration thereafter

Planning & Zoning Fees (Effective July 1, 2026)			
Rezoning and Change-in-Condition Application Fees			
Single-Family Residential (AR, RS-180, RS-150, RS-60, RS-50 INF)			
0 to 5 Acres	5.01 to 10 Acres	10.01 to 20 Acres	Over 20 Acres
$750	$1,000	$1,500	$2,000
Multifamily and Mixed Use (RS-TH INF, RM-8, RM-12, RM-24, MH, CMU)			
0 to 5 Acres	5.01 to 10 Acres	10.01 to 20 Acres	Over 20 Acres
$1,000	$1,500	$2,000	$2,500
Commercial, Office, and Industiral (OI, BG, BGC, HSB, LM, HMO-I, C-1, C-2, C-3, M-1, M-2)			
0 to 5 Acres	5.01 to 10 Acres	10.01 to 20 Acres	Over 20 Acres20.01 to 100 Acres
$1,000	$1,500	$2,000	$2,500

Annexation, Buffer Reduction, and Special Use Permit Applications	
Annexation Application	$200
Buffer Reduction Application	$500*
Special Use Permit Application	$500*

**A Special Use Permit or Buffer Reduction related to a companion Rezoning or Change-In-Conditions case shall not incur an additional fee.*

Variance and Appeals Applications		
Board of Appeals Application	Variance	$450
	Appeal	$450
Appeal to City Council		$500
Administrative Variance Application (per variance)	Single-Family Residential	$100
	Multifamily Residential or Commercial	$250

Miscellaneous	
Each Concurrent Variance (Rezoning, Special Use Permit, and Change-in-Conditions)	$100
Zoning Certification Letter (per non-contiguous parcel)	$150
Zoning Affidavit Letter	$75
Home Occupation Permit	$75

Building Permit Fees (Effective July 1, 2026)		
Permit fees for new complete building construction will be calculated using the International Code Council Building Valuation Data at a rate of $4 per $1,000 of estimated construction cost.		
Steps to calculate fee:		
Step 1: Determine the Construction Type and Occupancy Group from ICC Building Valuation Data		
Step 2: Find the Construction Cost from ICC Building Valuation Data using total square feet of construction		
Step 3: Multiply the Construction Cost by 0.004 to determine the permit fee ($4 per $1,000 construction value)		
Building permit fees will be updated annually on January 1 to reflect the current published ICC chart		
Building permit fees for Shell Only Construction will be based on 80% of the calculated building valuation		
Building permit fees include Plan Review and Building Inspections		
Application, Permit, or Service Type	**Plan Review Fee**	**Permit Fee**
Building Permit Fees		
Building Permit	$150	$4 per $1,000 of construction value
Tenant Change Permit	$150	N/A
Extension Fee for Building Permits	$75	N/A
Renewal Fee for Building Permits	$75	50% of total building permit fee
Inspections		
Building Permit Reinspection Fee	First Follow-up Inspection	$0
	Second Follow-up Inspection and each Subsequent Follow-up Inspection	$75
Plan Revisions		
Building Permit Plan Resubmittal Fee (After third review prior to Permit issuance)		25% of Total Building Permit Fee
Building Permit Plan Revision Fee (After Permit issuance)		$75 plus additional fees if cost increase
Penalty Fees		
Penalty for Construction Prior to Issuance of Permit		100% of the Permit Fee
Sign Location Permits		
Wall and Ground Sign (per sign)	$150	$4 per $1,000 of construction value
Temporary Sign (per sign)	$50	N/A
Sign Permit Renewal (per sign)	$75	N/A
Penalty for any construction/installation prior to Sign Permit issuance		100% of the Sign Permit Fee

Planning Fees

May 13, 2026

Land Disturbance

Fee Category	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Clearing Permit	$200 review + $25/acre (min. $50)	$200 review + $50/acre (min. $50)	$200 review + $25/acre (min. $50)
Extension	$50	$75	$75
Renewal	$50	$75 review + 50% of total permit fee	$75 review + 50% of total permit fee
Soil Erosion / Sedimentation Plan Review	$15/disturbed acre	$15/disturbed acre with minimum $300	$300
Local NPDES Fees	$40/disturbed acre	$40/disturbed acre	N/A

Development Plans

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Minor Subdivision, 5 or fewer units	$50 + $15/unit review; $50/unit plat fee	$50 + $15/unit review; $50/unit plat fee	$50 + $15/unit review; $50/unit plat fee
Subdivision Development Permit	$300 + $20/unit review; $25/unit permit, minimum $500	$300 + $20/unit review; $25/unit permit, minimum $500	$300 + $20/unit review; $25/unit permit, minimum $500
Final Plat	$300 + $20/unit review; $15/unit plat fee, minimum $500	$300 + $20/unit review; $15/unit plat fee, minimum $500	$300 + $20/unit review; $15/unit plat fee, minimum $500

Development Plans without subdivisions

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
0 to 1 acre	$300 review + $150/acre permit fee, minimum $1,000	Development Fee: $300 review + $1000 + $150/acre	$500 + $150/Acre for each additional acre over 5
1.01 to 5 acres	$750 review + $150/acre permit fee, minimum $1,000	$750 review + $150/acre permit fee, minimum $1,000	$500 + $150/Acre for each additional acre over 5
5.01 or more acres	$1,000 review + $150/acre permit fee, minimum $1,000	$1,000 review + $150/acre permit fee, minimum $1,750	$500 + $150/Acre for each additional acre over 5

Development Permit Renewals, Extensions, and Revisions

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Development Permit Renewal	$150	$75 review + 50% of total permit fee	$75 review + 50% of total permit fee
Development Permit Extension	$150	$150	$150
Resubmittal / Re-review after third review	50% of total plan review fee	50% of total plan review fee	50% of total plan review fee
Major Plan Revision	50% of total plan review fee	$75 review + 50% of total permit fee	$75 review + 50% of total permit fee
Penalty for site activity before permit issuance	100% of permit fee	100% of permit fee	100% of permit fee

Miscellaneous Land Development Fees

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Modification Application	$100	$100	N/A
Development Certification Letter	$50	$50	$50
Land Development Reinspection, first follow-up	$0	$0	$75
Land Development Reinspection, second follow-up	$50	$75	$75
Land Development Reinspection, third and subsequent	$100	$150	$75

Tall Structures, Towers, and Annual Registrations

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Communication Tower	$6,000	$6,000	N/A
Noncommunication Structure / Steeple / Silo / Tall Building	$600	$600	N/A
Amateur Radio Tower	$600	$600	N/A
Permitted Use Communication Tower	$2,000	$2,000	N/A
Annual Telecommunication Tower Registration	$100 inaugural; $50 annually thereafter	$100 inaugural; $50 annually thereafter	N/A
Annual Oversized Sign Registration	$100 inaugural; $50 annually thereafter	$100 inaugural; $50 annually thereafter	N/A

Rezoning and Change-in-Condition, Single-Family Residential

Acreage Tier	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
0 to 5 acres	$750	$750	$500 + $10 per unit
5.01 to 10 acres	$1,000	$1,000	$750 + 10 per unit
10.01 to 20 acres	$1,500	$1,500	$1000 + $10 per unit
20.01 to 100 acres	$2,000	$2,000	$1,500 + $10 per unit

Rezoning and Change-in-Condition, Multifamily / Mixed Use

Acreage Tier	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
0 to 5 acres	$1,000	$1,000	$500 + $10 per unit
5.01 to 10 acres	$1,500	$1,500	$750 + 10 per unit
10.01 to 20 acres	$2,000	$2,000	$1000 + $10 per unit
20.01 to 100 acres / over 20 acres	$2,500	$2,500	$1,500 + $10 per unit

Rezoning and Change-in-Condition, Commercial / Office / Industrial

Acreage Tier	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
0 to 5 acres	$1,000	$1,000	$500
5.01 to 10 acres	$1,500	$1,500	$750
10.01 to 20 acres	$2,000	$2,000	$1,000
20.01 to 100 acres	$2,500	$2,500	$1,500

Variance and Appeal Applications

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Zoning Variance, Single-Family Residential	$250	$450	$450
Zoning Variance, Multifamily Residential	$450	$450	$450
Zoning Variance, Nonresidential / Mixed-Use	$700	$450	$450
Appeal	$100	$450	$450
Appeal to City Council	N/A	$500	$500
Administrative Variance, Single-Family Residential	$250	$250	$100
Administrative Variance, Multifamily Residential	$350	$350	$250
Administrative Variance, Nonresidential / Mixed-Use	$600	$600	$250 for multifamily or comm

Miscellaneous Planning and Zoning Fees

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Each Concurrent Variance and Waiver	$100	$100	$100
Zoning Certification Letter	$50	$150	$150
Zoning Affidavit Letter	Not listed	$75	$75
Home Occupation Permit	Not listed	$75	$75

Building Permit Valuation Method

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
New complete building construction	$4 per $1,000 of estimated construction cost	$4 per $1,000 of estimated construction value	$1 per $1,000 of construction value
ICC Building Valuation Data	Used	Used	Used
Shell-only construction valuation	50% of calculated building valuation	80% of calculated building valuation	80% of calculated building valuation

Other Building Permit Fees

Application / Service	Gwinnett County	Lawrenceville Proposed	Lawrenceville Current
Building Permit Extension	$25	$75	$75
Renewal Fee for Expired Building Permit	$50	$75 + 50% of total building permit fee	$75 + 50% of total building permit fee
Tenant Change Permit	$120	$150 review fee	$150 review fee
Demolition	$150	$150	$150
Vacant Structure	$100	$100	$100
Boarding-Up Permit	$200 initial; $100 renewal	$200 initial; $100 renewal	$200 initial; $100 renewal

Questions



LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL NEW BUSINESS

Item:	Pole Attachment License Agreement with Comcast Cable Communications, LLC
Department:	City Clerk
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	N/A
Presented By:	Jacquelyn Bell, Assistant City Clerk
Action Requested:	Approval of Pole Attachment License Agreement with Comcast Cable Communications, LLC

Summary: Approval of Pole Attachment License Agreement with Comcast Cable Communications, LLC., for the ability to attach telecommunications cables to Poles throughout the City of Lawrenceville, without having to bore underground.

Attachments/Exhibits:

- Comcast Pole Agreement – 2026.docx

POLE ATTACHMENT LICENSE AGREEMENT

FOR DISTRIBUTION POLES

BETWEEN

CITY OF LAWRENCEVILLE

AND

COMCAST CABLE COMMUNICATIONS, LLC

DATED AS OF

_____, 2026

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

THIS AGREEMENT ("Agreement"), effective as of this ___ day of _____2026 ("Effective Date"), by and between the City of Lawrenceville (the "Electric Provider"), and Comcast Cable Communications, LLC (the "Licensee"), referred to collectively as "**Parties**," and individually as "**Party**";

WHEREAS, the Electric Provider and Licensee desire to enter into a pole attachment license agreement for the use of Electric Provider's poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE 1 – SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Georgia, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Electric Provider reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

ARTICLE 2 – EXPLANATION OF TERMS

A. For the purpose of this Agreement, the following terms shall have the following meanings:

"Actual Costs" means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Electric Provider labor. Electric Provider Actual Costs shall be verifiably comparable to the cost Electric Provider pays for similar work to its own facilities.

"Actual Inventory" is defined in Article 11.A hereof.

"Adjustment Payment" is the annual rental rate paid by the Licensee to the Electric Provider for Attachments to Poles as provided for in Article 9, Unauthorized Attachments, of this Agreement.

"Application" means the process described in Article 4 hereof used by the Licensee to receive Electric Provider's permission to install initial facilities, or to add additional facilities outside the Licensee's allocated twelve inches (12") of space on Electric

Provider's poles, as provided herein. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

"Attachment" means any wire, line or apparatus attached to a Pole, including, but not limited to, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below, but not both, the bolted Attachment. Where only one bolted Attachment is affixed to the Electric Provider's Pole, and service wires and/or "J-Hooks" are located within the same twelve inches (12") occupied by the bolted Attachment, such locations shall be counted as a single Attachment for Rental Fee purposes. Each bolted Attachment shall constitute a second Attachment for billing purposes without respect to the separation from the through-bolt.

"Clearance Space" means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, "horizontal" means spanning from Pole to Pole or extending more than three feet (3') from the surface of the Pole.

"Contact Person" is defined in Article 18.

"Cost in Place" means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

"Effective Date" is defined in the Preamble.

"Electric Provider" is defined in the Preamble.

"Force Majeure Event" is defined in Article 25.C.

"Safety Inspection" means a safety inspection of Electric Provider poles to identify and remediate non-conforming Attachments (e.g., NESC violations) and other safety conditions on Electric Provider poles, performed after the Effective Date.

"Joint User" means a person or entity that is currently occupying or reserving space on Electric Provider's Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Electric Provider in return for granting Electric Provider equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

"J-Hook" is a screw-like threaded item used to make attachments. The item resembles the letter "J."

"Licensed Pole" means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.

"Licensee" means the party having the right under this Agreement to make and maintain Attachments on an Electric Provider Licensed Pole as defined in the Preamble.

"Licensee Transfer Date" is defined in Article 6.E.

"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 Electric Provider, and other existing parties on the applicable Pole, to prepare the Poles for Licensee'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 outlined in this Agreement. Electric Provider Make Ready Costs shall be verifiably comparable to the cost Electric Provider pays for similar Make Ready Work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing violations of the Electric Provider, or others attached to Electric Provider's Pole.

"Make Ready Estimate" means the estimate prepared by Electric Provider for all Make Ready Work that may be required by Electric Provider to accommodate Attachment(s) by Licensee.

"Make Ready Work" means all work required by Electric Provider or others attached to the Pole to accommodate Attachment(s) by Licensee.

"NESC" is defined in Article 3.

"Outside Party" is defined as persons or entities not party to this Agreement.

"Overlashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Licensee shall not allow third party Overlashing without Electric Provider's prior approval or Overlashing to Unauthorized Attachments.

"Parties" is defined in the Preamble.

"Pole" or "pole" means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Electric Provider to support distribution lines and related facilities of Electric Provider, including drop and lift poles.

"Rental Fee," "rental fee," "Rental" or "rental" means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Electric Provider pursuant to Article 11 of this Agreement.

"Rearrangement" means the moving of Licensee Attachments, the Electric Provider's equipment or a third party's equipment from one position to another on the same Pole.

"Service Drop" means a Licensee wire or other facility used to connect to a customer's location from an Electric Provider pole.

"Specifications" is defined in Article 3 hereof.

"Transfer" means the removal of Attachments from one Pole and the placement of such Attachments or substantially identical Attachments upon another Pole.

"Unauthorized Attachment" means any affixation of any Licensee Attachment made following the Effective Date of this Agreement to Electric Provider Poles, which has not been authorized as required by this Agreement and for which Licensee has not paid

"Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.

"Vertical Attachment" is defined in Article 4.A.5(b).

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

(1) the word "or" is not exclusive and the words "including" or "include" are not limiting;

(2) the words "hereby," "herein," "hereof," "hereunder" or other words of similar meaning refer to the entire document in which it is contained;

(3) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;

(4) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;

(5) a reference to singular includes plural and vice-versa and each gender includes the other;

(6) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;

(7) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;

(8) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;

(9) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;

(10) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;

(11) "$" or "dollars" refers to United States dollars; and

(12) The word "will" has the same meaning as "shall."

ARTICLE 3 – SPECIFICATIONS

A. The use of the Poles covered by this Agreement shall be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Schedule 3 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof; and (2) requirements of the National Electrical Safety Code (2023) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications shall apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications shall, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted shall be included within the term "Specifications". 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.

B. Each Party shall keep its Attachments in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Electric Provider's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than four (4) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Electric Provider encounter any of Licensee's Attachments without permanent identification markers, Electric Provider may notify Licensee, provided that Electric Provider can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Electric Provider may install the necessary markers, and Licensee shall reimburse Electric Provider for the cost of such work.

ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES

Before Licensee shall make use of Electric Provider's Poles under this Agreement, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message,

return receipt requested, to Electric Provider as notice that the Application was hand-delivered or sent by the U.S. mail.

Notwithstanding the foregoing, Licensee shall not be required to submit an Application for Overlashing. In lieu of submitting an Application, Licensee shall notify Electric Provider five (5) business days prior to any Overlashing. Said notice shall be provided in the form of Appendix A containing the necessary engineering data to confirm that the proposed Overlashing complies with the Specifications. Licensee's Overlashing shall be compliant with the Specifications. Licensee will be responsible for all Make Ready Costs for Poles on which Licensee's facilities were not compliant at the time of the Overlashing, or as a result of the Overlashing, i.e., Make Ready that would have been necessary hereunder had the Licensee submitted an Application for the applicable Overlashing. Licensee will not be responsible for any Make Ready Costs attributable to non-compliant conditions caused by the Electric Provider or others if the Overlashed Poles were out of compliance prior to any such Overlashing. Licensee shall not be responsible for inspection fees where Make Ready is not required. Licensee shall also notify and coordinate rearrangements with all other Outside Parties when a proposed Overlashing impacts attachments of affected Outside Parties.

A. APPLICATION AND NOTIFICATION PROCEDURE

1. Except in connection with (i) the placement of Service Drops, (ii) Pole Transfers, (iii) the installation of power supplies, amplifiers or risers, (iv) Overlashing, (v) correcting noncompliance, (vi) removals, or (vii) any other written Electric Provider requested action of the Licensee, Licensee must submit to Electric Provider an Application for any Licensee construction on Electric Provider Poles (including reconstruction of existing Pole lines) that involves the placement of new Attachments.

2. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Except as to installation of new Electric Provider Poles where none currently exist, as provided for in Article 7.A., Licensee shall be charged in the amount of fifty dollars ($50) for each Application submitted under this Agreement. Electric Provider shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the Electric Provider's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is received. Electric Provider will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

Inspection Fee – Except for any work required by Electric Provider, including, but not limited to, Transfers and rearrangements done at the request of Electric Provider or a third party, road improvement projects, and the installation of new Poles where none currently

exist, Licensee shall reimburse Electric Provider for the Actual Costs incurred by Electric Provider in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. The Electric Provider will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Electric Provider for such costs within forty-five (45) days of receipt of the invoice from Electric Provider.

Timeframes:

(a) If Licensee's Application includes ten (10) or less Poles, Electric Provider shall approve, approve with conditions (e.g., if Make Ready is required), or deny Licensee's Application within fourteen (14) days after the receipt of a completed Application.

(b) If Licensee's Application includes between eleven (11) and one-hundred (100) Poles, Electric Provider shall approve, approve with conditions, or deny Licensee's Application within thirty (30) days.

(c) If Licensee's Application includes more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable Application processing period for processing Licensee's Application.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Electric Provider shall include a Make Ready Estimate with its response. If the Electric Provider rejects the Application in whole or in part, the Electric Provider will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1.

3. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with Electric Provider Actual Costs. If necessary, the Licensee shall request clarification on the Make Ready Cost before requesting the Electric Provider to commence Make Ready Work. The Electric Provider's total charges shall be consistent with Article 7 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit.

4. Electric Provider shall complete Make Ready Work on Applications involving ten (10) or less Poles within thirty (30) calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Electric Provider shall complete Make Ready Work, if applicable, on permits involving between eleven (11) and one-hundred (100) Poles within sixty (60) days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work, if applicable. In the event Make Ready Work on Application involves more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable period for completing such Make Ready Work. Licensee may request expedited handling of Electric Provider's work, and Licensee shall

be responsible for the additional Actual Costs incurred by Electric Provider for such expedited processing. To the extent it has the authority to do so, Electric Provider shall cause all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee shall make payment for Electric Provider's Make Ready Work within forty-five (45) days of the written acceptance.

5. Electric Provider shall provide written notice to Licensee no later than three (3) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Electric Provider that the Make Ready work has been completed, the Licensee shall have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one (1) calendar year from the Electric Provider's notice of completion of Make Ready Work, the Electric Provider may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void, and require the submission of another Application, along with engineering fees necessary to reimburse the Electric Provider for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee shall notify the Electric Provider prior to construction. Licensee shall provide written notice to Electric Provider no later than fifteen (15) business days following the completion of Licensee's work so that Electric Provider may perform its inspection of Licensee's new or modified Attachments to Electric Provider's Pole. Upon completion of the post inspection, Electric Provider will provide the Licensee an inspection report.

(a) Any Service Drop that is placed by the Licensee on an Electric Provider Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement, including in Article 2.

(b) Licensee, without following the Application procedure, may utilize Clearance Space below its Attachments, for terminals, risers, power supplies or other vertical Attachments extending horizontally from the Pole no more than three feet (3'), and such use does not interfere with the Electric Provider's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and is otherwise compliant with the terms of this Agreement (including the Specifications) ("Vertical Attachment"). Any such Vertical Attachments will be subject to all other provisions of this Agreement, except that Licensee shall owe no Rental Fees for such Vertical Attachments.

(c) Licensee and Electric Provider shall each place, Transfer and rearrange its own Attachments and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each Party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

(d) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the Parties hereto in the manner provided in Article 7.

(e) Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:

(i) Licensee's Attachment was licensed under the terms of a prior pole attachment agreement; or

(ii) Licensee had Attachments on the Pole either licensed or unlicensed as of the Effective Date;

(f) This Agreement shall be deemed as settlement with respect to unpaid amounts owed to Electric Provider under prior pole attachment agreements or liability of the Licensee for trespass, unjust enrichment or other actions in law or equity by Electric Provider for unlicensed Pole Attachments or safety or other code violations, except that Licensee shall correct any non-compliance with the Specifications, as applicable and as provided herein.

(g) This Agreement may be used by the Licensee to install "wireless" equipment facilities to Electric Provider Poles, so long as the equipment does not exceed Licensee's twelve inches (12") of space and does not interfere with the facilities of Electric Provider or other Licensees attached to Electric Provider's Poles.

ARTICLE 5 – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Electric Provider and Licensee will cooperate as far as may be practicable in obtaining right-of-way for both parties on Licensed Poles, the Electric Provider does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Electric Provider's Poles, no liability on account thereof shall attach to the owner of the Poles.

Electric Provider shall maintain pole line right-of-way clearances according to Electric Provider's standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Electric Provider's standard clearance practices at its own expense.

ARTICLE 6 – MAINTENANCE OF POLES AND ATTACHMENTS

A. The Electric Provider shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and shall replace, reinforce or repair Poles as they become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Electric Provider's Poles, and Licensee will provide necessary

training and equipment for its representatives to safely execute their work on Electric Provider's Poles. Prior to working on a Pole, Licensee shall, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee believes that a pole contains non-compliant or unsafe conditions, Licensee shall promptly notify Electric Provider of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Electric Provider will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Electric Provider does not warrant, guarantee, or imply that any Pole abandoned by Electric Provider possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Electric Provider will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Electric Provider shall, before making such replacement or relocation, give written notice thereof of not less than thirty (30) days for five (5) poles or less and sixty (60) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

1. An alternate method of notification (as opposed to the above-described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each Party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 6.

