



LAWRENCEVILLE

GEORGIA

CITY COUNCIL SPECIAL CALL AGENDA

Wednesday, April 15, 2020
5:00 PM

Virtual Meeting
70 S. Clayton St, GA 30046

*****Public Attendance Information*****

The meeting will be broadcast from our Facebook page and you are encouraged to view it from there using this link.

<https://www.facebook.com/cityoflawrenceville>

As another option, you can join from our zoom link:

<https://zoom.us/j/798707443>

Or iPhone one-tap :

US: +16465588656,,798707443# or +13126266799,,798707443#

Or Telephone:

Dial(for higher quality, dial a number based on your current location)

US: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 798 707 443

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions/Deletions

Council Business

- [1.](#) City of Lawrenceville Fueling Station Project
- [2.](#) Fuel Station Underground Storage Tank Upgrades & Repairs

- [3.](#) GGC Corridor-Phase II Project Change Order 1
- [4.](#) Purchase of Parcel R5146A046 known as 131 Atha Street
- [5.](#) Ordinance to Amend Article XVIII of the Development Regulations of the City of Lawrenceville, Georgia and the City of Lawrenceville, Georgia Floodplain Management and Flood Damage Prevention Ordinance
- [6.](#) State of Emergency Extension
- [7.](#) Discussion related to COVID-19

Final Adjournment



LAWRENCEVILLE

GEORGIA

1.

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	City of Lawrenceville Fueling Station Project
Department:	Public Works
Date of Meeting:	Wednesday, April 15, 2020
Fiscal Impact:	\$665,693.00
Presented By:	Barry Mock
Action Requested:	Award City of Lawrenceville Fueling Station Project to overall low bidder, Smith & CO., Inc., amount not to exceed \$665,693.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the demolition of a conventional structural steel and masonry structure including slab and foundations while not disturbing fueling equipment, canopy, tanks, and piping. An approximately 186 square foot equipment building will then be erected to house new fueling station control equipment. New site development work will include installation of utilities, storm water piping and structures, electric, and natural gas supply piping for an emergency back-up generator.

Fiscal Impact: Amount not to exceed \$665,693.00. This project is funded by the Capital Outlay Fund (3551565.541000). Project 15-015.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

SB026-20

**City of Lawrenceville Fueling Station Project
Public Works**

				AMO Construction, LLC		Bayne Development Group, LLC		Diversified Construction of Georgia, Inc.		Multiplex, LLC		Smith & CO., Inc.		
ITEM #	DESCRIPTION		QTY.		BASE BID		BASE BID		BASE BID		BASE BID		BASE BID	
1.	Fueling Station Project		1	LS	\$748,000.00		\$695,044.50		\$646,539.00		\$693,000.00		\$651,506.00	
Unit Prices														
ITEM #	DESCRIPTION		QTY.		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Unsuitable Material		1200 CY		\$15.00	\$18,000.00	\$22.54	\$27,048.00	\$85.00	\$102,000.00	\$35.00	\$42,000.00	\$30.00	\$36,000.00
2.	Suitable Soil		250 CY		\$20.00	\$5,000.00	\$24.54	\$6,135.00	\$185.00	\$46,250.00	\$30.00	\$7,500.00	\$50.00	\$12,500.00
3.	#57 Stone		375 TN		\$25.00	\$9,375.00	\$34.51	\$12,941.25	\$55.00	\$20,625.00	\$40.00	\$15,000.00	\$50.00	\$18,750.00
TOTAL					\$780,375.00		\$741,168.75		\$815,414.00		\$757,500.00		\$718,756.00	
Unit Price Included in Base Bid														
4.	Trench Rock		250 CY		\$85.00	\$21,250.00	\$140.25	\$35,062.50	\$225.00	\$56,250.00	\$150.00	\$37,500.00	\$90.00	\$22,500.00
ALTERNATES					PRICE		PRICE		PRICE		PRICE		PRICE	
1	Natural Gas Generator				\$15,706.50		\$14,626.00		\$29,500.00		\$30,000.00		\$14,187.00	

Recommended Vendor:

Smith & CO., Inc.
1269 Old Monroe Madison Hwy
Monroe, GA 30655
P: 404-456-8769
tony.smith@smithandco.net



LAWRENCEVILLE

GEORGIA

2.

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Fuel Station Underground Storage Tank Upgrades & Repairs
Department:	Public Works
Date of Meeting:	Wednesday, April 15, 2020
Fiscal Impact:	\$133,544.00
Presented By:	Barry Mock
Action Requested:	Request approval to enter contract with United Pump & Controls, in the amount of \$133,544.00, for the necessary repairs and upgrades of tank and pump related appurtenances at the new fueling station. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: These services are needed to repair existing underground tanks & pipes; modify and refinish the existing canopy; repair/replace the cathodic protection system; provide proper connections to receive the new equipment being installed by Sims Oil in the new electronics building; and coordinate all necessary paperwork with EPD.

Background: United Pump & Controls was selected as the sole source provider for these services at the new fueling station on Pike St. UP&C has been the vendor of choice for Sims Oil Company for years, and has significant historical understanding of the existing site. Furthermore, Sims will be using UP&C to install, operate & maintain all of the fuel system electronics.

Fiscal Impact: \$133,544.00. Funds will come from the Capital Project 15-015 (New Fueling Station – Pike St).

Attachments/Exhibits:
Proposal from United Pump & Controls

United

Pump and Controls, Inc.

305 Shawnee North Dr. #300

Suwanee, GA 30024-2299

HEREIN 'SELLER'

Quotation and Contract

Equipment, Tanks, Parts and
Supplies for the Transport, Storage,
Measurement and Dispensing
of Petroleum Products.

Phone: (770) 662-0440 Fax: (770) 729-0682

Attention: Mr. Barry Mock

2.
SELLER QUOTES TO SUPPLY THE EQUIPMENT AND/OR
SERVICES SET FORTH HEREIN SUBJECT TO THE TERMS AND
CONDITIONS APPEARING ON THE FRONT HEREOF AND
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City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30046

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Fleet Fueling Station
445 West Pike St
Lawrenceville, GA 30045

DATE	ACCT. NO.	REP #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
4/1/2020	NEW	445	TBD	See Exhibit C	040120-01	Enter Salesperson Name
ACCEPTANCE OF QUOTATION: The		Buyer's Authorized Signature		Date	P.O.#	UNITED PUMP AND CONTROLS, INC.
prices, specifications and terms and conditions are hereby accepted.						Manager
QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	OPW Tank Hardware	OPW Tank Top Fittings and Overfill Prevention Hardware Required to Bring Tanks Back	\$ 7,305.00	\$ 7,305.00		
		Into Service; Includes the Following:		\$ -		
		* 71SO Overfill Prevention Drop Tubes		\$ -		
		* Swivel Fill and Vapor Adapters for Unleaded Tanks		\$ -		
		* Standard Fill Adapters for Diesel/Kerosene Tanks		\$ -		
		* Probe Caps, Adapters and Face Seal Adapters		\$ -		
		* EVR Certified Pressure/Vacuum Vent Cap		\$ -		
		* Misc. Machined 4" Nipples		\$ -		
		* Fill and Vapor Dust Caps		\$ -		
				\$ -		
2	OPW Island Forms	Steel Island Forms (For FMU's) 3'x3'x13" w/ 6" Radius Corners	\$ 297.00	\$ 594.00		
				\$ -		
5	Misc. Manholes	24"x24" Square Steel Manhole	\$ 335.00	\$ 1,675.00		
				\$ -		
12	CREE Canopy Lights	CPY-250 Flush Mount, Flat Lens, White, 96w LED Light Fixtures	\$ 360.00	\$ 4,320.00		
				\$ -		
				\$ -		
				\$ -		
SUB-TOTAL:		\$ -	SALES TAX:	\$ -	SHIPPING CHARGES	TOTAL: CONTINUED

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE. SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.

United

Pump and Controls, Inc.

