



**City of Flowery Branch
City Council Meeting
Thursday, March 17, 2022, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION:

ADJOURNMENT EXECUTIVE SESSION:

PUBLIC HEARING:

- Public Hearing for the Rezoning application submitted by NNP-Looper Lake, LLC. to rezone tax parcel 15047 000885 from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions.

NEW BUSINESS -WORK SESSION:

- Consideration of Award of FY2022-FY2026 Audit Services Contract
- Consideration of Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract
- Consideration of First Reading of Ordinance 663: Amendment to the Alcoholic Beverage Ordinance to License and Regulate Microbreweries.

[Ordinance 663 - Microbrewery.pdf](#)

[Executive Summary Microbrewery.pdf](#)

[Microbrewery_State_License_Requirements.pdf](#)

- Consider Resolution 22-007 Wastewater Treatment Plant Interim Project - Contingency Funds
[WWTP Interim Project - Contingency Funds - Executive Summary.doc](#)
[Arther_Western_-_Form_of_Agreement.pdf](#)
[FB_WWTP_Interim_Improvements_-_Award_Recommendation.pdf](#)
[22-003_Award_of_Contract_to_Archer_Western.pdf](#)
[Resolution_22-003_Executive_Summary_-_WWTP_Interim_Project_Award.pdf](#)
- Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC
[Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report

- c. Finance Director Report
- d. Planning Department Report
- e. Police Report
- f. Attorney Report
- g. Council Report

ADJOURNMENT WORK SESSION:**VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:****PUBLIC COMMENTS:** - Please limit to two minutes**CONSENT AGENDA:**

- Consider March 3, 2022 Council Meeting Minutes
[March 3, 2022 Council Meeting Minutes.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consideration of Award of FY2022-FY2026 Audit Services Contract
- Consideration of Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract
- Consideration of First Reading of Ordinance 663: Amendment to the Alcoholic Beverage Ordinance to License and Regulate Microbreweries.

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- Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC
[Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.pdf](#)

EXECUTIVE SESSION:**ADJOURNMENT:**

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Hearing for the Rezoning application submitted by NNP-Looper Lake, LLC. to rezone tax parcel 15047 000885 from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions.

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

This is a proposal to alter an approved PUD zoned project (Sterling on the Lake) by rezoning said project from PUD to PUD with modified conditions of zoning. The ordinances were originally approved as 239 and 240. Each additional request to alter the original approval retains the original ordinance number adding letters alphabetically to ease in the tracking of this project and its many changes over the years. The ordinances will be 239-L & 240-L.

FACTS AND ISSUES:

This is a proposal to alter the approved Sterling on the Lake subdivision by rezoning said project from PUD to PUD with modified conditions of zoning. The proposed modification would decrease the size of the current commercial/retail portion from 12+/- acres to 4 +/- acres allowing for the construction of 65 townhomes on the approximate 8 acre tract.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Applicant requests the public hearing be tabled until the April 21, 2022 City Council meeting.

SAMPLE MOTION:

I make a motion to table the public hearing until April 21, 2022.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Award of FY2022-FY2026 Audit Services Contract

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

FACTS AND ISSUES:

Our audit committee will meet on 3/15/2022 to determine the recommendation to Council. All information will be provided during the presentation.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

This contract will be for the FY2023-FY2026 fiscal years.

RECOMMENDATION:

Approve Award of FY2022-FY2026 Audit Services Contract

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

FACTS AND ISSUES:

Our sewer improvement committee will meet on March 15, 2022 to determine the recommendation to Council. All information will be provided during the presentation.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

This contract will be for the FY2022 budget

RECOMMENDATION:

Approve Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Public Works

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of First Reading of Ordinance 663: Amendment to the Alcoholic Beverage Ordinance to License and Regulate Microbreweries.

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

State law changed in 2017 and again in 2021 granting a limited exception to the three-tier system for the distribution and sale of malt beverages in Georgia which would allow for craft brewers of malt beverages to manufacture and sell for consumption both on and off premises.

FACTS AND ISSUES:

Although the City previously amended its zoning ordinance to allow for a microbrewery land use, it did not concurrently amend the alcoholic beverage ordinance to license and regulate such a business. The City has received interest from a microbrewery business to locate in the downtown dining district, but currently would not be able to license and regulate such a business. In order to allow microbreweries to operate in the City, an amendment to the alcoholic beverage ordinance would be required. If the alcoholic beverage ordinance is so amended, an updated fee resolution should also be considered establishing a fee for a microbrewery license. A draft ordinance and resolution are attached for your consideration.

The second read of ordinance 663 will be on April 7, 2022. Resolution #22-006, amending the fee schedule to include microbrewery licensing, will also be on the agenda on April 7, 2022.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve First Read of Ordinance 663

SAMPLE MOTION:

I make a motion to Approve the First Read of Ordinance 663.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Ordinance 663 - Microbrewery.pdf](#)
- [Executive Summary Microbrewery.pdf](#)
- [Microbrewery_State_License_Requirements.pdf](#)

ORDINANCE NO. 663

AN ORDINANCE AMENDING CHAPTER 8 (ALCOHOLIC BEVERAGES), ARTICLE III (LICENSING AND REGISTRATION) OF THE CODE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO PROVIDE FOR THE LICENSING AND REGULATION OF MICROBREWERIES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized by O.C.G.A. § 36-31-7 and by Section 1.4 of its Charter to license and regulate alcoholic beverages within its corporate limits.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

I. AMENDMENT OF SECTION 8-2. - DEFINITIONS.

The following is hereby added to Section 8.2. - Definitions:

“Microbrewery means a facility for the production and packaging of malt beverages for distribution, retail or wholesale, on or off the premises, and which has a capacity of no more than 15,000 barrels per year.”

II. AMENDMENT TO SECTION 8-142. – FOOD SALE REQUIREMENT.

Section 8.142(b) is hereby deleted in its entirety and replaced with the following:

“Section 8-142(a) shall not apply to bars, taverns or microbreweries located in the downtown dining district.”