D. Transfer of Licensee's Attachments by the Electric Provider shall be effected in accordance with Schedule 1 hereof, as agreed to by the Parties.

E. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments, or at such mutually agreeable alternative date and time ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other

rights and remedies available under this Agreement: The Licensee shall pay the Electric Provider the following amounts until the Licensee has Transferred its Attachments and notified the Electric Provider in writing or through NJUNS that the Transfer has been accomplished: (a) five dollars ($5) per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) ten dollars ($10) per Pole per month (instead of five dollars ($5)) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the Electric Provider to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where Electric Provider has not used the correct NJUNS member code, as provided by the Licensee, to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Electric Provider that the Transfer has been accomplished and the Electric Provider returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Electric Provider's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time.

F. Each party shall at all times maintain all of its Attachments in accordance with the Specifications in Article 3, except as provided in Article 8.

ARTICLE 7 – DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. Whenever Electric Provider requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit an Application. If Licensee chooses to attach to a newly installed Pole(s) and requires more than the twelve inches (12") of space on such pole, the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a Pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Electric Provider's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

B. ADDITIONAL MID-SPAN POLE. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Electric Provider and the Licensee, which would have been unnecessary except solely due to Licensee's use, shall be erected at the sole expense of the Licensee, or in the case of multiple Licensees on the Licensed Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

C. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

D. REPLACEMENT OF EXISTING POLES. Where an existing Pole is replaced for maintenance purposes, Electric Provider shall erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Electric Provider will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole shall be removed and retained by Electric Provider.

1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Electric Provider's requirements, such as providing service, normal maintenance, or keeping the Electric Provider's wires clear of trees, shall be erected at the sole expense of the Electric Provider. The Electric Provider shall bear the full expense of replacing or Transferring all the Electric Provider's Attachments, and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee’s requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Electric Provider the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User’s requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User shall pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee’s Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Electric Provider, and other third parties, if applicable, the rest of the cost of erecting such Pole to be borne by the Electric Provider. The Electric Provider and Licensee shall replace or Transfer all Attachments at their own expense.

E. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee’s Service Drop, the Licensee shall pay to the Electric Provider the installed cost of the new Pole plus the labor costs of replacing or Transferring of the

Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the Electric Provider.

G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE. In the event the Electric Provider installs a Pole larger than is initially required for Electric Provider's and Licensee's use in anticipation of Electric Provider's future requirements or additions, the additional space provided by Electric Provider shall be reserved for Electric Provider's sole use. Licensee may request documentation to validate the need for future space.

ARTICLE 8 – SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. Not more than once every five (5) years, Electric Provider may perform periodic system-wide Safety Inspections of Electric Provider Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Electric Provider, and other attachers to Licensed Poles, shall share equally in reasonable, actual, and documented Safety Inspection costs, whether the Safety Inspection is performed by the Electric Provider or a third-party contractor. Licensee will pay a pro-rata share of the Electric Provider's reasonable, actual, and documented inspection costs and will incur its own costs to participate in such periodic Safety Inspections. The Licensee's pro-rata share of Electric Provider's cost will be equal to the percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

B. CORRECTIONS. In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Electric Provider may correct the Imminent Danger Violation and bill Licensee for the Actual Costs incurred. Licensee shall not be subject to any safety violation penalties pursuant to the Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a "Non-Imminent Danger Violation") discovered during the Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. If any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Electric Provider, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Electric Provider or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Electric Provider or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all

circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Electric Provider Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Electric Provider is found to be in violation of Specifications and Electric Provider has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Electric Provider shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

2. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Electric Provider and any other attachers; and the Electric Provider will make reasonable effort to cause the Outside Party to make such payment.

3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. PENALTIES. Electric Provider may impose a penalty in the amount of one hundred ($100) dollars for any violation caused by the Licensee that is not corrected within the applicable time period after written notice from the Electric Provider or within the alternative time-period agreed to by the Parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Electric Provider may correct the violation and bill Licensee for the Actual Costs incurred.

ARTICLE 9 – UNAUTHORIZED ATTACHMENTS

Except in the case of Service Drops, if any Attachment or Overlashing made after the Effective Date, is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied ("Unauthorized Attachment"), then the Licensee shall pay to the Electric Provider a one-time fee of one hundred dollars ($100) per Unauthorized Attachment plus a sum equal to the Adjustment Payments that would have been

payable from and after the date the Attachment was first placed on the Electric Provider's Pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the last Actual Inventory was conducted or five years, whichever is less. In addition, the Electric Provider, without prejudice to its other rights or remedies under this Agreement, may require the Licensee to submit within fifteen (15) business days of written notice from the Electric Provider an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, Electric Provider may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties. Bills and Payment for Work, to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, Electric Provider may declare the Licensee in Default of this Agreement and the provisions of Article 12, Defaults, shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications. Each Unauthorized Attachment found by Electric Provider shall be added to inventory of Licensee's Attachments used in calculating annual Pole Attachment Rental Fees due from Licensee to Electric Provider. No Unauthorized Attachment Fee shall apply to Service Drops. Licensee shall also correct any safety violations caused by Service Drop Attachments and the Unauthorized Attachment.

ARTICLE 10 – ABANDONMENT OF LICENSED POLES

A. NOTICE OF ABANDONMENT OR REMOVAL OF ELECTRIC PROVIDER FACILITIES. If Electric Provider desires at any time to abandon, remove, or underground any Electric Provider Poles to which Licensee's Attachments are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Electric Provider's Poles. Notice may be limited to thirty (30) calendar days if Electric Provider is required to remove or abandon its Poles as the result of the action of a third party and the lengthier notice period is not possible. Such notice shall indicate whether Electric Provider is offering Licensee an option to purchase the Pole(s). If, following the expiration of the 60-day period, Licensee has not yet removed and/or transferred all of its Attachments and has not entered into an agreement to purchase Electric Provider's Poles pursuant to Paragraph 10.B, Electric Provider shall have the right, but not the obligation, to remove or transfer Licensee's Attachments at Licensee's expense, provided Electric Provider's costs are reasonable, actual, and documented. Electric Provider shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

B. OPTION TO PURCHASE ABANDONED POLES. Should Electric Provider desire to abandon any Pole, Electric Provider may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Electric Provider. Licensee must notify Electric Provider in writing within sixty (60) calendar days of the date of Electric Provider's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days, or in a timeframe mutually agreed upon by both Parties. The City shall reasonably cooperate to transfer any private easements in which the Pole(s) may be located. Further, the City shall approve the

transfer of the pole without undue delay as such approval may be required. Should Licensee fail to secure the necessary governmental approvals, or should Electric Provider and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.A. Nothing in this Agreement shall be construed as requiring Electric Provider to sell Licensee Poles that Electric Provider intends to remove or abandon.

C. UNDERGROUND RELOCATION. If Electric Provider moves any portion of its aerial system underground, Licensee shall remove its Attachments from any affected Poles within sixty (60) calendar days of receipt of notice from Electric Provider and must either relocate its affected facilities underground with Electric Provider or find other means to accommodate its facilities. If Licensee does not remove its Attachments within sixty (60) days, Electric Provider shall have the right to remove or transfer Licensee's Attachments at Licensee's expense. Licensee's failure to remove its facilities as required under this Paragraph 10.C shall subject Licensee to the enforcement provisions set forth in this Agreement. This provision shall not be construed nor have the effect of limiting the Licensee's right or ability to recover the costs associated with such underground relocation.

D. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11 – POLE ATTACHMENT RENTAL FEES

A. Not more often than once every five (5) years, unless otherwise mutually agreed by the parties, an inventory of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Electric Provider Poles ("Actual Inventory"). Electric Provider shall provide three (3) months' advance written notice prior to any Actual Inventory describing the scope of the Inventory so that Licensee may plan and fully participate in and budget for such Inventory. Licensee and Electric Provider, and other attachers to Licensed Poles, shall share equally in reasonable, actual, and documented Actual Inventory costs, whether the Inventory is performed by the Electric Provider or a third-party contractor. Licensee will pay a pro-rata share of the Electric Provider's reasonable, actual, and documented Inventory costs and will incur its own costs to participate in such periodic Actual Inventory.

B. Unless prevented by the provisions of a third-party agreement, Actual Inventories shall include all Outside Parties attached to Electric Provider's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Electric Provider's Poles.

C. For a year for which there is an Actual Inventory, the Rental Fees provided for herein shall be based on the Actual Inventory and the following adjustments shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees shall be prorated evenly based on

the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Electric Provider or a credit to the Licensee.

3. As of the Effective Date of this Agreement, the parties agree that Licensee is attached to 151 Poles. Licensee shall have no liability for any back rental fees or other fees that might be assessed by Electric Provider for any period prior to the Effective Date.

D. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Rental Fees, each Party acting in cooperation with the other.

E. Pole Attachment Rental Fees due from Licensee to Electric Provider shall be as indicated in Schedule 2. The undisputed Pole Attachment Rental Fee herein provided shall be paid by Licensee within forty-five (45) days after Licensee's receipt of the invoice.

F. SPECIFIC RENTAL RATES. See Schedule 2.

ARTICLE 12 – DEFAULTS

A. In the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Electric Provider, as identified in Article 18, shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of the matter in accordance with Article 12.A. the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party shall either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default shall continue for a period of forty-five (45) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement, or, if Licensee is the defaulting Party, Electric Provider may deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice, Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Electric Provider may elect to do such work, and the Licensee shall reimburse the Electric Provider for the cost thereof. Electric Provider shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17 herein, shall, at the election of the Electric Provider, constitute a default under Section B of this Article 12.

ARTICLE 13 – RIGHTS OF OTHER PARTIES

A. If Electric Provider, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice. All future Attachments of such Outside Parties shall be in accordance with the requirements of the following paragraph, except where such Outside Parties have, by agreements entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Provider shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Electric Provider to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Electric Provider, Electric Provider's subsidiary or affiliate, or by a Joint User with whom Electric Provider has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Electric Provider shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and Electric Provider or Joint User will reimburse Licensee for the costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Electric Provider will provide notice of such space reservation to Licensee, provided that Electric Provider has such knowledge on or prior to the date of Licensee's Attachment request.

C. If Electric Provider desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Provider shall derive all of the revenue accruing from such Outside Parties.

D. Except as to Joint Users already attached to Electric Provider's Poles, for any rights and privileges granted under this Article to Outside Parties, Electric Provider shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

E. Except as to Joint Users already attached to Electric Provider's Poles, in no event will Licensee be responsible for any Make Ready costs incurred for the benefit of an Outside Party, and such costs shall immediately be reimbursed to Licensee from such Outside Party.

F. The Electric Provider will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

ARTICLE 14 – ASSIGNMENT OF RIGHTS

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise by the applicable franchise authority upon written notice to the Electric Provider. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Electric Provider, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such Party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such Party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such Party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE 15 – WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 – PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Electric Provider's Poles solely because of their use by the Licensee shall be paid by the Licensee, except for any such tax, fee, or charge levied by Electric Provider, excluding any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

ARTICLE 17 – BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party within ninety (90) days after the completion of such work an itemized statement of

the costs, and such other Party shall, within forty-five (45) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

D. Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual escalator. Beginning January 1, 2026, the rates will be adjusted annually based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the Atlanta-Sandy Springs-Roswell, GA Metropolitan Statistical Area, as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated using the percent change in the index from October of the previous year to October of the current year.

ARTICLE 18 – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the people ("Contact Person(s)") identified below, who from time to time may be changed by written notice.

B. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 12 or Article 19 of Agreement, shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

Name	Comcast Cable Communications, LLC
Title	One Comcast Center
Address	1701 John F. Kennedy Blvd Philadelphia, PA 19103 Attn: Cable Law Department – Operations Legal_Notices@comcast.com
Name	Comcast Cable Communications, LLC
Title	Attn: Vice President, External Affairs
Address	2605 Circle 75 Parkway Atlanta, GA 30339

Electric Provider:

Title	City Manager
Company	City of Lawrenceville
Address	70 South Clayton Street Lawrenceville, GA 30046
Phone Number	770-963-2414
Email Address	
Facsimile Number	770-963-9239

F. The Parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally with a receipt evidencing delivery, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party shall have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means shall be deemed given and received upon transmission by the notifier of a faxed notice to the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable.

ARTICLE 19 – TERM OF AGREEMENT

A. This Agreement shall continue in full force and effect for four (4) years from the Effective Date (Initial Term), and shall automatically renew thereafter for successive one (1) year terms (Renewal Term) unless terminated in accordance herewith. Either Party may terminate the Agreement by giving to the other Party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee shall, within one-hundred eighty (180) days, remove all its Attachments from all Poles. If not so removed, Electric Provider shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Electric Provider for any and all costs incurred by Electric Provider in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Electric Provider within forty-five (45) days of invoicing following Electric Provider's removal of said Attachments, then Electric Provider may pursue one or more of the remedies contained in Article 12.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 20 – EXISTING CONTRACTS

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 21 – ELECTRIC PROVIDER SYSTEM FINANCING OR SALE OF SYSTEM

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the Electric Provider has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement shall be subject to the terms and conditions related to such financing. Electric Provider, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Electric Provider, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of

its Pole or electric distribution system, and in conjunction therewith, may terminate this Agreement or assign it to the purchaser or transferee in whole or in part.

ARTICLE 22 – LIABILITY AND INDEMNIFICATION

A. Except as set forth below, Licensee assumes responsibility for all injuries and damages which are directly caused by Licensee, its employees or contractors in performance of this Agreement in accordance with subsection B of this Article Notwithstanding the foregoing, Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, and to the extent permitted by law, Licensee expressly agrees to indemnify, defend and save harmless the Electric Provider, its governing body, officers, employees and contractors from all third-party claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") directly caused by, Licensee, its employees or contractors, in performance of this Agreement, including with respect to (a) damage to or loss of property (including but not limited to property of the Electric Provider or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or subcontractors, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or subcontractors of such nature and arising under such circumstances as to create liability therefore by Licensee or the Electric Provider under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Electric Provider resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee shall be required to indemnify the Electric Provider hereunder, Licensee shall control the defense of such matter in all respects, and the Electric Provider may participate, at its sole cost, in such defense. The Electric Provider shall not settle or compromise any matter in which Licensee is required to indemnify the Electric Provider without the prior consent of Licensee.

C. To the extent permitted by law, the Electric Provider agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Electric Provider's

negligent acts or omissions or the Electric Provider's intentional or wanton misconduct. Electric Provider shall have no liability to the Licensee for injuries and damages (a) directly caused by the negligence of the Licensee or its contractors in performance of this Agreement; or (b) directly caused through the wanton misconduct of the Licensee or any of its contractors in performance of this Agreement. Nothing contained herein shall constitute a waiver of the defense of sovereign immunity in favor of the Electric Provider.

D. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY A PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF THE PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

E. Licensee, shall contract for and maintain in effect throughout the term of this Agreement insurance that meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage, should such failure not be cured within fifteen (15) business days' notification to Licensee, shall constitute a Default under this Agreement, in which event Electric Provider shall have the right to pursue any and all of remedies set forth in this Agreement.

1. Worker's Compensation and Employer's Liability insurance, with minimum limits of $1,000,000, covering all employees of Licensee who shall perform any work under this Agreement on Poles or property owned or controlled by Electric Provider, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the Worker's Compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering Licensee's insurable liabilities for its operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount for bodily injury and for property damage of not less than $2,000,000 for each occurrence.

3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned, or hired, in an amount for bodily injury and for property damage of not less than $1,000,000 for each accident.

4. The policies required hereunder shall be and issued by a carrier rated A-, VII or better by AM Best.

(a) Electric Provider, its governing body, officers, and employees shall be shown as additional insured on each required Commercial General and Automobile Liability policy only with respect to Licensee's liability under this Agreement; and

(b) Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Electric Provider, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

(c) Each policy shall give notice of cancellation in accordance with policy provisions; and

(d) Licensee shall furnish Electric Provider certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Electric Provider with copies of any renewal certificates promptly after they become available.

(e) Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 22.E, upon terms and conditions satisfactory to Electric Provider.

F. SECURITY INSTRUMENT. Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and content to Electric Provider in substitution therefore, to guarantee the payment of any sums which may become due to Electric Provider or an Electric Provider Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Electric Provider or an Electric Provider agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars ($10,000), or twenty-five dollars ($25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Electric Provider's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Electric Provider's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars ($25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Electric Provider shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Safety Inspection, the correction of any identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 23 – CONSTRUCTION

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE 24 – REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

ARTICLE 25 – MISCELLANEOUS

A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

B. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of' each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

C. Force Majeure. As used in this Agreement "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party's obligations under this Agreement.

2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

D. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

E. In the event of a Force Majeure Event affecting Electric Provider's Poles, the Parties' obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

F. This Agreement will be governed by the laws of the State of Georgia and venue for any disputes will lie exclusively with the appropriate state or federal court in Gwinnett County, Georgia, United States.

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IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ELECTRIC PROVIDER

City of Lawrenceville

By:_____
Name:
Its:

Attest:

By:_____
Its:

[SEAL]

LICENSEE

Comcast Cable Communications, LLC

By:_____
Name:
Its:

Attest:

By:_____
Its:

[SEAL]

APPENDIX A – ATTACHMENT REQUEST/OVERLASH NOTIFICATION FORM

Licensee hereby (1) requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Pole(s) or (2) notifies Electric Provider that Licensee intends to install Overlashing to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole(s) Licensee desires to attach to or overlash, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	$
Phone			Inspection	$
Fax			Design	$
Email			Total	$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee shall provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee's notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

ELECTRIC PROVIDER					
Response Date			Electric Provider Make Ready Construction Required?	Yes	
Name				No	
Signature			Electric Provider Make Ready Construction Estimate	$	
Phone					
Fax			Permit #		
Email					
Request Response	Approved		Reason for Denial		
	Denied				

Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Pole Attachment License Agreement.

SCHEDULE 1

Transfer of Licensee's Attachments by the Electric Provider

In any case where it is mutually beneficial and agreeable by both Parties, the Electric Provider or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Electric Provider such costs the Electric Provider incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Electric Provider is undertaking on the same Pole, the charges for such Transfers will be in accordance with this Schedule 1; section Pricing for Transfers, or such other amounts as may be agreed to by the Parties. The Electric Provider will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Electric Provider shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made on behalf of the Licensee.

Normally Scheduled Construction – Approval for such Transfers made by the Electric Provider on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.

Emergency Construction – In such cases, if in the judgment of Electric Provider, a Pole requires immediate replacement due to a dangerous condition or conditions (in Electric Provider's sole judgment), the Electric Provider or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Electric Provider shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed.

Facility Types To Be Transferred – The Electric Provider or its contractors will only Transfer Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Electric Provider or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.

Pricing for Transfers – When the Electric Provider Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement. The costs in subsequent years shall be adjusted in accordance with the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the Atlanta-Sandy Springs-Roswell, GA Metropolitan Statistical Area, as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated using the percent change in the index from October of the previous year to October of the current year. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Electric Provider

Duration	Cable Attachments	Service Drop
Contract start date to ____ 2027	$50	$30

To the extent permitted by law, should (i) the Electric Provider elect not to Transfer Licensee's facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Licensed Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all necessary third party and Electric Provider responsible Transfers have been accomplished, the Electric Provider may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other Licensees and Joint Users, with the giving of verbal notice to be subsequently followed in writing. If the Electric Provider so elects, such old Pole shall, with the giving of ten (10) business days' notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Electric Provider is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Electric Provider before relinquishing ownership, if the Pole remains in structural conflict with the power route.

SCHEDULE 2

ANNUAL RENTAL PER ATTACHMENT (or "RENTAL FEE")

Term	Rental Fee	Invoice Date
Jan. 1, 2026 — Dec. 31, 2026	$18.54	Dec. 1, 2026

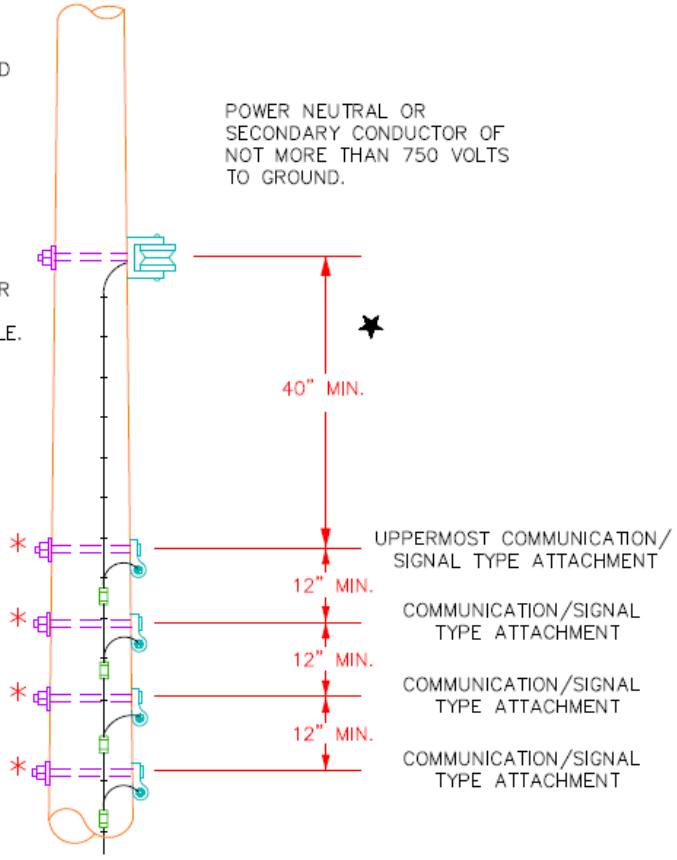
Beginning January 1, 2026, the annual Rental Fee per Attachment shall be adjusted by applying the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the Atlanta-Sandy Springs-Roswell, GA Metropolitan Statistical Area, as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated using the percent change in the index from October of the previous year to October of the current year.

SCHEDULE 3

[ATTACHED]]

*COMMUNICATION/SIGNAL TYPE ATTACHMENT
TELEPHONE CABLE
C.A.T.V. CABLE
ALARM CABLE (FIRE, POLICE, WATER TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION CABLE

NOTES:
1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.