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Suwanee, GA 30024-2299

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QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
8	Dispenser Graphics	Miscellaneous Dispenser Graphics for Fueling Positions 1-8 (Advantage MPD's Only)	\$ 350.00	\$ 2,800.00		
	Package	Includes the Following:		\$ -		
		* Blank Option Doors to Replace Card Reader Doors		\$ -		
		* Generic Black Overlays with White Text, Similar to Existing		\$ -		
		* Push to Start Overlays		\$ -		
		* Octane Decals		\$ -		
		* GA State Fire Marshal Decals		\$ -		
		* Pump Numbers		\$ -		
		* Operating Instructions Overlays		\$ -		
				\$ -		
1	Misc. Allowance	Allowance for Miscellaneous Signage on Fuel Dispensers, Emergency Stop Signs, and	\$ 750.00	\$ 750.00		
		(2) 10lb Fire Extinguishers with Cabinets and Signs		\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
SUB-TOTAL:		\$ -	SALES TAX:	\$ -	SHIPPING CHARGES	
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QTY.	PRODUCT NUMBER	DESCRIPTION			UNIT PRICE	EXTENDED		
1	Canopy Re-Skin	Subcontract Canopy Vendor to perform the following scope of work:			\$ 17,500.00	\$ 17,500.00		
		* Remove and dispose all existing ACM fascia and fascia supports				\$ -		
		* Remove and dispose of existing gutters and downspouts				\$ -		
		* Remove and dispose of existing column wraps				\$ -		
		* Remove approx. 16ft on the long side to square up canopy to remaining columns, and				\$ -		
		to match the existing overhang on the street side of the canopy				\$ -		
		* Remove (2) columns next to existing building, cut flush with existing concrete				\$ -		
		* Remove (16) existing light mounting boxes				\$ -		
		* Pressure wash remaining decking				\$ -		
		* Install (12) new flush mount canopy lights and cover any remaining locations where				\$ -		
		old lights were mounted				\$ -		
		* Install new aluminum gutters and downspouts				\$ -		
		* Install new 48" tall white 3mm ACM fascia and supports				\$ -		
						\$ -		
1	Painting Option	Prep and Paint Remaining Canopy Decking			\$ 3,125.00	\$ 3,125.00		
						\$ -		
	Engineered Drawings	If required by Owner, add \$1,800 for engineer stamped drawings detailing canopy				\$ -		
		modifications.				\$ -		
SUB-TOTAL:		\$ -	SALES TAX:		\$ -	SHIPPING CHARGES	TOTAL:	CONTINUED
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QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	Post-Construction	Post-Construction Tank and Line Tightness Test, and GA EPD Stage 1 EVR Test:	\$ 1,750.00	\$ 1,750.00		
	Tank and Line Testing	* Vacuum Pressure Decay Test on (5) Tanks		\$ -		
		* Hydrostatic Pressure Decay Test on (5) Product Lines (with fuel in lines)		\$ -		
		* Stage 1 Enhanced Vapor Recovery Certification on (3) Unleaded Tanks		\$ -		
		* Overfill Prevention Inspection on (5) overfill valves		\$ -		
				\$ -		
1	Cathodic Protection	* Identify Characteristics and Appurtenances of Structures	\$ 5,050.00	\$ 5,050.00		
	System Design	* Determine Design Preferences		\$ -		
		* Determine CP Requirements and Specifications		\$ -		
		* Current Requirement Calculations		\$ -		
		* Basis of Design		\$ -		
		* CP Design Recommendations		\$ -		
		* Groundbeds, CP Test Stations Schedule		\$ -		
		* Equipment Location Schedules		\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
SUB-TOTAL:		\$ -	SALES TAX:	\$ -	SHIPPING CHARGES	
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QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	Cathodic Protection	Budgetary Materials (rectifier, anodes and cables) per Design	\$ 6,125.00	\$ 6,125.00		
	Materials			\$ -		
				\$ -		
1	Cathodic Protection	* Visual Assesment of CP Components	\$ 4,500.00	\$ 4,500.00		
	Startup and	* Measurement of Rectifier Output Parameters		\$ -		
	Commissioning	* Measurement of Pipe-to-Soil Potential Data		\$ -		
	Report	* Measurement of Anode Current Output		\$ -		
		* Description of Field-Testing Procedures		\$ -		
		* Tabulation and Analysis of Test Data		\$ -		
		* Conclusion Regarding the Operation Condition of the CP Systems		\$ -		
		* Maintenance Recommendations		\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
SUB-TOTAL:		\$ -	SALES TAX:	\$ -	SHIPPING CHARGES	
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QTY.	PRODUCT NUMBER	DESCRIPTION			UNIT PRICE	EXTENDED
1	Installation	* Perform public and private utility locate service			\$ 77,550.00	\$ 77,550.00
		* Perform pre-con testing				\$ -
		* Disconnect wiring at dispensers and STP's				\$ -
		* Remove and store Veeder-Root console, cathodic protection rectifier and pump communication equipment				\$ -
		* GC demo's building and canopy vendor demo's canopy				\$ -
		* Remove and Replace (1) MPD Including Replacing (3) Shear Valve Tops				\$ -
		* Saw Cut, Break and Haul Off Approx 2'x40' in Front of Inside Pump Island to Edge of Canopy, Approx 3'x100' from Edge of Canopy to Tank Pad and Across Center of Tank Pad				\$ -
		* Remove and Dispose of (5) STP Manholes, (1) Vapor Spill Bucket and (2) Vapor Manholes				\$ -
		* Trench and Install New Conduits to (5) STPs, (5) Probes, (2) MDPs, (1) Auto Diesel, (1) Canopy E-Stop, (16) Canopy Lights on Photo Cell and (2) FMUs				\$ -
		* Tie Onto Existing Conduits (at front of building) Feeding (1) Truck Diesel, (2) MDPs, (1) Auto Diesel				\$ -
		* Set Pull Box and Tie Onto Existing K-I Conduit at Edge of Building				\$ -
		* Core Drill (15) 6" Dia Holes Around Tank Pit (for anodes)				\$ -
SUB-TOTAL:		\$ -	SALES TAX:		\$ -	
			SHIPPING CHARGES			
			TOTAL:			CONTINUED

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QTY.	PRODUCT NUMBER	DESCRIPTION			UNIT PRICE	EXTENDED
1	Install (cont'd)	* Bore Approx 8' Deep in (15) Holes for CP Anodes (installed by others)				\$ -
		* Saw Cut and Install Direct Bury CP Cables from Anodes to Conduit Trench, Continue in Open Trench to Building				\$ -
		* Install Backer Rod and Caulk all Direct Bury Saw Cuts				\$ -
		* Install (5) Drop Tubes with New Caps and Adapters				\$ -
		* Remove Ball Floats				\$ -
		* Set (5) STP Manholes, (2) Vapor Manholes and Install (1) New Vapor Spill Bucket				\$ -
		* Backfill and Pour Approx 700 sf 6" 4,000 PSI Concrete with #4 Rebar 18" OC				\$ -
		* Haul Off Debris, Sweep Work Area Clean				\$ -
		* GC Builds New Power Building, Sets All Panels, Troughs and Runs Conduit from Building to Edge of Canopy				\$ -
		* GC Trenches to Building Corner to Tie Onto K-I Conduit				\$ -
		* Tie Conduits Together at Corner of Canopy and at K-I Junction				\$ -
		* Pull New Wire to Equipment				\$ -
		* Set D-Box, (2) FMU Interface Box, (5) STP Control Boxes, CP Rectifier				\$ -
		* Set (2) FMUs				\$ -
		* Run Conduit up Canopy Column, Across Canopy and Down Outside Column for Second FMU				\$ -
SUB-TOTAL:		\$ -	SALES TAX:		\$ -	SHIPPING CHARGES
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Fleet Fueling Station
445 West Pike St
Lawrenceville, GA 30045

DATE	ACCT. NO.	REP #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
4/1/2020	NEW	445	TBD	See Exhibit C	040120-01	Enter Salesperson Name
ACCEPTANCE OF QUOTATION: The			Buyer's Authorized Signature		Date	P.O.#
prices, specifications and terms and conditions are hereby accepted.						UNITED PUMP AND CONTROLS, INC.
						Manager
QTY.	PRODUCT NUMBER	DESCRIPTION			UNIT PRICE	EXTENDED
1	Install (Cont'd)	* Set (2) E-Stop Switches				\$ -
		* Set ATG				\$ -
		* Assist with Start Up, Purge Lines and Perform (5) Precision Line Tank and Line Test				\$ -
		* Perform EVR Certification				\$ -
		* Hydrostatic Test (1) Vapor Spill Bucket				\$ -
		* Paint Pump Island, Canopy Columns, Bollards				\$ -
						\$ -
1	Notes/Exclusions	* Damage to any unmarked/unidentified utilities will be repaired at owner's expense.				\$ -
		* If rock, water, excessive cave in, or any other obstructions are encountered during excavation, additional charges will apply for removal, stabilization, and additional materials as required.				\$ -
		* No permits or plans included, GC to obtain all permits as required.				\$ -
		* Based on our interpretations of your needs, no plans or specs included				\$ -
		* Temporary facilities, restroom, dumpster, power, water, etc. by Owner or GC.				\$ -
		* Not responsible for damage to lot by heavy equipment.				\$ -
		* All underground conduits (to canopy corner and to probe/K-I/CP junction), panel, trough, breakers, shunt trip fule panel for e-stop, network drop by GC.				\$ -
		* No surge supression or lightening protection included.				\$ -
SUB-TOTAL:		\$ -	SALES TAX:		\$ -	
			SHIPPING CHARGES			
			TOTAL:			CONTINUED

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE. SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.