III. ADDITION OF DIVISION 6. - MICROBREWERIES.

The following sections shall be added to the Code of the City of Flowery Branch, Georgia:

“DIVISION 6. – MICROBREWERIES.

Sec. 8-175. Microbreweries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for microbreweries provided that:

- (1) No individual shall be permitted to own or operate a microbrewery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each microbrewery license holder shall comply with all other applicable state and local license requirements.

First Read:
Second Read:
Passed:

- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of malt beverages applicable to microbreweries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
- (3) A microbrewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (4) Except as set forth in this section, a microbrewery license holder shall be subject to all sections of this chapter.”

IV. REPEALER.

Any part of any prior ordinances, in conflict with the terms of this Ordinance, are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Ordinance on behalf of the City of Flowery Branch, Georgia.

IV. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 7th day of April 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

Approved as to form by:

First Read:
Second Read:
Passed:

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE ALCOHOLIC BEVERAGE ORDINANCE TO LICENSE AND REGULATE MICROBREWERIES

DATE: March 11, 2022

BUDGET INFORMATION: N/A

(X) RECOMMENDATION
() POLICY DISCUSSION
() STATUS REPORT
() OTHER

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: To consider an amendment to the alcoholic beverage ordinance to license and regulate microbreweries in an effort to attract desirable businesses to locate within the City, especially the downtown dining district.

HISTORY: State law changed in 2017 and again in 2021 granting a limited exception to the three-tier system for the distribution and sale of malt beverages in Georgia which would allow for craft brewers of malt beverages to manufacture and sell for consumption both on and off premises.

FACTS AND ISSUES: Although the City previously amended its zoning ordinance to allow for a microbrewery land use, it did not concurrently amend the alcoholic beverage ordinance to license and regulate such a business. The City has received interest from a microbrewery business to locate in the downtown dining district, but currently would not be able to license and regulate such a business. In order to allow microbreweries to operate in the City, an amendment to the alcoholic beverage ordinance would be required. If the alcoholic beverage ordinance is so amended, an updated fee resolution should also be considered establishing a fee for a microbrewery license. A draft ordinance and resolution are attached for your consideration.

OPTIONS: Approve as presented, revised the ordinance and/or resolution, or deny as presented.

RECOMMENDED SAMPLE MOTIONS: I make a motion to approve Ordinance No. 663 amending the City's alcoholic beverages ordinance to allow for the licensing and regulation of microbreweries. I make a motion to approve Resolution No. 22-006 establishing a microbrewery license fee in the amount of \$2,750.

DEPARTMENT: Finance

Prepared by: E. Ronald Bennett, Jr., City Attorney

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Code of Georgia Annotated
Title 3. Alcoholic Beverages
Chapter 5. Malt Beverages
Article 2. State License Requirements and Regulations for Manufacture, Distribution, and Sale

Ga. Code Ann., § 3-5-24.1

§ 3-5-24.1. Limited exception; sale of malt beverages on premises

Effective: May 5, 2021
Currentness

(a) As used in this Code section, the term:

(1) "Common ownership" means the same 100 percent common ownership interest including, but not limited to, ownership of the stock, limited liability company membership interest, limited liability partnership interest, other entity interest, or partnership interest, in whatever form such ownership interest may exist.

(2) "Licensed premises" means the physical premises where brewer is licensed by the state as a manufacturer of malt beverages.

(3) "Produces" means engaging in the material and essential aspects of the brewing process to manufacture malt beverage for human consumption; provided, however, when a brewer engages in the brewing process at multiple licensed premises, the malt beverage will be deemed to have been produced only at the licensed premises where such malt beverage first began fermentation through the chemical conversion of fermentable sugars into alcohol.

(b) A limited exception to the provisions of this title providing a three-tier system for the distribution and sale of malt beverages shall exist to the extent that the license to manufacture malt beverages in this state shall include the right to sell malt beverages to individuals on the brewer's licensed premises for personal use and not for resale, subject to the following terms and conditions:

(1) The brewer may only make sales of malt beverages to an individual while the individual is physically on the brewer's licensed premises where the brewer produces malt beverages;

(2) The brewer may make sales of malt beverages the brewer produces at the brewer's licensed premises where the individual is purchasing the malt beverages;

(3) As long as the brewer and all of the brewer's licensed premises are under common ownership, the brewer may make sales of malt beverages the brewer produces at any licensed premises of the brewer and subsequently transfers in compliance

with the limitations and reporting obligations of subsection (c) of this Code section to the brewer's licensed premises for sale where the individual is purchasing the malt beverages;

(4) The brewer may only make sales of malt beverages for which the brewer is the sole owner of the brand and brand label;

(5) Sales for consumption on the premises are not subject to a daily maximum amount;

(6) Sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per individual per day; and

(7) The maximum amount of malt beverages the brewer may sell pursuant to subsection (b) of this Code section in each calendar year shall be 6,000 barrels in the aggregate among all brewer's licensed premises making such sales.

(c) Nothing in this Code section shall be interpreted to prohibit a brewer from transferring any liquid, regardless of whether such liquid would be deemed to be malt beverages or not, to or from any of the brewer's licensed premises; provided, however, with respect to any malt beverages a brewer produces at one of the brewer's licensed premises and transfers to be sold to individuals pursuant to subsection (b) of this Code section at another of the brewer's licensed premises, the maximum number of barrels of malt beverages permitted to be transferred from one licensed premises of the brewer to another licensed premises of the brewer shall not exceed the number of barrels of malt beverages the brewer produces under brands and brand labels for which the brewer is the sole owner at the licensed premises receiving the transferred malt beverages and the brewer shall file a report with the department every calendar quarter documenting all such transfers in such form as the department shall require.

(d) A brewer may sell malt beverages pursuant to subsection (b) of this Code section on all days and at all times that sales of malt beverages by retailers are lawful within the county or municipality in which the licensed premises of the brewer is located, including, but not limited to, Sundays.