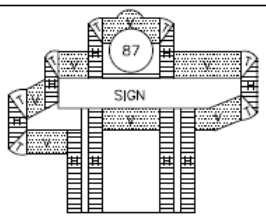


MULTIPLE COMMUNICATION/ SIGNAL TYPE ATTACHMENT

ECG electric cities of georgia	REVISIONS JULY, 2001	JU&C7
DATE: OCTOBER, 1992		



H – HORIZONTAL CLEARANCE
T – TRANSITIONAL = VERTICAL (ARC)



V – VERTICAL CLEARANCE

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 – 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 – 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
1. BUILDINGS A. HORIZONTAL (1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 1)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1,9,&10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
B. VERTICAL (1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIESAND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES. A. HORIZONTAL; (SEE NOTE 4) (1) READILY ACCESSIBLE	4.5	5.0	5.5	7.0	7.5
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1,9,&10)
B. VERTICAL (1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID LIVE PARTS ADJACENT BUT NOT ATTACHED TO BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES

ECG electric cities of georgia

DATE: OCTOBER, 1992

REVISIONS JULY, 2001

TABLE 2

8534631v1

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Docket Number 29330 Gwinnett County Wide Safety Plan Consent Agreement
Department:	Natural Gas
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	None
Presented By:	Todd Hardigree, Natural Gas Director
Action Requested:	Approve the Consent Agreement with the Gorgia Public Service Commission for the Amendment of the Gwinnett County Wide Safety Plan and Authorize the Mayor to Execute Subject to the Approval by the City Attorney

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Summary: This item is a joint consent agreement between all natural gas providers in Gwinnett County to amend the County-Wide Safety Plan (Lawrenceville, Buford, Sugar Hill, Atlanta Gas Light) This plan was initially approved in 2015 by the GA Public Service Commission. The rule has an established process for amending the plan and boundaries.

Background: There is only one item on this consent agreement that pertains to Lawrenceville Natural Gas. This item is allowing us to serve a customer that is in the Atlanta Gas Light territory of the Gwinnett CWSP at 4220 Smith Road in Loganville, Georgia. AGL is supportive of this, due to the cost of installation to serve the single customer.
Due to the impact and timing, AGL agreed in good faith to let Lawrenceville go ahead and install this to the customer.

Fiscal Impact: None

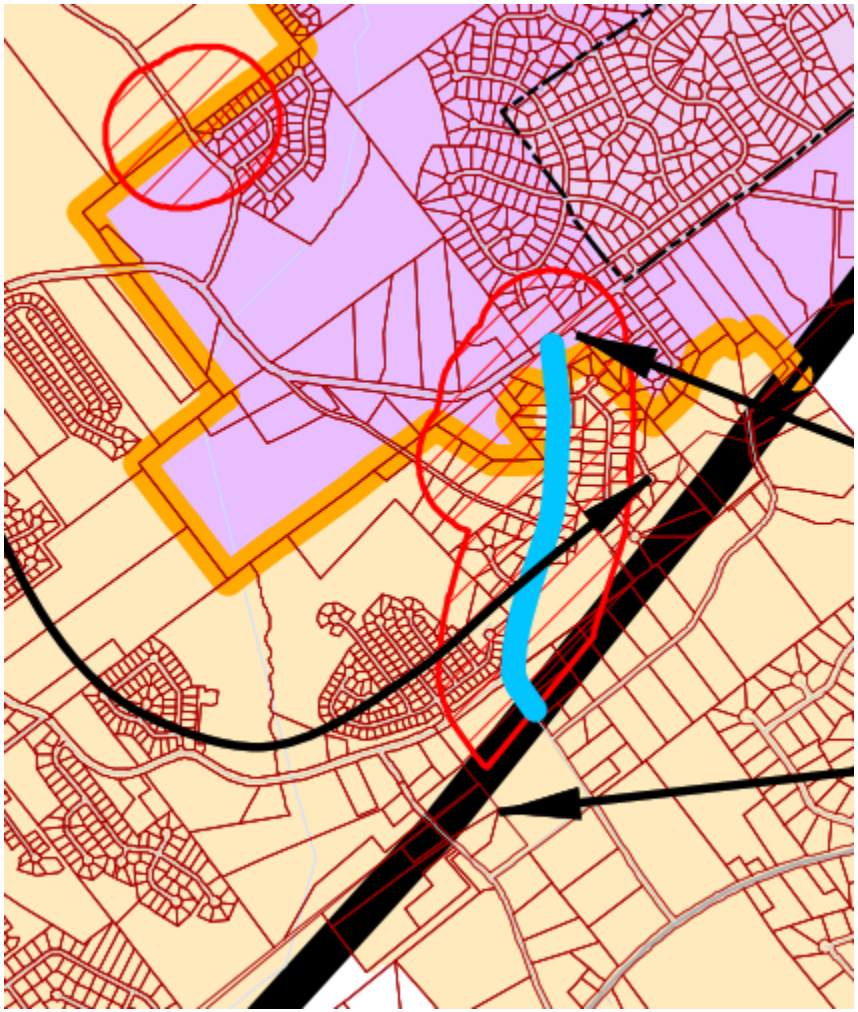
Attachments/Exhibits:

- DN 29330 – Gwinnett CWSP Consent Agreement

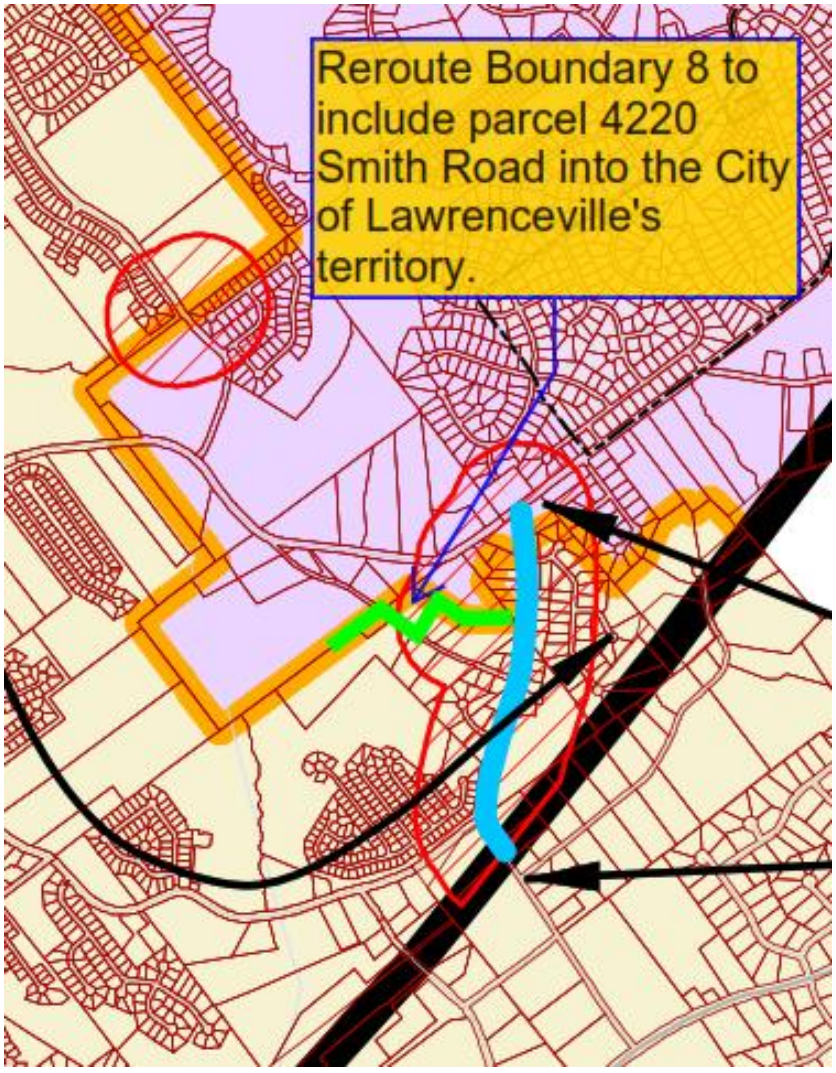
- Joint Petition for Approval to Amend Gwinnett CWSP (4220 Smith Road)
- 2025-10-02 Cover Letter re Joint Petition to Amend CWSP for Gwinnett County
- Exhibit 1 - Gwinnett County CWSP - Boundary 8 Revision Comparison Map
- Exhibit 2 - Richland Creek Rd and Sycamore Rd
- Gwinnett County CWSP Amendment - 4220 Smith Road 06182025

Gwinnett County Countywide Safety Plan – Revision to Boundary 8 Comparison

Current Boundary 8 - Approved on February 17, 2016
Lavender – City of Lawrenceville Territory
Beige – AGL Territory



Proposed Boundary 8 – Revised boundary at 4220 Smith Road.
Lavender – City of Lawrenceville Territory
Beige – AGL Territory



BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

In Re:	)	
	)	
Application of Atlanta Gas Light Company for Amended Certificate of Public Convenience and Necessity for Gwinnett County	)	**Docket No. 30706**
	)	
In Re:	)	
	)	
Gwinnett Countywide Safety Plan	)	**Docket No. 29330**

JOINT PETITION OF ATLANTA GAS LIGHT COMPANY, THE CITY OF BUFORD, THE CITY OF LAWRENCEVILLE, AND THE CITY OF SUGAR HILL FOR EXPEDITED APPROVAL OF PROPOSED AMENDMENTS TO THE GWINNETT COUNTYWIDE SAFETY PLAN AND WAIVER OF COMMISSION RULE 515-7-1-.15(6)

Atlanta Gas Light Company ("AGL"), the City of Buford ("Buford"), the City of Lawrenceville ("Lawrenceville"), and the City of Sugar Hill ("Sugar Hill") file this Joint Petition for Approval of the Proposed Amendments to the Gwinnett Countywide Safety Plan ("Joint Petition") with the Georgia Public Service Commission ("Commission"), requesting that the Commission approve the proposed amendment to the Gwinnett Countywide Safety Plan ("Gwinnett CWSP") under Commission Rule 515-9-7-.01(4) and waive Commission Rule 515-7-1-.15(6) ("Commission Rule 515-7-1-.15(6) or the "80 Foot Rule").

INTRODUCTION

AGL - Lawrenceville

On February 17, 2016, the Commission approved the Gwinnett CWSP and AGL's Application for an Amended Certificate of Public Convenience and Necessity. The Commission later approved amendments to the Gwinnett CWSP and AGL's Certificate on December 18, 2018, July 2, 2020, and January 18, 2024. Since then, a residential customer at 4220 Smith Road, Loganville, Georgia, currently located along the safety-based boundary in AGL's territory,

requested natural gas service. AGL and Lawrenceville have worked in good faith and determined that Lawrenceville will serve the new customer.

Under the proposed CWSP amendment, Lawrenceville will be serving one new customer in Gwinnett County, Georgia. There will be no customer transfers. Boundary 8 is proposed to be revised to expand Lawrenceville's service territory to include the one new customer at 4220 Smith Road, Loganville, Georgia. A copy of the proposed Gwinnett CWSP is attached hereto as Exhibit 1. Additionally, AGL, Buford, Lawrenceville, and Sugar Hill request that the Commission waive the hearing requirement set forth in Commission Rule 515-9-7-.01(4).

Sugar Hill - Buford

The Operators in Gwinnett County respectfully request a waiver of Commission Rule 515-7-1-.15(6) to allow the City of Buford to install a natural gas pipeline within its territory, which will be paralleling the City of Sugar Hill's natural gas main which is on the opposite side of the road along South Richland Creek Road and Sycamore Road for approximately 9,000 feet. Along this route, the centerline of South Richland Creek Road and Sycamore Road is the safety-based boundary where Buford's territory is the northeast side of the boundary. This extension is necessary to create a looped system and provide redundancy for serving the Republic Services Richland Creek Landfill, located within the City of Buford, as well as thousands of customers on the south end of Lake Lanier.

No customers will be affected by this installation, nor will any change in service provider occur. The project will eliminate the risk of single points of failure and enhance system capacity and operational efficiency.

The proposed installation will begin at 5409 South Richland Creek Road and terminate at 5960 Sycamore Road, as shown in Exhibit 2. For the purposes of the 80 Foot Waiver, the proposed project will parallel Sugar Hill's facilities.

CITATION TO AUTHORITY

The Commission has the authority to amend a Countywide Safety Plan ("CWSP") under Commission Rule 515-9-7-.01(4). Rule 515-9-7-.01(4) provides that "[a]fter adoption of a Natural Gas Safety Plan by the Commission, any Operator in the county may petition the Commission to amend, or the Commission may on its own motion initiate proceedings to amend, the Natural Gas Safety Plan." The Rule requires that the Operator(s) proposing to amend the CWSP "shall provide notice to every Operator with a natural gas Distribution System in the county of its proposed amendment and shall work in good faith with the existing Operator or Operators to file a jointly proposed amendment with the Commission." Ga. Comp. R. & Regs. 515-9-7-.01(4). AGL, Buford, Lawrenceville, and Sugar Hill have jointly worked together in good faith to propose this amendment to the Gwinnett CWSP. There are no other Operators in Gwinnett County.

Commission Utility Rule 515-7-1-.15(6) outlines the requirements for crossing or closures of one natural gas provider by another that come within eighty (80) feet of each other. Specifically, this rule provides that:

> Except for good cause shown and upon credible testimony that such crossing or closure within eight (80) feet is safe and affords no significant danger to the public safety and welfare and after hearing before the Commission, no person shall construct or install any natural gas facilities that cross or are located within eighty (80) feet from any pipeline facility of another person. This prohibition shall apply in all instances, including where, as of the effective date of this rule, the distribution system or facilities operated by more than one person are in existence within a single certificated area or home county. A copy of the application for leave filed under this Subsection shall be served on the gas system operator whose system would be crossed or approached with[in] eighty (80) feet. In

> instances in which the rights of parties will not be substantially prejudiced, the Commission maintains the discretion to waive the requirement for a hearing prior to granting an exception to the prohibition against crossing or closures within eighty (80) feet if the party seeking the exception and the party whose natural gas facility will be affected by the exception have both agreed to waive said hearing.

Ga. Comp. R. & Regs. R. 515-7-1-.15(6). The proposed project will provide for additional natural gas supply to serve existing and future Buford customers. The parallel facilities are safe and pose no danger to the public's safety and welfare. Therefore, good cause for the waiver of the 80 Foot Rule as defined herein exists.

Under Rule 515-7-1-.15(6), the Commission may waive the Rule's hearing requirement if all affected parties agree to such waiver. Since all affected Operators within Gwinnett County agree to the waiver of a hearing in order to avoid litigation and no other entities will be affected by an exception from the Rule, the Operators request that the Commission waive any hearing requirement.

CONCLUSION

Accordingly, AGL, Buford, Lawrenceville, and Sugar Hill respectfully request that the Commission grant this Joint Petition to amend Boundary 8 of the Gwinnett CWSP, grant the applicable waiver of the 80 Foot Rule, and waive the hearing requirement.

This 2nd day of October 2025.

HOLLAND & KNIGHT LLP
Counsel for Atlanta Gas Light Company

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Robert S. Highsmith Jr.
State Bar of Georgia No. 352777
Lindsey S. Williamson

State Bar of Georgia No. 783366

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GALLOWAY & LYNDALL, LLP
Counsel for the City of Lawrenceville and the City of Sugar Hill

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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

In Re:	)	
	)	
Application of Atlanta Gas Light Company for Amended Certificate of Public Convenience and Necessity for Gwinnett County	)	**Docket No. 30706**
	)	
In Re:	)	
	)	
Gwinnett Countywide Safety Plan	)	**Docket No. 29330**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing document upon the following persons via email or United States Mail as follows:

Sallie Tanner
Georgia Public Service Commission
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Gregory Jay
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gjay@cbjblawfirm.com
Counsel for City of Buford

This 2nd day of October 2025.

HOLLAND & KNIGHT LLP

Lindsey S. Williamson
Georgia Bar No. 783366

EXHIBIT 1

EXHIBIT 2

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

Lindsey S. Williamson
(404) 817-8561
lindsey.williamson@hklaw.com

October 2, 2025

Via Alternative Electronic Filing

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334

Re: JOINT PETITION OF ATLANTA GAS LIGHT COMPANY, THE CITY OF BUFORD, THE CITY OF LAWRENCEVILLE, AND THE CITY OF SUGAR HILL FOR EXPEDITED APPROVAL OF THE PROPOSED AMENDMENT TO THE GWINNETT COUNTYWIDE SAFETY PLAN
Docket No. 30706 and 29330

Dear Ms. Tanner:

Enclosed for filing please find the Joint Petition of Atlanta Gas Light Company, the City of Buford, the City of Lawrenceville, and the City of Sugar Hill for Expedited Approval of the Proposed Amendment to the Gwinnett Countywide Safety Plan. A hard copy of the enclosed filing will be provided to the Georgia Public Service Commission in compliance with the Alternative Electronic Filing Procedure. Thank you for your attention to this matter.

Sincerely yours,

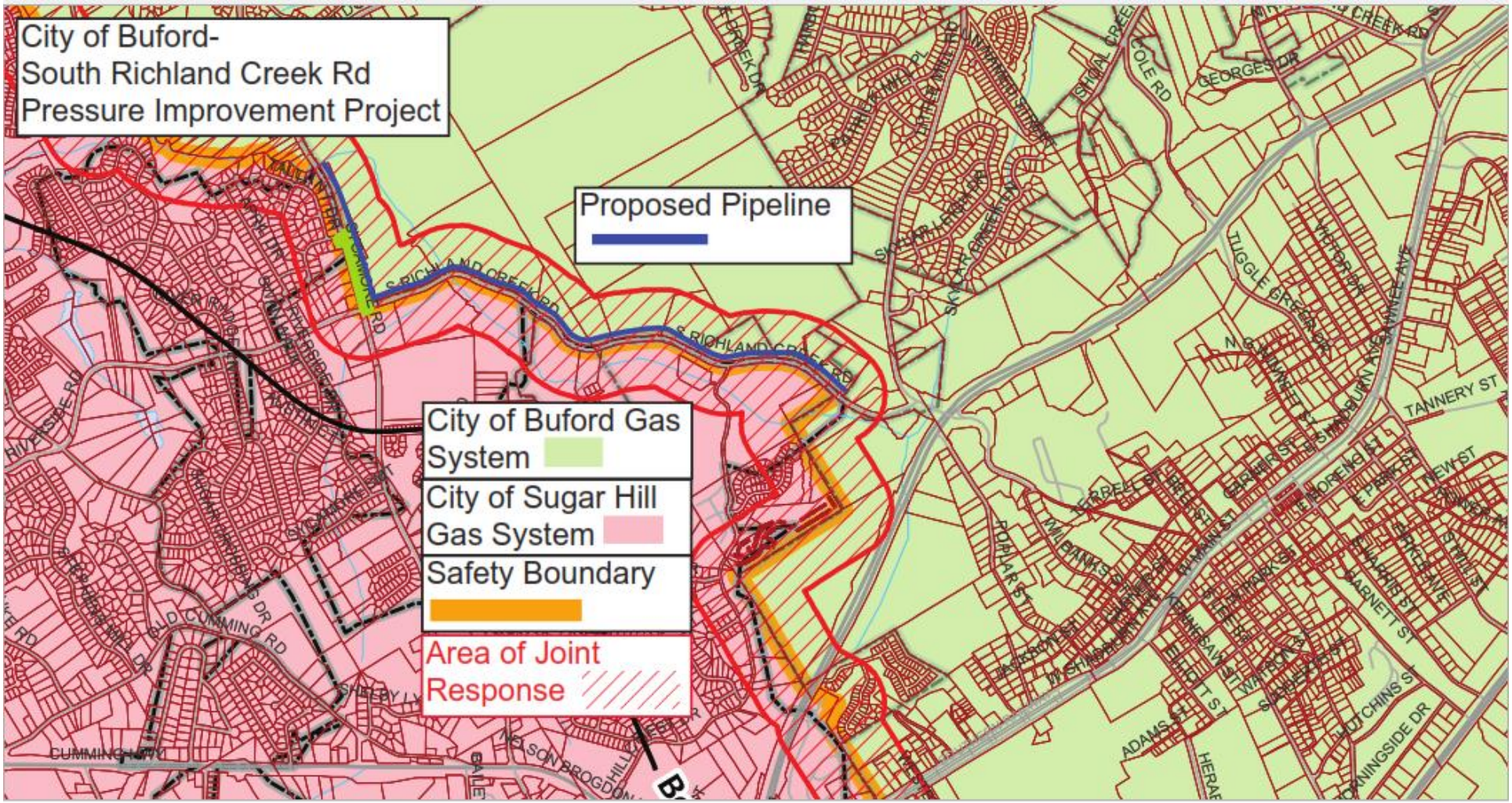
Holland & Knight LLP

Lindsey S. Williamson

Enclosures

Exhibit 2

Gwinnett County CWSP – S Richland Creek Road and Sycamore Road - 80 ft Waiver Request



BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

In Re:	)	
Gwinnett County-Wide Safety Plan	)	Docket No. 29330
	)	

JOINT CONSENT AGREEMENT

Come Now, the Facilities Protection Unit Staff ("Staff") of the Georgia Public Service Commission ("Commission"), Atlanta Gas Light Company ("AGLC"), the City of Buford ("Buford"), the City of Lawrenceville ("Lawrenceville"), and the City of Sugar Hill ("Sugar Hill") (collectively, "Applicants"); and hereby agree to presentation of the following proposed disposition of the above-styled matter:

FINDINGS AND CONCLUSIONS

1.

The Commission has jurisdiction over this matter pursuant to *inter alia*: O.C.G.A. §§ 46-2-20, 46-2-30, 46-2-53, 46-2-90, 46-2-91, 46-4-1, 46-4-31, 46-4-34, 46-4-35, 50-13-1 *et. seq.*; and Georgia Public Service Commission Rules 515-9-1-.01 *et. seq.*, 515-9-3-.01 *et. seq.* and 515-9-7-.01 *et. seq.*; all regarding the safe installation and operation of gas distribution systems within the State of Georgia.

2.

Commission Staff has safety jurisdiction over the facilities of municipal natural gas providers as delegated by the Commission pursuant to the legal citations contained *supra*.

3.

Applicants hereby waive any further conclusions of law with respect to the above-styled matter and agree that the Commission may enter an order based upon the agreements contained herein and the attached Amended County-Wide Safety Plan ("CWSP") agreed to by the Applicants (and attached hereto as Attachment "A"), without the necessity of receiving evidence in support thereof.

AGREEMENT

By signing below, Applicants and Staff hereby agree that the above-styled matters should be resolved by executing this Joint Consent Agreement as follows:

1.

This Joint Consent Agreement, if approved by the Commission, shall constitute a final resolution of the Gwinnett CWSP proceedings. Applicants agree that they will abide by the terms of this Joint Consent Agreement.

2.

The CWSP for Gwinnett County (see attached, Attachment "A") agreed to by the Applicants and Staff, shall be the CWSP for Gwinnett County until otherwise ordered by the Commission.

3.

Compliance with all parts of the CWSP for Gwinnett County (*id*.) shall begin immediately upon issuance of the Commission Order adopting this CWSP. All timelines and action items contained within the Gwinnett CWSP shall be incorporated by reference into the body of this Consent Agreement as if specifically written herein and the failure of the Applicants to meet all such timelines and/or act on all such action items shall be a violation of this Consent Agreement.

4.

All changes to the CWSP for Gwinnett County (*id*.) shall be made in accordance with *inter alia*, Commission Rule 515-9-7-.01 *et seq.*

5.

This Joint Consent Agreement shall not become effective until and unless it is approved by the Commission. Applicants enter into this Joint Consent Agreement without admission of fault or liability.