United

Pump and Controls, Inc.

305 Shawnee North Dr. #300
Suwanee, GA 30024-2299

HEREIN 'SELLER'

Quotation and Contract

Equipment, Tanks, Parts and
Supplies for the Transport, Storage,
Measurement and Dispensing
of Petroleum Products.

2.

SELLER QUOTES TO SUPPLY THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE FRONT HEREOF AND ATTACHED: " EXHIBIT A", TERMS AND CONDITIONS OF SALE AND/OR SERVICE.

B
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City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30046

J
O
B

Fleet Fueling Station
445 West Pike St
Lawrenceville, GA 30045

DATE	ACCT. NO.	REP #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
4/1/2020	NEW	445	TBD	See Exhibit C	040120-01	Enter Salesperson Name
ACCEPTANCE OF QUOTATION: The			Buyer's Authorized Signature		Date	P.O.#
prices, specifications and terms and conditions are hereby accepted.						UNITED PUMP AND CONTROLS, INC.
						Manager
QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	Notes/Exclusions	* Based on using existing conduits (where applicable) with reasonable effort.		\$ -		
	(Cont'd)	* All UG conduit will be PVC with RGS stubbed up on end.		\$ -		
		* No camera or fiber work included.		\$ -		
		* No soil testinb, concrete testing, erosion control or fencing included.		\$ -		
		* Canopy column cladding and dispenser cladding removed by others.		\$ -		
		* No hauling/disposal of contaminated soils included.		\$ -		
		* No repairs to STPs, tanks or dispensers included.		\$ -		
		* Does not include any repairs or retesting if any remaining components of the fuel		\$ -		
		system fail the tank/line/EVR test.		\$ -		
		* CP equipment and cables furnished by others.		\$ -		
		* Includes coring and boring (15) holes for CP Installation.		\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
SUB-TOTAL:		\$ 133,044.00	SALES TAX:	\$ -	SHIPPING CHARGES	\$ 500.00
					TOTAL:	\$ 133,544.00

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE. SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.

TERMS AND CONDITIONS OF SALE AND/OR SERVICE BY UNITED PUMP AND CONTROLS, INC.

Exhibit A

2.

1. SELLER'S TERMS AND CONDITIONS. The terms and conditions herein shall supersede the terms and conditions in Buyer's purchase order, or elsewhere, in the event of contradiction or inconsistency herewith. Acceptance of services rendered or delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.
2. WARRANTY. NO WARRANTY, EXPRESS OR IMPLIED, AND NO REPRESENTATIONS, PROMISES, OR STATEMENTS, HAVE BEEN MADE BY SELLER UNLESS ENDORSED HEREON IN WRITING, EXCEPT THAT IF THE EQUIPMENT IS NEW EQUIPMENT, SELLER ADOPTS THE WARRANTY AGAINST DEFECTIVE MATERIALS OR WORKMANSHIP AS SET FORTH IN THE MANUFACTURER'S CURRENT WARRANTY APPLYING TO SUCH NEW EQUIPMENT. SELLER WARRANTS THAT SERVICE WORK RENDERED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER, WITH SUCH SERVICE WARRANTY EXTENDING FOR A PERIOD OF 30 DAYS FROM THE DATE SHOWN ON THE REVERSE SIDE AS SHIPPING DATE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR THE EQUIPMENT AND/OR SERVICE WORK.
3. EXCLUSIVE REMEDY. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF SUCH OF THE EQUIPMENT AS IS DEFECTIVE IN WORKMANSHIP OR MATERIALS AND/OR THE CORRECTION OF ANY SERVICE WORK NOT DONE IN A WORKMANLIKE MANNER. IN THE EVENT SELLER'S REPAIR OR REPLACEMENT OF THE EQUIPMENT OR CORRECTION OF THE SERVICE WORK FAILS OF ITS ESSENTIAL PURPOSE AS A REMEDY, BUYER SHALL BE REIMBURSED THE PURCHASE PRICE OF THE EQUIPMENT OR THE SERVICE WORK RENDERED. EXCEPT AS STATED ABOVE, BUYER ASSUMES ALL RISKS INCIDENT TO DEFECTIVE EQUIPMENT AND SERVICE WORK WITHOUT LIMITING THE FOREGOING. SELLER SHALL IN NO EVENT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ON THEORIES OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY. REGARDLESS OF WHETHER THE LOSS RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH SELLER KNEW ABOUT OR HAD REASON TO KNOW ABOUT AT THE TIME OF THE SALE OF SUCH EQUIPMENT OR THE PERFORMANCE OF SUCH SERVICE WORK. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PRICE OF THE EQUIPMENT AND/OR SERVICE WORK IS A CONSIDERATION FOR ALL PROVISIONS OF THIS PARAGRAPH 3.
4. PRICES. All prices stated herein are subject to change in the event of any alterations in specifications. Prices do not include installation and erection charges, freight, transportation, insurance, shipping, storage, handling, demurrage, or similar charges unless specified otherwise herein. Prices also do not include Federal, State or other governmental taxes or license fees, or import licenses, permits, import duties or customs fees, all of which shall be the sole responsibility of Buyer.
5. PAYMENT TERMS. Terms of payments for the equipment and/or services shall be cash at the time of sale unless otherwise agreed between the parties. If more than one delivery is made, each may be separately invoiced. Buyer shall pay to Seller the amount of all Federal, State, and other governmental sales or use taxes or license fees applicable to the sale covered hereby which Seller is liable for or is required by law to collect. If Buyer is given written notice that equipment ordered herein is completed and ready for shipment and shipment is delayed at the request of Buyer, then from and after the original shipment date specified herein, Seller may invoice such equipment and Buyer shall make payments due upon shipment as provided on the face hereof or as may be amended by any rider attached hereto.
6. CREDIT SALES. Seller may, in its sole discretion, sell the equipment and/or services to Buyer on credit. Credit sales shall be subject to the following terms, unless otherwise specified (a) Net 30 days from date of invoice, (b) All credit sales shall be subject to a finance charge of one and one-half percent (1-1/2 %) per month, or the highest amount allowed by applicable law, whichever is less, on past due amounts, (c) Seller retains a purchase money security interest in all equipment and/or fixtures sold under this agreement until such equipment and/or fixtures have been fully paid for.
7. SHIPMENT AND PERFORMANCE. Seller will exert reasonable efforts to adhere to the approximate shipment dates specified in this agreement or in any amendment thereto; but Seller shall not be responsible for any delay or variation in performance caused, or contributed to, by current or future events beyond its reasonable control and, without limiting the generality of the foregoing, shall not be responsible for any delay or variation in performance caused, or contributed to, by completion of contracts accepted prior to the acceptance of this contract, delay in or absence of receipt of necessary instructions from Buyer, accepted changes in specifications, accidents, strikes, fires, floods, embargoes, civil commotions, epidemics, conditions arising from war (declared or undeclared), governmental acts or regulations, or shortage of any of the following or inability to secure any of the following from its normal sources and in its normal manner: Labor, materials, fuel, power, transportation facilities. Seller will exert reasonable efforts to make shipments after causes for delay have been removed. Buyer agrees to accept such delayed shipments. After delivery to carrier the goods shall be in all respects at the risk of Buyer and any claim for damage or shortage shall be made by Buyer against carrier. Without limiting the generality of the preceding, performance tendered or rendered by Seller under this contract shall be deemed full and timely performance of its obligations though delayed or in any degree varied in compliance with any present or future law or in compliance with any present or future rule, regulation, order, requirement or official request, and it reserves the right to make partial deliveries under, or to cancel, without liability in either case, any portion of this contract performance of which is or would be required or permitted only at reduced prices or delayed or rendered more costly or onerous to it by any such compliance.
8. TRANSPORTATION AND ROUTING. Unless otherwise specified herein, Seller may determine the transportation facilities and the routing of shipments.
9. EXCAVATION. Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, Seller shall not be held responsible in any manner. Additional costs resulting from the foregoing shall be borne solely by Buyer but in no event shall they exceed the existing rate scales for labor and materials had the quotation originally been based on time and materials. Finished grades are to be established and verified by the Buyer.
10. FLOATING OF TANKS. Buyer will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of the product used for ballast. In the event any tanks should float, Seller shall be held blameless and all expense for equipment, labor and materials to reinstall tanks shall be borne by Buyer.
11. RELATED WORK. Labor, materials and outside services for electrical, concrete, blacktop or sewer work, surveys, soil testing and other similar services are not included in the contract unless specified.
12. LIEN RIGHTS. To protect the rights of Seller, notice of Seller's mechanic's lien rights or other similar filings may be filed if payment is not received according to the terms herein. Buyer agrees to pay all costs, filing fees, and reasonable attorneys' fees incurred by Seller in connection with any such filings.
13. CANCELLATION. After acceptance by Seller, this contract may not be cancelled in whole or in part by Buyer without the consent in writing of Seller. In case of default by Buyer in the performance of any obligation contained in this contract on its part to be performed, or in case of receivership or bankruptcy by Buyer, or in case Buyer shall make an assignment for the benefit of creditors, or shall go out of business, Seller, at its election, may forthwith cancel this contract or any part thereof, without prejudice to or waiver of any other rights or course of action open to Seller. It is understood that on cancellation of this contract, or any part thereof, for any reason, Seller, at its election, may retain the down payment, or any balance thereof on hand at the time of such cancellation, as liquidated damages.
14. CLAIMS. Claims for shortages of or damage to equipment should be made to the transportation company making delivery. Should any piece of equipment prove defective, it will be repaired or replaced under the applicable manufacturer's warranty, if any, as provided therein. Under no circumstance shall any item be returned to Seller or the manufacturer from which Seller procured the item without first obtaining shipping instructions. Seller and its associated manufacturers shall not be responsible for the cost of repairs made in the field unless such repairs are made pursuant to the written agreement of or written instructions from Seller or the affected manufacturer. Claims in connections with service work rendered hereunder must be made directly to Seller within the 30 day period set forth in Paragraph 2 herein.
15. LOSS DUE TO THEFT, VANDALISM. Seller accepts no risk or liability for the loss of materials or equipment that have been delivered to Buyer's warehouse, jobsite or other locations whether such locations are stipulated at the request of Buyer or at the convenience of Seller. Buyer assumes all such risk and shall make available suitable secure storage or other means of preventing such loss solely at its expense. Seller shall exercise its best judgment as to the scheduling of the shipment and delivery of materials and equipment to the Buyer's location(s) but makes no guarantees as to the timing of such deliveries and/or the receipt of proper and timely notice from carriers that materials or equipment will be or have been delivered.
16. RESPONSIBILITY. Except as set forth in Paragraph 3, Buyer assumes all risk and responsibility for its use of any equipment or service hereunder, irrespective of the fact such use is in accordance with any description, advice or suggestion of Seller.
17. PATENTS. Seller warrants that at the time of sale it has no knowledge that any equipment sold infringes any patent. Seller does not warrant that the use by Buyer of any equipment sold, alone or in combination with other equipment, will not infringe any patent.
18. INDEMNIFICATION. Buyer agrees to defend, indemnify and hold harmless Seller from any and all claims of whatsoever nature, including, but not limited to, injuries to employees of Buyer or Seller or to third parties (including death) or for damages to the property of Seller or Buyer or third parties arising or occurring directly or indirectly from Buyer's use of any equipment hereunder. This indemnification does not apply to or otherwise affect in any manner Seller's warranty of the equipment under Paragraph 2 herein.
19. ATTORNEYS' FEES. Buyer agrees to pay Seller on demand all expenses, including reasonable attorneys' fees, incurred by Seller in protecting or enforcing any of its rights hereunder, and in collecting any amounts owed by Buyer to Seller hereunder.
20. GENERAL PROVISIONS. (a) This contract is binding on the heirs, executors or administrators, and successors and assigns of the parties; (b) Waiver of any default shall not be deemed a waiver of any other default; (c) Timing is of the essence in the payment obligations of Buyer to Seller hereunder; (d) Buyer may not assign this contract without the prior written consent of Seller. Seller may assign this contract without Buyer's consent; (e) If the sale is made out of Seller's Chattanooga office, the laws of the State of Tennessee shall govern this contract and Buyer consents to the venue and in personam jurisdiction of any state or federal court of competent subject matter jurisdiction in Hamilton County, Tennessee for the adjudication of any claim or controversy relating to this contract. If the sale is made out of Seller's Suwanee office, the laws of the State of Georgia shall govern this contract and Buyer consents to the venue and in personam jurisdiction of any state or federal court of competent subject matter jurisdiction in Gwinnett County, Georgia for the adjudication of any claim or controversy relating to this contract; (f) If any provision hereof or any remedy hereunder is invalid or unenforceable under any applicable law, such provision shall be inapplicable and deemed omitted to the extent of such invalidity and/or unenforceability, but the remaining portion of such provision, if any, and the other provision hereof shall continue to be valid and fully enforceable.
21. BUYER'S ACCEPTANCE OF ABOVE TERMS AND CONDITIONS. This document contains the entire agreement between the parties and there are no oral or written understandings, terms, or conditions and Buyer has not relied upon any conditions or representations not contained herein. No waiver, alteration or modification of the terms and conditions on this and the other pages hereof shall be binding unless in writing and signed by an executive officer or by a duly authorized representative of Seller.