(e) Any brewer engaging in sales of malt beverages pursuant to subsection (b) of this Code section shall remit all state and local sales, use, and excise taxes to the proper tax collecting authority.

(f) The commissioner shall promulgate and enforce such rules and regulations as he or she may deem reasonable and necessary to effectuate the provisions of this Code section.

(g) Upon a violation by a brewer of any provision of this Code section or this title or any rule or regulation promulgated thereunder, the commissioner shall have the power to place conditions or limitations on such brewer's license and to modify or amend such conditions or limitations.

Credits

Laws 2017, Act 178, § 8, eff. Sept. 1, 2017; Laws 2021, Act 226, § 2, eff. May 5, 2021.

Ga. Code Ann., § 3-5-24.1, GA ST § 3-5-24.1

§ 3-5-24.1. Limited exception; sale of malt beverages on premises, GA ST § 3-5-24.1

The statutes and Constitution are current through Act 310 of the 2022 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 22-007 Wastewater Treatment Plant Interim Project - Contingency Funds

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue.

FACTS AND ISSUES:

The project bid contained a \$100,000 contingency line item. We thought this was included in the base bid, but actually, it needed to be funded separately. It may not be needed, but if approved, we can keep the construction work moving forward most efficiently.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

100,000

RECOMMENDATION:

Authorizing the City Manager to approve future change orders up to \$100,000 if unforeseen conditions are encountered on site.

SAMPLE MOTION:

I make a motion to approve Resolution 22-007, authorizing the City Manager to approve project change orders up to a cumulative cost of \$100,000.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Water/Wastewater

Prepared by: Shelia Cooper

ATTACHMENTS

- [WWTP Interim Project - Contingency Funds - Executive Summary.doc](#)
- [Arther_Western_-_Form_of_Agreement.pdf](#)
- [FB_WWTP_Interim_Improvements_-_Award_Recommendation.pdf](#)
- [22-003_Award_of_Contract_to_Archer_Western.pdf](#)
- [Resolution_22-003_Executive_Summary_-_WWTP_Interim_Project_Award.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Wastewater Treatment Plant Interim Project – Contingency Funds

DATE: 3/17/2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$100,000

COUNCIL ACTION REQUESTED ON: Authorizing the City Manager to approve future change orders up to \$100,000 if unforeseen conditions are encountered on site.

PURPOSE: Authorize a \$100,000 contingency in case unforeseen conditions impact the interim WWTP upgrades. This will allow the contractor to efficiently implement changes to the work.

HISTORY: Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue.

FACTS AND ISSUES: The project bid contained a \$100,000 contingency line item. We thought that was included in the base bid, but actually, it needed to be funded separately. It may not be needed, but if approved, we can keep the construction work moving forward most efficiently.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I move to approve Resolution 22-007, authorizing the City Manager to approve project change orders up to a cumulative cost of \$100,000.

DEPARTMENT: Administration and Wastewater

Prepared by: City Manager

Section 00 52 13

AGREEMENT

This Agreement is by and between **City of Flowery Branch** ("Owner") and _____ ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

2.01. The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

This project consists of interim improvements at the Flowery Branch WRF to maximize capacity at the plant pending installation of a new facility.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project improvements have been designed by Black & Veatch Corporation, 6 Concourse Parkway, Suite 1600, Atlanta, GA 30328, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

- A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$ _ _ _ 400 _ _ _ _ _
Completion of all Work	\$ _ _ _ 200 _ _ _ _ _

- A. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- B. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount tabulated as follows:

Lump Sum Evaluated Base Bid Price	\$ _____
<i>Alternate A (deduct)</i>	\$ _____
<i>Alternate B (deduct)</i>	\$ _____
Contingency Allowance	\$ <u>100,000</u>
Total Contract Price: _____ (words)	(\$ _____) (figures)

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment

have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in Division 1, General Requirements.

- B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:
1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
 2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.
 3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.
 4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.
 5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
 6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST - Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations,

investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Bonds:
 - a. Performance bond
 - b. Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents.
 - 6. Drawings (not attached but incorporated by reference) consisting of **14** sheets, with each sheet bearing the following general title:

Flowery Branch WWTP Interim Improvements

7. Addenda
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Notice to Proceed.
9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____
(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Approved as to Form

Contractor's License No. _____

Expiration Date _____

Attorney for Owner

End of Section



February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	\$ 1,417,000.00	\$ 1,900.00	\$ 6,200.00
2	WWIS, LLC	\$ 2,029,117.15	\$ -	\$ -
3	Southern Champion Construction, Inc.	\$ 1,347,055.00	\$ 25,000.00	\$ 160,000.00
4	Archer Western	\$ 1,049,900.00	\$ 3,400.00	\$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period¹.

The city can rent the blowers directly from the vendor at a price of \$2,900 per month per blower, or a total of \$139,200 over 24 months. Accepting deductive alternate B would bring the contract price to \$869,900 and save the city \$40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

¹ The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

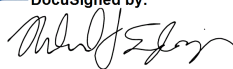
February 22, 2022

Page 2 of 2

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to \$869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed \$2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:

DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

RESOLUTION 22-003

**AWARD OF CONTRACT TO ARCHER WESTERN FOR THE WASTEWATER
TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT**

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, the City of Flowery Branch received four qualified bids ranging from \$1,049,900 to \$2,029,117, with Archer Western qualifying as the preferred low bidder; and

WHEREAS, the City has the option to deduct Alternate B \$180,000 from the Archer Western's bid for the monthly lease of blowers; and

WHEREAS, the total expenditure for this contract shall not exceed \$869,900 which includes a contingency of \$100,000; and

WHEREAS, that said expenditure shall be from Fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch to authorize the award of a contract to Archer Western in the amount of \$869,900, and authorize the City Manager to sign the contract subject to the approval of the City Attorney.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest:

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

Approved as to form:

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Resolution 22-003: Wastewater Treatment Plant Interim Project Award

DATE: 2/24/2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$869,900

COUNCIL ACTION REQUESTED ON: Awarding a contract to Archer Western for interim improvements to the wastewater treatment plant.