6.

The undersigned authorized representatives of Atlanta Gas Light Company, the City of Buford, the City of Lawrenceville, and the City of Sugar Hill acknowledge by their respective signatures below that each has read this Joint Consent Agreement and understands its contents. The undersigned hereby further acknowledge that each Applicant has a right to a hearing in these matters and does freely, knowingly, and voluntarily waive such right by entering into this Joint Consent Agreement. The undersigned hereby consent on each Applicant's behalf to the resolution of the Gwinnett CWSP proceedings as provided for herein.

This ____ day of _____ 2026:

Consented to:

_____
Walt Farrell, President
Authorized Representative of Atlanta Gas Light Company

_____
Honorable Phillip Beard, Board Chair
Authorized Representative of the City of Buford

_____
Honorable David Still, Mayor
Authorized Representative of the City of Lawrenceville

_____
Honorable Brandon Hembree, Mayor
Authorized Representative of the City of Sugar Hill

_____
Michelle Thebert, Director, GPSC Facilities Protection Unit, on behalf of Staff

Attachment A

COUNTYWIDE

SAFETY

PLAN:

GWINNETT COUNTY

(Revised June 2025)

ATTACHMENT A

COUNTYWIDE SAFETY PLAN

GWINNETT COUNTY

SECTION ONE

Definitions
[See Subsection (1) of Georgia Public Service Commission (the "PSC") Rule 515-9-7-.01 (the "Rule")]

As used in this Plan, the term:
(a) An "area of close proximity and joint response" is defined as any point along a defined boundary in this County-wide Gas Safety Plan where any point of the natural gas distribution and/or pipeline facilities of two or more Operators are within two hundred twenty (220) yards of the defined boundary.
(b) "Distribution System" means mains, services, and equipment which carry or control the supply of natural gas from the point of local supply or supplies to and including the consumers' meters. "Distribution System" shall include any segment of transmission line being used to serve retail end users.
(c) "Municipality" means a city, county or any other political subdivision of a State.
(d) "Natural Gas Safety Plan" or "Plan" means a written set of procedures approved by the Commission to minimize unsafe situations and the potential for confusion among emergency response personnel and the public in a county where more than one Operator has a natural gas Distribution System. Natural Gas Safety Plans must include the elements required by this Rule and shall not conflict with state and federal pipeline safety laws and regulations.
(e) "Operator" means any person (including a municipality) who engages in the transportation of natural gas by pipeline, except that the term shall not mean a master-meter operator. An included Operator means an operator that is included in this Plan.
(f) "Overlap area" and "overlapping area" mean any geographic area where a natural gas operator has or seeks legal authority to provide (or is providing or running gas lines to provide) distribution pipeline facility service or has a transmission line providing distribution service in a county within five (5) miles of the gas facilities of another natural gas operator.
(g) "Party" or "Parties" refers to one or more entities operating a natural gas system that is governed by this Countywide Safety Plan.
(h) "Pipeline Facility" means new and existing pipeline, rights-of-way, and any equipment, facility, or building used in the transportation of natural gas or in the treatment of natural gas during the course of transportation.
(i) "Public Officials and Emergency Responders" means fire and law enforcement authorities, 911 call centers and other public officials responsible for protecting the public and responding to natural gas related emergencies.

SECTION TWO

Description of the Parties to the Plan:
[See Subsections (2)(a), (2)(b), (2)(c) and (2)(d) of the Rule]

The Parties to this Plan are as follows:

Gas System Operator

Atlanta Gas Light Company
City of Buford
City of Lawrenceville
City of Sugar Hill

In addition, **Attachment B** identifies the individuals designated by each Party to this Plan as the Responsible Points of Contact for official notices required herein.

Attachment B-1 identifies those Public Officials and Emergency Responder groups within the county that will be educated on procedures required by this Plan and provides names, titles and telephone numbers for key individuals within those organizations.

Attachments B-2 through B-5 provide job titles/classifications, emergency and alternate telephone numbers, addresses, and roles and responsibilities for each Operator's key personnel covered by this Plan.

Attachments B-1 through B-5 shall be updated at least annually. In addition, such contact information shall be updated whenever any Party to this Plan becomes aware of a change to a Party's emergency contact number. Such updates do not constitute amendments to this Plan.

Attachment C provides the CWSP Map for this Plan.

Attachment D provides a list of customer transfers (if any).

Attachment E provides a form for recording natural gas safety plan meetings between the operators.

SECTION THREE

Plan Boundaries
[See Subsections (3)(a), (3)(g) and (3)(g)(iv) of the Rule]

The Parties to this Plan agree to the following safety based boundaries as defined in Section 3(a) of the Rule and Plan maps labeled Attachment C (Four drawings – one overall Gwinnett County map and three sectional maps to better identify areas in question). Where there may be confusion between the plan map and the boundary description the plan map shall prevail.

Pipeline-only Right of Way (ROW):

For areas identified as Pipeline-only Right of Way (ROW), the operator identified within each particular description shall have the right to operate and maintain its existing pipeline facilities. The operator shall have no right to tap and/or provide distribution service to end use customers off of that facility unless so stated within the specific Pipeline-only Right of Way (ROW) description and only after prior approval by the Commission of such tap and/or distribution service.

Limited Pipeline-Only Right of Way ("LPOROW"):

Due to the existing pipeline placement and operating conditions specified herein, the natural gas operators specified supra, shall each be granted a "Limited Pipeline-Only Right of Way" ("LPOROW") to maintain and operate their existing respective pipelines (detailed below) that fall in part, within the service territory of another operator. As delineated below, these operators shall retain the right to tap and/or relocate their existing pipeline facilities along the prescribed routes to supply gas to the respective service territories granted to each under this County-Wide Safety Plan. Whenever feasible, each LPOROW operator relocating existing facilities, shall do so in a manner that places said facilities back within that LPOROW operator's own service territory. Under no circumstances shall the existing LPOROW facilities of one LPOROW operator, which reside within the service territory of another LPOROW operator, be extended to serve within that other operator's service territory.

Except in the event of a natural gas emergency, each LPOROW operator shall provide thirty (30) days' notice to the other LPOROW operator prior to tapping, excavating and/or otherwise relocating any of an operator's facilities residing within this limited pipeline-only ROW, where such facilities are within or will come within eighty (80) feet of the other LPOROW operator. Where both LPOROW operators agree to the proposed tapping, excavating and/or relocation of the LPOROW facilities, and the action taken creates an "area of close proximity and joint response" not already delineated in this Plan, the operator requesting the action to be undertaken shall file an update to this Plan delineating the newly acquired "area of close proximity and joint response." Such updated CWSP filing shall occur within thirty (30) days of completion of the LPOROW tap and/or relocated pipeline. To the extent that conflict between the LPOROW operators arises,

the requesting operator shall file a Petition for Waiver of the Commission's "80 Foot" Rule (515-7-1-.15(6)) along with any other required Rule waivers that may be necessary, and each such waiver must be granted prior to the commencement of the intended action. Unless otherwise ordered by the Commission, neither LPOROW operator shall tap and/or relocate their existing LPOROW facilities in any manner that brings such facilities within eighty (80) feet of any other operator without having been first granted the required "80 Foot Rule" and/or any other required Rule waivers.

Boundary Descriptions:

Due to the complexity of the boundaries in question where many boundaries extend along parcel lines within Gwinnett County, the use of Latitudes and Longitudes have been incorporated into the descriptions below to better pinpoint where boundaries take directional changes or where its use better helps identify boundary locations. When typed in the address bar on the Google Maps web page at **http://maps.google.com/**, the location in question will be pinpointed with a green arrow. An example on how to type the location in the Google address bar would be:

> A description below of Latitude: 34.122044, Longitude: -83.819933 as described would be typed in the Google address bar as:
>
> 34.122044,-83.819933 (with no spaces). Then choose enter.

When viewing the location in Google Maps, the web page allows the user to view the location as a Map View or Satellite View by choosing the appropriate icon.

Boundary 1:

Boundary 1 is between Atlanta Gas Light Company and the City of Buford. The boundary is in the northern part of the county. Boundary 1 begins at the Gwinnett County and Barrow County border line at the northern most back parcel line of properties addresses off of the northern side of Madrid Falls Road at approximately Latitude: 34.122044, Longitude: -83.819933. The boundary heads southwest along the back parcel lines of the properties addressed off of the northwest side of Madrid Falls Road., continuing in a southwesterly direction until reaching Old Winder Hwy. (GA Hwy 211) at approximately Latitude: 34.118791, Longitude: -83.825297. The boundary turns southeast and follows Old Winder Hwy until reaching the Gwinnett County and Barrow County border line at approximately Latitude: 34.115606, Longitude: -83.822588.

Boundary 2:

Boundary 2 is between Atlanta Gas Light Company and the City of Buford. The boundary is in the northern part of the county. Boundary 2 begins where the Gwinnett County and Hall County border line meet at Old Winder Hwy (GA Hwy 211) just southeast of Bayberry Drive at approximately Latitude: 34.121933, Longitude: -83.827296. The boundary travels southeast following Old Winder Hwy to Thompson Mill Road at approximately Latitude: 34.119375, Longitude: -83.825681. The boundary turns and heads southwest following

the centerline of Thompson Mill Road to a point in line with the first back parcel lines of properties in The Gates of Braselton development at approximately Latitude: 34.11681, Longitude: -83.82901. The boundary turns and heads southeast along these back parcel lines and tracks in a clockwise fashion along back parcel lines of Hopehaven Way to approximately Latitude: 34.112115, Longitude: -83.828827, then continuing in a northwest fashion along the back parcel lines of Monta Vista Drive to the centerline of Thompson Mill Road at approximately Latitude: 34.114931, Longitude: -83.831622. The boundary turns west following the centerline Thompson Mill Road until reaching the east property line of parcel 5950 Thompson Mill Road at approximately Latitude: 34.113714, Longitude: -83.837382, then extends northward, southwest, and southward around said parcel until extending back to the centerline of Thompson Mill Road at approximately Latitude: 34.113572, Longitude: -83.838429. Boundary 2 then extends westward along the centerline of Thompson Mill Road until reaching the Gwinnett County and Hall County border line at approximately Latitude: 34.113186, Longitude: -83.842437.

Pipeline-only Right of Way (ROW)

AGLC shall maintain a pipeline-only ROW within the limits of the public ROW of Thompson Mill Road for its existing pipeline that originates at the AGLC/ City of Buford safety based boundary at approximately Latitude: 34.114931, Longitude: -83.831649 southwest of Thompson Road. The pipeline-only ROW travels east along Thompson Mill Road until reaching the AGLC/ City of Buford safety based boundary at approximately Latitude: 34.116797, Longitude: -83.829031.

In areas along this pipeline ROW shaded in blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

Pipeline-only Right of Way (ROW)

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Thompson Mill Road for its existing pipeline that originates at the AGLC/ City of Buford safety-based boundary at approximately Latitude: 34.113572, Longitude: -83.838429 southwest of Thompson Road. The pipeline-only ROW travels east along Thompson Mill Road until reaching the AGLC/ City of Buford safety-based boundary at approximately Latitude: 34.113714, Longitude: -83.837382.

In areas along this pipeline ROW shaded in magenta on Plan map Attachment C in Gwinnett County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

Boundary 3:

Boundary 3 is between Atlanta Gas Light Company and the City of Buford in the northern part of the county. Boundary 3 begins at the Hall County and Gwinnett County border line, south of Thompson Mill Road along Spout Springs Road at approximately Latitude: 34.098591, Longitude: -83.867571. The boundary then extends southeast along the front parcel lines of addresses fronting Spout Springs Road on the east side to approximately

Latitude: 34.096472, Longitude: -83.866503, then turns southeast and northeast along back parcel lines of addresses fronting Deer Creek Trail on the northwest side until reaching a parcel line south of Duncan Creek at approximately Latitude: 34.100634, Longitude: -83.860940. The boundary travels eastward along the parcel line until reaching a tributary at approximately Latitude: 34.100005, Longitude: -83.858050 then continues along the tributary in a southeasterly direction to where it intersects a land parcel at approximately Latitude: 34.099501, Longitude: -83.857355. Boundary 3 then travels southwesterly along the land parcel along the southeast side of Fawn Ivy Lane until reaching Duncan Creek Road at approximately Latitude: 34.092629, Longitude: -83.861156. Boundary 3 then travels southeasterly along Duncan Creek Road to approximately Latitude: 34.091074, Longitude: -83.856114. Boundary 3 then travels southeast/southwestward along the parcel line to Interstate 85 at approximately Latitude: 34.085325, Longitude: -83.857214. Boundary 3 then travels northeast along Interstate 85 to the Gwinnett County/ Barrow County border at approximately Latitude: 34.090625, Longitude: -83.832958.

Limited Pipeline-only Right of Way (ROW)

The City of Buford shall maintain a limited pipeline-only ROW within the limits of the public ROW of Duncan Creek Road for its existing pipeline that originates at the AGLC/ City of Buford safety-based boundary at approximately Latitude: 34.092904, Longitude: -83.862139 east of Spout Springs Road. The limited pipeline-only ROW travels east along Duncan Creek Road until reaching its end of main at approximately Latitude: 34.091176, Longitude: -83.856837.

In areas along this limited pipeline-only ROW shaded in magenta on Plan map Attachment C in Gwinnett County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

Boundary 4:

Boundary 4 is between Atlanta Gas Light Company and the City of Buford in the northern part of the county. Boundary 4 begins at the Hall County and Gwinnett County border line on the west side of Creek Hollow and south of its intersection with High Shoals at approximately Latitude: 34.112511, Longitude: -83.907381. Boundary 4 extends south then southeast along back parcel lines of Creek Hollow, Long Creek Drive, and Wingate Drive NE to approximately Latitude: 34.109206, Longitude: -83.896299 then turns northwest and northeast along the back parcel lines of Wingate Drive NE until returning back at the Hall County and Gwinnett County border line at approximately Latitude: 34.108963, Longitude: -83.897090.

Boundary 5:

Boundary 5 is between Atlanta Gas Light Company and the City of Buford in the northern part of the county. Boundary 5 begins at the Hall County and Gwinnett County border line at a back parcel line of a property addressed off of the west side of Chatuge Drive at approximately Latitude: 34.126096, Longitude: -83.945643. The boundary continues southeast along back parcel lines of properties on the west side of Chatuge Drive to approximately Latitude: 34.12487, Longitude: -83.944795. Boundary 5 then turns

southwest and continues along back parcel lines of Lake Juliette Drive and Lake Seminole Place NE to approximately Latitude: 34.123431, Longitude: -83.948014. Boundary 5 then turns southeast along back parcel lines of Lake Seminole Drive NE to approximately Latitude: 34.119812, Longitude: -83.945552, then turns northeast and east along back parcel lines south of Lake Seminole Drive NE and Lake Russell Court until reaching the centerline of Ridge Road at approximately Latitude: 34.122188, Longitude: -83.935654. Boundary 5 then turns north along Ridge Road to the Hall County and Gwinnett County border line at approximately Latitude: 34.122723, Longitude: -83.935735.

Boundary 6:

Boundary 6 is between Atlanta Gas Light Company and the City of Sugar Hill in the northwestern part of the county. Boundary 6 begins at the Fulton County and Gwinnett County border line on the East side of the Chattahoochee River at Level Creek at approximately Latitude: 34.078461, Longitude: -84.113023. Boundary 6 travels easterly along Level Creek to the back parcel line of an address south of Enniskillen Court and southeast of Settles Bridge Road at approximately Latitude: 34.083423, Longitude: -84.095557. Boundary 6 then turns southeast along the parcel line to approximately Latitude: 34.0813, Longitude: -84.094001, then northeast back to the centerline of Level Creek at approximately Latitude: 34.083363, Longitude: -84.09185. Boundary 6 then resumes traveling easterly along Level Creek until it branches with an unknown creek at approximately Latitude: 34.082984, Longitude: -84.089704, north of Meadowbrook Circle. Boundary 6 then travels southeast/south along the unknown creek (back parcel lines of addresses fronting Meadowbrook Circle) to the back parcel line corner of a property addressed off of Moore Road at approximately Latitude: 34.078412, Longitude: -84.084785. Boundary 6 then leaves the creek and heads southwest along parcel lines to approximately Latitude: 34.07783, Longitude: -84.085874. Boundary 6 then turns south along parcel lines crossing over Moore Road to approximately Latitude: 34.075404, Longitude: -84.085332. Boundary 6 then travels east and north easterly along the back parcel lines of properties addressed off of the northwest side of Settles Point Road, Prestbury Drive, Hallwood Court, crossing Suwanee Dam Road to approximately Latitude: 34.083437, Longitude: -84.069464 northeast of the Cul-d-sac on Bayswater Drive. The boundary turns southeast and then southwest while continuing to follow the back parcel lines of Bayswater Drive, then southeast along back parcel lines of addresses fronting Saint Martin Drive, then continuing along back parcel lines of addresses fronting Bernice Court to approximately Latitude: 34.075528, Longitude: -84.064035. Boundary 6 then encircles Bernice Court along parcel lines to approximately Latitude: 34.07747, Longitude: -84.067361, then turns southwest and follows the back parcel lines of properties addressed off of the north side of Abbey Hill Road to approximately Latitude: 34.075715, Longitude: -84.071664, then westward until reaching the centerline of Suwanee Dam Road at approximately Latitude: 34.07611, Longitude: -84.073053. Boundary 6 turns southwest and travels along the centerline of Suwanee Dam Road, crosses Tench Road to approximately Latitude: 34.071444, Longitude: -84.07595. Boundary 6 then turns southeast along the parcel line south of Suwanee Dam Road until intersecting another parcel then turns northeast until intersecting another parcel line at approximately Latitude: 34.070996, Longitude: -84.073579. Boundary 6 then turns

southeast along parcel lines, crossing over Peachtree Industrial Boulevard, until intersecting AGL right-of-way at approximately Latitude: 34.063161, Longitude: -84.068212, then turns northeast along AGL right-of-way, crossing over Tench Road, until intersecting Delay Lane NW at approximately Latitude: 34.066547, Longitude: -84.065108. Boundary 6 then turns southeast along Delay Lane NW to Brogdon Road, then turns slightly northeast along Brogdon Road to approximately Latitude: 34.066323, Longitude: -84.063075. Boundary 6 then turns east along parcel lines until intersecting another parcel at approximately Latitude: 34.066008, Longitude: -84.061662, then travels northeasterly along parcel lines to the railroad tracks just prior to Buford Hwy NE. The boundary follows the railroad tracks northeast for a short distance past Ruby Forest Parkway to approximately Latitude: 34.06888, Longitude: -84.058271. Boundary 6 then turns southeast crossing Buford Hwy NE and following the parcel line on the south side to approximately Latitude: 34.068056, Longitude: -84.057426. Boundary 6 then travels northeast along back parcel lines of addresses north side of Roberts Road to approximately Latitude: 34.072053, Longitude: -84.048819. Boundary 6 then turns southeast along back parcel lines of properties addressed off of the east side of Ruby Forest Boulevard and Ruby Forest Parkway to approximately Latitude: 34.068151, Longitude: -84.046133, then turns northeast along the parcel line to approximately Latitude: 34.069047, Longitude: -84.044246. Boundary 6 then turns north along back parcel lines of properties addressed off of the west side of Westbrook Road to approximately Latitude: 34.071521, Longitude: -84.045992, then turns west along the back parcel line of one parcel south of Roberts Road to approximately Latitude: 34.07128, Longitude: -84.046741, then turns north to Roberts Road, then slightly east along Roberts Road to approximately Latitude: 34.071998, Longitude: -84.046338. Boundary 6 then turns north along parcel lines until intersecting another parcel at approximately Latitude: 34.072969, Longitude: -84.046971, then turns east along the parcel line crossing over Westbrook Road continuing along back parcel lines of properties addressed off of the north side of Suwanee Oaks Drive to where the parcel lines intersect another parcel at approximately Latitude: 34.074966, Longitude: -84.042763. Boundary 6 then turns northwest and travels along these back parcel lines in a clockwise fashion around Morning Rise Drive to approximately Latitude: 34.07639, Longitude: -84.041701, then turns northeast along parcel lines crossing over Peavy Trail to approximately Latitude: 34.078118, Longitude: -84.039059. Boundary 6 then turns southeast along the parcel line to where it intersects another parcel at approximately Latitude: 34.077096, Longitude: -84.038348, then turns southwest and ends at the centerline of the Transcontinental Gas Pipeline right-of-way at approximately Latitude: 34.076985, Longitude: -84.038579.

Pipeline-only Right of Way (ROW)

AGLC shall maintain a pipeline-only ROW within the limits of the public ROW of Roberts Road for its existing pipeline that originates at the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.071216, Longitude: -84.048259 east of Ruby Forest Blvd.. The pipeline-only ROW travels east along Roberts Road until reaching the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.071927, Longitude: -84.046832.

In areas along this pipeline ROW shaded in green on Plan map Attachment C in Gwinnett County, both AGLC and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Sugar Hill shall maintain a pipeline-only ROW within the limits of the public ROW of Westbrook Road and Roberts Road for its existing pipeline that originates at the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.073635, Longitude: -84.04556 north of Suwanee Oaks Drive. The pipeline-only ROW travels south along Westbrook Road then turns west along Roberts Road until reaching the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.071929, Longitude: -84.046848 east of Roberts Run Cove.

In areas along this pipeline ROW shaded in yellow on Plan map Attachment C in Gwinnett County, both AGLC and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Sugar Hill shall maintain a pipeline-only ROW within the limits of the public ROW of Suwanee Dam Road for its existing pipeline that originates at the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.081491, Longitude: -84.073348 north of Bayswater Drive. The pipeline-only ROW travels south along Suwanee Dam Road until reaching the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.075075, Longitude: -84.073831 at Tench Road.

In areas along this pipeline ROW shaded in yellow on Plan map Attachment C in Gwinnett County, both AGLC and the City of Sugar Hill shall be contacted in the event of a gas emergency.

AGLC shall maintain a pipeline-only ROW within the limits of its easement through the City of Sugar Hill's territory for its pipeline that originates at the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.076985, Longitude: -84.038579 on Peavy Road at the Transcontinental Gas Pipeline right-of-way. The pipeline-only ROW travels northwesterly crossing North Price Road, Peachtree Industrial Boulevard, Level Creek Road, Whitehead Road, and Suwanee Dam Road until reaching the Gwinnett/Forsyth County Line (Chattahoochee River) at approximately Latitude: 34.123901, Longitude: -84.095528.

In areas along this pipeline ROW shaded in green on Plan map Attachment C in Gwinnett County, both AGLC and the City of Sugar Hill shall be contacted in the event of a gas emergency.

AGLC shall maintain a pipeline-only ROW within the limits of its easement through the City of Sugar Hill's territory for its pipeline that originates at the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.076985,

Longitude: -84.038579 on Peavy Road at the Transcontinental Gas Pipeline right-of-way. The pipeline-only ROW travels northwesterly crossing North Price Road to approximately Latitude: 34.086500, Longitude: -84.046981 then extends southwesterly between Peachtree Industrial Boulevard and Buford Highway until reaching the AGLC/ City of Sugar Hill safety based boundary at approximately Latitude: 34.066547, Longitude: -84.065108.

In areas along this pipeline ROW shaded in green on Plan map Attachment C in Gwinnett County, both AGLC and the City of Sugar Hill shall be contacted in the event of a gas emergency.

Boundary 7

Boundary 7 is between Atlanta Gas Light Company and the City of Buford in the northern part of the county. Boundary 7 begins at the Transcontinental Gas Pipeline right-of-way at approximately Latitude: 34.076985, Longitude: -84.038579 and travels southeast following the pipeline right-of-way to where it crosses Suwanee Creek at approximately Latitude: 34.067961, Longitude: -84.029628. Boundary 7 then turns east following Suwanee Creek for a short distance until it reaches a parcel line at approximately Latitude: 34.068138, Longitude: -84.027879. The boundary then turns southeast and follows the back parcel lines of properties addressed off of the northeast side of Summit Gate Drive and Mossbrook Terrace to where it intersects a parcel at approximately Latitude: 34.062279, Longitude: -84.024795. Boundary 7 then turns northeast and follows in a clockwise fashion the back parcel lines of properties addressed off of the outer perimeter of Sentry Ridge Crossing until reaching Summit Gate Drive at approximately Latitude: 34.058735, Longitude: -84.023733. Boundary 7 then continues following the back parcel lines of addresses off north side of Rutlidge Park Lane to approximately Latitude: 34.055275, Longitude: -84.028611. Boundary 7 then turns southeast and follows the back parcel lines of properties addressed off of the northeast side of Dunbar Lane and Newkirk Way, crossing over Satellite Boulevard, until reaching the centerline of Interstate 985 at approximately Latitude: 34.051997, Longitude: -84.02642. Boundary 7 then turns southwest and travels to where it ends at the split of Interstate 985 and Interstate 85 at approximately Latitude: 34.04489, Longitude: -84.030068.

Pipeline-only Right of Way (ROW)

AGLC shall maintain a pipeline-only ROW within the limits of its easement through the City of Buford's territory for its pipeline that originates at the AGLC/ City of Buford safety based boundary at approximately Latitude: 34.076985, Longitude: -84.038579 on Peavy Road at the Transcontinental Gas Pipeline right-of-way. The pipeline-only ROW travels southeasterly crossing Interstate 985 where Woodward Mill Road intersects then extends northeast along the east side of Interstate 985 to a point south of Blue Ridge Drive then turns east/southeasterly traveling between knoll Crest Trail and Ontario Court crossing over Highway 20 at a point south of Gravel Springs Road. The pipeline-only ROW continues easterly paralleling Gravel Springs Road to the power ROW at approximately Latitude: 34.070036, Longitude: -83.960856. The pipeline-only ROW continues

northeasterly along the power ROW to the Gwinnett/Hall County Line at approximately Latitude: 34.107763, Longitude: -83.894488.

In areas along this pipeline ROW shaded in blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

Boundary 8

Boundary 8 is between Atlanta Gas Light Company and the City of Lawrenceville and begins in the northern part of the county where Interstate 985 and Interstate 85 split at approximately Latitude: 34.04489, Longitude: -84.030068. Boundary 8 travels in a southeast direction along parcel lines until reaching Old Peachtree Road at approximately Latitude: 34.035728, Longitude: -84.023829, then turns northeast along Old Peachtree Road to approximately Latitude: 34.036762, Longitude: -84.021895. Boundary 8 then turns southeast along back parcel lines of addresses along the east side of Peach Brook Lane NE to approximately Latitude: 34.035088, Longitude: -84.020787, then turns southwest along back parcel lines of addresses on the south side of Peachstone Way NE until reaching Collins Hill Road at approximately Latitude: 34.034153, Longitude: -84.022676. Boundary 8 then travels south along Collins Hill Road to approximately Latitude: 34.032501, Longitude: -84.021552, then turns northwest along back parcel lines of addresses on the north side of Collins View Court, then in a counterclockwise direction around the circumference of Collins View Court until reaching back to Collins Hill Road at approximately Latitude: 34.031763, Longitude: -84.021217. Boundary 8 then travels north along Collins Hill Road to approximately Latitude: 34.032228, Longitude: -84.02138, then turns northeast following back parcel lines of properties addressed off of Heron Lake Court and Lake Forest Trail NE to approximately Latitude: 34.033679, Longitude: -84.018309, then turns north following back parcel lines of properties addressed off of Wood Brookway NE to Old Peachtree Road, around the cul-d-sac, then continues along back parcel lines of properties addressed off the other side of Wood Brookway NE to approximately Latitude: 34.034524, Longitude: -84.016512. The boundary then tracks northeast along the northern back parcel lines of White Ridge Trace NE to approximately Latitude: 34.035997, Longitude: -84.0135. The boundary then tracks southeast along parcel lines crossing over Woodrow Drive to where it intersects another parcel at approximately Latitude: 34.0301, Longitude: -84.01052, then turns southwest along parcel lines until reaching unnamed water tributary at approximately Latitude: 34.029007, Longitude: -84.013583. Boundary 8 then travels southeastward along the unnamed water tributary until reaching Little Suwanee Creek and continues southward to where it reaches the lake. Boundary 8 then tracks on the southeastern side around the lake until reaching Little Suwanee Creek on the southwestern portion of Watershed Y17 Lake. The boundary then tracks southwest along Little Suwanee Creek until reaching Collins Hill Road NE at approximately Latitude: 34.016909, Longitude: -84.01472. The boundary tracks south along Collins Hill Road NE to approximately Latitude: 34.01501, Longitude: -84.013063, then turning northeast and then southeast along back parcel lines of properties addressed off of Parliament Drive, crossing Camp Perrin Road NE and continuing along back parcel lines of properties addressed off of the east and southwest areas of Sweet Ivy Lane to approximately Latitude: 34.008385, Longitude: -84.004743. The boundary tracks

southeast along 5 parcels addressed off of Abinger Lane, turns southwest and tracks for 4 parcels addressed off of Abinger Lane before turning southeast and tracking for 3 back lines of parcels addressed off of Tidewell Trace to approximately Latitude: 34.005436, Longitude: -84.00493. The boundary then heads southwest along parcel lines to Russell Road NE at approximately Latitude: 34.003657, Longitude: -84.00853. The boundary then tracks along back parcel lines of addresses off east side of Watford Glen to approximately Latitude: 34.005754, Longitude: -84.010415, then turns southwest following the back parcel lines of Foster Trace Drive, crossing Collins Hill Road NE, continuing along parcel lines to Oak village Lane NW at the power ROW at approximately Latitude: 34.00366, Longitude: -84.01479. The boundary turns northwest and tracks along the power ROW until reaching Little Suwanee Creek, then tracks east along Little Suwanee Creek to approximately Latitude: 34.009845, Longitude: -84.022638. The boundary then tracks south along parcel lines to approximately Latitude: 34.008016, Longitude: -84.02127, then continues south along back parcel lines of addresses east of Richlake Drive and Shores Ridge Court to approximately Latitude: 34.00122, Longitude: -84.019833, then turns southwest along parcel lines to approximately Latitude: 33.999619, Longitude: -84.023148. The boundary then tracks along the back parcel lines of property addressed between Hambridge Court and Reynolds Mill Drive NW where it picks up along Little Suwanee Creek, crosses over Russell Road and continuing to follow Little Suwanee Creek until reaching the back parcel lines of properties addressed off of the east side of Russell Ridge Drive at approximately Latitude: 33.991805, Longitude: -84.019103. The boundary then turns southeast and southwest traveling along the back parcel lines of properties addressed off of the east and south side of Ashbrook Drive NW until reaching the back parcel line of properties addressed off of the east side of Green Oak Circle NW at approximately Latitude: 33.987531, Longitude: -84.019532. The boundary then heads southeast along back parcel lines of properties addressed off of east side of Green Oak Circle and east and south side of Watercrest Circle up until the parcel lines split at approximately Latitude: 33.978959, Longitude: -84.01744. The boundary continues to track southwest along the back parcel lines of the properties addressed off of the north side of River Overlook Drive NE (along the Yellow River), crossing over Lawrenceville Suwanee Road NW, continuing to track in a southwesterly direction following the back parcel lines of properties addressed off of the north and west side of River Overlook Drive NW (along the Yellow River) to approximately Latitude: 33.972086, Longitude: -84.027139. The boundary continues to track south and west along the Yellow River, crossing over McKendree Church Road and then Duluth Hwy 120 where it continues south until reaching parcel line at approximately Latitude: 33.964118, Longitude: -84.031211. The boundary then heads southeasterly to Hwy 316 University Parkway at approximately Latitude: 33.961791, Longitude: -84.029671, then turns east with Hwy 316 University Parkway to approximately Latitude: 33.963313, Longitude: -84.024403 where it then turns southeasterly crossing over Hwy 316 University Parkway along back parcel lines of addresses off Lawrenceville Suwanee Road until reaching the corner of the parcel line fronting Old Norcross Road at approximately Latitude: 33.955753, Longitude: -84.018851. The boundary then travels west along front parcel lines north of Old Norcross Road to the east corner of the parcel at the northwest side of the intersection at Old Norcross Road and Raco Drive at approximately Latitude: 33.954636, Longitude: -84.021555. The boundary then turns north and travels around

this parcel until reaching the centerline of Old Norcross Road at approximately Latitude: 33.953733, Longitude: -84.023448. The boundary then travels west along Old Norcross Road to approximately Latitude: 33.954202, Longitude: -84.037382 where the boundary then turns southeast along back parcel lines of address off the west and north side of Brass Key Court to approximately Latitude: 33.951232, Longitude: -84.03613. The boundary then turns west then north along back parcel lines encircling addresses fronting Sydney Pond Circle NW and Sydney Crest Lane NW to approximately Latitude: 33.947187, Longitude: 84.038772, then east along back parcel lines of addresses fronting Sydney Pond Circle NW, Hillandale Road, and Chris Lake Drive to where the parcels intersect another parcel at approximately Latitude: 33.952002, Longitude: -84.028764, then turns southeast along parcel lines to where the parcels end north of Monfort Road at approximately Latitude: 33.950191, Longitude: -84.02752. The boundary then travels east along front parcels lines along north side of Monfort Road to approximately Latitude: 33.95206, Longitude: -84.023475, then turns southeast crossing over Monfort Road traveling along back parcel lines of addresses off of the east side of Providence Way all the way to the northwest side of the railroad tracks. The boundary then turns southwest and follows the railroad tracks until it intersects Lawrenceville Highway, then turns east along Lawrenceville Highway, crossing over Lawrenceville Suwanee Road to approximately Latitude: 33.938251, Longitude: -84.024929. The boundary then turns south along parcel lines to where it intersects parcel lines at Pew Creek at approximately Latitude: 33.935071, Longitude: -84.022775, then turns northwest along parcel lines to the back parcel lines of properties addressed off of the west side of Grayland Creek Drive at approximately Latitude: 33.934572, Longitude: -84.026632. The boundary then tracks south to approximately Latitude: 33.931446, Longitude: -84.024891, then turns northeast along the back parcel lines of properties addressed off of the south side of Grayland Creek Place, all the way to the back parcel lines of properties addressed off of the west side of Grayland Hills Drive at approximately Latitude: 33.933119, Longitude: -84.021335. The boundary turns southeast along the back parcel lines of properties addressed off of the west side of W Blazing Ridge Road, Daniel Lane and Livery Circle, to the back parcel of an address off 5 Forks Trickum Road at approximately Latitude: 33.923149, Longitude: -84.013969. The boundary turns southwest along back parcel lines of properties addressed off of the north side of 5 Forks Trickum Road until reaching the back parcel line of an address west of Sugarloaf Parkway at approximately Latitude: 33.921803, Longitude: -84.015636. The boundary then turns southeast along the parcel line to the centerline of Five Forks Trickum Road then turns southwest along the centerline of Five Forks Trickum Road to the centerline of Sugarloaf Parkway at approximately Latitude: 33.920698, Longitude: -84.015519. The boundary then turns east along Sugarloaf Parkway passing Downyshire Drive to approximately Latitude: 33.920487, Longitude: -84.010112, then turns southwest and southeast along back parcel lines of addresses off Tanners Point Drive crossing over Old Snellville Hwy to a point in the public park just east of the pond at approximately Latitude: 33.914733, Longitude: -84.004458. The boundary then turns southwest and travels within the public park to the northwest parcel line of Alton C. Crews Middle School at approximately Latitude: 33.909317, Longitude: -84.007537, then turns east following the back parcel lines of the properties addressed off of north side of Scenic View Trace and continues east to the centerline of Scenic Hwy. The boundary then turns south to approximately Latitude: 33.905952, Longitude: -

84.003621 before turning east tracking along south side of back parcel lines of the properties addressed off of the cul-de-sac of Greencrest Court SW, Lake Bend Drive, cul-de-sac of Shady Spring Way SW and Hidden Spirit Trail SW to approximately Latitude: 33.908759, Longitude: -83.991763. The boundary then turns southeast along the back parcel line of one parcel, then turns east along the parcel line crossing Wood Iris Lane to approximately Latitude: 33.90911, Longitude: -83.990551, then turns southeast along back parcel lines along three parcels to approximately Latitude: 33.908828, Longitude: -83.989902, the turns northeast crossing over Dayspring Trace traveling along back parcel lines of addresses fronting the west side of Wind Chime Court, around the cul-de-sac, then southeastward along back parcel lines of addresses fronting the north side of Wind Chime Court to approximately Latitude: 33.911592, Longitude: -83.988445. The boundary then turns northwest along the back parcel lines of properties west of Great Oaks Drive to approximately Latitude: 33.914642, Longitude: -83.990532, then turns east along back parcel lines of addresses fronting the south side of Sugarloaf Parkway to approximately Latitude: 33.915799, Longitude: -83.98491, then turns southeast along back parcel lines of addresses north of Timbercrest Drive and its cul-de-sacs to the back parcel line of an address fronting Webb Gin House Road at approximately Latitude: 33.912089, Longitude: -83.972867. The boundary then turns northwest along parcel lines to Old Johnson Road and follows Old Johnson Road eastward to the west side of Grayson Highway, then turns south along Grayson Highway to approximately Latitude: 33.913787, Longitude: -83.970577 where the parcels start fronting Grayson Highway, then west to this parcel's back parcel line. The boundary then turns southeast and travels along back parcel lines of properties addressed off of the west side of Grayson Highway crossing over Webb Gin House Road to approximately Latitude: 33.909513, Longitude: -83.969246. The boundary turns southwest traveling along parcel lines of properties south of Webb Gin House Road, along back parcel lines of properties addressed off of Memory Way cul-de-sac, and continues along back parcel lines of properties addressed off of the south side of Great Oaks Drive to approximately Latitude: 33.902054, Longitude: -83.983521. The boundary turns southeast and travels along the back parcel lines of properties addressed off of the northeast side of Hillside Mill Drive continuing on across Hillside Drive SW to the back parcel line of addresses fronting the north side of Mt McKinley Drive at approximately Latitude: 33.899224, Longitude: -83.9813. Then boundary then turns southwest and tracks along the back parcel lines of properties addressed off the northwest side of Mt. McKinley Drive, then turns toward the southeast and tracks along the back parcel lines of properties addressed off of the northeast side of Woodsong Court SW, then turns northeast and tracks along the back parcel lines of properties addressed off of the southeast side of Mt McKinley Drive to where the boundary reaches the back parcel line of property addressed off of the southwest side of Anchorage Avenue at approximately Latitude: 33.897594, Longitude: -83.979047. The boundary then turns southeast crossing over Bennett Road and travels along the back parcel lines of properties addressed off of the northeast side of Waterton Trail and Lakewood Circle SW to approximately Latitude: 33.887052, Longitude: -83.970783, then turns and tracks northeast and southeast along the back parcel lines of properties addressed off of the north and east side of Waterton Ridge Trail, continuing across Grayson Parkway to the back parcel line of the parcel fronting the south side of Grayson Parkway then southwest along back parcel lines to approximately Latitude: 33.881835, Longitude: -83.968243.

The boundary then turns southeast and travels along the back parcel lines of properties addressed off of the northeast side of Wilshire Drive, Wilshire Court and Capella Creek Way to approximately Latitude: 33.875048, Longitude: - 83.963592. The boundary then turns and heads northeast and tracks along the back parcel lines of 6 properties addressed off of the southeast side of Graymont Drive, then turns and heads south along back parcel lines of a properties addressed off of the west side of Rosebud Road SW, crossing Cooper Road at approximately Latitude: 33.871957, Longitude: -83.958453, still heading south along the back parcel lines of properties addressed off of the west side of Rosebud Road until reaching the back parcel lines of properties addressed off of the north side of Athens Highway at approximately Latitude: 33.864607, Longitude: -83.961403. The boundary then turns east and follows back parcel lines of properties addressed off of the north side of Athens Highway to the centerline of Rosebud Road, then turns south along Rosebud Road to approximately Latitude: 33.862523, Longitude: -83.957251, then turns east along back parcel lines of addresses on the north side of Athens Highway to approximately Latitude: 33.861828, Longitude: -83.954682 before turning and heading south to the centerline of Athens Highway. The boundary then travels east along Athens Highway to approximately Latitude: 33.860059, Longitude: -83.952139 and then turns and tracks southwest along parcel lines to approximately Latitude: 33.858023, Longitude: -83.953711 and continues southeast along back parcel lines of addresses off the east side of Rosebud Road until reaching back parcel lines of addresses off north side of Midway Road at approximately Latitude: 33.854878, Longitude: -83.949859. The boundary then turns southwest and tracks along the back parcel lines of properties addressed off of the north side of Midway Road to approximately Latitude: 33.853016, Longitude: -83.953754, then turns southeast and tracks along parcel line until reaching Midway Road. The boundary then turns east and travels along Midway Road to approximately Latitude: 33.852767, Longitude: -83.951265 before turning southeast and tracks along the back parcel lines of properties addressed off of the northeast side of Rozena Place, Elaunta Street, and Brushy Wood Drive to approximately Latitude: 33.851885, Longitude: -83.947831, then continues southeasterly along back parcel lines of a properties addressed off of the northeast side of Brushy Wood Court and Brushy Wood Drive, then encircling back parcel lines of addresses off Brushy Woods Drive in a clockwise direction until reaching the intersection of parcel lines at approximately Latitude: 33.846948, Longitude: -83.944538. The boundary then turns southeast and tracks along the back parcel lines of properties addressed off of the southwest side of Bob White Lane SW, Lake Carlton Road, and Carlton Cove Court to approximately Latitude: 33.839035, Longitude: -83.939077. The boundary then turns southwest along back parcel lines of properties addressed off of the north side of Brushy Mill Court, crossing Brushy Fork Road and continuing to where the parcel line turns southeast at approximately Latitude: 33.83572, Longitude: -83.945911. The boundary continues southeast crossing Old Loganville Road to where the parcel line intersects another parcel at approximately Latitude: 33.830819, Longitude: -83.942606, then turns southwest to approximately Latitude: 33.829508, Longitude: -83.945256, then southeast along two parcels on the west side of the boundary to approximately Latitude: 33.826425, Longitude: -83.943186, then extends northeast along parcel lines to Smith Road at approximately Latitude: 33.829008, Longitude: -83.937719. Boundary 8 then extends southeast along the centerline of Smith Road SW to approximately Latitude: 33.828209,

Longitude: -83.936640, then extends northeast along parcel lines to approximately Latitude: 33.829042, Longitude: -83.935887. The boundary then turns southeast and travels along the back parcel lines of 3 properties addressed off of the northeast side of Smith Road until reaching the back parcel line of a property addressed off of the west side of Beaver Road SW at approximately Latitude: 33.828296, Longitude: -83.933605. The boundary turns and heads northwest and follows the back parcel lines of properties addressed off of the northwest side of Beaver Road SW to approximately Latitude: 33.830221, Longitude: -83.933755, then turns southeast to Beaver Road SW, then northeast along Beaver Road SW to approximately Latitude: 33.830266, Longitude: -83.933026. The Boundary then turns east along back parcel lines of properties addressed off of the north and east side of Willow Springs Court, Willow Springs Drive and Spring Oak Court until reaching the intersection of back parcel lines of parcels off Donald Drive at approximately Latitude: 33.828804, Longitude: - 83.930279. The boundary then turns east and southeast along back parcel lines of addresses off Donald Drive until reaching the Gwinnett County/ Walton County border at approximately Latitude: 33.82958, Longitude: -83.926076.

Pipeline-only Right of Way (ROW)

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Old Peachtree Road and Collins Hill Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.036142, Longitude: -84.022965 southwest of Peachstone Way. The pipeline-only ROW travels southwest along Old Peachtree Road then extends southeast along Collins Hill Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.034168, Longitude: -84.022676.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Collins Hill Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.032212, Longitude: -84.021356 southeast of Collins Glen Court. The pipeline-only ROW travels southeast along Collins Hill Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.016909, Longitude: -84.014726 at Little Suwanee Creek.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Collins Hill Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude:

34.015006, Longitude: -84.013084 southeast of Camden Creek Court. The pipeline-only ROW travels southeast and southwest along Collins Hill Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.004529, Longitude: -84.012988 south of Gold Maple Road.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Camp Perrin Road for its existing pipeline that originates at Collins Hill Road at approximately Latitude: 34.011039, Longitude: -84.0089. The pipeline-only ROW travels northeast along Camp Perrin Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 34.01256, Longitude: -84.00596 northeast of Parliament Drive.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

AGLC shall maintain a pipeline-only ROW within the limits of the public ROW of Old Norcross Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.953826, Longitude: -84.023577 east of Riverside Parkway. The pipeline-only ROW travels east along Old Norcross Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.954578, Longitude: -84.021528.

In areas along this pipeline ROW shaded in purple on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

AGLC shall maintain a pipeline-only ROW within the limits of the public ROW of Monfort Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.954578, Longitude: -84.021528 west of Raco Drive. The pipeline-only ROW travels southwest along Monfort Road until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.951935, Longitude: -84.0234.

In areas along this pipeline ROW shaded in purple on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Sugarloaf Parkway for its existing pipeline that originates at Five

Forks Trickum Road at approximately Latitude: 33.920687, Longitude: -84.015487. The pipeline-only ROW travels southeast along Sugarloaf Parkway until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.920474, Longitude: -84.010198 east of Bellbrook Lane.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Five Forks Trickum Road for its existing pipeline that originates at Sugarloaf Parkway at approximately Latitude: 33.920687, Longitude: -84.015487. The pipeline-only ROW travels southwest along Five Forks Trickum Road until reaching the end of main at approximately Latitude: 33.920389, Longitude: -84.015745 southwest of Sugarloaf Parkway.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Hillside Drive for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.899487, Longitude: -83.98152 southwest of Juneau Way. The pipeline-only ROW travels southwest along Hillside Drive until reaching the end of main at approximately Latitude: 33.89877, Longitude: -83.983341 southwest of Hillside Oak Drive.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW of Bennett Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.894179, Longitude: -83.976681 northwest of Mt. McKinley Way. The pipeline-only ROW travels west along Bennett Road until reaching the end of main at approximately Latitude: 33.894197, Longitude: -83.977818 east of Big Haynes Court.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public and private ROW at the intersection of Rosebud Road and Highway 78 for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety

based boundary at approximately Latitude: 33.86204, Longitude: -83.955363. The pipeline-only ROW travels west then southwest along the private drive to Highway 78 then turns southeast until reaching the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.861012, Longitude: -83.955009 southeast of Rosebud Road.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW along Midway Road for its existing pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.852259, Longitude: -83.953089 northeast of Brushy Fork Road. The pipeline-only ROW travels southwest along Brushy Fork Road until reaching the end of main at approximately Latitude: 33.85168, Longitude: -83.95473 southeast of Rosebud Road.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

The City of Lawrenceville shall maintain a pipeline-only ROW within the limits of the public ROW along Beaver Road and Thompson Drive for its pipeline that originates at the AGLC/ City of Lawrenceville safety based boundary at approximately Latitude: 33.830302, Longitude: -83.932972 south of Old Loganville Road. The pipeline-only ROW travels southwest along Beaver Road and Thompson Drive until reaching the Gwinnett/ Walton County Line at approximately Latitude: 33.822708, Longitude: -83.935161 northwest of Donald Drive.

In areas along this pipeline ROW shaded in light blue on Plan map Attachment C in Gwinnett County, both AGLC and the City of Lawrenceville shall be contacted in the event of a gas emergency.

Boundary 9

Boundary 9 is between the City of Sugar Hill and the City of Buford. Boundary 9 begins at the Transcontinental Gas Pipeline right-of-way at approximately Latitude: 34.076985, Longitude: -84.038579 and travels northeast along parcel lines to approximately Latitude: 34.078469, Longitude: -84.035529, then turns northwest and north along parcel lines to Woodward Mill Road at approximately Latitude: 34.081002, Longitude: -84.036216. Boundary 9 then travels southeast along Woodward Mill Road to approximately Latitude: 34.078772, Longitude: -84.032847, then turns south along parcel lines crossing over Old Suwanee Road to approximately Latitude: 34.07356, Longitude: -84.030256, then turns southeast to Woodward Mill Road. The boundary then turns northwest along Woodward Mill Road to approximately Latitude: 34.074648, Longitude: -84.027139, then turns

northeast traveling around the one parcel until reaching Woodward Mill Road again at approximately Latitude: 34.07491, Longitude: -84.027364, then continues to travel northwest along Woodward Mill Road passing by two more parcels to approximately Latitude: 34.075572, Longitude: -84.02789. The boundary then turns northeast along this parcel line until intersecting another parcel at the back of the property then turns southeast along back parcel lines to approximately Latitude: 34.073475, Longitude: -84.023792. The boundary then travels along the perimeter of this parcel until reaching Old Suwanee Road at approximately Latitude: 34.079502, Longitude: -84.027523, then turns northeast along Old Suwanee Road to the parcel line bordering the north side of Suwanee Mill Drive NE at approximately Latitude: 34.0811, Longitude: -84.02701, then turns east and travels along the perimeter of this property along its parcel lines to approximately Latitude: 34.082846, Longitude: -84.024543, then turns southwest along the parcel lines to approximately Latitude: 34.082539, Longitude: -84.025213, then turns northwest along parcel lines to the other side of this property, then turns east along parcel lines until reaching the parcel line bordering Chatham View Drive at approximately Latitude: 34.08393, Longitude: -84.024022. The boundary then turns north along Chatham View Drive to Chatham Road, then east along Chatham Road to the back parcel lines of addresses fronting Chatham View Drive on the east side, then south along these back parcel lines to approximately Latitude: 34.082793, Longitude: -84.022472. The boundary then travels northeasterly along back parcel lines of addresses bordering the north side of Chatham View Drive, Chatham Crest Lane, and Joe Brogdon Lane until crossing over Castleberry Drive at approximately Latitude: 34.085769, Longitude: -84.020154, then continues along back parcel lines of addresses on the south side of Chatham Ridge Drive until reaching an unknown creek, then turns southeast along the unknown creek to approximately Latitude: 34.08692, Longitude: -84.016442. The boundary then extends northeast along parcel lines to Davis Road, then turns northwest along Davis Road to the corner of the first parcel fronting Davis Road at approximately Latitude: 34.089012, Longitude: -84.016045, then turns northeast and travels along this and the next two parcel's perimeter until reaching Davis Road again at approximately Latitude: 34.08951, Longitude: -84.017006. Then boundary then continues northwest along Davis Road to the parcel lines south of GA Highway 13, then turns northeast along parcel lines south of GA Highway 13 to just past Hartfort Run NE at approximately Latitude: 34.091318, Longitude: -84.017317. The boundary then extends to the back parcel lines of addresses fronting GA Highway 13 and continues northeast along GA Hwy 13 until intersecting another parcel south of Sudderth Road, then turns northwest along parcel lines back to GA Highway 13 southwest of Magnolia Club Drive at approximately Latitude: 34.092829, Longitude: -84.015841. The boundary then extends across GA Highway 13 to parcel lines on the west side of Magnolia Club Drive to along back parcel lines of parcels fronting Magnolia Path Way, Magnolia Bend Drive, and Magnolia Club Circle and back to GA Highway 13 to approximately Latitude: 34.093826, Longitude: -84.015458. The boundary extends along parcel lines northeast along GA Hwy 13 to the intersection of Highway 20 and continues northwest along southwest side of GA Hwy 20 to south side of Frontier Drive at approximately Latitude: 34.098137, Longitude: -84.016764. The boundary then extends across GA Highway 20 to the parcel line at the northwest corner of the intersection at approximately Latitude: 34.098701, Longitude: -84.016362, then travels northwest to the parcel on the west side of Atwater Court, then extends northeast along

two parcels on west side of Atwater Court to approximately Latitude: 34.101598, Longitude: -84.016743. The boundary then turns northwest and southwest along the perimeter of this parcel until intersecting another parcel line at approximately Latitude: 34.101606, Longitude: -84.018368, then turns northwest along parcel lines crossing over Broadmoor Blvd. NE and continuing to the centerline of Line Street and White Street, crossing over Sugar Hill Road, railroad tracks, and E Shadburn Avenue and continuing along this path along parcel lines to approximately Latitude: 34.112657, Longitude: -84.026227. The boundary then extends northeast and northwest along the perimeter of this parcel line crossing over Peachtree Industrial Blvd. to approximately Latitude: 34.114047, Longitude: -84.027182, then extends northwest along back parcel lines of addresses on the east side of Hillcrest Drive to approximately Latitude: 34.118182, Longitude: -84.029998, then extends northeast along back parcel lines of addresses fronting the south side of Marakauda Trail to approximately Latitude: 34.120563, Longitude: -84.025186. The boundary then extends northwest along parcel lines to approximately Latitude: 34.123822, Longitude: -84.02745, then northeast to the centerline of South Richland Creek Road. The boundary then extends west along South Richland Creek Road to Sycamore Road, then extends northeast along Sycamore Road to Richland Creek at approximately Latitude: 34.133787, Longitude: -84.048253. The boundary then extends west along Richland Creek to south corner of parcel line at approximately Latitude: 34.135594, Longitude: -84.058183, then extends northwest along the back parcel lines of parcels fronting Pierless Avenue to Suwanee Dam Road at approximately Latitude: 34.1432, Longitude: -84.063781. The boundary then extends north along Suwanee Dam Road to south corner of a parcel at the southwest intersection of Buford Dam Road at approximately Latitude: 34.146703, Longitude: -84.062592, then turns north along the parcel line to where it reaches Buford Dam Road at approximately Latitude: 34.149335, Longitude: -84.064701. The boundary then extends southwest along parcel lines to approximately Latitude: 34.147049, Longitude: -84.069378, then turns southeast along back parcel lines of addresses fronting River Island Circle to approximately Latitude: 34.143204, Longitude: -84.066664, then extends southwest along back parcel lines of addresses fronting the north side of Alexander Run Pass NE and Sweet Laurel Run NE to approximately Latitude: 34.140998, Longitude: -84.07132. The boundary then extends northwest along back property lines of parcels fronting River Island Circle and River Island Drive crossing over Island Ford Road and continuing until reaching back parcel lines of parcels fronting the Chattahoochee River. The boundary then extends southwest along back parcel lines of parcels fronting the Chattahoochee River until it reaches where the river merges at approximately Latitude: 34.144114, Longitude: -84.084806 which is the Gwinnett County/ Forsyth County line.

Pipeline-only Right of Way (ROW)

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Woodward Mill Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.074639, Longitude: -84.027128 southeast of Old Suwanee Road. The pipeline-only ROW travels northwest along Woodward Mill Road until reaching the City of

Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.07495, Longitude: -84.027278.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Woodward Mill Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.075617, Longitude: -84.027815 southeast of Old Suwanee Road. The pipeline-only ROW travels northwest along Woodward Mill Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.076612, Longitude: -84.028695.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Woodward Mill Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.077101, Longitude: -84.029188 southeast of Old Suwanee Road. The pipeline-only ROW travels northwest along Woodward Mill Road until reaching the intersection of Old Suwanee Road.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Old Suwanee Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.076985, Longitude: -84.031817 west of Woodward Mill Road. The pipeline-only ROW travels northeast along Old Suwanee Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.079474, Longitude: -84.02745.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Old Suwanee Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.080495, Longitude: -84.027107 south of Suwanee Mill Drive. The pipeline-only

ROW travels north along Old Suwanee Road until reaching the intersection of Buford Highway.

> In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Buford Highway for its existing pipeline that originates at Peavy Trail at approximately Latitude: 34.079696, Longitude: -84.04128. The pipeline-only ROW travels northeast along Buford Highway until reaching the City of Buford/ City of Sugar Hill safety based boundary at Davis Road at approximately Latitude: 34.09035, Longitude: -84.018513.

> In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Johnson Street for its existing pipeline that originates at Buford Highway at approximately Latitude: 34.086969, Longitude: -84.0237. The pipeline-only ROW travels southeast along Johnson Street until reaching Chatham Road, then extends west along the ROW of Chatham Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.084912, Longitude: -84.023813 east of Chatham View Drive.

> In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Buford Highway for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at Hartford Run at approximately Latitude: 34.091336, Longitude: -84.017515. The pipeline-only ROW travels northeast along Buford Highway until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.092864, Longitude: -84.015943 southeast of Magnolia Club Drive.

> In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Sugar Hill shall maintain a pipeline-only ROW within the limits of the public ROW of Buford Highway for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at Magnolia Club Drive at approximately Latitude: 34.09322, Longitude: -84.016153. The pipeline-only ROW

travels northeast along Buford Highway until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.093841, Longitude: -84.015482 northeast of Magnolia Club Drive.

In areas along this pipeline ROW shaded in light green on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Nelson Brogdon Blvd. for its existing pipeline that originates the City of Buford/ City of Sugar Hill safety based boundary at Commerce Drive at approximately Latitude: 34.098568, Longitude: -84.016415. The pipeline-only ROW travels northwest along Nelson Brogdon Blvd. until reaching the end of the main at approximately Latitude: 34.102513, Longitude: -84.022123 northeast of Broadmoor Blvd.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Atwater Court for its existing pipeline that originates at Nelson Brogdon Blvd. at approximately Latitude: 34.099843, Longitude: -84.018272. The pipeline-only ROW travels northeast along Atwater Court until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.100447, Longitude: -84.017676.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford shall maintain a pipeline-only ROW within the limits of the public ROW of Broadmoor Blvd. for its existing pipeline that originates at Nelson Brogdon Blvd. at approximately Latitude: 34.102059, Longitude: -84.021474. The pipeline-only ROW travels northeast along Broadmoor Blvd. until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.103659, Longitude: -84.019811 northeast of Buford Drive NE.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

Limited Pipeline-Only Right of Way (“LPOROW”)

Due to the existing pipeline placement and operating conditions specified herein, the Cities of Buford and Sugar Hill shall each be granted a “Limited Pipeline-Only

Right of Way" ("LPOROW") to maintain and operate their existing respective pipelines (detailed below) that fall in part, within the service territory of the other operator. As delineated herein, both Sugar Hill and Buford shall retain the right to tap and/or relocate its existing pipeline facilities along the prescribed routes to supply gas to the respective service territories granted to each City under this County-Wide Safety Plan. Whenever feasible, each LPOROW operator relocating existing facilities, shall do so in a manner that places said facilities back within that LPOROW operator's own service territory. Under no circumstances shall the existing LPOROW facilities of either operator, which reside within the service territory of the other LPOROW operator, be extended within that other operator's service territory.

Except in the event of a natural gas emergency, each LPOROW operator shall provide thirty (30) days' notice to the other LPOROW operator prior to tapping, excavating and/or otherwise relocating any of an operator's facilities residing within this limited pipeline-only ROW, where such facilities are within or will come within eighty (80) feet of the other LPOROW operator. Where both LPOROW operators agree to the proposed tapping, excavating and/or relocation of the LPOROW facilities, and the action taken creates an "area of close proximity and joint response" not already delineated in this Plan, the operator requesting the action to be undertaken shall file an update to this Plan delineating the newly acquired "area of close proximity and joint response." Such updated CWSP filing shall occur within thirty (30) days of completion of the LPOROW tap and/or relocated pipeline. To the extent that conflict between the LPOROW operators arises, the requesting operator shall file a Petition for Waiver of the Commission's "80 Foot" Rule (515-7-1-.15(6)) along with any other required Rule waivers that may be necessary, and each such waiver must be granted prior to the commencement of the intended action. Unless otherwise ordered by the Commission, neither LPOROW operator shall tap and/or relocate their existing LPOROW facilities in any manner that brings such facilities within eighty (80) feet of any *other* operator without having been first granted the required "80 Foot Rule" and/or any other required Rule waivers. This limited pipeline-only ROW between the Cities of Buford and Sugar Hill shall be delineated as follows:

> The City of Buford will maintain a limited pipeline-only ROW within the limits of the public ROW of Woodward Mill Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.07495, Longitude: -84.027278 southeast of Old Suwanee Road. The limited pipeline-only ROW travels northwest along Woodward Mill Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.075617, Longitude: -84.027815. As part of the limited pipeline-only ROW, the City of Buford will maintain the right to tap and/or relocate the pipeline along this route to supply gas to its territory on the northeast side of Woodward Mill Road along this route.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford will maintain a limited pipeline-only ROW within the limits of the public ROW of Woodward Mill Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.076612, Longitude: -84.028695 southeast of Old Suwanee Road. The limited pipeline-only ROW travels northwest along Woodward Mill Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.077101, Longitude: -84.029188. As part of the limited pipeline-only ROW, the City of Buford will maintain the right to tap and/or relocate the pipeline along this route to supply gas to its territory on the northeast side of Woodward Mill Road along this route.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Buford will maintain a limited pipeline-only ROW within the limits of the public ROW of Davis Road for its existing pipeline that originates at Buford Highway at approximately Latitude: 34.090332, Longitude: -84.018561. The limited pipeline-only ROW travels southeast along Davis Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.088564, Longitude: -84.015262 north of Centerville Drive. As part of the limited pipeline-only ROW, the City of Buford will maintain the right to tap and/or relocate the pipeline along this route to supply gas to its territory on the northeast side of Davis Road along this route.

In areas along this pipeline ROW shaded in red on Plan map Attachment C in Gwinnett County, both City of Buford and the City of Sugar Hill shall be contacted in the event of a gas emergency.

The City of Sugar Hill will maintain a limited pipeline-only ROW within the limits of the public ROW of Davis Road for its existing pipeline that originates at Buford Highway at approximately Latitude: 34.090405, Longitude: -84.018481. The limited pipeline-only ROW travels southeast along Davis Road until reaching the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.089559, Longitude: -84.016984. As part of the limited pipeline-only ROW, the City of Sugar Hill will maintain the right to tap and/or relocate the pipeline along this route to supply gas to its territory on the southwest side of Davis Road along this route.

In areas along this pipeline ROW shaded in light green on Plan map Attachment C in Hall County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

The City of Sugar Hill will maintain a limited pipeline-only ROW within the limits of the public ROW of Davis Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at approximately Latitude: 34.089052, Longitude: -84.016002. The limited pipeline-only ROW travels southeast along Davis Road until reaching the end of main at approximately Latitude: 34.088621, Longitude: -84.015058. As part of the limited pipeline-only ROW, the City of Sugar Hill will maintain the right to tap and/or relocate the pipeline along this route to supply gas to its territory on the southwest side of Davis Road along this route.

In areas along this pipeline ROW shaded in light green on Plan map Attachment C in Hall County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

The City of Sugar Hill will maintain a limited pipeline-only ROW within the limits of the public ROW of Sycamore Road for its existing pipeline that originates at the City of Buford/ City of Sugar Hill safety based boundary at Richland Creek Road at approximately Latitude: 34.128529, Longitude: -84.046322. The limited pipeline-only ROW travels north along Sycamore Road until reaching a point at approximately Latitude: 34.131231, Longitude: -84.047162 at Richland Creek Trail. As part of the limited pipeline-only ROW, the City of Sugar Hill will maintain the right to tap and/or relocated the pipeline along this route to supply gas to its territory on the west side of Sycamore Road along this route.

In areas along this pipeline ROW shaded in light green on Plan map Attachment C in Hall County, both AGLC and the City of Buford shall be contacted in the event of a gas emergency.

Boundary 10

Boundary 10 is between the City of Sugar Hill and the City of Buford. Boundary 10 is an island of two City of Buford parcels inside of Boundary 9 whose center point of the parcels are approximately Latitude: 34.077154, Longitude: -84.028748 and approximately Latitude: 34.077048, Longitude: -84.028282.

Boundary 11

Boundary 11 is between the City of Lawrenceville and the City of Buford. Boundary 11 begins in the northern part of the county where Interstate 985 and Interstate 85 split at approximately Latitude: 34.04489, Longitude: -84.030068. Boundary 11 travels in a northeast direction along Interstate 85 crossing over Highway 20 and Little Ivy Creek to approximately Latitude: 34.056939, Longitude: -83.966722. The boundary then extends southwest and west along a parcel line to approximately Latitude 34.054491, Longitude -

83.969466. The boundary then extends southwest and southeast along a parcel line to Rock Spring Road at approximately Latitude 34.050264, Longitude -83.969466. The boundary then crosses Rock Spring Road and extends southeastwardly along back parcel lines of addresses fronting Rock Spring Road on the west side to approximately Latitude 34.047341, Longitude -83.967827. The boundary then extends southwest along parcel lines, crossing Waldrop Road, to approximately Latitude 34.044377, Longitude -83.969577. The boundary then extends west, southeast, and northwest along back parcel lines of addresses fronting Rockwell Drive to approximately Latitude: 34.042027, Longitude: -83.969992. The boundary then extends southeast along back parcel lines of addresses fronting Mitchell Road on the east side to approximately Latitude 34.039395, Longitude -83.968061. The boundary then extends southeast along a parcel line to the north Right-of-Way of Old Peachtree Road at approximately Latitude 34.037288, Longitude -83.966001. The boundary then extends west along the north Right-of-Way of Old Peachtree Road to approximately Latitude 34.037146, Longitude -83.966595. The boundary then extends south across Old Peachtree Road and then along the west Right-of-Way of Carriage Way to approximately Latitude 34.036479, Longitude -83.966532. The boundary then extends west and south along back parcel lines of addresses fronting on Carriage Way on the west side to approximately Latitude 34.035846, Longitude -83.967011. The boundary then extends southwest, southeast, and northwest along parcel lines of a parcel at the end of Surrey Road at approximately Latitude 34.035015, Longitude -83.966625. The boundary then extends east to the front parcel line, then south and west along parcel lines of parcels fronting Carriage Way on the west side to approximately Latitude 34.034277, Longitude -83.966362. The boundary then extends south, east, and north along back parcel lines of addresses fronting Carriage Way until reaching the centerline of Old Peachtree Road at approximately Latitude: 34.037169, Longitude: -83.965931. The boundary then extends east along the centerline of Old Peachtree Road to Sunny Hill Road, then turns south along Sunny Hill Road until reaching Highway 124, then travels northeast along Highway 124 to approximately Latitude: 34.03439, Longitude: -83.958823. The boundary then extends southeast along back parcel lines of addresses fronting Highway 124 on the east side to approximately Latitude: 34.027655, Longitude: -83.953437, then extends southeast along parcel lines until reaching Prospect Church Road at approximately Latitude: 34.02513, Longitude: -83.951721, then turns northeast along Prospect Church Road to the Alcovy River at approximately Latitude: 34.026642, Longitude: -83.949178. The boundary then extends southeast along Alcovy River Tributory to an unknown pond then clockwise around the pond until reaching the last back parcel line of addresses fronting Turtlebrook Way at approximately Latitude: 34.025846, Longitude: -83.946415, then turns southeast along back parcel lines of addresses fronting Turtlebrook Way, Whisperwood Lane, Turtle Dove Lane on the west side to approximately Latitude: 34.020439, Longitude: -83.942585, then turns northeast along back parcel lines of two parcels fronting Old Fountain Road, then turns southeast along parcel lines to Old Fountain Road at approximately Latitude: 34.018812, Longitude: -83.938905. The boundary then extends northeast along Old Fountain Road to approximately Latitude: 34.019163, Longitude: -83.938084, then turns southeast along back parcel lines of addresses fronting Ivey Chase Place, Lavender Court, Anise Court, Ivey Chase Drive, Autumn Glen Way, and Nichols Landing Way to approximately Latitude: 34.009857, Longitude: -83.935483. The boundary then extends

southwest and southeast along back parcel lines of addresses fronting Windbrook Drive until reaching and crossing Hood Road at approximately Latitude: 34.004254, Longitude: -83.935150, then continuing along parcel lines southwesterly to the southwest corner of the back parcel line at approximately Latitude: 34.002257, Longitude: -83.934946. The boundary then extends southeast along back parcel lines of addresses fronting Hood Road on the south side to Hurricane Shoals Road at approximately Latitude: 34.001923, Longitude: -83.929979, then northeast along Hurricane Shoals Road one parcel, then turns southeast along the parcel line to approximately Latitude: 34.00074, Longitude: -83.927457. The boundary then extends northeast along back parcel lines of addresses fronting Hurricane Shoals Road on the south side to approximately Latitude: 34.002421, Longitude: -83.923799, then extends southeast and northeast along back parcel lines of addresses fronting Beckenham Walk Drive and Beckenham Walk Lane to approximately Latitude: 33.998178, Longitude: -83.915945. The boundary continues southeast along back parcel lines of addresses fronting Beckenham Place on the south side until intersecting another parcel then turns southeast to Fence Road at approximately Latitude: 33.994754, Longitude: -83.911954. The boundary then continues across Fence Road along the city limits to the centerline of the railroad tracks at approximately Latitude: 33.99076, Longitude: -83.908939. The boundary then extends west/southwest along the railroad tracks to approximately Latitude: 33.987873, Longitude: -83.921969, then extends southeast and southwest along parcel lines to the new Stanley Road reroute at approximately Latitude: 33.987268, Longitude: -83.922012, then extends southeast along the centerline of the new Stanley Road reroute to where it connects to the centerline of existing Stanley Road at approximately Latitude: 33.985008, Longitude: -83.920102. The boundary then extends west along existing Stanley Road to approximately Latitude: 33.984026, Longitude: -83.924131, then southeast along front parcels lines of addresses fronting Highway 316 on the east side until reaching Hopkins Creek then continues southwest along the centerline of Hopkins Creek, crossing Highway 316 to approximately Latitude: 33.973599, Longitude: -83.915613 where the boundary continues along back parcel lines of addresses fronting Highway 316 on the south side crossing over Sugarloaf Parkway to the centerline of Alcovy Road at approximately Latitude: 33.970902, Longitude: -83.897432. The boundary then extends southwest along the centerline of Alcovy Road to Ewing Chapel Road, then continues southeast along the centerline of Ewing Chapel Road to W Drowning Creek Road, then continues west along the centerline of W Drowning Creek Road to its intersection with Alcovy Road then continues along the centerline of Alcovy Road a short distance to approximately Latitude: 33.966525, Longitude: -83.904895. The boundary then extends southwest along the back parcel lines of addresses fronting Mitford Court, Milford Lane, and Wisteria View Court to approximately Latitude: 33.959655, Longitude: -83.907351, then continues southeast along parcel lines to Brooks Road at approximately Latitude: 33.94724, Longitude: -83.898897. The boundary then extends east along Brooks Road to approximately Latitude: 33.947169, Longitude: -83.897234 west of Ewing Chapel Road, then turns south along back parcel lines of addresses fronting Ewing Chapel Road on the west side to approximately Latitude: 33.942309, Longitude: -83.899055, then continues southeast along back parcel lines of addresses fronting Ewing Chapel Road on the west side to approximately Latitude: 33.938058, Longitude: -83.896528, then extends northwest and southeast to approximately Latitude: 33.936117, Longitude: -83.896624, then extends

southwest along parcel lines to the Alcovy River at approximately Latitude: 33.933488, Longitude: -83.901716. The boundary then extends southeast along the Alcovy River to approximately Latitude: 33.917543, Longitude: -83.887990, then continues northeast along parcel lines to approximately Latitude: 33.918712, Longitude: -83.884789, then continues southeast along parcel lines to the right-of-way of New Hope Road at approximately Latitude: 33.916493, Longitude: -83.883289, then crosses the right-of-way of New Hope Road perpendicularly to approximately Latitude: 33.916274, Longitude: -83.883410, then continues west along the southern right-of-way of New Hope Road to approximately Latitude: 33.916870, Longitude: -83.886393, then continues southwest along parcel lines to the Alcovy River and continuing southeast along the river to approximately Latitude: 33.896869, Longitude: -83.857076. The boundary then extends south along back parcel lines of addresses fronting Laricks Lane, Miramaute Way, Joshua Drive, and Big Coles Way to approximately Latitude: 33.890376, Longitude: -83.853375. The boundary then extends northeast along parcel lines and back parcel lines of addresses fronting Richmond Place on the north side to the Gwinnett County/ Walton County border at approximately Latitude: 33.89478, Longitude: -83.843257.

Boundary 12

Boundary 12 is between the City of Sugar Hill and the City of Buford. Boundary 12 is an island of City of Buford parcels inside of Boundary 9 that starts at approximately Latitude: 34.08166, Longitude: -84.027085, west of Old Suwanee Road at Appling Court. Boundary 12 extends southwest along back parcel lines of addresses fronting Suwanee Brook Lane, then turns northwest along back parcel lines of addresses fronting Suwanee Brook Court, around the cul-de-sac then southeast to approximately Latitude: 34.08251, Longitude: -84.029527. Boundary 12 then extends east along back parcel lines of addresses fronting King Horn Court and Suwanee Brook Lane to the front parcel line at Old Suwanee Road, then extends south across Suwanee Brook Lane to approximately Latitude: 34.08166, Longitude: -84.027085.

Boundary 13

Boundary 13 is between Atlanta Gas Light Company and the City of Buford. The boundary is in the northern part of Gwinnett County. Boundary 13 is an island of one Atlanta Gas Light Company parcel inside of Boundary 2 whose center point of the parcel is approximately Latitude: 34.116503, Longitude: -83.830998.

Areas of Close Proximity and Joint Response:

In all areas identified on Plan map(s) Attachment C as areas of close proximity and/or joint response, each affected natural gas operator (i.e. AGLC and the City of Buford, AGLC and the City of Sugar Hill, AGLC and the City of Lawrenceville, the City of Sugar Hill and the City of Buford, and/or the City of Buford and the City of Lawrenceville) shall be contacted in the event of a natural gas emergency.

SECTION FOUR

Notification and Map Updating Procedures
[See Subsections (3)(b), (3)(c), (3)(d) and 7(c) of the Rule]

The Parties to this Plan agree to the following notification and map updating procedures for Operators, Emergency Responders and Public Officials as defined in Sections 3(b), 3(c) and 3(d) of the Rule.

1. Operators

a. All Operators in Gwinnett County agree to exchange up-to-date detailed maps. Such map exchanges shall occur within 60 days of Commission approval of this Plan and subsequently by the end of the first quarter of each calendar year thereafter. These maps shall identify current facility locations, showing the location of the natural gas pipeline facilities of each Operator within the county. Each operator's personnel identified in **Attachments B-2 through B-5** responsible for Annual Liaison activities in this Plan will ensure that this exchange of maps between operators occurs annually. Maps may be exchanged electronically, via certified mail or by hand-delivery. The up-to-date detailed maps shall be used to annually identify changes in areas of overlap, and areas of close proximity and joint response. Areas of close proximity and joint response identified during this annual review shall be annotated on the area maps provided to Emergency Responders and Public Officials addressed below in item 2 of this Plan Section 4. Any Operator may request a meeting with any other Operators in the event that there are issues requiring clarification and such meeting shall take place within 60 days of request.

b. Should any areas of overlap, as defined by this rule, develop the operators will provide detailed maps. These maps will show the locations of all mains and related facilities within the overlap area.

c. Operators shall meet at least annually, to perform Annual Liaison with all other operators, first responders, appropriate fire departments, law enforcement agencies, county 911 and other public officials to update all parties on the boundaries and procedures contained within this Plan. Documentation of such meeting shall be kept and shall include, but not be limited to, a list of attendees, an itemized and dated agenda, copy of all presentations, meeting minutes (such as questions, comments and concerns raised) and updated maps. Emergency Responders or Public Officials that are unable to attend the Annual Liaison meeting shall be provided with copies of all meeting documents listed above, which shall be provided by e-mail, facsimile or certified return-receipt requested mail. Proof of service thereof shall be maintained by each operator where information

is later confirmed face-to-face. Proof of service thereof shall be maintained by each operator for the two most recent exchanges.

d. Should an additional meeting for clarification be necessary, the affected Operator(s) will make a request for such via letter delivered by certified mail or electronic mail to the person(s) listed in plan **Attachment(s) B-1 through B-5** responsible for liaison activities for each operator whose system is in question by Operator(s). Proof of service will be maintained by each Operator(s) as documentation that a meeting was requested. Affected operators will maintain the completed *Record of Countywide Natural Gas Safety Plan Meeting* form **(Attachment D)** as documentation that a meeting occurred between operators to address issues requiring clarification. As detailed on the form, meeting date, involved parties and designated representatives, reason for the meeting, and topics discussed will be recorded. Records will be kept for five years.

2. Emergency Responders and Public Officials

a. Each Operator agrees to establish and maintain liaison with Emergency Responders, and Public Officials (see **Attachment B-1**) at least once each calendar year following Commission approval of the plan. Said liaison shall coordinate an annual meeting and invite Emergency Responders and Public Officials and Operators as well. The purpose of this liaison will be to:

   i. Provide current boundary maps (if applicable) and to perform liaison requirements required by 192.615(c) and API RP 1162.

   ii. Identify and define for Public Officials and Emergency Responders any areas on the up-to-date boundary maps in which Public Officials and Emergency Responders should contact multiple Operators in the event of a natural gas emergency.

b. Should boundary changes occur prior to the annual map updating requirement, operators shall provide updated boundary maps to all appropriate Emergency Responders and Public Officials within 60 days following Commission approval of Plan boundary changes.

c. Documentation associated with liaison activity and/or map updating, shall be kept in accordance with item 1(c) above in this Plan Section 4.

SECTION FIVE

Procedures Involving Facilities of Another Operator
[See Subsections (3)(e), (3)(f) and 7(b) of the Rule]

The purpose of this Section is to establish procedures for Operators to follow in the event that an Operator is contacted about an emergency involving another Operator's facilities. The Parties to this Plan agree to the following provisions for procedures involving facilities of another Operator as defined in Sections (3)(e) and (3)(f) of the Rule:

1. The parties agree to hold public safety as the highest priority when addressing these natural gas facility emergency responses.

2. For purposes of this Plan, Operators shall use the following procedures if they are contacted by members of the public or Public Officials and Emergency Responders regarding a natural gas emergency involving pipeline facilities that belong to another Operator.

    a. If an emergency is reported in areas where more than one Operator responds, then affected Operators will respond in accordance with the requirements below of item 3 of this Plan Section 5. In the event there is ever any question as to which Operator's facilities are involved at a location of a reported emergency, each Operator agrees to dispatch an Operator Qualified representative to further evaluate the situation.

    b. If an emergency is reported to an Operator in an area where the Responding Operator does not have facilities, then the Responding Operator shall immediately contact the affected Operator and other emergency responders as appropriate.

3. For purposes of this Plan and with regard to minimizing hazards to life or property during an emergency response when the only Operator on site is one whose facilities are not involved, the Parties agree as follows:

    a. The initial responding Operator will contact the Operator whose facilities are affected by the Emergency area.

    b. Each Operator will dispatch only Operator Qualified individuals trained on the emergency procedures identified in this Plan and that have access to the safety boundaries for the county defined in this Plan.

    c. In the event of an emergency involving the facilities of another Operator and subject to d., e. and f. below, nothing in this sub-section shall require the Responding Operator's representative to take any action other than as set forth in this subsections (3) of Section (5) of this Plan.

d. When the Responding Operator's representative is first on the scene, he/she shall have the authority, but not the obligation, to: close the service valve(s) at the affected premises of the Affected Operator's customer(s), if, in the Responding Operator's representative's sole judgment, he/she is able to do so without risk to personal safety.

e. "Area of a gas emergency" shall include but not be limited to: "incident", "incident area", "scene", "scene of the emergency" and all other gas emergencies that may arise. All Operators shall ensure that all procedures included in this CWSP (specifically and/or by incorporation of Operator qualifications and Operator emergency procedures) are utilized in all areas of a gas emergency, whether or not such area of gas emergency involves an Operator's own facilities or that of another Operator's facilities.

f. The responding Operators representative will not depart until;

   i. They have ensured that the affected operator's personnel are on site, or
   ii. They have ensured that another emergency responding agency (i.e. Fire Department / Police) is in control of the area, or
   iii. They have ensured that there is no immediate danger to the health and welfare of the general public, that the affected operator is aware of the situation, and in their professional opinion there is no further need for them to remain on the scene, or
   iv. In the event that a Responding Operator receives notice of an emergency on their pipeline system, the Operator's representative may respond to the emergency provided that the Operator's personnel take action to notify both the affected Operator, and local Emergency Responders as identified in **Attachments B-1 through B-5**. The responding Operator's representative will document the circumstances necessitating the emergency for departure and the responding Operator will maintain this documentation as part of this plan.

g. In performing the actions set forth in subsection f. (i)-(iv) in this Plan section, the Responding Operator's representative will comply with the Responding Operator's emergency procedures set forth below. As a courtesy, a copy of these procedures will be provided to the Pipeline Safety Staff.

h. The provisions in Section Five are not to be construed as creating a duty on the part of the Responding Operator to perform any action other than as set forth in subsection (3) of Section (5) of this Plan; or as permission by the Affected Operator to the initial Responding Operator to perform any other acts not enumerated above; or to operate any equipment on a gas main or transmission line that is part of the gas infrastructure of the Affected Operator.

4. Atlanta Gas Light Company will use its emergency procedures detailed in Sections 2.4 through 2.12 of the AGLC emergency procedures manual developed in accordance with 49 CFR 192.615(a) for emergency response, and Operator Qualification Abandonment and Deactivation of Facilities (service line not in use) - Protocol 001B for discontinuing gas service. Atlanta Gas Light Company will provide these procedures to the Pipeline Safety Staff, and the other operators subject to this plan, and will provide updates as necessary.

5. The Cities of Buford, Lawrenceville, and Sugar Hill will use their emergency procedures detailed in Sections I, III, and VI of the SRCS Emergency Plan, which were developed in accordance with 49 CFR 192.615(a), and the negotiated GMA OQ procedure for Manually Opening and Closing Valves (B31Q Task #0301). The Cities of Buford, Lawrenceville, and Sugar Hill will provide these procedures to the Pipeline Safety Staff one time for use in all counties in Georgia in which they operate and update as necessary.

6. All Operators in this Plan agree to, exchange, review, and accept the Operator Qualification and emergency procedures detailed above in Section Five subparagraphs 2 through 5 for the specific applications required for compliance with this Plan before allowing other Operators to perform the aforementioned procedures, and update said procedures when necessary.

7. Each Operator's designated point(s) of contact for communication between Operators, Public Officials and Emergency Responders when an Operator is contacted about an emergency involving another Operator's facilities are identified and defined under the roles and responsibilities listed in **Attachments B-1 through B-5** of this Plan.

SECTION SIX

Transfer of Customers
[See Subsections (3)(g)(i) and (8) of the Rule]

The Parties to this Plan agree to the following provisions for the transfer of customers as defined in Sections 3(g)(i) and (8) of the Rule.

- This Plan proposes no transfer of customers or facilities to or from any Operator under this Plan.

SECTION SEVEN

Procedure for Minimizing and Managing Safety Risks
[See Subsection (3)(h) of the Rule]

The purpose of this part is to provide procedures to be followed that will minimize and manage safety risks in areas of proximity as detailed on the maps exchanged annually by operators and defined in Plan Section 3 and map(s) **Attachment C**. During the annual liaison meeting required by Section 4 of this Plan, the Operators shall review for any changes to areas of overlap and/or close proximity. If areas of overlap and/or close proximity are found, the Operators shall coordinate the implementation of their Public Awareness Program under 49 CFR 192.616 and RP 1162. The Operators shall further, adhere to the following procedures in order to minimize and manage safety risks where areas of overlap and/or close proximity develop:

1. Install and maintain appropriate pipeline warning markers as close as practical on each side of the crossings identified in this County.

2. Contact affected Operators a minimum of 48 hours before any non-emergency excavation occurs.

3. Monitor the receipt of Notification of Proposed Construction Reports (GC-1) to identify potential conflicts.

4. Ensure that all affected Operators have been contacted in the event of an emergency as required by Plan Section Five.

5. Not extend facilities beyond the safety boundaries as outlined in this Plan.

6. Fulfill requirements established under 49 CFR 192.616 and API RP 1162.

7. Patrol areas of proximity and joint response as defined in Section Three and detailed on revised Plan map(s) **Attachment C** in accordance with each Operator's operations procedures for distribution or transmission main patrolling on a quarterly basis not to exceed 4½ months. For purposes of patrolling, areas of proximity are defined as areas of joint response and are defined in Section Three of this Plan and are detailed on revised Plan map(s) **Attachment C**. Consideration will be given to excavation activity, physical deterioration of exposed piping, land subsidence, and damage to casing vents. In addition, leakage surveys and cathodic protection surveys and monitoring will be conducted in accordance with each Operator's procedural requirements.

8. Any issues discovered while fulfilling the requirements detailed in item 7 above affecting another Operator will be communicated, as soon as practical, to the affected Operator.

9. Operators affected by the area of joint response may share patrol duties for efficiency and to eliminate duplicative efforts. Information resulting from any shared patrols will be exchanged, as soon as practical, between Operators.

SECTION EIGHT

Incorporation of Natural Gas Safety Plan into Operation and Emergency Manuals
[See Subsection (5) of the Rule]

Each Operator shall incorporate the Gwinnett County Natural Gas Safety Plan into its operation and emergency manuals upon Commission approval of the Plan.

SECTION NINE

Training on Emergency Procedures
[See Subsections (3)(f) and (6) of the Rule]

The purpose of this Section is to provide procedures to be followed for training Operators' personnel on emergency procedures that are incorporated in this Plan. Training is to be provided as follows:

1. The Operators agree to conduct the required training of all appropriate operating and emergency personnel no later than 120 days after Commission approval of this Plan. This training shall include the Gwinnett County-Wide Safety Plan and any emergency procedures referenced therein and will be conveyed through computerized instruction and testing (ex. web-based), classroom instruction and testing, on-site field training and testing, or other medium acceptable to the Commission. In addition, each Operator shall furnish its supervisors who are responsible for emergency action as designated in **Attachments B-2 thru B-5**, with a copy of that portion of the effective edition of the emergency procedures referenced in Section 5 of this Plan. This training may be joint training involving multiple operators. Each Operator shall maintain documentation associated with the most recent training provided. Documentation shall include, but not be limited to, each Operator's representatives trained on the requirements of the Gwinnett CWSP. All Operators shall document with specificity, the identity of all personnel trained on the CWSP (name, job title, date trained and each procedure and plan element for which training has occurred for that individual); an itemized and dated agenda for the training provided shall be kept to ensure that accurate and timely training is provided; and one copy of all training materials utilized for training purposes shall be kept.

2. In addition, supplemental training on these procedures shall be done by the appropriate Operator following any modification of their procedures or change in personnel where such training is necessary.

3. Training due to any modification of the Plan, change in procedures or change in personnel shall occur within 60 days of the Plan or procedure modification, or personnel change. Each Operator shall maintain documentation associated with supplemental training provided. Documentation associated with training due to any modification of the Plan, change in procedures or change in personnel shall be kept in accordance with the documentation requirements of item 1 above of this Plan Section 9.

SECTION TEN

Procedure for Establishing and Maintaining Liaison
[See Subsections (7)(a), (7)(b), (7)(c), (7)(d), (7)(e) and (7)(f) of the Rule]

The purpose of this Section is to provide procedures for establishing and maintaining liaison with the appropriate Emergency Responders, Public Officials, and other Operators that are party to this Plan (**Attachments B-1 through B-5**). These procedures shall also be followed for liaison and training on emergency procedures that are incorporated in this plan. Operators shall establish and maintain Annual Liaison in accordance with the requirements of the County-wide Safety Plan Rule and each Operator's Emergency Plan as provided to the Pipeline Safety Staff one time for use in all counties in Georgia in which they operate. Updates to the Gwinnett County CWSP and/or any Gwinnett County Operator's Emergency Plan shall be provided as they occur in accordance with the timelines provided for in this CWSP.

For the purposes of this Plan, each Operator shall extend this liaison to include the other Operators that are party to this Plan. Liaison with other Operators shall occur, at least, during the Annual Liaison meeting, listed in Section Four of this Plan, for the exchange of maps with Emergency Responders and Public Officials. Documentation of the Annual Liaison meeting shall be kept in accordance with the requirements in Section Four of this Plan.

Liaison and training are to be provided as follows:

1. Annual Liaison will consist of:

    a. Providing the following information to each of the individuals / agencies listed in **Attachments B-1 through B-5**. This will include:

        i. The Name and 24-hour Point of Contact for each Operator under this plan;

ii. The Operators responsibility to operate their system in accordance with all Federal law, State law, and PSC Rules including but not limited to operators' procedures under API RP 1162 – Public Awareness Programs for Pipeline Operators, as required by 49 CFR Part 192.616;

iii. Providing maps of the geographic area(s) in which the operator has facilities.

iv. Determining the availability of emergency responders to assist in the event of a pipeline emergency.

v. Responsibility and resources of the Operator and Emergency Responders for fire control, bodily injury, and area evacuation problems in connection with a gas pipeline emergency;

vi. Description and capability of emergency equipment and vehicles;

vii. Procedures to facilitate prompt communications in emergencies; and

viii. Level of Operator qualified training of responders.

b. Acquainting public officials with emergency procedures.

i. The availability, capability and location of each operator's personnel, equipment, and materials for response to gas pipeline emergencies.

ii. In areas where multiple pipeline operators have facilities, consideration will be given to joint emergency training and liaison activities with the local emergency response officials.

iii. Identifying emergencies that require notification to and from public officials.

c. Identifying the types of emergencies that may require notification of public officials by gas system operators include the following:

i. A serious fire on adjacent property;

ii. Serious bodily injury;

iii. One where the number of people involved or spectators are too numerous for the operator to handle;

iv. One adjacent to public rights-of-way where the public could be endangered;

v. One in which patrol or area evacuation is needed; and

vi. An incident in a populated area.

d. Identifying the types of emergencies that might require notification to gas system operators by public officials include the following:

i. Report of gas odor;

ii. Damage to gas facilities;

iii. Operation of a gas system valve by non-operator personnel; and

iv. Report of a gas outage.

e. Planning with public officials and operators of facilities in the vicinity of the pipeline for mutual assistance.

i. Each gas system operator will establish and maintain liaison with fire, police, public officials and operators of other facilities in the vicinity of each operator's pipelines to plan how to engage in mutual assistance to minimize hazards to life and property. This planning will include how to work together effectively in an Incident Command System. Consideration will be given to various situations including the following.

1. Situations where the operator has reason to believe a hazard may exist and where other emergency personnel, such as fire and police, may be able to respond more quickly than operator personnel.

2. Situations that involve the evacuation of buildings and properties.

3. Advise police and fire departments that operator personnel may need to conduct leak investigations inside buildings and on properties within the area of the emergency.

4. Situations where the operation of electric or other utilities located in the vicinity of the pipeline may provide sources of ignition for the gas released, may increase burning time or intensity of fires that have already started, or may delay responders who are attempting to make the situation safe.

5. Means of ensuring that communication is ongoing during the emergency response so that pertinent information is shared in a timely manner.

6. The gas characteristics and properties, such as pressure, specific gravity, gas odor, and flammability limits, should be provided to emergency response officials. The implications of these characteristics and properties on emergency response decisions should be thoroughly discussed. In discussions with emergency response officials, the operator should emphasize the following.

7. The importance of this information to outside emergency response personnel arriving before the operator's personnel.

8. The use of this information in making decisions, such as areas to be evacuated, traffic rerouting, and control of ignition sources.

9. The importance of combustible gas detectors when responding to an incident.

f. Comments, suggestions and recommendations from the annual meetings will be evaluated by the Operators and incorporated into this plan if deemed appropriate by the Parties. Documentation of comments, suggestions and recommendations from the annual meetings that are not incorporated shall be kept in accordance with the requirements of Plan Section 4, subparagraph 1(c). Participants shall be provided the name, address (postal and email) and phone number of the Commission's Facilities Protection Unit.

g. Documentation of all liaison activity will be maintained as required in Section 4 of this Plan.

SECTION ELEVEN

Review and Updating of Gas Safety Plan
[See Subsection (9) of the Rule]

This Plan shall be reviewed by all Operators of natural gas systems within Gwinnett County, amended as necessary, and resubmitted to the Commission no later than five years from the date of Commission approval of the Plan. Amendments of the Plan other than those due to the five year review requirement will be in accordance with Sections (2)(c), (2)(d) and (4) of the Rule as appropriate.

SECTION TWELVE

Plan Rationale and Assumptions

Per the Rule, all Gwinnett County Operators conducted meetings for purposes of establishing safety-based boundaries. Also, per the Rule, each Operator considered natural and man-made boundaries and readily identifiable landmarks in the county and negotiated in good faith to establish safety-based boundaries using these items where practical and available. Areas of proximity were identified and discussed, with affected Operators determining how best to respond to potential emergencies in such areas.

Boundaries between AGLC and the City of Buford, AGLC and the City of Lawrenceville, AGLC and the City of Sugar Hill, the City of Buford and the City of Lawrenceville, and the City of Buford and the City of Sugar Hill were established by good faith negotiations between the Operators. All the Operators agreed that the boundaries separating their systems will minimize or eliminate confusion among customers and emergency responders in the event of a gas emergency.

SECTION THIRTEEN

Requests for Service Outside of Boundary Area
[See Subsections (3)(g)(vi) and (4) of the Rule]

Operators receiving requests from potential customers to provide natural gas service in areas that they are unable to serve under the safety-based boundaries established by the Plan will direct the customer to the Operator that can serve the potential customer consistent with the Plan or promptly petition to amend the Plan pursuant to the provisions of the Rule in order to afford such service.

After adoption of this Natural Gas Safety Plan by the Commission, any Operator in the county may petition the Commission to amend, or the Commission may on its own motion initiate proceedings to amend, the Natural Gas Safety Plan. The Operator proposing to amend the Plan shall provide notice to every Operator with a natural gas Distribution System in the county of its proposed amendment and shall work in good faith with the existing Operator or Operators to file a jointly proposed amendment with the Commission. If the Operators cannot agree within thirty (30) days of receipt of such notice, then the Operator seeking to amend the Plan shall file with the Commission a proposed amendment to the existing Plan. The Commission shall decide whether to grant, modify or deny the proposed amendment. Before amending a Plan based on the petition of an Operator or on its own motion, the Commission shall provide notice and an opportunity for a hearing to each Operator in the county. In any such hearing, all Operators in the county shall be parties of record.

SECTION FOURTEEN

Prohibition on Construction or Installation in Conflict with the Plan
[See Subsection (3)(g)(v) of the Rule]

Except in accordance with any safety-based boundaries established under this Plan, the construction or installation of any natural gas distribution system facilities in Gwinnett County, Georgia, is prohibited unless the Plan is first amended, approved, and a Final Order is issued by the Commission.

ATTACHMENT B

Gas System Operator	County Responsible Point of Contact
Atlanta Gas Light Company	Atlanta Gas Light Company Walt Farrell President, Atlanta Gas Light Company 10 Peachtree Place Atlanta, Georgia 30309
City of Buford	Honorable Phillip Beard, Board Chair 2300 Buford Hwy. Buford, Georgia 30518
City of Lawrenceville	City of Lawrenceville: Honorable David Still, Mayor Lawrenceville City Hall P.O. Box 2200 Lawrenceville, Georgia 30046
City of Sugar Hill	City of Sugar Hill Honorable Brandon Hembree, Mayor 5039 West Broad St. Sugar Hill, GA 30518

ATTACHMENT B-1

Public Officials & Emergency Responders

** If applicable, each Operator party to this Plan has railroad emergency contact information for the county available.

NAME OF COUNTY: GWINNETT EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	James D. McClure	Chief of Police	3125 Satellite Blvd NW Duluth, GA 30096	770-513-5000			James.McClure@gwinnettcounty.com
Law Enforcement	Keybo Taylor	Sheriff	2900 University Pkwy. NE Lawrenceville, GA 30043	770-619-6500			Keybo.Taylor@gwinnettcounty.com
Fire	Russell Knick	Fire Chief	408 Hurricane Shoals Rd. NE Lawrenceville, GA 30045	678-518-4800			Russell.Knick@gwinnettcounty.com
Emergency Management	Greg Swanson	Director		770-513-5600			Greg.swanson@gwinnettcounty.com
Fire Marshall's Office		Fire Marshal	408 Hurricane Shoals Road, N.E. Lawrenceville, GA 30046	678-518-4980			firemarshal@gwinnettcounty.com

NAME OF CITY: BUFORD EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
City Marshall's Department	Jerry Ethridge	City Marshall	2300 Buford Hwy Buford, GA 30518	770-904-2727			jethridge@cityofbuford.com

NAME OF CITY: DULUTH EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Randy Belcher	Chief of Police	3276 Buford Hwy. Duluth, GA 30096	770-476-4151			

NAME OF CITY: LAWRENCEVILLE EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Police Department	Myron Walker	Chief of Police	P.O. Box 2200 300 Jackson Street Lawrenceville, GA 30046	770-962-4173		770-339-2415	mwalker@lawrencevillepd.com

NAME OF CITY: LILBURN EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Chris Dusik	Chief of Police	4600 Lawrenceville Highway Lilburn, GA 30047	770-638-2185			

NAME OF CITY: LOGANVILLE EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Dick Lowry	Chief of Police	605 Tom Brewer Rd, Loganville, GA 30052	770-466-8087		770-466-6679	

NAME OF CITY: NORCROSS EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Bill Grogan	Chief	65 Lawrenceville St. Norcross, GA 30071	770-448-2111			

NAME OF CITY: SNELLVILLE EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Greg Perry	Chief	2315 Wisteria Drive Snellville, GA 30078	770-985-3555		770-985-3579	

NAME OF CITY: SUWANEE EMERGENCY DIAL 911							
DEPARTMENT	CONTACT	TITLE	ADDRESS	PHONE	CELL	FAX	EMAIL
Law Enforcement	Cass Mooney	Chief	373 Highway 23 NW Suwanee, GA 30024	770-945-8995			cmooney@suwanee.com

ATTACHMENT B-2

AGLC – LOCAL POINTS OF CONTACT FOR EMERGENCIES

EMERGENCY: CUSTOMERS/GENERAL PUBLIC DIAL 1-877-427-4321

EMERGENCY RESPONDERS DIAL 1-800-289-8151

LOCAL OFFICE	CONTACT/TITLE	ADDRESS	PHONE	ROLES/RESPONSIBILITIES
Gwinnett	Ian Reinhart Regional Operations Director	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	0ffice: 404-230-6504 Cell: 404-989-0696	Liaison, Emergency Response
Gwinnett	Rachel Seabase Operations Manager	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	0ffice: 770-625-9953 Cell: 815-739-1109	Liaison, Emergency Response
Gwinnett	Rex Hall Operations Supervisor	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	Office: 770-625-9968 Cell: 770-480-3987	Liaison, Emergency Response
Gwinnett	Jerome Jones Operations Supervisor	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	Cell: 404-392-1978	Liaison, Emergency Response
Gwinnett	Troy Bailey Operations Supervisor	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	Office: 770-625-9959 Cell: 678-618-3834	Liaison, Emergency Response
Gwinnett	Jeff Hart Operations Supervisor	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	0ffice: 770-625-9956 Cell: (678) 410-3931	Liaison, Emergency Response
Gwinnett	James Parr Operations Supervisor	1305 Lakes Pkwy, Suite 129 Lawrenceville, GA 30043	0ffice: 470-426-7923	Liaison, Emergency Response

ATTACHMENT B-3

CITY OF BUFORD – LOCAL POINTS OF CONTACT FOR EMERGENCIES

EMERGENCY DIAL 770-932-7986

OFFICE	CONTACT/ TITLE	ADDRESS	PHONE	ROLES/ RESPONSIBILITIES
Buford	Superintendent - Operations	1895 Peachtree Industrial Blvd. Buford, GA 30518	Non-Emergency: (770) 932-7981 Cell: (678) 725-5283	Liaison, Emergency Response
Buford	Superintendent -Construction	1895 Peachtree Industrial Blvd. Buford, GA 30518	Non-Emergency: (770) 932-7981 Cell: (678) 725-5282	Liaison, Emergency Response
Buford	Superintendent -Utilities	1895 Peachtree Industrial Blvd. Buford, GA 30518	Non-Emergency: (770) 932-7981 Cell: (678) 725-5284	Emergency Response
Buford	City Manager	2300 Buford Hwy. Buford, GA 30518	Office: (770) 945-6761 Cell: (678) 725-5917	Liaison

ATTACHMENT B-4

CITY OF LAWRENCEVILLE – LOCAL POINTS OF CONTACT FOR EMERGENCIES

Emergency Telephone 911 or (770) 963-2443

OFFICE	CONTACT/ TITLE	ADDRESS	ALTERNATE PHONE	ROLES/ RESPONSIBILITIES
Lawrenceville	Gas Director	435 W. Pike St. Lawrenceville, GA 30046	Non-Emergency: (770) 963-3332 Working Hours: (770) 277-7434 Cell: (404) 427-8381 Alt. Cell: (706) 410-0878	Liaison, Emergency Response
Lawrenceville	Asst. Director, Operations	435 W. Pike St. Lawrenceville, GA 30046	Working Hours: (770) 277-7406 Cell: (404) 427-8381 Alt. Cell: (706) 410-0878	Liaison, Emergency Response
Lawrenceville	Asst. Director, Internal Operations	435 W. Pike St. Lawrenceville, GA 30046	Non-Emergency: (770) 963-3332 Working Hours: (770) 277-7455 Cell: (678) 580-7515 Alt. Cell: (404) 427-5338	Liaison, Emergency Response
Lawrenceville	After Hours Police Department	435 W. Pike St. Lawrenceville, GA 30046	Emergency: (770) 963-2443	Liaison

ATTACHMENT B-5

CITY OF SUGAR HILL – LOCAL POINTS OF CONTACT FOR EMERGENCIES

Emergency Telephone 911

OFFICE	CONTACT/ TITLE	ADDRESS	ALTERNATE PHONE	ROLES/ RESPONSIBILITIES
Sugar Hill	Gas Supervisor	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 794-8319 Standby: (770) 527-2802	Liaison, Emergency Response
Sugar Hill	Gas Technician	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 794-1408	Emergency Response
Sugar Hill	Gas Technician	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 414-3151	Emergency Response
Sugar Hill	Gas Technician	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 794-9513	Emergency Response
Sugar Hill	Gas Technician	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 414-3017	Emergency Response
Sugar Hill	Gas Technician	4988 W. Broad Street Sugar Hill, GA 30518	Non-Emergency: (770) 271-2137 Cell: (678) 300-7714	Emergency Response

ATTACHMENT C

Plan Maps

(Three drawings – one revised overall Gwinnett County map, one revised sectional map B, one Boundary 8 comparison map identifying revision.)

ATTACHMENT D

Customer Transfers - None

ATTACHMENT E

Record of Countywide Natural Gas Safety Plan Meeting

Meeting Date: | **County:**

Meeting Location:

Invitees:

Representative Name	Organization

Attendees:

Representative Name (print and sign)	Organization

Reason(s) for meeting:

Topic(s) discussed:

(Attach additional sheets if necessary)

Records must be retained for the two most recent Countywide Natural Gas Safety Plan meetings between gas operators for this county.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Discussion of Proposed 2026 Millage Rate Advertisement
Department:	Finance
Date of Meeting:	Wednesday, May 13, 2026
Fiscal Impact:	The proposed millage rate of 3.26 mills is above the estimated rollback rate of 3.097 mills. Final fiscal impact will be determined based on the certified tax digest and final millage rate adoption.
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Staff requests direction from the Mayor and Council regarding the millage rate to advertise for the 2026 tax year. Staff is proposing advertisement of a 3.26 millage rate, which is the City's current millage rate and is above the estimated rollback rate.

Summary: Each year, the City of Lawrenceville is required to establish a millage rate for maintenance and operations. Based on the preliminary digest information, the City certified an estimated rollback rate of 3.097 mills for the 2025 tax year. The City's current millage rate is 3.26 mills. Staff is proposing that the City advertise a millage rate of 3.26 mills for consideration.

Because the proposed rate is above the estimated rollback rate, the City will be required to follow the applicable public notice, advertisement, press release, and public hearing requirements prior to final adoption of the millage rate.

Background: The millage rate establishes the property tax rate used to fund City operations and services. As part of the annual tax digest process, a rollback rate is calculated to identify the millage rate that would offset increases in the digest attributable to reassessment of existing real property.

The City has received certification that the estimated rollback rate is 3.097 mills for maintenance and operations. The City's current millage rate is 3.26 mills. Maintaining the current rate would result in a proposed millage rate that is approximately 0.163 mills above the estimated rollback rate, or

approximately 5.26% above rollback, subject to final calculation and verification through the final digest process.

Staff is seeking direction from the Mayor and Council at the May 13, 2026 meeting regarding the rate to be advertised. If Council directs staff to advertise the proposed 3.26 millage rate, staff will proceed with the required public notice process, including advertisements and public hearings, before any final millage rate adoption.

Fiscal Impact: The proposed rate of 3.26 mills maintains the City's current millage rate. The final revenue impact cannot be determined until the final digest is available and the millage rate is formally adopted. Because the proposed rate exceeds the estimated rollback rate, the City must complete the required advertisement and public hearing process before final adoption.

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits:

- Millage Discussion.pptx

2026 Millage Rate

May 13, 2026

LAWRENCEVILLE
GEORGIA

Purpose of Discussion

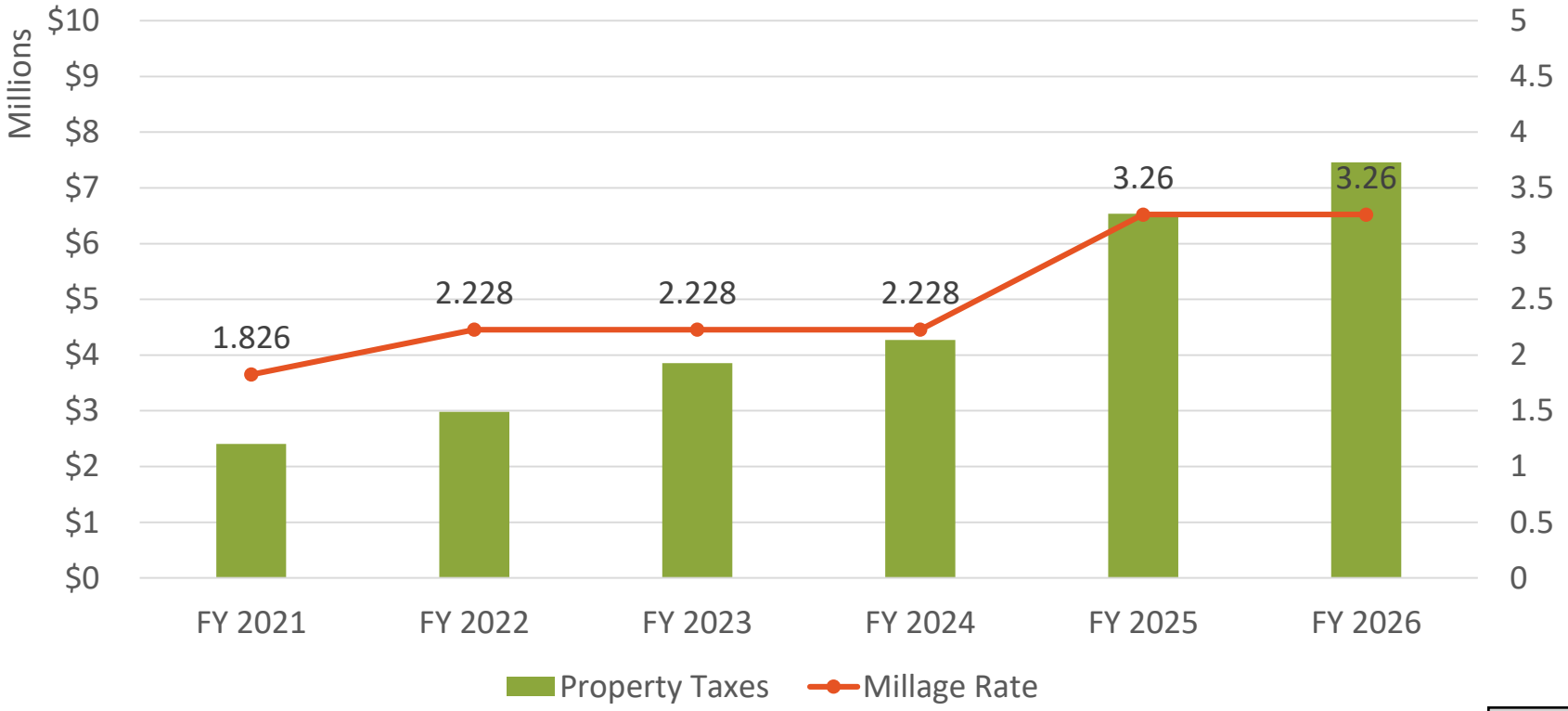
- Establish direction for **2026 millage rate advertisement**
- Provide context on:
  - Current digest and rollback rate
  - Impact of homestead exemptions
  - Implications of SB 33
- Discuss **future revenue considerations**

Current Millage

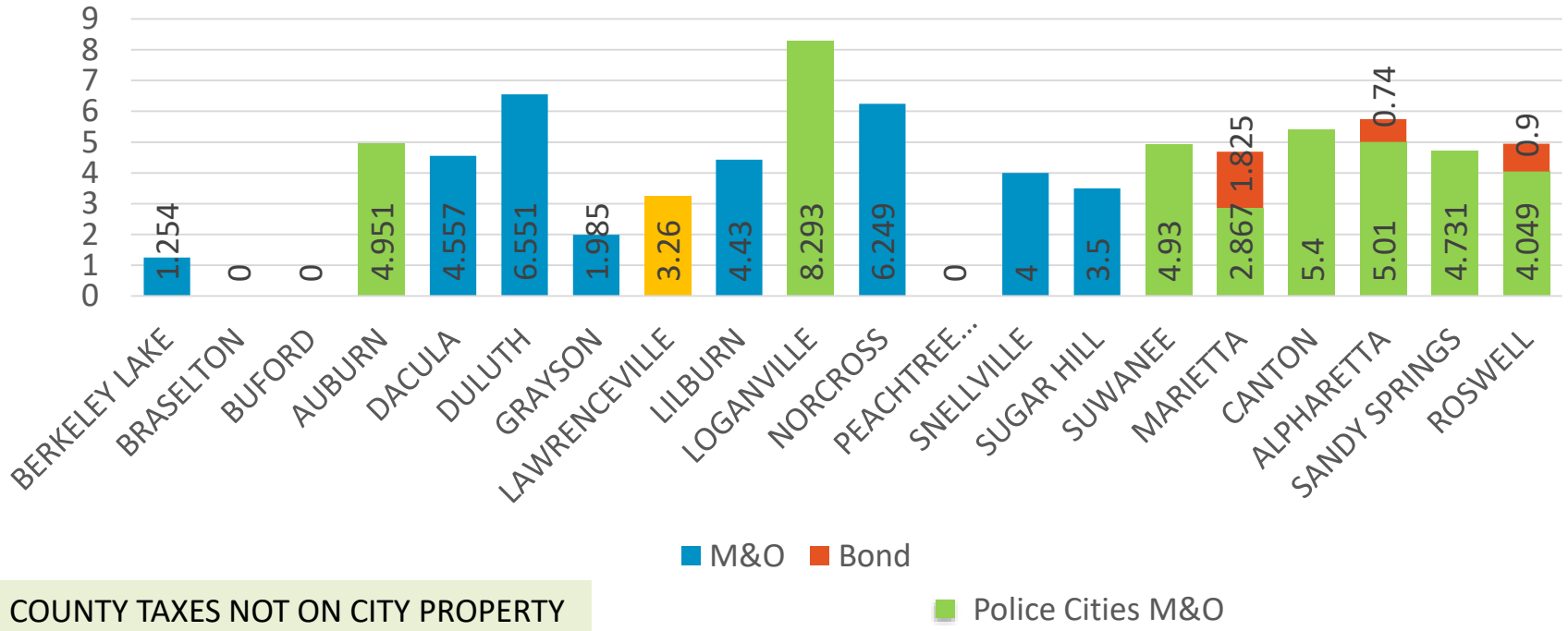
- Current Millage Rate: **3.26 mills**
- Estimated Rollback Rate: **3.097 mills**
- Difference: **+0.163 mills (~5.26%)**

- Maintaining current rate = **tax increase above rollback**

Historical Millage



Millage Comparison



COUNTY TAXES NOT ON CITY PROPERTY

- County Police 2.9
- County Code Enforcement 0.36
- Total 3.26

What is the Rollback Rate?

- Rate that keeps revenue flat from reassessments
- Adjusts for:
  - Growth in property values (existing property)
- Does NOT account for:
  - New construction
  - Policy decisions
- Rollback ≠ no growth budget

Homestead Snapshot (Local Impact)

- Total Parcels: 9,421
- Homestead Parcels: 4,224 (~45%)
- Homestead Value Offset: $41.9M
- Revenue Reduction: ~$135,000
- Homestead already reducing taxable base

What SB 33 Changes

- Establishes statewide base-year homestead exemption
- Caps value growth at inflation (not market)
- Applies to:
  - All homestead properties statewide
- Slows future growth of residential tax base

What SB 33 Does NOT Do

- Does NOT limit millage rate decisions
- Does NOT require rollback adoption
- Still a policy choice, not a restriction

Long-Term Tax Base Impact

- Residential (Homestead):
  - Growth limited to inflation
  - Becomes smaller share of future growth
- Non-Homestead:
  - Commercial
  - Rental / multifamily
  - Carries more of the tax burden over time

Local Option: LHOST

- Optional 1% sales tax
- Must be approved by voters
- Used to:
  - Offset homestead taxes
  - Reduce millage if excess revenue generated
- Strategic lever — not automatic

- **MUST be coordinated with Gwinnett County**

Financial Reality

- Homestead exemptions already reducing revenue
- SB 33 will compound this over time
- Maintaining services requires:
  - Stable revenue base
  - Strategic rate decisions

Risk Considerations

- Over-reliance on:
  - Commercial property
  - Development cycles
- Reduced flexibility in downturns
- Political pressure vs fiscal sustainability

Staff Recommendation

- Advertise 3.26 millage rate
- Maintain current service levels
- Preserve flexibility pending:
  - Final digest
  - Future SB 33 impacts

Council Direction Requested

- Confirm millage rate to advertise
- Provide guidance on:
  - Revenue strategy
  - Long-term tax structure considerations

Questions