LAWRENCEVILLE

GEORGIA

3.

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	GGC Corridor-Phase II Project Change Order 1
Department:	Administration
Date of Meeting:	Wednesday, April 15, 2020
Fiscal Impact:	\$136,829.00
Presented By:	Chuck Warbington
Action Requested:	Approval of GGC Corridor-Phase II Project Change Order 1 to E.R. Snell Contractor, Inc. in the amount of \$136,829.00. Authorization for Mayor to execute change order 1.

Summary: During construction, the Contractor discovered 642' of 8" clay sanitary sewer that had been designated to be left in place was broken in several places and needed to be replaced. This was discussed with Gwinnett Division of Water Resources [DWR]. After review, DWR recommended that the 642' section should be replaced with 12" pipe. The increased pipe size is driven by the anticipated future development in the area. Although DWR is committing to reimburse the City about \$85,000.00 for this work, the total construction cost will increase by \$106,634.68. DWR is revising the current IGA with the City to show the reimbursement. The revised IGA will be brought to Council as soon as it is submitted. The City's actual cost for this work will be about \$21,634.00.

The Corridor Plans called for extending new 8" S/S an additional 733' toward Hurricane Shoals Road in order to serve future development in that area. DWR required that section of sewer to be increased to 12" pipe as well. After adjusting for the cost of the original 8" pipe, the contract total additional cost for this upgrade is \$30,194.32.

Background: This project consists 0.908 miles of clearing & grubbing, grading, roadway construction, asphalt paving, curb & gutter, sidewalk, construction of two (2) roundabouts, striping, lighting, traffic signals, ITS and landscaping.

Fiscal Impact: Amount not to exceed \$136,829.00. This project is funded by the Series 2015 Bonds.
Project T-10.

3.

Attachments/Exhibits:

Change Order 1



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

Department: Engineering Change Order #: 1Project/PO: GGC Corridor Ph 2 Construction [PO #210294] Change Order Date: 04/07/2020Contractor/Vendor: E. R. Snell Contractor, Inc.Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	From MH-EX15 to MH-SS7 Increase S/S Pipe from 8" to 12" PVC - 733' at net increase \$37.54/ft	\$27,516.82
2	D	Add 90' of 24" diameter Steel Casing and delete 90' of 12" Casing at net increase \$29.75/ft	\$2,677.50
3	D	Between Existing MHs EX12 & EX15 replace 642' of existing 8" VCP with 12" PVC at \$154.54/ft	\$99,214.68
4	D	Between Existing MHs EX12 & EX15 install two new Man Holes at \$3,710 each	\$7,420.00
		Net Amount	\$136,829.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$9,988,399.16

Previous Change Order Amount: \$ -0-

Amount of Change Order Requested (Increase/Decrease) \$136,829.00

New Contract/PO Amount (Including this Change Order) \$10,125,228.16

This contract period provided for completion will be increased/decreased by No Change calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Billew
RequestorDennis Billew
Department Director
Authorized Approval



LAWRENCEVILLE

GEORGIA

4.

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Purchase of Parcel R5146A046 known as 131 Atha Street
Department:	City Manager
Date of Meeting:	Wednesday, April 15, 2020
Fiscal Impact:	\$90,000.00 – Funding comes from Contingency Funds
Presented By:	Chuck Warbington
Action Requested:	Approve the purchase of parcel R5146046 known as 131 Atha Street for \$90,000.00

Summary: Over the last several years, the City has acquired and assembled numerous properties along Atha Street for redevelopment purposes.

Background: This acquisition finalizes residential acquisition in this block along Atha Street.

Fiscal Impact: \$90,000.00 - Contingency

Attachments/Exhibits:

Contract for Sale

Survey

CONTRACT FOR PURCHASE AND SALE

GEORGIA, GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **GLEND A C ATHA** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer").