PURPOSE: Upgrade the wastewater treatment plant to handle more wastewater and improve ammonia treatment residence time.

HISTORY: With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bid is scheduled to be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of \$869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

PREPARED BY: City Manager



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES:

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education, it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS:

Approve or deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve the development agreement with Flowery Branch Apartments, LLC for improvements to the city’s sewer system.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DATE: March 17, 2022

BUDGET INFORMATION:

ANNUAL- No change

CAPITAL- No change

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: Authorizing a development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system, allowing them to access the sewer system, and provide for future improvements to the sewer system.

HISTORY: Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education,

it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the development agreement with Flowery Branch Apartments, LLC for improvements to the city's sewer system.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 3, 2022 Council Meeting Minutes

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [March 3, 2022 Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting Minutes
Thursday, March 3, 2022, 6:00 P.M.
City of Flowery Branch City Hall
5410 W. Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Edward Asbridge called the council meeting to order at 6:01 pm.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel and Chris Mundy.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Alisha Gamble, Planning Director Rich Atkinson, Interim Police Chief Chris Hulsey, Public Works Director Bill Whidden and City Attorney Ron Bennett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

PUBLIC HEARING:

Public Hearing to consider a request from Lights Ferry Partners, LLC. and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND).

Planning Director Atkinson presented a request from Lights Ferry Partners, LLC. and Diego Fracasso to rezone 5908 Lights Ferry Road from R-1 to TND. The tax parcel identification number 08112 027019 would be divided into seven separate parcels with seven single family detached homes constructed. The proposed finishes would be brick or stone water tables and accents, wooden timber or decorative columns, lap siding, large porches with metal roofs, detached garages, exterior fireplaces, and cohesive fencing. Elevations are required to be submitted to staff for approval prior to the issuance of a land disturbance permit, it must meet the requirements of the TND zoning district and it must meet the requirements of the zoning ordinance. The stormwater pond would be required to have decorative fencing, landscaping, and it would need to be more of a feature than an eyesore and it must be owned and maintained by a homeowner's association. Staff feels this project meets the intent of the TND and although it lacks the classic grid pattern, it is what the City wants to see in TND. The proposed project meets the intent of the comprehensive plan and its designated "Old Town" character area.

Council Member McClellan asked if the properties that are northeast and southeast of the plot are Traditional Neighborhood District and Planner Atkinson stated he would find out the answer.

Council Member McClellan asked if only seven homes could have a homeowner's association and Planner Atkinson stated that was correct.

Council Member Anglin asked if four driveways off one road and three driveways off another road and Planner Atkinson stated that was correct.

Council Member Anglin inquired about the fencing for the seven homes and the applicant stated all homes would have consistent fencing.

Council Member Mundy would prefer the applicant put up the fencing to keep the consistency on the type and size of the fencing.

Council Member Anglin inquired about the retention pond showing a stone wall and a fence. The applicant stated that the retention pond would be built to code.

Council Member Anglin asked if the applicant would be willing to put a rental cap on the project. The applicant stated they would have to investigate this request.

Council Member McClellan suggested the fence be installed initially by the builder and have specifications on the fence in the HOA.

Council Member Mundy inquired about the size of the retention pond and if they will consider a water feature in the retention pond.

Council Member Anglin inquired if there would be five-foot sidewalks wrapped along the street line and the applicant said it would be built to code.

Mayor Asbridge stated there have been so many questions and suggestions because this corner lot is going to be very visible.

Council Member McClellan asked Planner Atkinson if there were any proposed road widening for this road that would impact this project. Planner Atkinson stated he was not aware of any proposed road widening.

Public Comments:

Harold Kilgore, 318 Jim Grizzle Road, Royston, Georgia 30662

Mr. Kilgore stated he is not for or against the project. He has concerns regarding the project such as grading, retention pond, and placement of the driveways.

Council Member Anglin inquired about garages and turning around without backing into the road. The applicant stated there are options for the garages and turn arounds.

Mayor Asbridge closed the public hearing at 6:32 pm.

UNFINISHED BUSINESS - WORK SESSION:**Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment**

Finance Director Gamble presented a second reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment. Per the executed employment agreement with the new City Manager, the City must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan document is required. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

NEW BUSINESS -WORK SESSION:**Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC**

City Manager Parrish presented a consideration of termination of the lease agreement with Oakhurst Realty Partners, LLC. The leasing agreement was signed on October 12, 2020, for the Leasing Agent to lease 5318 Railroad Avenue and the mixed-use development commercial property on Main Street. As of March 3, 2022, there are no leases on any of the ground floor commercial properties at the Main Street location, nor is there a lease on 5318 Railroad Avenue.

Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of \$869,900

Finance Director Gamble and Rich Edinger of Clark Patterson Lee presented Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant interim improvements project in the amount of \$869,000. The purpose is to upgrade the Wastewater Treatment Plant to handle more wastewater and improve ammonia treatment residence time. There were four bids received with two deductive alternate options for each bid. Deductive Alternate A is a deduction for installation of two blower units. Deductive Alternate B is a deduction of monthly rental of two blower units for twenty-four months. Bids ranged from \$1,049,900 to \$2,029,117.

BID TABULATION SUMMARY:

CONTRACTOR	LOCATION	BID TOTAL	DEDUCTIVE ALTERNATE A	DEDUCTIVE ALTERNATE B
WASTEWATER INDUSTRIAL SOLUTIONS, LLC	DOUGLASVILLE, GA	\$2,029,117	NONE	NONE
IHC CONSTRUCTION COMPANIES, LLC	MARIETTA, GA	\$1,417,000	\$1,900	\$6,200/MONTH
SOUTHERN CHAMPION CONSTRUCTION, INC	SAVANNAH, GA	\$1,347,055	\$25,000	\$160,000
ARCHER WESTERN	ATLANTA, GA	\$1,049,900	\$3,400	\$180,000

The recommendation is to award the contract for the Wastewater Interim Improvements Project to Archer Western with the selection of Deductive Alternate B.

- Contract amount \$1,049,900
- Less: Deductive B (\$180,000)
- Revised cost: \$869,900

Funding recommendation: American Rescue Plan Act Grant funding \$869,000.

Mayor Asbridge asked if the cost is \$869,000 with an additional cost of renting the blowers. Mr. Edinger stated that was correct.

Council Member Anglin asked if these improvements will be a part of the new plant and Mr. Edinger stated these will not be a part of the expansion. This is just to give the operators an additional residence time to treat the ammonia.

Council Member McClellan inquired about the funding and Finance Director Gamble stated this project qualifies under the American Rescue Plan Act Grant.

Council Member Anglin asked if there was any concern over the difference in the bids. Mr. Edinger explained that these bids are very typical with having one high bid, one low bid and the remainder in the middle clustered closer together.

Council Member Anglin asked if Archer Western has a good reputation and Mr. Edinger stated he knew them by reputation only, but he has heard good things about this company and Black and Veatch speaks highly of Archer Western.

Council Member Mundy expressed his concern that there may be hidden costs that are not articulated in the bid. Mr. Edinger explained that this bid is a lump sum contract.

Council Member McDaniel asked if there is a time limit on this project. Finance Director Gamble stated the time limit is two hundred and forty days.

Council Member Anglin asked if this would slow down the expansion and Mr. Edinger stated this would not get in the way of the expansion.

Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental

Finance Director Gamble and Rich Edinger of Clark Patterson Lee presented Resolution 22-004: Wastewater treatment plant blower rental. By accepting Deductive Alternate B of the Wastewater Treatment Plant interim improvements project bid proposal from Archer Western, the City can save \$40,800 on renting the necessary blower equipment for use in the project immediately. Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue. By installing more blowers, these issues will be minimized. Per the City's purchasing policy, this rental qualifies as an emergency

purchase. Aerzen will rent blowers directly to the City for twenty-four months at a total cost of \$139,200.

Finance Director stated that this will be funded by the American Rescue Act Grant.

Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.

Finance Director Gamble and Bob Troxler of Infratec Consultants, Inc. presented task order FBR22001. The purpose is to authorize the engineer to provide engineering services related to the expansion of the City's drinking water well system. This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minutes (GPM) and 220 (GPM). The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City. Approval Task Order FBR22001 with Infratec Consultants, Inc. for a total cost for the work will be broken down approximately as follows:

- | | |
|---|----------------|
| • A&S Environmental Services (EPD Requirements) | \$12,104 |
| • Hand Services (48 Hour Pumping/test/samples) | \$21,300 |
| • Project Management – Infratec | <u>\$5,400</u> |
| • TOTAL: | \$38,804 |

Funding: \$50,000 project allocated in the Wastewater Capital Projects Fund (GEFA Water System Improvements Plan)

Council Member McClellan wanted clarification on if we should not do the pump test until we have received approval from the well head protection issue. There is a state requirement that you must have someone come out and inspect the topography and area around the well and then they develop a well head protection plan. The state is supposed to do this for us and it should be sometime soon.

Mayor Asbridge asked if the wells have ever been used and Mr. Troxler said they have not ever been used.

Council Member McClellan asked where we are in the process of acquiring the wells from the state. City Manager Parrish answered that we need to ensure they are viable and that it is feasible for us to acquire them. Our plan is to use the appraisal we had done in June 2021 and the state will have an appraisal but until we know that is a feasible project for us to pursue, it is on hold until we get beyond this step.

Council Member Anglin asked if the state knew we were about to engage in purchasing the wells.

Mr. Troxler stated he expects the well test will be fine and the wells are not far apart.

Finance Director Gamble stated that funding for Task Order FBR22001 has already been budgeted in our Wastewater Capital Projects Fund with the use of some of the GEFA approved water funding. The budget we had allocated was \$50,000 so the total amount is less than we had budgeted.

Consideration of Resolution 22-005 Opposing HB 1093 and SB 494

City Attorney Bennett present Resolution 22-005 opposing HB 1093 and SB 494. Mayor and Council became aware of HB 1093 and SB 494 and the limits the bills would place on the City's exercise of zoning power including the regulation of "build to rent" communities. At the direction of Mayor and Council, the City Attorney drafted a resolution opposing these bills.

HB 1093 and SB 494 were introduced in early February as preemption bills. The bills are slightly different but have in common the limitation of a local government's ability to exercise its power to zone which currently includes the power to regulate rental uses on residentially zoned or used properties.

HB 1093 and SB 494 both prohibit a local government from restricting long term rental agreements, which the House defines as "30 days duration" and the Senate defines as "12 months." These bills appear to be intended to ease the ability of developers to purchase property and build residential neighborhoods that are 100% rentals or "build-to-rent" neighborhoods. Both bills would penalize local governments for restricting long term residential rental uses by waiving sovereign immunity up to \$1,000,000 and allowing prejudgment interest on any award of damages. HB 1093 additionally disqualifies local governments from receiving any "financial funds, assistance or grants from the Department of Community Affairs." While SB 494 adds a more onerous penalty of the loss of qualified local government status for 6 months which could impact a wider scope of financial benefits beyond those administered by DCA. The concern with these bills is the erosion of local government control and autonomy pertaining to the exercise of zoning power. The Georgia Municipal Association is formally opposing the bill, not because of opposition to 100% rentals or "build-to-rent" residential subdivisions, but to preserve local control and autonomy over zoning decisions. The bills have been met with wide opposition from members of the General Assembly and from other municipalities.

DEPARTMENT REPORTS:

City Manager Report:

City Manager Parrish reported that we had applied for State Fiscal Recovery Funds in the amount of \$23.3 million dollars, and we did not receive any funds from this.

City Clerk Report:

City Clerk Cooper invited all citizens to come out to vote for the Special Election on March 15, 2022.

Downtown Events Coordinator Carden announced she will be live on the Fox Business Network on Sunday, March 6 at 6:30am to discuss the Farmer's Market.

Mayor's Report

Mayor Asbridge reported the City will have our Annual Retreat on Saturday, March 19, 2022.

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 7:17 pm.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- Consider Mayor Asbridge Per Diem
- Consider February 17, 2022 Council Meeting Minutes

There was a motion made to approve the consent agenda.

MOTION: Chris Mundy

SECOND: William McDaniel

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy

NAYS: None

Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

City Attorney Bennett read the caption for Ordinance 661.

There was a motion made to approve the Second Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC

Mayor Asbridge reported that Oakhurst Realty Partners, LLC will get the commission if they have an approved lease from an approved client.

There was a motion made to approve the termination of the leasing agreement with Oakhurst Realty Partners, LLC.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of \$869,900

City Attorney Bennett read the caption for Resolution 22-003.

There was a motion made to approve Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of \$869,900.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental

City Attorney Bennett read the caption for Resolution 22-004.

There was a motion made to approve Resolution 22-004: Declaration that an emergency exists and approval of Wastewater Treatment Plant Interim Project – Blower Rental.

MOTION: Chris Mundy
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.

There was a motion made to approve Task Order FBR22001 – Well System Development Studies by Infratec Consultants, Inc.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Consideration of Resolution 22-005 Opposing HB 1093 and SB 494

City Attorney Bennett read the caption for Resolution 22-005.

There was a motion made to approve Resolution 22-005 Opposing HB 1093 and SB 494.

MOTION: Chris Mundy
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 7:25 pm for matters related to the acquisition/disposition of real estate and for matter related to pending or potential litigation.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

There was a motion made to reconvene open session at 10:18 pm.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 10:18 pm.

MOTION: William McDaniel
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Ed Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Award of FY2022-FY2026 Audit Services Contract

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

FACTS AND ISSUES:

Our audit committee will meet on 3/15/2022 to determine the recommendation to Council. All information will be provided during the presentation.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

This contract will be for the FY2023-FY2026 fiscal years.

RECOMMENDATION:

Approve Award of FY2022-FY2026 Audit Services Contract

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

FACTS AND ISSUES:

Our sewer improvement committee will meet on March 15, 2022 to determine the recommendation to Council. All information will be provided during the presentation.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

This contract will be for the FY2022 budget

RECOMMENDATION:

Approve Award of Sanitary Sewer Replacement Martin ES Gravity Lines & Manholes Contract

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Public Works

Prepared by: Shelia Cooper

ATTACHMENTS

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of First Reading of Ordinance 663: Amendment to the Alcoholic Beverage Ordinance to License and Regulate Microbreweries.

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

State law changed in 2017 and again in 2021 granting a limited exception to the three-tier system for the distribution and sale of malt beverages in Georgia which would allow for craft brewers of malt beverages to manufacture and sell for consumption both on and off premises.

FACTS AND ISSUES:

Although the City previously amended its zoning ordinance to allow for a microbrewery land use, it did not concurrently amend the alcoholic beverage ordinance to license and regulate such a business. The City has received interest from a microbrewery business to locate in the downtown dining district, but currently would not be able to license and regulate such a business. In order to allow microbreweries to operate in the City, an amendment to the alcoholic beverage ordinance would be required. If the alcoholic beverage ordinance is so amended, an updated fee resolution should also be considered establishing a fee for a microbrewery license. A draft ordinance and resolution are attached for your consideration.

The second read of ordinance 663 will be on April 7, 2022. Resolution #22-006, amending the fee schedule to include microbrewery licensing, will also be on the agenda on April 7, 2022.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve First Read of Ordinance 663

SAMPLE MOTION:

I make a motion to Approve the First Read of Ordinance 663.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Ordinance 663 - Microbrewery.pdf](#)
- [Executive Summary Microbrewery.pdf](#)
- [Microbrewery_State_License_Requirements.pdf](#)

ORDINANCE NO. 663

AN ORDINANCE AMENDING CHAPTER 8 (ALCOHOLIC BEVERAGES), ARTICLE III (LICENSING AND REGISTRATION) OF THE CODE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO PROVIDE FOR THE LICENSING AND REGULATION OF MICROBREWERIES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized by O.C.G.A. § 36-31-7 and by Section 1.4 of its Charter to license and regulate alcoholic beverages within its corporate limits.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

I. AMENDMENT OF SECTION 8-2. - DEFINITIONS.

The following is hereby added to Section 8.2. - Definitions:

“Microbrewery means a facility for the production and packaging of malt beverages for distribution, retail or wholesale, on or off the premises, and which has a capacity of no more than 15,000 barrels per year.”

II. AMENDMENT TO SECTION 8-142. – FOOD SALE REQUIREMENT.

Section 8.142(b) is hereby deleted in its entirety and replaced with the following:

“Section 8-142(a) shall not apply to bars, taverns or microbreweries located in the downtown dining district.”

III. ADDITION OF DIVISION 6. - MICROBREWERIES.

The following sections shall be added to the Code of the City of Flowery Branch, Georgia:

“DIVISION 6. – MICROBREWERIES.

Sec. 8-175. Microbreweries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for microbreweries provided that:

- (1) No individual shall be permitted to own or operate a microbrewery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each microbrewery license holder shall comply with all other applicable state and local license requirements.

First Read:
Second Read:
Passed:

- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of malt beverages applicable to microbreweries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
- (3) A microbrewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (4) Except as set forth in this section, a microbrewery license holder shall be subject to all sections of this chapter.”

IV. REPEALER.

Any part of any prior ordinances, in conflict with the terms of this Ordinance, are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Ordinance on behalf of the City of Flowery Branch, Georgia.

IV. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SO ORDAINED this 7th day of April 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

Approved as to form by:

First Read:
Second Read:
Passed:

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE ALCOHOLIC BEVERAGE ORDINANCE TO LICENSE AND REGULATE MICROBREWERIES

DATE: March 11, 2022

BUDGET INFORMATION: N/A

(X) RECOMMENDATION
() POLICY DISCUSSION
() STATUS REPORT
() OTHER

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: To consider an amendment to the alcoholic beverage ordinance to license and regulate microbreweries in an effort to attract desirable businesses to locate within the City, especially the downtown dining district.

HISTORY: State law changed in 2017 and again in 2021 granting a limited exception to the three-tier system for the distribution and sale of malt beverages in Georgia which would allow for craft brewers of malt beverages to manufacture and sell for consumption both on and off premises.

FACTS AND ISSUES: Although the City previously amended its zoning ordinance to allow for a microbrewery land use, it did not concurrently amend the alcoholic beverage ordinance to license and regulate such a business. The City has received interest from a microbrewery business to locate in the downtown dining district, but currently would not be able to license and regulate such a business. In order to allow microbreweries to operate in the City, an amendment to the alcoholic beverage ordinance would be required. If the alcoholic beverage ordinance is so amended, an updated fee resolution should also be considered establishing a fee for a microbrewery license. A draft ordinance and resolution are attached for your consideration.

OPTIONS: Approve as presented, revised the ordinance and/or resolution, or deny as presented.

RECOMMENDED SAMPLE MOTIONS: I make a motion to approve Ordinance No. 663 amending the City's alcoholic beverages ordinance to allow for the licensing and regulation of microbreweries. I make a motion to approve Resolution No. 22-006 establishing a microbrewery license fee in the amount of \$2,750.

DEPARTMENT: Finance

Prepared by: E. Ronald Bennett, Jr., City Attorney

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Code of Georgia Annotated
Title 3. Alcoholic Beverages
Chapter 5. Malt Beverages
Article 2. State License Requirements and Regulations for Manufacture, Distribution, and Sale

Ga. Code Ann., § 3-5-24.1

§ 3-5-24.1. Limited exception; sale of malt beverages on premises

Effective: May 5, 2021
Currentness

(a) As used in this Code section, the term:

(1) "Common ownership" means the same 100 percent common ownership interest including, but not limited to, ownership of the stock, limited liability company membership interest, limited liability partnership interest, other entity interest, or partnership interest, in whatever form such ownership interest may exist.

(2) "Licensed premises" means the physical premises where brewer is licensed by the state as a manufacturer of malt beverages.

(3) "Produces" means engaging in the material and essential aspects of the brewing process to manufacture malt beverage for human consumption; provided, however, when a brewer engages in the brewing process at multiple licensed premises, the malt beverage will be deemed to have been produced only at the licensed premises where such malt beverage first began fermentation through the chemical conversion of fermentable sugars into alcohol.

(b) A limited exception to the provisions of this title providing a three-tier system for the distribution and sale of malt beverages shall exist to the extent that the license to manufacture malt beverages in this state shall include the right to sell malt beverages to individuals on the brewer's licensed premises for personal use and not for resale, subject to the following terms and conditions:

(1) The brewer may only make sales of malt beverages to an individual while the individual is physically on the brewer's licensed premises where the brewer produces malt beverages;

(2) The brewer may make sales of malt beverages the brewer produces at the brewer's licensed premises where the individual is purchasing the malt beverages;

(3) As long as the brewer and all of the brewer's licensed premises are under common ownership, the brewer may make sales of malt beverages the brewer produces at any licensed premises of the brewer and subsequently transfers in compliance

with the limitations and reporting obligations of subsection (c) of this Code section to the brewer's licensed premises for sale where the individual is purchasing the malt beverages;

(4) The brewer may only make sales of malt beverages for which the brewer is the sole owner of the brand and brand label;

(5) Sales for consumption on the premises are not subject to a daily maximum amount;

(6) Sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per individual per day; and

(7) The maximum amount of malt beverages the brewer may sell pursuant to subsection (b) of this Code section in each calendar year shall be 6,000 barrels in the aggregate among all brewer's licensed premises making such sales.

(c) Nothing in this Code section shall be interpreted to prohibit a brewer from transferring any liquid, regardless of whether such liquid would be deemed to be malt beverages or not, to or from any of the brewer's licensed premises; provided, however, with respect to any malt beverages a brewer produces at one of the brewer's licensed premises and transfers to be sold to individuals pursuant to subsection (b) of this Code section at another of the brewer's licensed premises, the maximum number of barrels of malt beverages permitted to be transferred from one licensed premises of the brewer to another licensed premises of the brewer shall not exceed the number of barrels of malt beverages the brewer produces under brands and brand labels for which the brewer is the sole owner at the licensed premises receiving the transferred malt beverages and the brewer shall file a report with the department every calendar quarter documenting all such transfers in such form as the department shall require.

(d) A brewer may sell malt beverages pursuant to subsection (b) of this Code section on all days and at all times that sales of malt beverages by retailers are lawful within the county or municipality in which the licensed premises of the brewer is located, including, but not limited to, Sundays.

(e) Any brewer engaging in sales of malt beverages pursuant to subsection (b) of this Code section shall remit all state and local sales, use, and excise taxes to the proper tax collecting authority.

(f) The commissioner shall promulgate and enforce such rules and regulations as he or she may deem reasonable and necessary to effectuate the provisions of this Code section.

(g) Upon a violation by a brewer of any provision of this Code section or this title or any rule or regulation promulgated thereunder, the commissioner shall have the power to place conditions or limitations on such brewer's license and to modify or amend such conditions or limitations.

Credits

Laws 2017, Act 178, § 8, eff. Sept. 1, 2017; Laws 2021, Act 226, § 2, eff. May 5, 2021.

Ga. Code Ann., § 3-5-24.1, GA ST § 3-5-24.1

§ 3-5-24.1. Limited exception; sale of malt beverages on premises, GA ST § 3-5-24.1

The statutes and Constitution are current through Act 310 of the 2022 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 22-007 Wastewater Treatment Plant Interim Project - Contingency Funds

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue.

FACTS AND ISSUES:

The project bid contained a \$100,000 contingency line item. We thought this was included in the base bid, but actually, it needed to be funded separately. It may not be needed, but if approved, we can keep the construction work moving forward most efficiently.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

100,000

RECOMMENDATION:

Authorizing the City Manager to approve future change orders up to \$100,000 if unforeseen conditions are encountered on site.

SAMPLE MOTION:

I make a motion to approve Resolution 22-007, authorizing the City Manager to approve project change orders up to a cumulative cost of \$100,000.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Water/Wastewater

Prepared by: Shelia Cooper

ATTACHMENTS

- WWTP Interim Project - Contingency Funds - Executive Summary.doc
- Archer_Western_-_Form_of_Agreement.pdf
- FB_WWTP_Interim_Improvements_-_Award_Recommendation.pdf
- 22-003_Award_of_Contract_to_Archer_Western.pdf
- Resolution_22-003_Executive_Summary_-_WWTP_Interim_Project_Award.pdf

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Wastewater Treatment Plant Interim Project – Contingency Funds

DATE: 3/17/2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$100,000

COUNCIL ACTION REQUESTED ON: Authorizing the City Manager to approve future change orders up to \$100,000 if unforeseen conditions are encountered on site.

PURPOSE: Authorize a \$100,000 contingency in case unforeseen conditions impact the interim WWTP upgrades. This will allow the contractor to efficiently implement changes to the work.

HISTORY: Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue.

FACTS AND ISSUES: The project bid contained a \$100,000 contingency line item. We thought that was included in the base bid, but actually, it needed to be funded separately. It may not be needed, but if approved, we can keep the construction work moving forward most efficiently.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I move to approve Resolution 22-007, authorizing the City Manager to approve project change orders up to a cumulative cost of \$100,000.

DEPARTMENT: Administration and Wastewater

Prepared by: City Manager

Section 00 52 13

AGREEMENT

This Agreement is by and between **City of Flowery Branch** ("Owner") and _____ ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

2.01. The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

This project consists of interim improvements at the Flowery Branch WRF to maximize capacity at the plant pending installation of a new facility.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project improvements have been designed by Black & Veatch Corporation, 6 Concourse Parkway, Suite 1600, Atlanta, GA 30328, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

- A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$ _ _ _ 400 _ _ _ _ _
Completion of all Work	\$ _ _ _ 200 _ _ _ _ _

- A. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- B. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount tabulated as follows:

Lump Sum Evaluated Base Bid Price	\$ _____
<i>Alternate A (deduct)</i>	\$ _____
<i>Alternate B (deduct)</i>	\$ _____
Contingency Allowance	\$ <u>100,000</u>
Total Contract Price: _____ (words)	(\$ _____) (figures)

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment

have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in Division 1, General Requirements.

- B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:
1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
 2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.
 3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.
 4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.
 5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
 6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST - Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations,

investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Bonds:
 - a. Performance bond
 - b. Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents.
 - 6. Drawings (not attached but incorporated by reference) consisting of **14** sheets, with each sheet bearing the following general title:

Flowery Branch WWTP Interim Improvements

7. Addenda
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Notice to Proceed.
9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____
(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Approved as to Form

Contractor's License No. _____

Expiration Date _____

Attorney for Owner

End of Section



February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	\$ 1,417,000.00	\$ 1,900.00	\$ 6,200.00
2	WWIS, LLC	\$ 2,029,117.15	\$ -	\$ -
3	Southern Champion Construction, Inc.	\$ 1,347,055.00	\$ 25,000.00	\$ 160,000.00
4	Archer Western	\$ 1,049,900.00	\$ 3,400.00	\$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period¹.

The city can rent the blowers directly from the vendor at a price of \$2,900 per month per blower, or a total of \$139,200 over 24 months. Accepting deductive alternate B would bring the contract price to \$869,900 and save the city \$40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

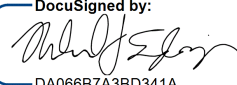
¹ The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

February 22, 2022
Page 2 of 2

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to \$869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed \$2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:

DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

RESOLUTION 22-003

**AWARD OF CONTRACT TO ARCHER WESTERN FOR THE WASTEWATER
TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT**

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, the City of Flowery Branch received four qualified bids ranging from \$1,049,900 to \$2,029,117, with Archer Western qualifying as the preferred low bidder; and

WHEREAS, the City has the option to deduct Alternate B \$180,000 from the Archer Western's bid for the monthly lease of blowers; and

WHEREAS, the total expenditure for this contract shall not exceed \$869,900 which includes a contingency of \$100,000; and

WHEREAS, that said expenditure shall be from Fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch to authorize the award of a contract to Archer Western in the amount of \$869,900, and authorize the City Manager to sign the contract subject to the approval of the City Attorney.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest:

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

Approved as to form:

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Resolution 22-003: Wastewater Treatment Plant Interim Project Award

DATE: 2/24/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL- \$869,900

COUNCIL ACTION REQUESTED ON: Awarding a contract to Archer Western for interim improvements to the wastewater treatment plant.

PURPOSE: Upgrade the wastewater treatment plant to handle more wastewater and improve ammonia treatment residence time.

HISTORY: With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bid is scheduled to be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of \$869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

PREPARED BY: City Manager



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC

COUNCIL MEETING DATE: March 17, 2022

HISTORY:

Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES:

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education, it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS:

Approve or deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve the development agreement with Flowery Branch Apartments, LLC for improvements to the city’s sewer system.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DATE: March 17, 2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- No change

() OTHER

CAPITAL- No change

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: Authorizing a development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system, allowing them to access the sewer system, and provide for future improvements to the sewer system.

HISTORY: Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

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OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the development agreement with Flowery Branch Apartments, LLC for improvements to the city's sewer system.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish