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy the property in the City of Lawrenceville, Gwinnett County, Georgia, known as 131 Atha Street Lawrenceville, Georgia, also known as Tax Parcel 5146A034.

2. Purchase Price.

(a) The purchase price for the said property shall be Ninety Thousand Dollars (\$90,000.00).

(b) The purchase price shall be paid in all cash at closing.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants, represents and covenants (which warranties, representations and covenants shall be effective as of the date of Closing and shall survive the Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property, and any other easements in existence at the time seller purchased the property, and liens that will be satisfied at closing.
- ii) to the best of seller's knowledge, there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.

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

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser.
- vi) there are no encroachments upon the Property, other than such encroachments, if any, already of record.
- vii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- viii) there is access for ingress and egress to and from the Property to the public roads, street, highway and avenues, in front of or adjoining all or part of the Property.
- ix) there is no pending claim, law suit, agency proceeding, or other legal, quasi-legal or administrative challenge concerning the Property, the operation of the Property or any condition existing thereon, and no claim, litigation, proceeding or challenge has been or is proposed or threatened by any person or entity, or otherwise anticipated by Seller.
- x) to the best of Seller's knowledge the Property has never been used for any industrial or commercial operation involving any hazardous substance, including but not limited to any sort of manufacturing; processing or refining; equipment, machinery, part or component; the sale, storage or transport of hazardous substances; drilling, mining, or production of oil, gas, minerals or other naturally occurring products; or any agricultural activities involving the use and storage of fertilizers or pesticides or if such property has been used in this manner, that it has not resulted in any contamination of the soil or any condition requiring corrective action.

- xi) no asbestos-containing materials have been installed in or affixed to the structures on the Property at any time during Seller's ownership thereof. No such materials have been stored or disposed of anywhere on the Property during Seller's ownership thereof.
- xii) the Property and all operations on the Property are not in violation of applicable law, and no governmental entity has served upon Seller any notice claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Property, other than such notices Buyer may have given seller.
- xiii) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the property for the purposes intended by Buyer. Except as disclosed in writing by Seller to Buyer, no condition or fact exists contrary to any warranty or representation set forth in this Contract.
- xiv) to the best of Seller's knowledge, no investigation administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated or in existence with respect to the Property and the Seller has not received any notice of violation of any laws, rules or regulations regulating hazardous materials or any request for information from any federal or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. To the best of Seller's knowledge, the Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xv) this Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

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

- (b) Hold Harmless. Seller, by accepting this offer, agrees to indemnify, defend

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and hold the Buyer harmless of and from any and all liabilities, claims, causes of action, suits or other matters that may arise by reason of a breach of any of the above representations excluding breaches discovered after Closing. Such indemnification includes, but is not limited to, costs and attorneys' fees (including attorneys' fees and costs on appeal) reasonably incurred in connection with a breach of any of the above warranties. In the event of a breach of any warranty and representation, Buyer shall also have the right to terminate this Contract and be repaid the Earnest Money. Notwithstanding any language to the contrary contained in this paragraph, the Seller shall not be responsible for correction of any conditions disclosed by any environmental inspections performed by the Buyer and if Buyer agrees to purchase the subject property, the Buyer takes the property "as is" with any environmental conditions that may exist.

4. Inspection.

At all reasonable times prior to the closing hereunder Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. Buyer shall complete all such inspections, examinations and surveys within twenty five (25) days of the Effective Date of the Agreement (Inspection Period). To the extent allowed by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph.

5. Objections to Title.

Within a reasonable time after the date hereof (not later than the end of the Inspection Period) Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable time thereafter (not to exceed ten days) within which to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Contract and recover the earnest money. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before April 30, 2020, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Thompson, Sweeny, Kinsinger, & Pereira, PC in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

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

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- i) A good and marketable limited warranty deed.
 - ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
 - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which has not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) there are no parties in possession of the Property being conveyed other than Seller.
 - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
 - iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
 - iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.
- (c) Ad valorem taxes shall be prorated as of the date of closing.
- (d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Contract to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Contract and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the Buyer in its sole discretion, determines that the Property is not suitable for its intended purpose, then Buyer shall notify Seller in writing, and this Contract shall be null and void and all earnest money shall be refunded to Buyer. Buyer shall furnish Seller written notice of cancellation on or before the end of the twenty five (25) day Inspection Period.

8. Earnest Money.

N/A

9. No Broker.

Seller and Buyer hereby warrant and covenant that no real estate brokers or agents are involved in this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

7

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

BUYER: City of Lawrenceville
70 South Clayton Street
P.O. Box 2200
Lawrenceville, GA 30046
Attention: Chuck Warbington, City Manager
Fax No: 678-407-6577

WITH A COPY TO:

Thompson, Sweeny, Kinsinger, & Pereira PC
690 Longleaf Drive
Lawrenceville, Georgia 30046
Attention: Lee Thompson

SELLER: Glenda Atha

1325 Mercury Dr
Lawrenceville, GA 30045
Tel. No: 404-200-3516

WITH A COPY TO:

12. Miscellaneous.

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

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

sought by the plaintiff.

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

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

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

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

13. Modification of Contract.

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

14. Entire Contract.

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

15. Mutual Drafting.

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

16. Survival of Contract.

This Contract shall not be merged into the documents executed at the closing, but shall survive the closing, and the provisions hereof, except those provisions which are specifically identified as not surviving closing, shall remain in full force and effect.

9

This Contract is agreed to this

1st day of April, 2020

GLENDA C ATHA

By: 

Title: _____

SELLER

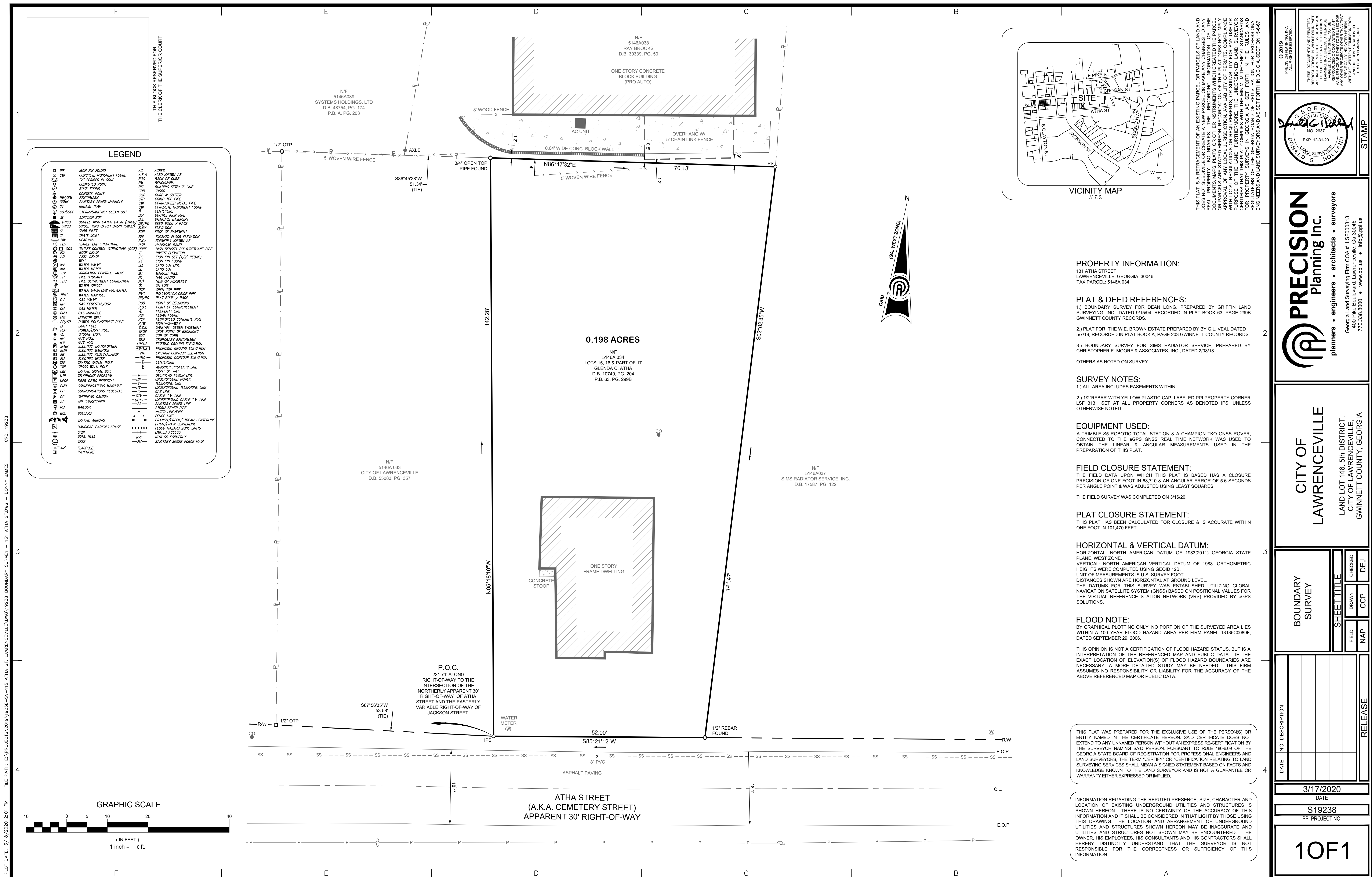
This Contract is agreed to this

1st day of April, 2020

CITY OF LAWRENCEVILLE

By: Title: CITY MANAGER

BUYER





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Ordinance to Amend Article XVIII of the Development Regulations of the City of Lawrenceville, Georgia and the City of Lawrenceville, Georgia Floodplain Management and Flood Damage Prevention Ordinance
Department:	Engineering
Date of Meeting:	Wednesday, April 15, 2020
Fiscal Impact:	None
Presented By:	Frank Hartley
Action Requested:	Adopt the amendment to Article XVIII of the Development Regulations of the City of Lawrenceville, Georgia and the City of Lawrenceville, Georgia Floodplain Management and Flood Damage Prevention Ordinance

Summary: The Metro North Georgia Water Planning District adopted a new Floodplain Management Ordinance. Each local government within the District is required to amend its Regulations to include the new Ordinance.

Background: The City has been enforcing the original Floodplain Management Ordinance for a number of years. Implementation and enforcement of the revised Ordinance is not expected to require additional staff hours.

Attachments/Exhibits:
Floodplain Management Ordinance

ORDINANCE _____

ORDINANCE TO AMEND THE DEVELOPMENT REGULATIONS OF THE CITY OF LAWRENCEVILLE, GEORGIA AND THE CITY OF LAWRENCEVILLE, GEORGIA FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION ORDINANCE

The City Council of the City of Lawrenceville, Georgia ordains that Article XVIII of the Development Regulations of the City of Lawrenceville, Georgia (known as the "City of Lawrenceville, Georgia Floodplain Management and Flood Damage Prevention Ordinance") shall be amended as follows:

DELETE ARTICLE XVIII of The Development Regulations (Floodplain Management and Flood Damage Prevention Ordinance) in its entirety and replace it with the following:

ARTICLE XVIII FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION ORDINANCE

Introduction

It is hereby determined that:

The flood hazard areas of the City of Lawrenceville, Georgia are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

Flood hazard areas can serve important stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological purposes when permanently protected as undisturbed or minimally disturbed areas.

Effective floodplain management and flood hazard protection activities can: (1) Protect human life and health; (2) Minimize damage to private property; (3) Minimize damage to public facilities and infrastructure such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains; and (4) Minimize expenditure of public money for costly flood control projects associated with flooding and generally undertaken at the expense of the general public.

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety,

and general welfare of its citizenry. Therefore, the City of Lawrenceville, Georgia, does ordain this ordinance and establishes this set of floodplain management and flood hazard reduction provisions for the purpose of regulating the use of flood hazard areas. It is determined that the regulation of flood hazard areas and the prevention of flood damage are in the public interest and will minimize threats to public health and safety, as well as to private and public property.

Section 18.1. General Provisions

18.1.1. Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, streambank and stream corridor protection, wetlands preservation, and ecological and environmental protection by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) Limit the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; and
- (6) Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation, and ecological functions of natural floodplain areas.

18.1.2. Applicability

This ordinance shall be applicable to all Areas of Special Flood Hazard within the jurisdiction of the City of Lawrenceville.

18.1.3. Designation of Ordinance Administrator

The Director of the City of Lawrenceville Planning and Development Department or his/her designee is hereby appointed to administer and implement the provisions of this ordinance.

18.1.4. Basis for Establishing Areas of Special Flood Hazard, Areas of Future-Conditions Flood Hazard and Associated Floodplain Characteristics – Flood Area Maps and Studies

For the purposes of defining and determining “Areas of Special Flood Hazard,” “Areas of Future-conditions Flood Hazard,” “Areas of Shallow Flooding,” “Base Flood Elevations,” “Floodplains,” “Floodways,” “Future-conditions Flood Elevations,” “Future-conditions Floodplains,” potential flood hazard or risk categories as shown on FIRM maps, and other terms used in this ordinance, the following documents and sources may be used for such purposes and are adopted by reference thereto:

- (1) The Flood Insurance Study (FIS), dated September 29, 2006, with accompanying maps and other supporting data and any revision thereto. For those land areas acquired by a municipality through annexation, the current effective FIS and data for unincorporated Gwinnett County, dated September 29, 2006, with accompanying maps and other supporting data and any revision thereto.
- (2) Other studies, which may be relied upon for the establishment of the base flood elevation or delineation of the base or one-percent (100-year) floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to the City of Lawrenceville; and
 - (b) Any base flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology and approved by the City of Lawrenceville.
- (3) Other studies, which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey, or any other local, State or Federal agency applicable to the City of Lawrenceville; and
 - (b) Any future-conditions flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology approved by the City of Lawrenceville.

- (4) The repository for public inspection of the FIS, accompanying maps and other supporting data is located at the City of Lawrenceville Planning and Development Department.

18.1.5. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

18.1.6. Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

18.1.7. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Lawrenceville or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 18.2. Definitions

"Accessory Structure or Facility" means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the primary structure.

"Addition" means any walled and roofed expansion to the perimeter or height of a building.

"Adjacent Area" means those areas located within three hundred (300) feet from the future-conditions floodplain boundary that are at or lower in elevation than either three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, unless the area is hydraulically independent.

"Appeal" means a request for a review of the Director's interpretation of any provision of this ordinance.

"Area of Future-conditions Flood Hazard" means the land area that would be inundated by the one-percent-annual-chance flood based on future-conditions hydrology (100-year future-conditions flood).

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" means the land area subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation designated as Zones A, A1-30, A-99, AE, AO, AH, and AR on a community's Flood Insurance Rate Map (FIRM).

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

"Base Flood Elevation" means the highest water surface elevation anticipated at any given location during the base flood.

"Basement" means any area of a building having its floor subgrade below ground level on all sides.

"Building" has the same meaning as **"Structure"**.

"City" means the City of Lawrenceville, Georgia.

"Development" means any man-made change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

"Director" means the Director of the City of Lawrenceville Planning and Development Department or his/her designee.

"Elevated Building" means a non-basement building which has its lowest elevated floor raised above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Existing Construction" Any structure for which the "start of construction" commenced before August 28, 1974.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 28, 1974.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"FEMA" means the Federal Emergency Management Agency.

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) the overflow of inland or tidal waters; or
- (b) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Insurance Rate Map" or "FIRM" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" or "FIS" means the official report by FEMA providing an examination, evaluation and determination of flood hazards and corresponding flood profiles and water surface elevations of the base flood.

"Floodplain" or "Flood-prone Area" means any land area susceptible to flooding.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a stream, river, or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only

docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Future-conditions Flood" means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also known as the 100-year future-conditions flood.

"Future-conditions Flood Elevation" means the highest water surface elevation anticipated at any given location during the future-conditions flood.

"Future-conditions Floodplain" means any land area susceptible to flooding by the future-conditions flood.

"Future-conditions Hydrology" means the flood discharges associated with projected land-use conditions based on a community's zoning maps, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of stormwater management (flood detention) structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places by states with historic preservation programs which have been approved by the Secretary of the Interior;
- or
- (d) Individually listed on a local inventory of historic places by communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior, or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when attached to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. The term does not include a "recreational vehicle."

"Mean Sea Level" means the datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988.

"New Construction" means any structure (see definition) for which the "start of construction" commenced on or after August 28, 1974 and includes any subsequent improvements to the structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 28, 1974.

"Owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"Permit" means the permit issued by the City of Lawrenceville or any of its departments to the applicant which is required prior to undertaking any development activity.

"Recreational Vehicle" means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Site" means the parcel of land being developed, or the portion thereof on which the development project is located.

"Start of Construction" includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of the structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building (including a gas or liquid storage tank), that is principally above ground, or a manufactured home.

"Subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. This term also includes Repetitive Loss.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement to a structure, taking place during a 10-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include those improvements of a structure required to comply with existing state or local health, sanitary, or safety code specifications which are the minimum necessary to assure safe living conditions, which

have been identified by the Code Enforcement Official. The term does also not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

"Substantially Improved Existing Manufactured Home Park or Subdivision" means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" means a grant of relief from the requirements of this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Department" means the City of Lawrenceville Water Department.

"Zoning Board of Appeals" means the City of Lawrenceville Zoning Board of Appeals.

Section 18.3. Permit Procedures and Requirements

18.3.1. Permit Application Requirements

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard or Area of Future-conditions Flood Hazard is located without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically excluded by this ordinance, any landowner or developer desiring a permit for a development activity shall submit to the Director a permit application on a form provided by the Director for that purpose.

No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this ordinance.

18.3.2. Floodplain Management Plan Requirements

An application for a development project with any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard located on the site shall include a floodplain management / flood damage prevention plan. This plan shall include the following items:

- (1) Site plan drawn to scale, which includes but is not limited to:
 - (a) Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill

- placement, amount and location of excavation material, and storage of materials or equipment;
 - (b) For all proposed structures, spot ground elevations at building corners and 20-foot or smaller intervals along the foundation footprint, or one-foot contour elevations throughout the building site;
 - (c) Proposed locations of water supply, sanitary sewer, and utilities;
 - (d) Proposed locations of drainage and stormwater management facilities;
 - (e) Proposed grading plan;
 - (f) Base flood elevations and future-conditions flood elevations;
 - (g) Boundaries of the base flood floodplain and future-conditions floodplain;
 - (h) If applicable, the location of the floodway; and
 - (i) Certification of the above by a licensed professional engineer or surveyor.
- (2) Building and foundation design detail, including but not limited to:
 - (a) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
 - (b) Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
 - (c) Certification that any proposed non-residential floodproofed structure meets the criteria in Section 18.5.2(2);
 - (d) For enclosures below the base flood elevation, location and total net area of flood openings as required in Section 18.5.1(5); and
 - (e) Design plans certified by a licensed professional engineer or architect for all proposed structure(s).
 - (3) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
 - (4) Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre- and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, Special Flood Hazard Areas and regulatory floodways, flood profiles and all other computations and other information similar to that presented in the FIS;
 - (5) Copies of all applicable State and Federal permits necessary for proposed development, including but not limited to permits required by Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334; and
 - (6) All appropriate certifications required under this ordinance.

The approved floodplain management / flood damage prevention plan shall contain certification by the applicant that all development activities will be done according to the

plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

18.3.3. Construction Stage Submittal Requirements

For all new construction and substantial improvements on sites with a floodplain management / flood damage prevention plan, the permit holder shall provide to the Director a certified as-built Elevation Certificate or Floodproofing Certificate for non-residential construction including the lowest floor elevation or floodproofing level immediately after the lowest floor or floodproofing is completed. A final Elevation Certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. When floodproofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and certified by same using the FEMA Floodproofing Certificate. This certification shall also include the design and operation/maintenance plan to assure continued viability of the floodproofing measures.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Director shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project.

18.3.4. Duties and Responsibilities of the Administrator

Duties of the Director shall include, but shall not be limited to:

- (1) Review all development applications and permits to assure that the requirements of this ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but not limited to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334;
- (3) When Base Flood Elevation data or floodway data have not been provided, then the Director shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, state or other sources in order to meet the provisions of Sections 18.4 and 18.5;

- (4) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new and substantially improved structures;
- (5) Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been floodproofed;
- (6) When floodproofing is utilized for a non-residential structure, the Director shall review the design and operation/maintenance plan and obtain certification from a licensed professional engineer or architect;
- (7) Notify affected adjacent communities and the Georgia Department of Natural Resources (GA DNR) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
- (8) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions) the Director shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps;
- (9) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Director and shall be open for public inspection;
- (10) Coordinate all FIRM revisions with the GA DNR and FEMA; and
- (11) Review variance applications and make recommendations to the Zoning Board of Appeals.

Section 18.4. Standards for Development

18.4.1. Definition of Floodplain Boundaries

- (1) Studied "A" zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
- (2) For all streams with a drainage area of 100 acres or greater, the future-conditions flood elevations shall be provided by the City. If future-conditions elevation data

is not available from the City, then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City.

18.4.2. Definition of Floodway Boundaries

The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of 100 acres or greater, the regulatory floodway shall be provided by the City. If floodway data is not available from the City, it shall be determined by a licensed professional engineer using a method approved by FEMA and the City.

18.4.3. General Standards

- (1) No development shall be allowed within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard that could result in any of the following:
 - (a) Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
 - (b) Reducing the base flood or future-conditions flood storage capacity;
 - (c) Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or
 - (d) Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
- (2) Any development within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard allowed under Section 18.4.3(1) shall also meet the following conditions:
 - (a) Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain, or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;
 - (b) Cut areas shall be stabilized and graded to a slope of no less than 2.0 percent;
 - (c) Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;

(d) Verification of no-rise conditions (less than 0.01 foot), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Section 18.4.4;

(e) Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and

(f) Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the City using the FEMA Community Concurrence forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six months of the completion of development, the applicant shall submit as-built surveys and plans for a final Letter of Map Revision (LOMR).

18.4.4. Engineering Study Requirements for Floodplain Encroachments

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and floodways. This study shall be prepared by a licensed professional engineer and made a part of the application for a permit. This information shall be submitted to and approved by the City prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

- (1) Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
- (2) Step-backwater analysis, using a FEMA-approved methodology approved by the City. Cross-sections (which may be supplemented by the applicant) and flow information will be obtained whenever available. Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future-conditions flood profiles;
- (3) Floodplain storage calculations based on cross-sections (at least one every 100 feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development;
- (4) The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

18.4.5. Floodway Encroachments

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in (2) below.
- (2) Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment will not result in any increase to the pre-project base flood elevations, floodway elevations, or floodway widths during the base flood discharge. A licensed professional engineer must provide supporting technical data and certification thereof; and
- (3) If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the City of Lawrenceville Planning and Development Department until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA or a no-rise certification is approved by the City.

18.4.6. Maintenance Requirements

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on the property so that the flood-carrying or flood storage capacity is maintained. The City may direct the property owner (at no cost to the City) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the City.

Section 18.5. Provisions for Flood Damage Reduction

In all Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard the following provisions apply:

18.5.1. General Standards

- (1) New construction and substantial improvements of structures (residential or non-residential), including manufactured homes, shall not be allowed within the limits

of the future-conditions floodplain, unless all requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met;

- (2) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Elevated Buildings - All new construction and substantial improvements that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.

(a) Designs for complying with this requirement must either be certified by a licensed professional engineer or architect to meet or exceed the following minimum criteria:

- (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- (ii) The bottom of all openings shall be no higher than one-foot above grade; and
- (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.

(b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and

(c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

- (6) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;

- (7) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
- (8) All proposed development shall include adequate drainage and stormwater management facilities per the requirements of the City to reduce exposure to flood hazards;
- (9) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (10) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (11) On-site waste disposal systems shall be located and constructed to avoid impairment to, or contamination from, such systems during flooding;
- (12) Other public utilities such as gas and electric systems shall be located and constructed to avoid impairment to them, or public safety hazards from them, during flooding;
- (13) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced;
- (14) If the proposed development is located in multiple flood zones, or multiple base flood elevations cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence;
- (15) When only a portion of a proposed structure is located within a flood zone or the future conditions floodplain, the entire structure shall meet the requirements of this ordinance; and
- (16) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding:
 - (a) All such proposals shall be consistent with the need to minimize flood damage within the flood-prone area; (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or

eliminate flood damage; and (c) Adequate drainage shall be provided to reduce exposure to flood hazards.

18.5.2. Building Standards for Structures and Buildings Within the Future-Conditions Floodplain

(1) Residential Buildings

(a) New construction. New construction of principal residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met. If all of the requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a).

(b) Substantial Improvements. Substantial improvement of any principal residential structure shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a).

(2) Non-Residential Buildings

(a) New construction. New construction of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met. If all of the requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a). New construction that has met all of the requirements of Sections 18.4.3, 18.4.4 and 18.4.5 may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water

and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(b) Substantial Improvements. Substantial improvement of any principal non-residential structure located in A1- 30, AE, or AH zones, may be authorized by the Director to be elevated or floodproofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a). Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(3) Accessory Structures and Facilities

Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, recreational facilities and other similar non-habitable structures and facilities) which meet the requirements of Sections 18.4.3, 18.4.4 and 18.4.5 and are permitted to be located within the limits of the future-conditions floodplain shall be constructed of flood-resistant materials and designed to provide adequate flood openings in accordance with Section 18.5.1(5)(a) and be anchored to prevent flotation, collapse and lateral movement of the structure.

(4) Standards for Recreational Vehicles

All recreational vehicles placed on sites must either:

(a) Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or

(b) Meet all the requirements for Residential Buildings—Substantial Improvements (Section 18.5.2(1)), including the anchoring and elevation requirements.

(5) Standards for Manufactured Homes

(a) New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met. If all of the requirements of Sections 18.4.3, 18.4.4 and 18.4.5 have been met, all new construction and substantial improvement shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a).

(b) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:

- (i) The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
- (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

(c) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of Section 18.5.1(7).

18.5.3. Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain

- (1) Residential Buildings – For new construction and substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a).
- (2) Non-Residential Buildings – For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level

of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 18.5.1(5)(a). Non-residential buildings may be floodproofed in lieu of elevation.

18.5.4. Building Standards for Residential Single-Lot Developments on Streams Without Established Base Flood Elevations and Floodway (A-Zones)

For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the Director shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a Federal, State, local or other source, in order to administer the provisions and standards of this ordinance.

If data are not available from any of these sources, the following provisions shall apply:

- (1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater.
- (2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided for flood prone enclosures in accordance with Section 18.5.1(5)(a).

18.5.5. Building Standards for Areas of Shallow Flooding (AO-Zones)

Areas of Special Flood Hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground, with no clearly defined channel. In these areas the following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided in accordance with standards of Section 18.5.1(5)(a);

- (2) New construction and substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice, and shall provide such certification to the Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan; and
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

18.5.6. Standards for Subdivisions of Land

- (1) All subdivision proposals shall identify the Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard therein and provide base flood elevation data and future-conditions flood elevation data;
- (2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required; and
- (3) All subdivision plans will provide the elevations of proposed structures in accordance with Section 18.3.2(2).

Section 18.6. Variance Procedures

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity, or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this ordinance.

- (1) Requests for variances from the requirements of this ordinance shall be submitted to the City. All such requests shall be heard and decided in accordance with procedures to be published in writing by the City. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (2) Any person adversely affected by any decision of the City shall have the right to appeal such decision to the Zoning Board of Appeals in accordance with

procedures to be published in writing by the Zoning Board of Appeals. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.

- (3) Any person aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Superior Court of Gwinnett County, Georgia, as provided in Section 5-4-1 of the Official Code of Georgia Annotated (Writ of Certiorari).
- (4) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
- (5) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (6) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (7) In reviewing such requests, the City and Zoning Board of Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (8) Conditions for Variances:
 - (a) A variance shall be issued only when there is:
 - (i) a finding of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
 - (b) The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of

the proposed lowest floor and stating that the cost of flood insurance resulting from the lowest floor elevation being placed below the base flood elevation will be commensurate with the increased risk to life and property, and that such costs may be as high as \$25 for each \$100 of insurance coverage provided.

(d) The Director shall maintain the records of all variance actions, both granted and denied, and report them to the Georgia Department of Natural Resources and the Federal Emergency Management Agency upon request.

- (9) Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the City and Zoning Board of Appeals shall deem necessary for the consideration of the request.
- (10) Upon consideration of the factors listed above and the purposes of this ordinance, the City and Zoning Board Appeals may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.
- (11) Variances shall not be issued “after the fact.”

Section 18.7. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

18.7.1. Notice of Violation

If the City determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;

- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
- (5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (6) A statement that the determination of violation may be appealed by filing a written notice of appeal within thirty (30) days after the notice of violation.

18.7.2. Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours-notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City may take any one or more of the following actions or impose any one or more of the following penalties.

- (1) **Stop Work Order** -The City may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (2) **Withhold Certificate of Occupancy** - The City may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) **Suspension, Revocation or Modification of Permit** - The City may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked

or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

- (4) **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City has taken one or more of the actions described above, the City may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (5) **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City may issue a citation to the applicant or other responsible person, requiring such person to appear in the City of Lawrenceville Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 6 months or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

IT IS HEREBY ORDAINED that this ordinance shall become effective immediately upon its adoption.

IT IS SO ORDAINED this ____ day of _____, 2020.

Attest:

David R. Still
Mayor

Karen Pierce
City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item: State of Emergency Extension

Department: Mayor

Date of Meeting: Wednesday, April 15, 2020

Fiscal Impact:

Presented By: David Still

Action Requested:

Attachments:

Draft Resolution



LAWRENCEVILLE

GEORGIA

6.

RESOLUTION _____

RESOLUTION TO EXTEND DECLARATION OF A STATE OF EMERGENCY IN THE CITY OF LAWRENCEVILLE, GEORGIA DURING THE PUBLIC HEALTH EMERGENCY OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) GLOBAL PANDEMIC

WHEREAS, beginning in late 2019, the severe acute respiratory syndrome coronavirus 2, SARS-CoV-2, emerged causing a novel coronavirus disease, COVID-19, which has now become a global pandemic; and

WHEREAS, the World Health Organization has declared the novel coronavirus known as COVID-19 a world health emergency and a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Public Health Emergency; and

WHEREAS, on March 14, 2020, the Governor of the State of Georgia issued Executive Order No. 03.14.20.01 declaring a Public Health State of Emergency in Georgia and the Georgia General Assembly concurred with the Governor's declaration on March 16, 2020; and

WHEREAS, on March 16, 2020, the Chairman of the Gwinnett County Board of Commissioners declared a Local Emergency in Gwinnett County, pursuant to her authority under the Gwinnett County Emergency Management Ordinance, to allow the County to quickly and appropriately respond to the COVID-19 pandemic; and

WHEREAS, on March 18, 2020, the City Council of the City of Lawrenceville adopted Resolution No. RES-2020-8 declaring a Public Health State of Emergency in the City of Lawrenceville due to the rapid spread of COVID-19, pursuant to Section 1.03(c)(7) of the Charter of the City of Lawrenceville; and

WHEREAS, on March 23, 2020, the Governor issued Executive Order No. 03.23.20.01, which required the Department of Public Health to order that certain specific higher risk populations isolate, quarantine, or shelter in place; and

WHEREAS, Executive Order No. 03.23.20.01 further ordered that no business, establishment, corporation, non-profit corporation, or organization shall allow more than ten (10) persons to be

gathered at a single location if such gathering requires persons to stand or be seated within six (6) feet of any other person; and

WHEREAS, on April 2, 2020, the Governor issued Executive Order No. 04.02.20.01, which required Georgians to shelter-in-place in their residences except for certain specified exemptions; and

WHEREAS, on April 8, 2020, the Governor issued Executive Order No. 04.08.20.02, which extends the statewide Public Health State of Emergency declaration until 11:59 p.m. on May 13, 2020; and

WHEREAS, Executive Order No. 04.08.20.02 further extends the statewide shelter-in-place order until 11:59 p.m. on April 30, 2020; and

WHEREAS, the City Council has determined that Resolution No. RES-2020-8 adopted on March 18, 2020 does not in any way conflict, vary, or differ from Executive Order No. 04.02.20.01; and

WHEREAS, the City Council determines that the declaration and extension of a public health state of emergency within the City is necessary to enforce compliance with Executive Order No. 04.02.20.01 and as extended by Executive Order 04.08.20.02; and

WHEREAS, according to the Georgia Department of Public Health COVID-19 update at ____ on April ____, 2020, Georgia now has ____ (____) confirmed cases of COVID-19, including ____ (__) confirmed cases in Gwinnett County; and

WHEREAS, according to the Georgia Department of Public Health COVID-19 update, __ (__) individuals in Georgia have died and ____ (__) have been hospitalized after contracting COVID-19; and

WHEREAS, the CDC indicates that there is evidence of widespread community transmission in Georgia; and

WHEREAS, the CDC and public health officials expect that additional cases of COVID-19 will be identified in the coming days; and

WHEREAS, after consultation with local health care providers, the local public health department, and leaders of other municipalities in the County and leaders of Gwinnett County, the City Council has determined that it is necessary to extend the Public Health State of Emergency.

NOW THEREFORE, BE IT ORDERED AND DECREED, and it is hereby ordered and decreed as follows:

Section 1: The Public Health State of Emergency declared by the City Council, on March 18, 2020 in RES-2020-8, is hereby extended and shall continue to be in effect until 11:59 p.m. on May 13, 2020, or until it is extended, rescinded, superseded, or amended in writing by further action.

Section 2: Add subsection g. to Section 3 of RES-2020-8 adopted on March 18, 2020, which shall read as follows:

- g. Any matter requiring a public hearing before the City Council shall be and is hereby postponed during the effective dates of this Public Health State of Emergency unless this provision is rescinded or amended by the City Council.

Section 3: All provisions and Sections of RES-2020-8 adopted on March 18, 2020 shall continue in full force and effect.

SO ORDERED AND DECREED, this 15th day of April, 2020.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

[SEAL]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, APRIL 15, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Discussion related to COVID-19

Department: City Manager

Date of Meeting: Wednesday, April 15, 2020

Fiscal Impact:

Presented By: Chuck Warbington

Action Requested:
