



City of Flowery Branch
Regular Meeting
Thursday, May 06, 2021, 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:

UNFINISHED BUSINESS-WORK SESSION

- A work session to consider a 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.
[submittal binder 030421.pdf](#)
[Renderings.pdf](#)
[Staff Report SOTL.pdf](#)
[Sterling Commercial Marketing 2002-2021.pdf](#)
[Pool Comparison Amenity Overview.pdf](#)

NEW BUSINESS-WORK SESSION:

- Hall County Intergovernmental Agreement to Conduct Municipal Elections
[2021 IGA with Hall County to Perform Municipal Elections.pdf](#)
[Executive Summary IGA Hall County Elections.pdf](#)
[Agreement to Perform Municipal Elections - REDLINE 04-16-2020 \(01041089xA19C7\).pdf](#)
- Resolution 21-003 Certified City of Ethics
[Executive Summary Certified City of Ethics.pdf](#)
[21-003 Ethics Resolution.pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Finance Director Report
- d. Planning Department Report
- d. Police Report
- e. Attorney Report
- f. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

PUBLIC COMMENTS:

CONSENT AGENDA:

- Consider April 1, 2021 Council Meeting Minutes
[April 1, 2021 Council Meeting Minutes.pdf](#)
- Hall County Intergovernmental Agreement to Conduct Municipal Elections
[2021 IGA with Hall County to Perform Municipal Elections.pdf](#)
[Executive Summary IGA Hall County Elections.pdf](#)
[Agreement to Perform Municipal Elections - REDLINE 04-16-2020 \(01041089xA19C7\).pdf](#)
- Resolution 21-003 Certified City of Ethics
[Executive Summary Certified City of Ethics.pdf](#)
[21-003 Ethics Resolution.pdf](#)
- Consider Mayor Miller Per Diem
[Mayor Miller Per Diem.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: A work session to consider a 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: May 6, 2021

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 (which will be ready prior to the first read) 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. Applicant has provided additional information for Council review and discussion. Please see attached documents regarding marketing statistics and amenities.

OPTIONS:

No vote at this time.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No vote at this time

SAMPLE MOTION:

No vote at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [submittal binder 030421.pdf](#)
- [Renderings.pdf](#)
- [Staff Report SOTL.pdf](#)
- [Sterling Commercial Marketing 2002-2021.pdf](#)
- [Pool Comparison Amenity Overview.pdf](#)



REZONING APPLICATION

Date: February 26, 2021

Address of Request:

Capitola Farm Road & Spout Springs Road, Flowery Branch, GA 30542

Tax Map # p/o 15047 000885 **Current Zoning:** PUD

Is this site located within the boundaries of the historic district? NO

Currently a conforming use? N/A

Any conditions of zoning, CUP's, etc.? All other conditions of zoning not deleted or revised by this application shall remain in full force and effect

Applicant Information

Name: NNP - Looper Lake, LLC

Address: 7004 Lake Sterling Blvd. Flowery Branch, GA 30542

E-mail address: cwhittaker@newlandco.com

Phone number: 678-960-0242

Signature: Chris A. Whittaker

Notary: LA Beaver





Property owner information (if different than the applicant)

Property owner (please print): SAME

Signature of property owner: Chris White VP Operations

Notary:



LaBeaver

Property Information

Tax Map Number: 15047 000885

Current Zoning: PUD Total Acres: 7.95

Is this property located within the city-limits of Flowery Branch? YES

Proposed City of Flowery Branch Zoning: PUD

Current Use: undeveloped

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

Please provide the following at time of submittal in (one hard copy and digitally):

- Legal description
- Current survey of property



- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Names and addresses of adjoining property owners
- Reasons for requesting rezoning
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

NONE

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

NONE

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

NONE



Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

NONE

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____



Legal Description

All that tract or parcel of land lying and being in G.M.D. 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the southwestern Right-of-Way of Spout Springs Road (R/W varies) and the southeastern Right-of-Way of Capitola Farm Road (60' R/W); thence continuing along the southwesterly Right-of-Way of said Spout Springs Road South 25°37'24" East, a distance of 663.05 feet to a point; thence leaving said Right-of-Way and into the property now or formerly of NNP-Looper Lake, LLC South 51°28'20" West, a distance of 108.90 feet to a point; thence South 42°12'06" West, a distance of 64.95 feet to a point; thence South 16°35'34" West, a distance of 130.73 feet to a point; thence South 09°33'49" West, a distance of 138.31 feet to a point; thence South 14°03'35" East, a distance of 40.07 feet to a point; thence South 50°05'27" East, a distance of 133.00 feet to a point; thence South 71°36'03" West, a distance of 118.77 feet to a point; thence along the property now or formerly of Sterling on the Lake, Pod O North 16°21'56" West, a distance of 153.60 feet to a point; thence along the property now of formerly of Sterling on the Lake, Pod Q, Phase 2, Pod P North 10°14'19" West, a distance of 148.44 feet to a point; thence North 09°13'44" West, a distance of 119.09 feet to a point; thence North 12°07'47" East, a distance of 26.45 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 01°27'17" East, a distance of 57.67 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 09°46'11" West, a distance of 63.59 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 21°32'36" West, a distance of 63.59 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence South 62°34'11" West, a distance of 95.00 feet to a point; thence 164.12 feet along an arc of a curve to the left having a radius of 215.00 feet and a chord bearing and distance of North 49°17'54" West, 160.16 feet to a point; thence North 71°09'59" West, a distance of 63.20 feet to a point; thence 223.30 feet along an arc of a curve to the left having a radius of 395.00 feet and a chord bearing and distance of North 87°21'42" West, 220.34 feet to a point; thence North 19°04'20" West, a distance of 87.48 feet to a point; thence North 31°15'55" West, a distance of 102.02 feet to a point on the southeastern Right-of-Way of said Capitola Farm Road; thence along said Right-of-Way 51.29 feet along an arc of a curve to the left having a radius of 733.26 feet and a chord bearing and distance of North 54°33'32" East, 51.28 feet to a point; thence North 52°33'19" East, a distance of 159.85 feet to a point; thence 63.52 feet along an arc of a curve to the right having a radius of 431.40 feet and a chord bearing and distance of North 56°46'25" East, 63.47 feet to a point; thence North 60°59'32" East, a distance of 33.91 feet to a point; thence 480.02 feet along an arc of a curve to the right having a radius of 268.83 feet and a chord bearing and distance of North 71°54'29" East, 47.96 feet to a point; thence North 77°01'33" East, a distance of 296.98 feet to the ***Point of Beginning***.

Said tract contains 8.150 Acres.

Project Summary

LOCATION – Spout Springs Road & Capitola Farm Road

ACREAGE – 8.15 acres +/-

APPLICANT – NNP - Looper Lake, LLC

Summary

The accompanying application seeks a change of use from commercial to single family attached within the current PUD for Sterling on The Lake. The site would be developed for up to 65 townhomes with rear entry garages from either a public street or private alleyway. The townhome units will be 3 stories with a mix of architectural materials. A passive park area will be located near the entrance and sidewalks will provide both internal and external connections. The location and point of access will not impact current traffic flow within the Sterling on The Lake community. Completion of development is anticipated by 2022.

Site Description

The site has approximately 575 feet of frontage along the western right-of-way of Spout Springs Road and 650 feet of frontage along the southern right-of-way of Capitola Farm Road. The site is rectangular in shape with the majority being previously cleared and graded. A jurisdictional stream is located on the southern side of the property. Domestic water provided by the City of Gainesville is located in the right-of-way of Capitola Farm Road. Hall County sanitary sewer is located near the sites southwestern boundary line. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the purposes intended.

Access

A single point of access to the property is proposed from Capitola Farm Road, approximately 250 LF from its intersection with Spout Springs Road.

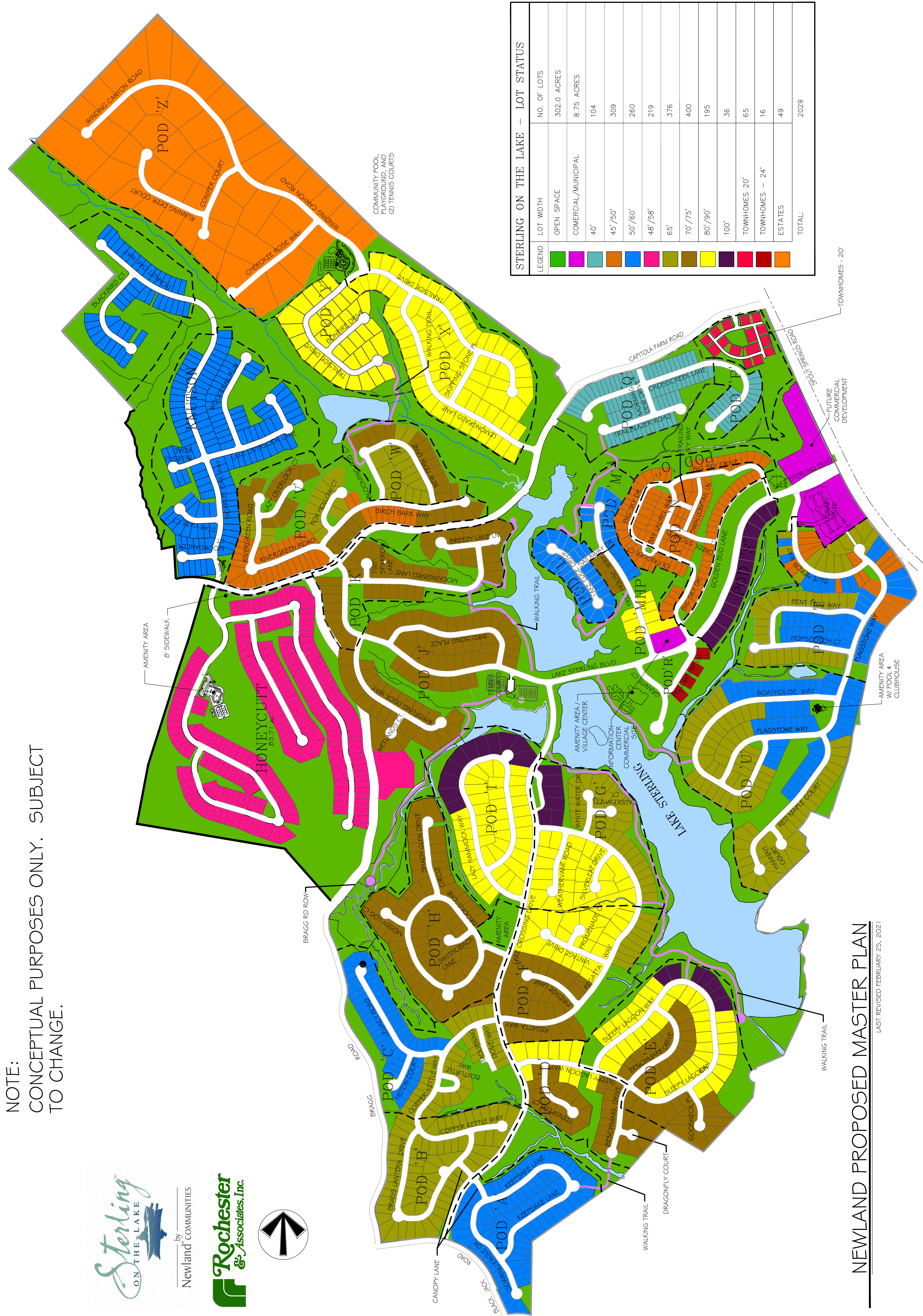
Development Strategy

The site has been previously marketed for commercial uses but has received only limited interest due to a lack of direct access to Spout Springs Road and the ongoing widening project. The proposed townhome product will fill a product type void that is not currently served in the Sterling on The Lake community. Two commercial tracts will remain at Spout Springs Road and Lake Sterling Boulevard.



The logo for Sterling ON THE LAKE. The word "Sterling" is written in a large, elegant, green script font. To its right, the words "ON THE LAKE" are written in a smaller, blue, sans-serif font, stacked vertically. Below "ON THE LAKE" is a blue silhouette of a lake with a small boat in the center.

Rochester
& Associates, Inc.



STERLING ON THE LAKE – LOT STATUS		
LEGEND	LOT WIDTH	NO. OF LOTS
	OPEN SPACE	302.0 ACRES
	COMMERCIAL/MUNICIPAL	8.75 ACRES
	40'	104
	45'/50'	309
	50'/60'	260
	48'/58'	219
	65'	376
	70'/75'	400
	80'/90'	195
	100'	36
	TOWNHOMES 20'	65
	TOWNHOMES – 24'	16
	ESTATES	49
TOTAL:		2029

LAST REVISED FEBRUARY 25, 2021

GENERAL NOTES:

- PARCEL SIZE - 8.15 AC.
- NUMBER OF LOTS - 65
- DENSITY 7.98 UNITS/AC.
- FRONT SETBACK - 10'
- PUBLIC STREET LOTS REAR SETBACK FROM BACK OF SIDEWALK - 20'
- ALLEY LOTS REAR SETBACK FROM BACK OF CURB - 20'
- SIDE SETBACK - 0'
- BUILDING SEPARATION - 20'

CAPITOLA FARM ROAD
60' R/W - 35 MPH

SPOUT SPRINGS ROAD
110' R/W - 45 MPH

MOSSY BOULDER
DRIVE

PASSIVE PARK
(OPEN SPACE)

ALLEY 2
(22' BC/BC)

ALLEY 1
(22' BC/BC)

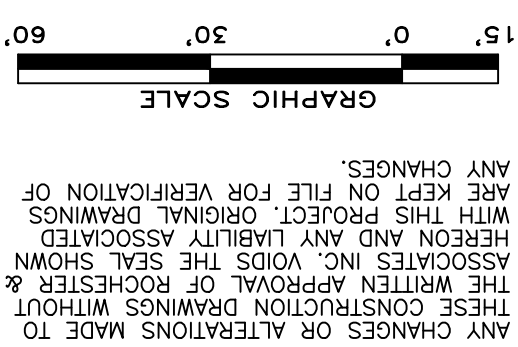
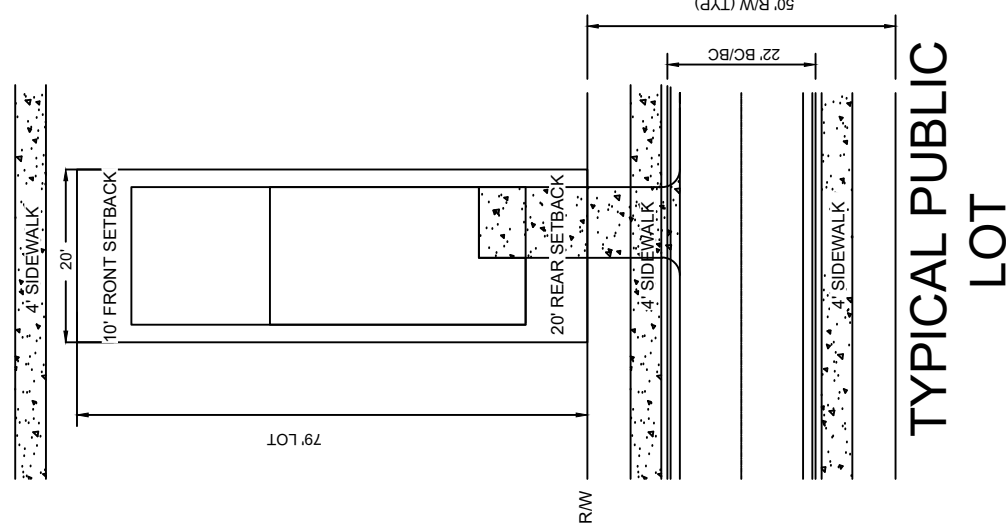
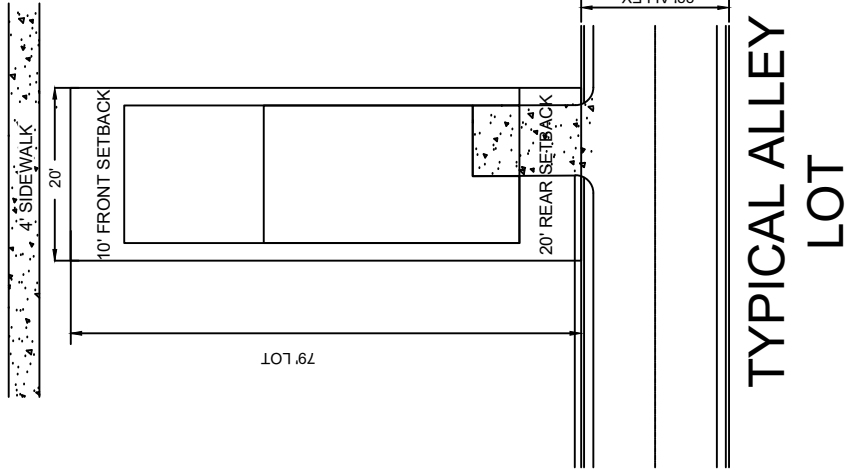
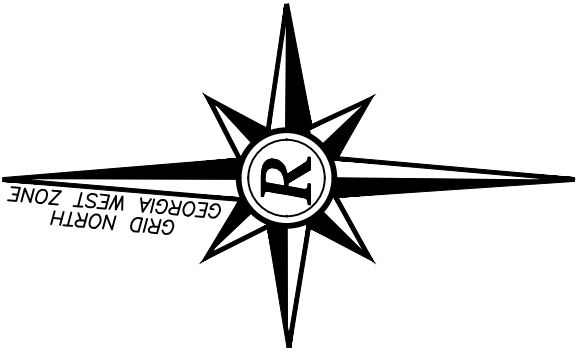
ROAD A
(50' R/W)

ROAD B
(50' R/W)

CROSSCREEK LANE
50' R/W

REZONING PLAN
FOR:
STERLING ON THE LAKE
TOWNHOME SITE
LOCATED IN:
G.M.D. 1270
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770) 718.0600 (770) 718.9090 Fax • www.rochester-assoc.com



NO.	DATE	DESCRIPTION

DATE: 2/23/21	SHEET 1 OF 1
SCALE: 1"=30'	
JOB NO. 0208033.PDO	
DWG NO. 0208033.PDO	
DRAWN BY: ARJ	

Development Statistics for Townhome Tract Amendment Request

- (a) Maximum and proposed height of any structure; 35'
- (b) Maximum and proposed gross square footage of the building area (nonresidential only); N/A
- (c) Color renderings of any proposed structures; See attached
- (d) Material list (with percentages) of any proposed structures;

All color schemes and exterior material selections must be submitted to the DRC for approval. A minimum of two exterior materials and a maximum of three exterior materials on each home is required.

- Corner lots will be required to wrap the front elevation material around the side of the flanking street.
 - All homes with front elevations including masonry must wrap the same material around the corner of the home a minimum of 2 feet (with the exception of Pods A, B & C). Masonry materials and patterns must be submitted to the DRC for approval.
- (e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only); 65 units with a minimum heated floor area of 1400 SF
 - (f) Maximum and proposed lot coverage of building area (square feet and percent); 1000 SF with a lot coverage of 65%.
 - (g) Minimum and proposed square footage of landscaped area (square feet and percent); 15,000 SF in passive park area.
 - (h) Minimum, maximum and proposed number of parking spaces; one space per unit provided in paved driveway.
 - (i) Other dimensional information as may be required by the Zoning Administrator. TBD

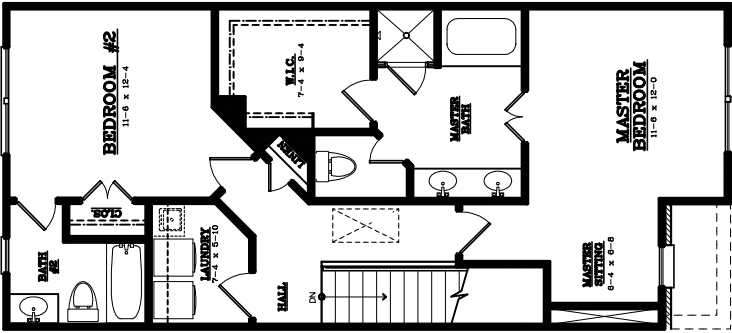
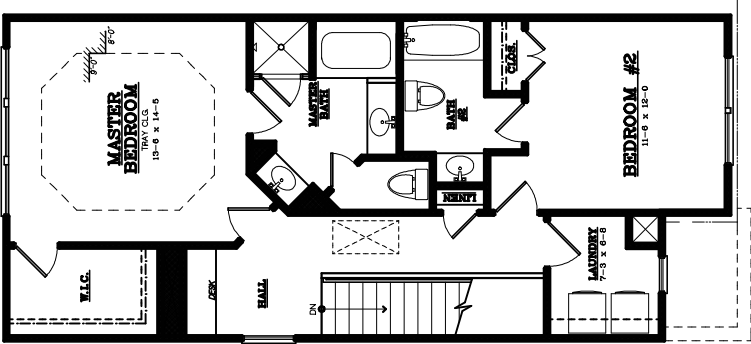
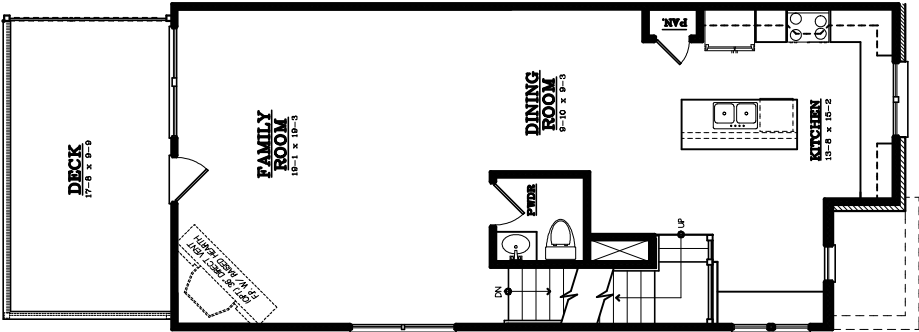
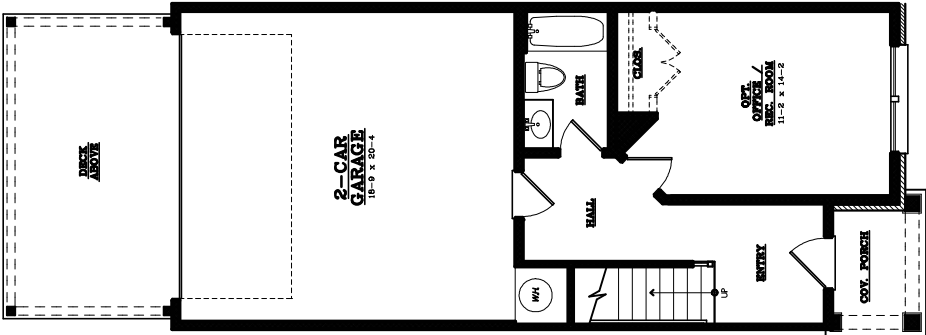
Townes at Sterling on the Lake

Capitola Farm Road Parcel



Townes at Sterling on the Lake

Capitola Farm Road Parcel



City of Flowery Branch Rezoning Application
REQUEST FOR STATISTICAL INFORMATION
Sterling on the Lake – Townhome Tract

1. Value of improvements at buildout:

- Development cost - \$ 30,000 per lot
- Vertical construction cost - \$ 120 per sf

2. Property tax revenue at buildout: (based on FMV of \$275,000)

- Hall County - \$ 196,110
- City of Flowery Branch - \$ 23,338

3. Schedule of construction;

- See below:

ITEM	START	FINISH
Design & Permitting	6/30/2021	8/29/2021
Land Development	9/3/2021	3/2/2022
Final Plat	3/12/2022	4/26/2022
Lot Sales	5/6/2022	5/31/2023
Residential CO's	7/20/2022	8/14/2023

4. Anticipated total square footage per unit:

- 1400 sf minimum

5. Total acreage to be developed:

- 7.95 acres in total

6. The Townhome Tract will contain approximately 0.25 acres in private rights-of-way.

7. The Townhome Tract will contain approximately 4.35 acres of open space/common area to be maintained by the existing HOA.

8. The Townhome Tract will contain approximately 1.05 acres of buffer and watershed protection.

A) The impervious buffer is applicable to the Townhome Tract.

B) No property lines may extend into the stream buffer.

C) The developer intends to dedicate street rights-of-way (where applicable) and storm sewer easements to the City of Flowery Branch.

9. Transportation alternatives:

- The Townhome Tract will have a pedestrian link along Spout Springs Road to the remainder of the community.

10. Amenities for Sterling on the Lake total more than 15 acres and (at buildout) will include the following:

- Lakes and Trails
- 3 Clubhouses
- 5 Pools
- 4 Children's Playgrounds
- Multiple pocket parks
- Children's Treehouse
- 12 Tennis Courts
- 2 Fire pits
- Lakeside pavilion with grill
- Boat dock and launch
- ¾ Basketball Court
- Picnic Island

11. A minimum of 9 street lights are planned for the Townhome Tract with a maximum spacing of 150 feet.

12. The Townhome Tract will include approximately 3,500 linear feet of sidewalk containing approximately 216 cubic yards of concrete.

13. Homes in the Townhome Tract will have access to high speed internet to the extent available from the service provider.

14. The Townhome Tract will contain areas for providing detention, water quality and stream protection.

15. An updated traffic study has not been completed for the Townhome Tract as the overall density will remain within previously studied and approved maximums.

16. There are no provisions for utilization and storage of reuse water in this plan.

17. The Townhome Tract, as proposed, will generate approximately 17,550 gallons per day of wastewater flow.

18. The maximum daily water consumption is approximately 17,550 gallons per day. Low flow fixtures are required by the development.

19. A preliminary design has been completed in order to evaluate the proposed density.

20. Public safety requirements related to life safety codes have been considered in the concept design.

21. The Hall County school system has been provided density and build out projections for the entirety of the community.

22. Copies of master covenants and guidelines have been previously filed and recorded.

Sterling on the Lake – Project Narrative

Applicant seeks to amend the conceptual site plan and conditions of approval relating to ordinance no. 239I & 240I, for the master planned community on 1007.91 ± acres generally known as “Sterling on the Lake” located in the PUD (Planned Unit Development) zoned district. The development is located adjacent to the intersection of Capitola Farm Road and Spout Springs Road. The amended property is described as: **(Townhome Tract)** - a 8.15 acre parcel of real property owned by NNP Looper Lake LLC, being known as the “Townhome” tract identified as a portion of tax identification number 15047-000885 located in GMD 1270 Flowery Branch District, Hall County, Georgia.

- The Sterling on the Lake Master Planned Development was originally approved (annexed and rezoned) by the Flowery Branch City Council on November 16, 2001, per Ordinances 239 and 240.
- On February 1, 2006, City Council approved a modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-A and 240-A.
- On September 9, 2006, City Council approved a second modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-B and 240-B.
- On August 15, 2007, City Council approved a third modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-C and 240-C.
- On November 25, 2008, City Council approved a fourth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-D and 240-D.
- On March 26, 2011, City Council approved a fifth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-E and 240-E.
- On March 15, 2012, City Council approved a sixth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-F and 240-F.
- On February 18, 2016, City Council approved a seventh modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-G and 240-G.
- On May 4, 2017, City Council approved an eight modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-H and 240-H.

- On March 15, 2018, City Council approved a ninth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-I and 240-I.
- On July 1, 2019, City Council approved a tenth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-J and 240-J.
- Per Article 8, Section 8.4 and Section 8.10 of the Flowery Branch Zoning Ordinance, the original PUD approval must be amended by the Governing Body in order to incorporate changes to the master plan approval and PUD conditional zoning.

APPLICANT’S REQUEST

Townhome Tract – The Applicant is requesting an amendment to the PUD master plan for Sterling on The Lake Master Planned Development.

- The development shall be substantially in accordance with the "Rezoning Plan" submitted as a part of the application.
- The plan will include both public right-of-way and private alleyways as depicted on the "Rezoning Plan". Private alleyways will be maintained solely by the Townhome sub-association.
- Each dwelling unit is required to provide a two car garage and space for two cars in the driveway.
- All requirements imposed under this Ordinance shall be the standards of the development regardless of any change in ownership.
- The elevations will be consistent with the attached exhibits. All elevations shall be reviewed and approved by the DRC Committee prior to submittal to the City.
- No fencing is permitted within the front setback areas.
- The residential development within the overall PUD shall be limited to a maximum of 2,029 housing units for the entire 1,007.91 ± acre PUD, within the City of Flowery Branch at the time of this approval, as approved under this ordinance. If additional land is approved for inclusion as residential development within the PUD, the number of housing units to be permitted and the gross density of residential development portions of the site (excluding commercial, institutional, recreational, and open space uses) shall be established in the subsequent approval as an amendment to the Sterling on the Lake Conceptual Master Plan.
- The PUD shall designate and maintain at least 302 acres of permanent open space, or thirty percent (30%) of the total land area

contained within the PUD, whichever is greater. For purposes of this zoning condition, permanent open space shall include lakes, buffers, and passive or active parks and recreation of the property, including those lands administered by a homeowners association; provided, however, that any buffer area counted as open space shall not be used for active recreational facilities. The open space shall be substantially in accordance with the areas colored green on the "Master Plan for Sterling on the Lake" (i.e., binding site plan) as determined by the Zoning Administrator.

STATEMENTS OF FACT

Pursuant to Article 34 of the Flowery Branch Zoning Ordinance this amendment to the conceptual master site plan and conditions of approval relating to Ordinance No. 239 and 240 (as amended most recently dated March 25, 2018), to add the Bragg tract to the master plan, submit the following Statements of Fact:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. **The requested use is for a residential use and is consistent with the surrounding uses.**
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. **The proposed residential use of the property will not negatively impact any adjacent property as the both residential and commercial uses exist nearby.**
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. **The property has been marketed for its current use for a number of years and has generated very little interest.**
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. **The proposed residential use will not impact the existing infrastructure in comparison to the current use with the exception of schools where there could be a slight impact.**
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. **The property is shown as Neighborhood Commercial on the character area map but is surrounded by Suburban Residential.**
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. **The demand for residential use is increasing while neighborhood commercial is declining in some areas. The lack of driveway from Spout Springs Road is challenging to the use of the property for commercial.**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Property to the east consists of a church campus, to the north a convenience store, to the west single family residential and to the south, undeveloped neighborhood commercial.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. **The property has been marketed for its current use for a number of years and has generated very little interest. The lack of a driveway connection to Spout Springs is detrimental to its value for commercial development.**
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. **The**

change of use is more compatible with the existing single family development to the west and will have no impact on the other adjacent uses.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The property is adjacent to an existing single family development and therefore would not create an isolated use.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. The character of this area includes both residential and commercial use so there should be no impact on the general character of the district.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Residential development is generally less intensive in its impact on the environmental issues mentioned.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. This change of use will not be harmful to the overall zoning scheme as other residential uses currently exists adjacent to the property.

LEGAL DESCRIPTION

The modification of Ordinance No. 239 & 240 for a 1007± acre master planned development generally known as “Sterling on the Lake”, described on Exhibit A attached hereto.

Legal Description: (See Exhibit A)

The overall development is approximately 1007.91 +/- acres located adjacent to the intersection of Capitola Farm Road and Spout Springs Road. The property is described as: (**Townhome Tract**), approximately 8.15 ± acres known as the “Townhome” tract, identified as tax identification number 15047-000885, located in GMD 1270 Flowery Branch District, Hall County, Georgia.

Adjoining Property Owners

Parcel ID ↕	Owner ↕	Property Address ↕
15046 000017	UNITED FOOD AND GAS INC	6360 SPOUT SPRINGS RD
15046 000069	ARCHBISHOP WILTON D GREGORY ARCHBISHOP	6367 SPOUT SPRINGS RD
15046 000139	CONSTANTINO T GARCIA	6363 SPOUT SPRINGS RD
15047 000001	ARCHBISHOP WILTON D GREGORY ARCHBISHOP	6439 SPOUT SPRINGS RD
15047 000002A	SHIRLEY L MOORE	6495 SPOUT SPRINGS RD
15047 000665	HALL COUNTY	6488 SPOUT SPRINGS RD
15047 000684	GREGORY L WITKOWSKI WITKOWSKI, WHITNEY A.	6807 LAKE STERLING BLVD
15047 000701	STERLING ON THE LAKE COMMUNITY ASSOCIATI	6872 LAKE STERLING BLVD
15047 000711	CEMETERY - NNP-LOOPER LAKE, LLC	LAKE STERLING BLVD
15047 000742	ANDREA N BOWEN BOWEN ROBERT D	6714 BIG SKY DR
15047 000743	ERIC M. BOWMAN BOWMAN, LAUREN A.	6718 BIG SKY DR
15047 000885	NNP-LOOPER LAKE LLC c/o NEWLAND COMMUNITIES	BIG SKY DR
15047 000885A	STERLING ON THE LAKE COMMUNITY ASSOCIATI C/O COMMUNITY MANAGMENT ASSOCIATES INC	6796 LAKE STERLING BLVD
15047 000887	MARY BETH TURLEY	6804 GOLDEN BUD LN
15047 000953	STERLING ON THE LAKE COMMUNITY ASSOCIATI	CROSSCREEK LN
15047B000001	JOSHUA HARWARD HARWARD, LAUREN	6403 MOSSY BOULDER DR
15047B000075	JOHN RINDFUSZ RINDFUSZ DEENA	6414 MOSSY BOULDER DR
15047B000076	THOMAS A Klaput Klaput Patricia M	6408 MOSSY BOULDER DR
15047B000077	JOSHUA E THOMAS THOMAS JESSICA BOWLES	6402 MOSSY BOULDER DR
15047H000050	STERLING ON THE LAKE COMMUNITY ASSOCIATI	6782 BLUE HERON WAY
15047P000001	DALE MARIE GRANT	6393 CROSSCREEK LN
15047P000013	D. R. HORTON, INC.	6380 CROSSCREEK LN
15047P000014	MIRIAM A NICHOLAS	6384 CROSSCREEK LN
15047P000015	EVAN H DOWLING DOWLING MARIA LORELLE	6388 CROSSCREEK LN
15047P000016	D. R. HORTON, INC.	6392 CROSSCREEK LN
15047P000017	MICHAEL KEITH JOHNSON JOHNSON MELISSA DANIELLE	6396 CROSSCREEK LN
15047P000018	CHRISTINE R. BECK SINGLETON, KIMBERLY ERIN	6402 CROSSCREEK LN
15047P000019	RICHARD LEE LASHBROOK LASHBROOK, KRISTEN PALEN	6406 CROSSCREEK LN
15047P000020	D. R. HORTON, INC.	6410 CROSSCREEK LN
15047P000021	NICOLAS PEMBERTON PEMBERTON JUSTINE	6414 CROSSCREEK LN
15047P000022	D. R. HORTON, INC.	6418 CROSSCREEK LN
15047Q000064	STACEY A. BURSINGER	6465 CROSSCREEK LN
15047Q000065	MATEUSZ JERZY MUDY	6461 CROSSCREEK LN
15047Q000066	LINDA S. WILLIAMS	6457 CROSSCREEK LN
15047Q000067	LAUREN TAMPLIN TAMPLIN, KRISTOFER	6453 CROSSCREEK LN
15047Q000068	SIDNI BRAUTIGAN	6449 CROSSCREEK LN
15047Q000069	KAREN E. ZARCONI	6445 CROSSCREEK LN
15047Q000070	KEVIN ANTHONY JONES JONES, ASHLEIGH	6441 CROSSCREEK LN
15047Q000071	KENNY A. CUEVAS, SR	6452 CROSSCREEK LN
15047Q000072	KERRI LYNN PARKS PARKS, STEVAN RODNEY	6456 CROSSCREEK LN
15047Q000073	RALPH RODRIGUEZ	6460 CROSSCREEK LN
15047Q000074	TAYLOR HEINICKE	6464 CROSSCREEK LN
15047Q000075	ANAHIS LEON CARPIO BARRIOS MORA, DANIEL	6468 CROSSCREEK LN



BY
NEWLAND



DISCLAIMER: THESE DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE, NOT INTENDED FOR CONSTRUCTION.





BY
NEWLAND



DISCLAIMER: THESE DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE, NOT INTENDED FOR CONSTRUCTION.





Staff Report

An application to rezone a portion of a parcel of land from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions was submitted by NNP-Looper Lake, LLC. The following property is being considered:

Tax Parcel ID # 15047 000885



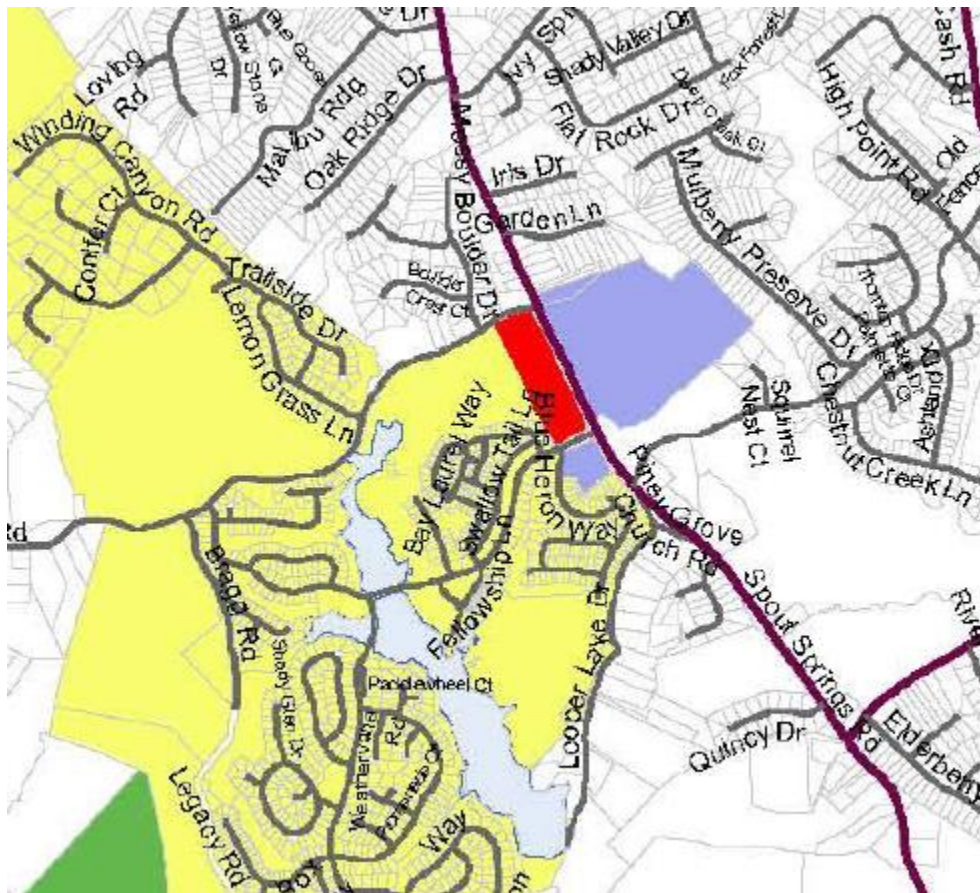
Currently, the entire parcel (12 +/- acres) is zoned PUD and is designated as for sale commercial/retail property. Applicant is requesting 8 +/- acres be removed from the commercial/retail development classification allowing for the construction of approximately 65 townhomes.



Comprehensive Plan

Designated as a “Neighborhood Commercial” character area.

Flowery Branch character area map:



The “Neighborhood Commercial” character area does not contemplate residential uses. Applicant proposes leaving 4 +/- acres as commercial. These parcels would keep the “Neighborhood Commercial” character area designation. The remaining land (8+/- acres) would not fit the “Suburban Neighborhood” character area designation that Sterling on the Lake currently holds, rather it would need to be reclassified as, “Urban Density Community”.



Neighborhood Commercial

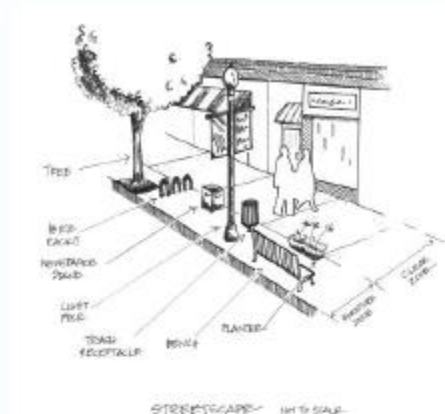
VISION: Attractive, non-auto related neighborhood businesses and services, with distinctive architectural features and a scale compatible with pedestrians and connected to adjacent residential neighborhoods.

USES AND INTENSITIES: Neighborhood-serving commercial intensities are within a range of approximately 10,000 to 15,000 square feet of building space per acre. Business establishments do not generally exceed 25,000 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods.

MAJOR FEATURES: Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods, but uses are mostly reliant on the automobile for access. Nonetheless, buildings and developments are scaled to be compatible with and promote pedestrian activity. Open space is limited to suburban plazas or small open spaces. Three-story height limit. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

REGULATIONS: This character area will be implemented with a neighborhood commercial zoning district. Design guidelines will be provided, and neighborhood commercial projects will be required to complete design review. Minimum 15 percent of the lot is open space or landscaped.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, employment options, transportation alternatives, sense of place.



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

Illustrative Pedestrian Features



Outdoor Seating and Attractive Lighting



Quality, Compatible Architectural Design Including Signage



Suburban Neighborhood

VISION: Conventional suburban subdivisions with larger lots (1/3 to 1 acre) that may have cul-de-sacs and curvilinear streets. Houses are set back from the road. Streets are built to relatively wide standard when compared with traditional neighborhoods.

USES AND DENSITIES: Acceptable uses are almost exclusively single-family residences, though some civic and recreational uses integrated into subdivision plans are acceptable. Duplexes, townhouses, multi-family, and accessory apartments are not permitted. Densities are in the range of 1-3 dwelling units per acre.

MAJOR FEATURES: Houses are setback from city streets. Diverse architectural designs are required. Garages may be located in the front but should not be the dominant feature of the home.

REGULATIONS: To be implemented with existing residential zoning districts.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Open space preservation, housing opportunities, infill development, suburban sense of place.



Typical Street Scene in a Suburban Neighborhood



Dwelling Setback from Street



Conventional Suburban Subdivision
With cul de sacs

Jeremy Weitz & Associates, Inc.
Planning & Development Consultants



Urban Density Community

VISION: Higher density, urban living environments.

USES AND DENSITIES: Acceptable uses include multi-family development (apartment complexes, townhouses, and manufactured home parks). Densities range from 6 to 12 units per acre.



Manufactured Home Park

MAJOR FEATURES: Master planned with high quality architecture, entrance landscaping, and recreational amenities.

REGULATIONS: To be implemented with existing multi-family residential zoning districts with design guidelines. Design review required.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Open space preservation, housing opportunities, infill development, urban sense of place.



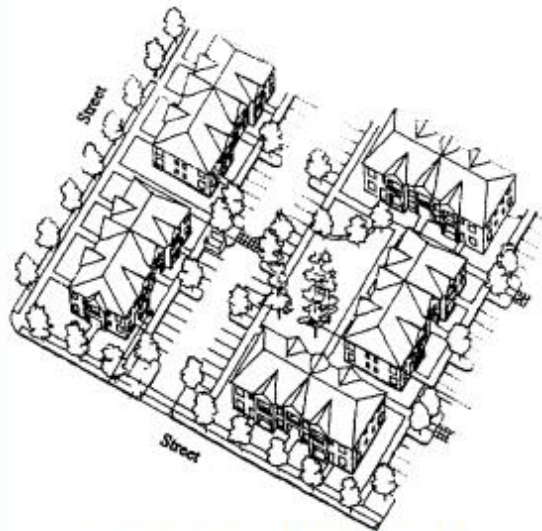
APARTMENT BUILDING



Typical Fee-Simple Townhouses



Apartments with Good Articulation of Buildings



Connectivity and Quality Design of Urban Density Communities



Proposal

Submitted by applicant:

Project Summary

LOCATION – Spout Springs Road & Capitola Farm Road

ACREAGE – 8.15 acres +/-

APPLICANT – NNP - Looper Lake, LLC

Summary

The accompanying application seeks a change of use from commercial to single family attached within the current PUD for Sterling on The Lake. The site would be developed for up to 65 townhomes with rear entry garages from either a public street or private alleyway. The townhome units will be 3 stories with a mix of architectural materials. A passive park area will be located near the entrance and sidewalks will provide both internal and external connections. The location and point of access will not impact current traffic flow within the Sterling on The Lake community. Completion of development is anticipated by 2022.

Site Description

The site has approximately 575 feet of frontage along the western right-of-way of Spout Springs Road and 650 feet of frontage along the southern right-of-way of Capitola Farm Road. The site is rectangular in shape with the majority being previously cleared and graded. A jurisdictional stream is located on the southern side of the property. Domestic water provided by the City of Gainesville is located in the right-of-way of Capitola Farm Road. Hall County sanitary sewer is located near the sites southwestern boundary line. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the purposes intended.

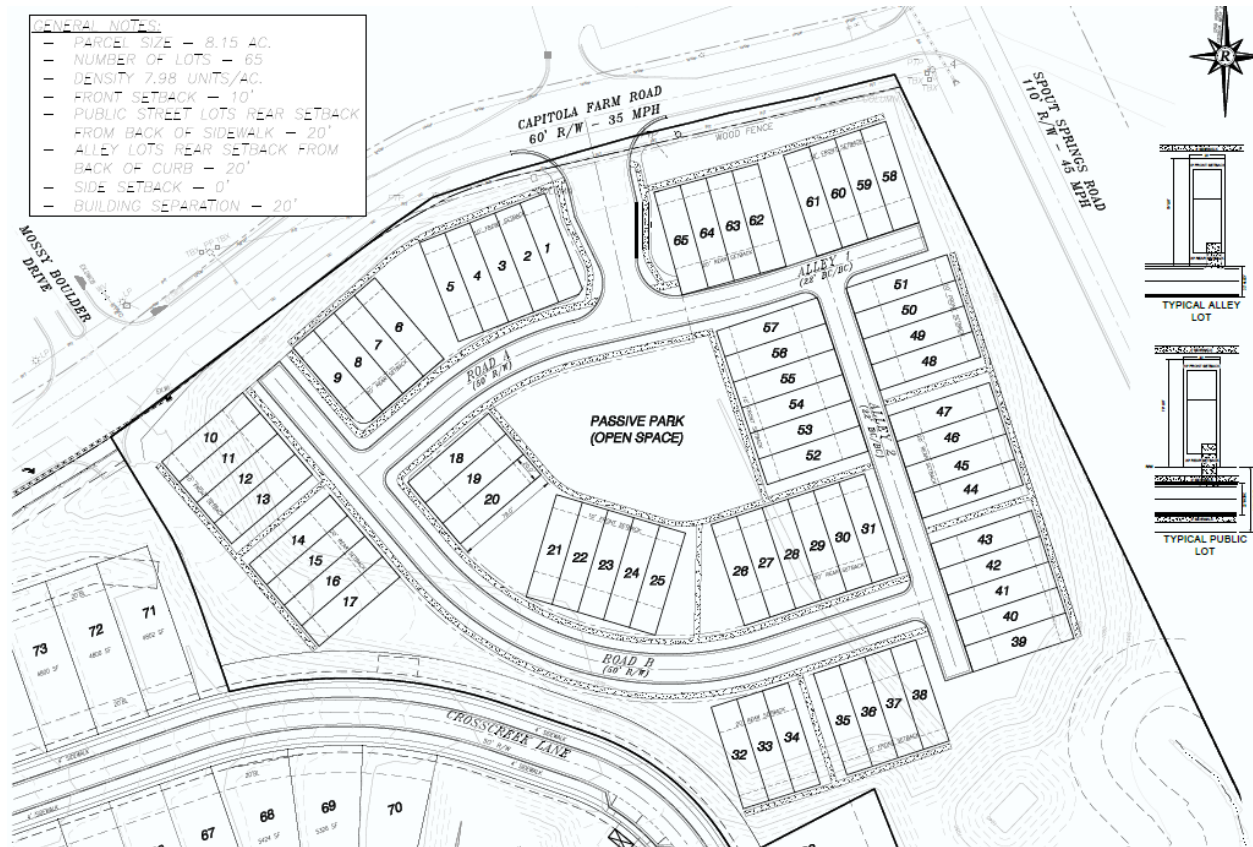
Access

A single point of access to the property is proposed from Capitola Farm Road, approximately 250 LF from its intersection with Spout Springs Road.

Development Strategy

The site has been previously marketed for commercial uses but has received only limited interest due to a lack of direct access to Spout Springs Road and the ongoing widening project. The proposed townhome product will fill a product type void that is not currently served in the Sterling on The Lake community. Two commercial tracts will remain at Spout Springs Road and Lake Sterling Boulevard.





GENERAL NOTES:

- PARCEL SIZE - 8.15 AC.
- NUMBER OF LOTS - 65
- DENSITY 7.98 UNITS/AC.
- FRONT SETBACK - 10'
- PUBLIC STREET LOTS REAR SETBACK FROM BACK OF SIDEWALK - 20'
- ALLEY LOTS REAR SETBACK FROM BACK OF CURB - 20'
- SIDE SETBACK - 0'
- BUILDING SEPARATION - 20'



Development Statistics for Townhome Tract Amendment Request

- (a) Maximum and proposed height of any structure; **35'**
- (b) Maximum and proposed gross square footage of the building area (nonresidential only); **N/A**
- (c) Color renderings of any proposed structures; **See attached**
- (d) Material list (with percentages) of any proposed structures;

All color schemes and exterior material selections must be submitted to the DRC for approval. A minimum of two exterior materials and a maximum of three exterior materials on each home is required.

 - Corner lots will be required to wrap the front elevation material around the side of the flanking street.
 - All homes with front elevations including masonry must wrap the same material around the corner of the home a minimum of 2 feet (with the exception of Pods A, B & C). Masonry materials and patterns must be submitted to the DRC for approval.
- (e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only); **65 units with a minimum heated floor area of 1400 SF**
- (f) Maximum and proposed lot coverage of building area (square feet and percent); **1000 SF with a lot coverage of 65%.**
- (g) Minimum and proposed square footage of landscaped area (square feet and percent); **15,000 SF in passive park area.**
- (h) Minimum, maximum and proposed number of parking spaces; **one space per unit provided in paved driveway.**
- (i) Other dimensional information as may be required by the Zoning Administrator. **TBD**







**City of Flowery Branch Rezoning Application
REQUEST FOR STATISTICAL INFORMATION
Sterling on the Lake – Townhome Tract**

1. Value of improvements at buildout:
 - Development cost - \$ 30,000 per lot
 - Vertical construction cost - \$ 120 per sf
2. Property tax revenue at buildout: (based on FMV of \$275,000)
 - Hall County - \$ 196,110
 - City of Flowery Branch - \$ 23,338

3. Schedule of construction;

- See below:

ITEM	START	FINISH
Design & Permitting	6/30/2021	8/29/2021
Land Development	9/3/2021	3/2/2022
Final Plat	3/12/2022	4/26/2022
Lot Sales	5/6/2022	5/31/2023
Residential CO's	7/20/2022	8/14/2023

4. Anticipated total square footage per unit:
 - 1400 sf minimum
5. Total acreage to be developed:
 - 7.95 acres in total
6. The Townhome Tract will contain approximately 0.25 acres in private rights-of-way.
7. The Townhome Tract will contain approximately 4.35 acres of open space/common area to be maintained by the existing HOA.
8. The Townhome Tract will contain approximately 1.05 acres of buffer and watershed protection.
 - A) The impervious buffer is applicable to the Townhome Tract.
 - B) No property lines may extend into the stream buffer.
 - C) The developer intends to dedicate street rights-of-way (where applicable) and storm sewer easements to the City of Flowery Branch.
9. Transportation alternatives:
 - The Townhome Tract will have a pedestrian link along Spout Springs Road to the remainder of the community.



10. Amenities for Sterling on the Lake total more than 15 acres and (at buildout) will include the following:

- Lakes and Trails
- 3 Clubhouses
- 5 Pools
- 4 Children's Playgrounds
- Multiple pocket parks
- Children's Treehouse
- 12 Tennis Courts
- 2 Fire pits
- Lakeside pavilion with grill
- Boat dock and launch
- ¾ Basketball Court
- Picnic Island

11. A minimum of 9 street lights are planned for the Townhome Tract with a maximum spacing of 150 feet.

12. The Townhome Tract will include approximately 3,500 linear feet of sidewalk containing approximately 216 cubic yards of concrete.

13. Homes in the Townhome Tract will have access to high speed internet to the extent available from the service provider.

14. The Townhome Tract will contain areas for providing detention, water quality and stream protection.

15. An updated traffic study has not been completed for the Townhome Tract as the overall density will remain within previously studied and approved maximums.

16. There are no provisions for utilization and storage of reuse water in this plan.

17. The Townhome Tract, as proposed, will generate approximately 17,550 gallons per day of wastewater flow.

18. The maximum daily water consumption is approximately 17,550 gallons per day. Low flow fixtures are required by the development.

19. A preliminary design has been completed in order to evaluate the proposed density.

20. Public safety requirements related to life safety codes have been considered in the concept design.

21. The Hall County school system has been provided density and build out projections for the entirety of the community.

22. Copies of master covenants and guidelines have been previously filed and recorded.



Sterling on the Lake – Project Narrative

Applicant seeks to amend the conceptual site plan and conditions of approval relating to ordinance no. 239I & 240I, for the master planned community on 1007.91 ± acres generally known as “Sterling on the Lake” located in the PUD (Planned Unit Development) zoned district. The development is located adjacent to the intersection of Capitola Farm Road and Spout Springs Road. The amended property is described as: (Townhome Tract) - a 8.15 acre parcel of real property owned by NNP Looper Lake LLC, being known as the “Townhome” tract identified as a portion of tax identification number 15047-000885 located in GMD 1270 Flowery Branch District, Hall County, Georgia.

- The Sterling on the Lake Master Planned Development was originally approved (annexed and rezoned) by the Flowery Branch City Council on November 16, 2001, per Ordinances 239 and 240.
- On February 1, 2006, City Council approved a modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-A and 240-A.
- On September 9, 2006, City Council approved a second modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-B and 240-B.
- On August 15, 2007, City Council approved a third modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-C and 240-C.
- On November 25, 2008, City Council approved a fourth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-D and 240-D.
- On March 26, 2011, City Council approved a fifth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-E and 240-E.
- On March 15, 2012, City Council approved a sixth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-F and 240-F.
- On February 18, 2016, City Council approved a seventh modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-G and 240-G.
- On May 4, 2017, City Council approved an eight modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-H and 240-H.



- On March 15, 2018, City Council approved a ninth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-I and 240-I.
- On July 1, 2019, City Council approved a tenth modification to the original conditions of Ordinance 239 and 240, per Ordinances 239-J and 240-J.
- Per Article 8, Section 8.4 and Section 8.10 of the Flowery Branch Zoning Ordinance, the original PUD approval must be amended by the Governing Body in order to incorporate changes to the master plan approval and PUD conditional zoning.

APPLICANT'S REQUEST

Townhome Tract – The Applicant is requesting an amendment to the PUD master plan for Sterling on The Lake Master Planned Development.

- The development shall be substantially in accordance with the "Rezoning Plan" submitted as a part of the application.
- The plan will include both public right-of-way and private alleyways as depicted on the "Rezoning Plan". Private alleyways will be maintained solely by the Townhome sub-association.
- Each dwelling unit is required to provide a two car garage and space for two cars in the driveway.
- All requirements imposed under this Ordinance shall be the standards of the development regardless of any change in ownership.
- The elevations will be consistent with the attached exhibits. All elevations shall be reviewed and approved by the DRC Committee prior to submittal to the City.
- No fencing is permitted within the front setback areas.
- The residential development within the overall PUD shall be limited to a maximum of 2,029 housing units for the entire 1,007.91 ± acre PUD, within the City of Flowery Branch at the time of this approval, as approved under this ordinance. If additional land is approved for inclusion as residential development within the PUD, the number of housing units to be permitted and the gross density of residential development portions of the site (excluding commercial, institutional, recreational, and open space uses) shall be established in the subsequent approval as an amendment to the Sterling on the Lake Conceptual Master Plan.
- The PUD shall designate and maintain at least 302 acres of permanent open space, or thirty percent (30%) of the total land area



contained within the PUD, whichever is greater. For purposes of this zoning condition, permanent open space shall include lakes, buffers, and passive or active parks and recreation of the property, including those lands administered by a homeowners association; provided, however, that any buffer area counted as open space shall not be used for active recreational facilities. The open space shall be substantially in accordance with the areas colored green on the "Master Plan for Sterling on the Lake" (i.e., binding site plan) as determined by the Zoning Administrator.



STATEMENTS OF FACT

Pursuant to Article 34 of the Flowery Branch Zoning Ordinance this amendment to the conceptual master site plan and conditions of approval relating to Ordinance No. 239 and 240 (as amended most recently dated March 25, 2018), to add the Bragg tract to the master plan, submit the following Statements of Fact:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The requested use is for a residential use and is consistent with the surrounding uses.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The proposed residential use of the property will not negatively impact any adjacent property as the both residential and commercial uses exist nearby.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *The property has been marketed for its current use for a number of years and has generated very little interest.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *The proposed residential use will not impact the existing infrastructure in comparison to the current use with the exception of schools where there could be a slight impact.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The property is shown as Neighborhood Commercial on the character area map but is surrounded by Suburban Residential.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *The demand for residential use is increasing while neighborhood commercial is declining in some areas. The lack of driveway from Spout Springs Road is challenging to the use of the property for commercial.*
- (g) Existing use(s) and zoning of the subject property and nearby properties. *Property to the east consists of a church campus, to the north a convenience store, to the west single family residential and to the south, undeveloped neighborhood commercial.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *The property has been marketed for its current use for a number of years and has generated very little interest. The lack of a driveway connection to Spout Springs is detrimental to its value for commercial development.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *The*



change of use is more compatible with the existing single family development to the west and will have no impact on the other adjacent uses.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The property is adjacent to an existing single family development and therefore would not create an isolated use.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. The character of this area includes both residential and commercial use so there should be no impact on the general character of the district.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Residential development is generally less intensive in its impact on the environmental issues mentioned.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. This change of use will not be harmful to the overall zoning scheme as other residential uses currently exists adjacent to the property.

Staff Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. Residential units are suitable as they are consistent with the surrounding area.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. The development will not adversely affect the area.
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. Yes, current zoning and designation as commercial has a reasonable economic use although the land has been available for some time.



- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Neighborhood Commercial" character area. The proposed use (townhomes) does not meet the intent of the Comprehensive Plan (see previous comments regarding the Comprehensive Plan as part of this staff report). However, the proposed zoning change does not alter the entirety of the area designated "Neighborhood Commercial" and, if approved, would leave two outparcels to be developed as commercial according to guidelines and rules established by the Comprehensive Plan and City codes.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *The demand for over 12 acres of commercial product at this location has not been high.*
- (g) Existing use(s) and zoning of the subject property and nearby properties. *Townhomes will become part of the Sterling on the Lake community.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning restrictions do not allow the proposed residential subdivision.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will not be a detriment to the area and may help to make the commercial properties more viable.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will meet the intent of the Zoning Ordinance.*



Site Plan



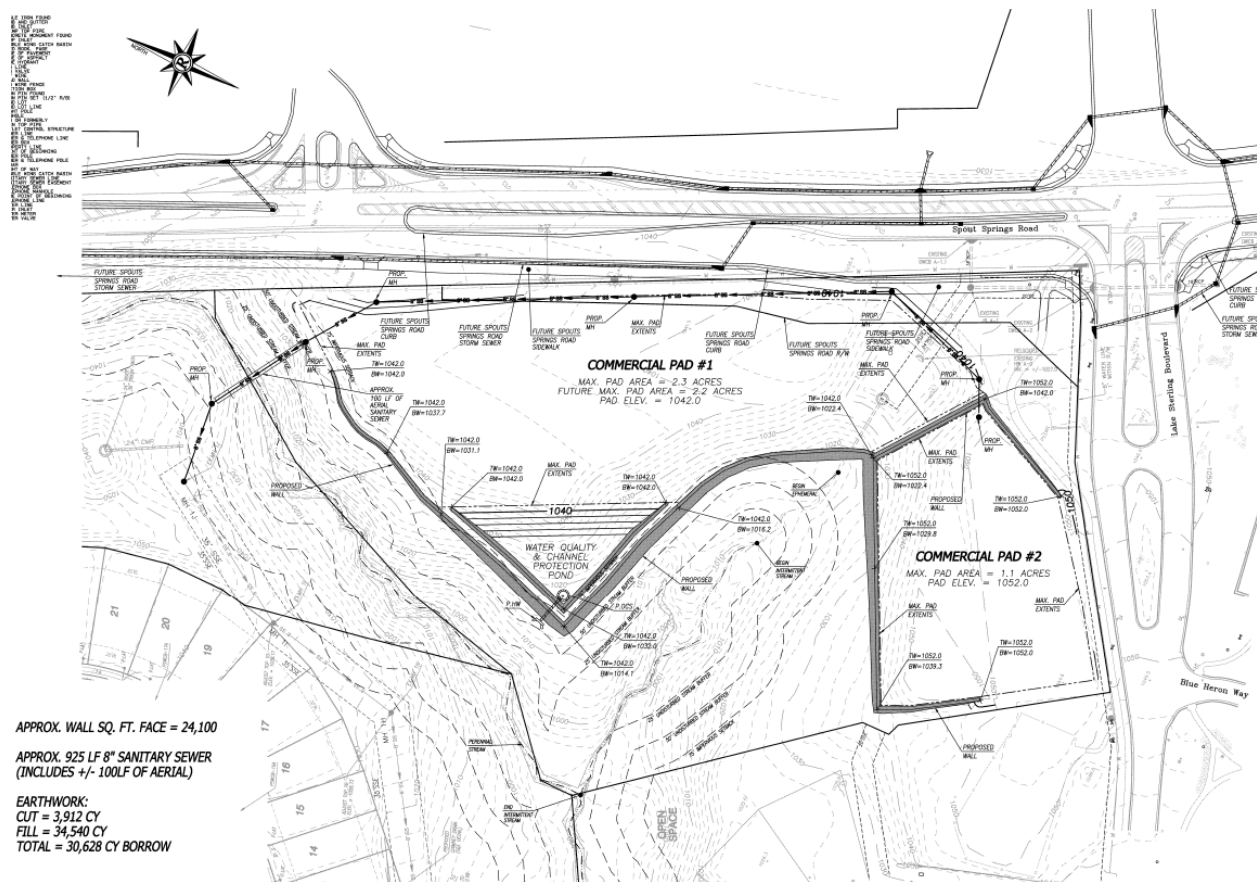
The site plan meets many of the standards the City looks for regarding layout and design. It contains sidewalks throughout, a central passive park, alley fed lots that face the street or the greenspace. The townhomes do not exceed the City desired runs of six and have two car garages. The only deficiency is a lack of extra parking for guests.



If approved, the commercial would be reduced to 4 +/- acres. Access to sites per applicant: When the commercial was discussed with GDOT they initially were ok with the plan to create (1) Right in/Right out on Spout Springs and potentially (1) right in only. The upper parcel would have a drive onto Lake Sterling Blvd. likely aligned with the breaks in the center islands to allow for left out egress from the site.

Site Concept plans will be submitted when the site is fully contracted, and a potential developer has completed site design.

GDOT was not comfortable with multiple Right in Right out entries on Spout Springs with the Church entry across the way and the traffic routing planned (Michigan Left) which has been a serious issue with the Capitola Farm Corner sites since the road improvements have been design and begun. Commercial and retail developers want direct access to Spout Springs, and the median and one-way directional limitations are a negative we have been unable to overcome.





A close-up of the area where the townhomes/reduced commercial would be located if approved.





The status of the overall development if the townhome project is approved. The original overall unit count is limited to 2,000. If approved, the townhome development would push that number to 2,018.

POD BREAKDOWN										1/14/2021
POD	40'	45/50	55/60	65	70/75	80/90	100	TH	ESTATE	TOTAL
MHP			5		5	7				17
A				85						85
B				69						69
C			48	37						85
D					30	9				39
E					32	39	7			78
F					31	20				51
G			6	32	24		6			68
H					76					76
I					43		9			52
J					75					75
K					45					45
L&M			38							38
N		74								74
O		44								44
P	22									22
Q	82									82
R								16		16
S							14			14
T		20	45	41						106
U			58	78						136
V&W		41		34	39					114
X						79				79
Y						36				36
Z									49	49
KNUTSON		108	35							143
POD Z12		22	20							42
HONEYCUT		178								178
BRAGG		36								36
J **						4				4
Capitola TH								65		65
TOTAL ALL	104	523	255	376	400	194	36	81	49	2018
Percent Total Lots	5%	26%	13%	19%	20%	10%	2%	4%	2%	Exceeds Zoning
									Difference	-18
							Zoning	2 units/acre		1007.91
							Zoned Units based upon 2/acre			2016



Traffic Impact Study

Staff has not requested a traffic study at this time due to the relatively small number of homes proposed. If Mayor and Council would like a study performed it is appropriate to make this request if it is done in a timely manner.

Staff Recommendation

Staff recommends approval with the following conditions:

1. All conditions of zoning as set forth in Ordinances 239 and 240 and all subsequent and relevant modifications shall apply to the development.
2. Townhomes shall be limited to runs of no more than six.
3. Development shall generally adhere to the site plan as submitted.
4. Driveways shall be 23' as measured from the back of curb.
5. Front entrance plans shall be submitted at the time of, or prior to, applications for monument signs. Said plans shall clearly describe and show the precise landscaping proposed.
6. Townhomes shall be constructed in a manner that significantly adheres to the elevations as submitted.
 - A. Material shall be limited to brick, stacked stone, cementitious fiber board, and board and batten.
 - B. Elevations shall be submitted for each townhome at the time of permit.
 - C. Architectural shingles shall be used throughout the development.



Commercial Parcels Marketing Timeline

June 2002:

NNP-Looper Lake, LLC (“NNP”) purchases the property that will become Sterling on the Lake

2003-2004:

NNP negotiates with Hall County for potential Library and YMCA locations

2005:

NNP enters into contract with Hall County for Library location

NNP establishes Commercial sales strategy for additional parcels

May 2006:

Commercial appraisals performed by:

- Carr, Lawson, Cantrell & Associates, Inc.
- Metro Appraisals, Inc.

Hall County Library parcel closes

2006-2012:

Commercial marketing paused due to economic conditions

May 2012:

NNP enters into Commercial Listing Agreement with Resource Real Estate Partners, LLC

- Agreement expires and is not extended due to minimal interest from potential purchasers

2013:

NNP engages Real Estate Economics to perform a Market Study, which determines that interest in commercial site is not sufficient to resume actively marketing the parcels

2016-2018:

NNP team resumes marketing the commercial parcels:

- Develops “Commercial Opportunities” brochure for potential buyers
- Places signs on the commercial parcels with contact information for NNP office
- Clears & grades sites
- Tracks interested end users / tenants and forwards details to potential commercial developers
- Engages The Nielson Company to provide Demographic Data reporting
- Engages HGOR to develop conceptual site plans
- Engages Hyatt & Stubblefield to develop governing documents for the Commercial Properties
- Collaborates with Newland’s Vice President of Commercial Real Estate to market the parcels to Newland’s commercial partners across the country

August 2018-Present:

NNP enters into Commercial Listing Agreement with The Norton Agency

- Norton aggressively markets the commercial tracts locally and nationally through advertising, signage, trade shows and networking and provides weekly status updates to NNP team

NNP continues to work with Newland’s Vice President of Commercial Real Estate to present the parcels to Newland’s commercial partners across the country



Community Pool Comparison and Amenity Overview

Community	# Units	Pools	Units per Pool
<i>Sterling on the Lake</i>	2018	5	404
Reunion	800	2	400
Villages at Deaton Creek	1150	2	575
Del Webb - Chateau Elan	850	2	425
Mundy Mill	1136	2	568
Cresswind Lanier	934	2	467
Twin Lakes - Hoschton	2100	3	700
Sterling Amenity Overview			
	ZONING	STERLING	
Open Space	20%	30%	
Walking Jogging Trail	Yes	Yes	3 miles +/-
Passive Parks	Yes	Yes	4 ac Linear Park, 6+ Pocket Parks
Lake Activities	Yes	Yes	Fishing, Boating
Recreation Centers	Yes	Yes	Main Clubhouse, The Lodge, The Retreat, Lakeside Pavillion
Lifestyles	Yes	Yes	
Interconnecting Sidewalks	Yes	Yes	
Neighborhood Connectivity	Yes	Yes	
Gate Option	Yes	Yes	The Retreat/Honeycutt
Pod X - Pool/Playground/Tennis	Yes	Yes	
Honeycutt - Tennis	Yes	Yes	
Lower Lake Available Recreation	Yes	Yes	Fishing, Boating
Lake Side Pavillion	NO	Yes	Large Pavillion with fireplace and benches
Fire Pit	NO	Yes	(1) Current, plus (1) new in the Retreat
Tennis Courts	4	12	
Playgrounds	NO	4	
Tree House	NO	Yes	(1) Custom built tree house
Private Gazebo	NO	Yes	(1) Pod X entry



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Hall County Intergovernmental Agreement to Conduct Municipal Elections

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

The County has been conducting City elections since 2012.

FACTS AND ISSUES:

To approve an IGA for the hosting of Flowery Branch's elections.

The City shall perform the following duties:

- Qualifying of candidates
- Act as filing officer for all financial statements with the State Ethics Commission
- Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication

The County shall be responsible for all elections materials, equipment, software, supplies, personnel and assistance to insure that required municipal elections shall be conducted in a safe, efficient, security and orderly fashion.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Elections - \$2,400

RECOMMENDATION:

Approve

SAMPLE MOTION:

I make a motion to approve the IGA with Hall County Board of Elections for election services.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [2021 IGA with Hall County to Perform Municipal Elections.pdf](#)
- [Executive Summary IGA Hall County Elections.pdf](#)
- [Agreement to Perform Municipal Elections - REDLINE 04-16-2020 \(01041089xA19C7\).pdf](#)

AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS

**STATE OF GEORGIA
COUNTY OF HALL**

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2021, by and among _____, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”), **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “County”); and the **HALL COUNTY BOARD OF ELECTIONS AND REGISTRATION**, a public agency of Hall County, Georgia (hereinafter referred to as the “Elections Board”);

WITNESSETH:

WHEREAS, the Elections Board has been created by and under the provisions of an act of the General Assembly of the State of Georgia (Ga. Laws 2014, page 4149, et seq.)(the “Act”), for the purpose of administering elections within the County; and

WHEREAS, the governing authority of any municipality may authorize the county within which said municipality wholly or partially lies to conduct any or all elections of said municipality; and

WHEREAS, the City is located wholly within the County and desires for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the County for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City has determined that it is economically feasible and desirable for the County, by and through the Elections Board, to conduct all municipal elections held for the City pursuant to the terms of this Agreement, as authorized by resolution of the City Council of _____, adopted _____, 2021; and

WHEREAS, the County has agreed to conduct municipal elections on behalf of the City, by and the Elections Board, pursuant to this Agreement, as authorized by a resolution of the Board of Commissioners of Hall County adopted _____, 2021, and a resolution of the Elections Board adopted _____, 2021; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and pursuant to the authority of O.C.G.A. §21-2-45, the parties agree as follows:

1. The City hereby requests, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City and the Elections Board agrees to conduct said elections, during the term of this Agreement and pursuant to the terms hereof.

2. The City shall furnish the Elections Board, in a timely manner, any and all documents necessary for the Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

3. The Elections Board shall review and update, with the assistance of the City, if requested, the voter rolls in order to have a current and certified list prior to any election.

4. The City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested and required by the Elections Board.

5. The Elections Board shall be responsible for providing all election materials, equipment, software, supplies, personnel, and assistance, to insure that required municipal elections shall be conducted in a safe, efficient, secure, and orderly fashion.

6. City shall perform the following duties:

- (i) Qualifying of candidates;
- (ii) Act as filing officer for all financial statements with the State Ethics Commission;
- (iii) Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication;

7. The County by and through the Elections Board shall exercise all powers and perform all duties as enumerated in the Act as well as provide all ancillary services necessary to facilitate the municipal elections of the City, with the exception of those duties to be performed by the City as detailed in paragraph 6 above.

8. The Elections Board shall certify the results of any municipal election conducted by said board on behalf of the City as provided by law. The certification process will be held at an appointed time agreed by the Election Director, who serves at the pleasure of the Elections Board, and the City Clerk of the City.

9. The City shall pay the County any and all costs and expenses associated with any election conducted on behalf of the City by the Elections Board. The County, by and through the Elections Board, shall provide the City with an invoice reflecting all expenses associated with each election in a timely manner. Payment shall then be remitted by the City in a timely manner following receipt of said invoice. Costs and expenses associated with an election may include, but are not limited to, salaries of poll workers, poll managers' fees, printed paper ballot cost, any advertisement costs and postage cost.

10. The City, County, and Elections Board hereby mutually agree to indemnify and hold harmless each other from and against any and all costs, claims, liabilities, losses or damages

whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with each party's obligations under this Agreement and the administration of elections pursuant hereto, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of another party, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this.

11. The City hereby agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as result of this Agreement.

12. In the event of any election contest involving the City, at the Election Board's discretion, the attorney for the City or the attorney who customarily represents the Elections Board in such matters may represent the Elections Board and Elections Director as. The City shall bear the costs of legal fees associated with any election contest involving the City.

13. The initial term of this Agreement shall begin on the date of execution hereof by all parties ("Effective Date") and shall terminate six (6) years after the Effective Date, on _____, 20____. This Agreement may be renewed by the parties by written agreement for up to a maximum of seven (7) successive terms. Any party may terminate this agreement at any time with or without reason by giving no less than 60 days written notice to the all other parties. In no event shall this Agreement, including all successive terms, be effective for more than fifty (50) years.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first mentioned above.

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

(SEAL)

Signatures continued on following page

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: _____
Richard Higgins, Chairman

Attest: _____
Lisa Ritchie, County Clerk

(SEAL)

**HALL COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Tom Smiley, Chairman

Attest: _____
Lori Wurtz, Director of Elections

(SEAL)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: IGA with Hall County Board of Elections for Elections

DATE: May 6, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: May 6, 2021

PURPOSE: To approve an IGA for the hosting of Flowery Branch's elections.

HISTORY: The County has been conducting City elections since 2012.

FACTS AND ISSUES:

The City shall perform the following duties:

- Qualifying of candidates
- Act as filing officer for all financial statements with the State Ethics Commission
- Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication

The County shall be responsible for all elections materials, equipment, software, supplies, personnel and assistance to insure that required municipal elections shall be conducted in a safe, efficient, security and orderly fashion.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the IGA with Hall County Board of Elections for election services.

DEPARTMENT: Administration

Prepared by: Vickie Short

AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS

**STATE OF GEORGIA
COUNTY OF HALL**

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2021, by and among _____, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”), **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “County”); and the **HALL COUNTY BOARD OF ELECTIONS AND REGISTRATION**, a public agency of Hall County, Georgia (hereinafter referred to as the “Elections Board”);

WITNESSETH:

WHEREAS, the Elections Board has been created by and under the provisions of an act of the General Assembly of the State of Georgia (Ga. Laws 2014, page 4149, et seq.)(the “Act”), for the purpose of administering elections within the County; and

WHEREAS, the governing authority of any municipality may authorize the county within which said municipality wholly or partially lies to conduct any or all elections of said municipality; and

WHEREAS, the City is located wholly within the County and desires for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the County for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City has determined that it is economically feasible and desirable for the County, by and through the Elections Board, to conduct all municipal elections held for the City pursuant to the terms of this Agreement, as authorized by resolution of the City Council of _____, adopted _____, 2021; and

WHEREAS, the County has agreed to conduct municipal elections on behalf of the City, by and the Elections Board, pursuant to this Agreement, as authorized by a resolution of the Board of Commissioners of Hall County adopted _____, 2021, and a resolution of the Elections Board adopted _____, 2021; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and pursuant to the authority of O.C.G.A. §21-2-45, the parties agree as follows:

1. The City hereby requests, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City and the Elections Board agrees to conduct said elections, during the term of this Agreement and pursuant to the terms hereof.

2. The City shall furnish the Elections Board, in a timely manner, any and all documents necessary for the Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

3. The Elections Board shall review and update, with the assistance of the City, if requested, the voter rolls in order to have a current and certified list prior to any election.

4. The City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested and required by the Elections Board.

5. The Elections Board shall be responsible for providing all election materials, equipment, software, supplies, personnel, and assistance, to insure that required municipal elections shall be conducted in a safe, efficient, secure, and orderly fashion.

6. City shall perform the following duties:

- (i) Qualifying of candidates;
- (ii) Act as filing officer for all financial statements with the State Ethics Commission;
- (iii) Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication;

7. The County by and through the Elections Board shall exercise all powers and perform all duties as enumerated in the Act as well as provide all ancillary services necessary to facilitate the municipal elections of the City, with the exception of those duties to be performed by the City as detailed in paragraph 6 above.

8. The Elections Board shall certify the results of any municipal election conducted by said board on behalf of the City as provided by law. The certification process will be held at an appointed time agreed by the Election Director, who serves at the pleasure of the Elections Board, and the City Clerk of the City.

9. The City shall pay the County any and all costs and expenses associated with any election conducted on behalf of the City by the Elections Board. The County, by and through the Elections Board, shall provide the City with an invoice reflecting all expenses associated with each election in a timely manner. Payment shall then be remitted by the City in a timely manner following receipt of said invoice. Costs and expenses associated with an election may include, but are not limited to, salaries of poll workers, poll managers' fees, printed paper ballot cost, any advertisement costs and postage cost.

10. The City, County, and Elections Board hereby mutually agree to indemnify and hold harmless each other from and against any and all costs, claims, liabilities, losses or damages

whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with each party's obligations under this Agreement and the administration of elections pursuant hereto, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of another party, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this.

11. The City hereby agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as result of this Agreement.

12. In the event of any election contest involving the City, at the Election Board's discretion, the attorney for the City or the attorney who customarily represents the Elections Board in such matters may represent the Elections Board and Elections Director as. The City shall bear the costs of legal fees associated with any election contest involving the City.

13. The initial term of this Agreement shall begin on the date of execution hereof by all parties ("Effective Date") and shall terminate six (6) years after the Effective Date, on _____, 20____. This Agreement may be renewed by the parties by written agreement for up to a maximum of seven (7) successive terms. Any party may terminate this agreement at any time with or without reason by giving no less than 60 days written notice to the all other parties. In no event shall this Agreement, including all successive terms, be effective for more than fifty (50) years.

14. Notwithstanding the foregoing, in the event that the City should determine that it would like to perform a certain municipal election without terminating this Agreement, the City shall provide the Elections Board with written notice as soon as reasonably practical after such determination is made, but in no event less than 60 days prior to the date when publication of the call of such election is required by law. The County and the Elections Board shall honor such request if notice thereof is timely.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first mentioned above.

By: _____
_____, **Mayor**

Attest: _____
_____, **City Clerk**

(SEAL)

Signatures continued on following page

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: _____
Richard Higgins, Chairman

Attest: _____
Lisa Ritchie, County Clerk

(SEAL)

**HALL COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Tom Smiley, Chairman

Attest: _____
Lori Wurtz, Director of Elections

(SEAL)

Document comparison by Workshare 10.0 on Friday, April 16, 2021 11:09:40 AM

Input:	
Document 1 ID	worldox://01039641.docx/2
Description	Agreement to Perform Municipal Elections - FORM
Document 2 ID	worldox://01039641.docx/3
Description	Agreement to Perform Municipal Elections - FORM
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	1



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 21-003 Certified City of Ethics

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

Flowery Branch has been a Certified City of Ethics for over 15 years.

FACTS AND ISSUES:

A resolution of the City Council of Flowery Branch, Georgia subscribing to certain ethics principles and pledging to conduct the affairs of the City Council of Flowery Branch, Georgia accordingly.

In January of 2005, April of 2009, January of 2013 and January of 2017, the City of Flowery Branch adopted an Ethics Ordinance and Resolution to become a Certified City of Ethics. To recertify as a City of Ethics, a current resolution signed by the majority of the governing body re-adopting the five ethics principles must be provided.

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create and environment of honesty, openness and integrity.

The City will be recognized as a City of Ethics at the GMA Annual Convention.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

No Funding is Necessary

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution 21-003 recertifying the City of Flowery Branch as a City of Ethics.

COLLABORATING DEPARTMENT:

DEPARTMENT:

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary Certified City of Ethics.pdf](#)
- [21-003 Ethics Resolution.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-003

DATE: May 6, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: May 6, 2021

PURPOSE: A resolution of the City Council of Flowery Branch, Georgia subscribing to certain ethics principles and pledging to conduct the affairs of the City Council of Flowery Branch, Georgia accordingly.

HISTORY: In January of 2005, April of 2009, January of 2013 and January of 2017, the City of Flowery Branch adopted an Ethics Ordinance and Resolution to become a Certified City of Ethics. To recertify as a City of Ethics, a current resolution signed by the majority of the governing body re-adopting the five ethics principles must be provided.

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create and environment of honesty, openness and integrity.

FACTS AND ISSUES:

The City will be recognized as a City of Ethics at the GMA Annual Convention.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 21-003 recertifying the City of Flowery Branch as a City of Ethics.

DEPARTMENT: Administration

Prepared by: Vickie Short

RESOLUTION NO. 21-003

**A RESOLUTION OF THE CITY COUNCIL OF FLOWERY BRANCH,
GEORGIA SUBSCRIBING TO CERTAIN ETHICS PRINCIPLES AND
PLEDGING TO CONDUCT THE AFFAIRS OF THE CITY COUNCIL OF
FLOWERY BRANCH, GEORGIA ACCORDINGLY**

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Flowery Branch, Georgia, wishes to remain certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the re-certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Flowery Branch, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Treat All People Fairly
- * Create an Environment of Honesty, Openness and Integrity
- * Use Resources with Efficiency and Economy
- * Use the Power of Our Position for the Well Being of Our Constituents

SO RESOLVED this 6th day of May, 2021.

James "Mike" Miller, Mayor

ATTEST:

Chris Mundy, Post 1

City Clerk, Vickie Short

Ed Asbridge, Post 2

APPROVED AS TO FORM:

Leslie Jarchow, Post 3

E. Ronald Bennett Jr., City Attorney

Joe Anglin, Post 4

Amy Farah, Post 5



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider April 1, 2021 Council Meeting Minutes

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [April 1, 2021 Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, April 1, 2021, 6:00 pm
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL PUBLIC HEARING TO ORDER:

Mayor Miller called the Public Hearing to order at 6:07 pm.

PRESENT: Mayor Mike Miller and Councilmembers Chris Mundy, Ed Asbridge, Leslie Jarchow and Joe Anglin.

Also present were Bill Andrew, City Manager, Vickie Short, City Clerk, Ron Bennett, City Attorney, Alisha Gamble, Finance Director, Rich Atkinson, Planner, David Spillers, Police Chief and Bill Whidden, Public Works Director.

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING:

Public Hearing to consider a request submitted by Fall Leaf Residential, LLC. to annex and rezone 6495 and 6509 McEver Road with the intent to develop and construct a townhome community.

Mr. Atkinson presented the details of the request:

- Annex into the City of Flowery Branch
- Rezone two parcels of land totaling 25+/- acres from Hall County HB and A-III to Flowery Branch R-3
- Construct a 173-townhome subdivision

Mr. Atkinson presented the overall site plan which includes 173 townhomes, a mix of front and rear entry, no runs over 6 and 38% consists of open space & buffers.

Staff recommendations and timeframe:

- No vote at this meeting
- Staff recommends approval with conditions as set forth in the staff report
- May 6th – Possible work session

- May 20th – first read and vote
- June 3rd – Possible work session
- June 17th –second read and final vote

Neil Hendee, representing the applicant, was available to ask several questions.

Mr. Asbridge asked if a traffic study had been done. The applicant said it was not planned but they would look into it.

Mr. Mundy expressed concern regarding the turn lanes and also asked about the plans for berms and the topography of the development.

Mayor Miller asked about the price point of the development. The applicant representative replied the homes would be in the high \$200's into \$300's and the number of bedrooms would be 3+.

Ms. Jarchow asked if architectural shingles would be in the plan. Applicant stated that would not have a problem with that.

Ms. Farah asked to see samples of other completed developments.

The applicant also answered several additional questions.

In Favor:

Nathan Glen, 6513 Vista Glen Drive, Flowery Branch, GA 30542
Barbara Westfall, 6157 Gaines Ferry Road, Flowery Branch, GA 30542

Against:

Jordan Sienkiewicz, 6213 York Town Court, Flowery Branch, GA 30542
John Vick, 6625 Lake Run Drive, Flowery Branch, GA 30542
Brian Wearne, 6517 Vista Glen Drive, Flowery Branch, GA 30542
Kenneth & Patricia Deluca-Kerr, 6238 Cove Creek Drive, Flowery Branch, GA 30542
Michael Palinkas, 6706 Great Water Drive, Flowery Branch, GA 30542

Mayor Miller closed the public hearing at 7:01 pm.

A Public Hearing to consider a 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.

Mr. Atkinson presented the details of the rezoning request. Currently, the entire parcel (12 +/- acres) is zoned PUD and is designated as for sale commercial/retail property. Applicant is requesting 8 +/- acres be removed from the commercial/retail development classification allowing for the construction of approximately 65 townhomes.

The “Neighborhood Commercial” character area does not contemplate residential uses. Applicant proposes leaving 4 +/- acres as commercial. These parcels would keep the “Neighborhood Commercial” character area designation. The remaining land (8 +/- acres) would not fit the “Suburban Neighborhood” character area designation that Sterling on the Lake currently holds, rather it would need to be reclassified as, “Urban Density Community”.

Staff recommends approval. The design meets the standards that the City has always asked for – connectivity, rear access, open space, landscaping, etc. The proposed development leaves acreage for potential commercial while adding a well-designed townhome component to SOTL.

Both Mr. Asbridge and Ms. Farah expressed concern about the original commercial real estate listing not being successful. Mr. Whitaker responded that the current economy as well as the Spout Springs Road construction has hindered the sale of the property. Ms. Farah would still prefer waiting until the Spout Springs Road construction is finalized before making this change.

Mr. Mundy confirmed that the Commercial Pad #2 was 4 acres.

Mr. Anglin stated a concern regarding tennis court availability for the new of residents in the neighborhood.

Ms. Jarchow asked if the City could place a restriction on excluding gas stations going forward.

In Favor:

Linda Williams, 6457 Cross Creek Lane, Flowery Branch, GA 30542

Against:

Donald and Joyce Healy, 7333 Lazy Hammock Way, Flowery Branch, GA 30542
Linda Jones, 7603 Sleepy Lagoon Way, Flowery Branch, GA 30542

Mayor Miller closed the public hearing at 8:02 pm.

NEW BUSINESS -WORK SESSION:

Public Hearing to consider a request submitted by Fall Leaf Residential, LLC. to annex and rezone 6495 and 6509 McEver Road with the intent to develop and construct a townhome community.

No additional comments/questions.

A Public Hearing to consider a 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.

No additional comments/questions.

Consider Beer and Wine License for JP McEver Road located at 5512 McEver Road, Ste. 104.

Ms. Short presented the application for a beer/wine license for JP McEver Road. The application has been processed and reviewed and is in order for the Council's approval.

Automated External Defibrillator (AED) Budget Adjustment Request

Ms. Gamble presented the budget adjustment request.

DEPARTMENT REPORTS:

Mayor Report

Mayor Miller announced he will not be seeking re-election in November 2021.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 8:08 pm.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 8:08 pm.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

Consider February 18, 2021 Meeting Minutes

Consider March 4, 2021 Meeting Minutes

Consider March 11, 2021 Special Called Meeting Minutes

Consider Beer and Wine License for JP McEver Road located at 5512 McEver Road, Ste. 104.

Consider Mayor Mike Miller Per Diem

There was a motion made to approve the consent agenda.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Chris Mundy, Amy Farah
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Automated External Defibrillator (AED) Budget Adjustment Request

There was a motion made to approve a budget adjustment to move \$10,000 from Council and Mayor's department budget to Police-Small Equipment to purchase six AED (Automated External Defibrillator) devices.

MOTION: Chris Mundy
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Chris Mundy, Amy Farah
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 8:09 pm for matters related to acquisition/disposition of real estate.

MOTION: Amy Farah
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Chris Mundy, Amy Farah
NAYS: None
Motion carried

There was a motion made to reconvene open session at 8:34 pm.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Chris Mundy, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 8:34 pm.

MOTION: Chris Mundy

SECOND: Ed Asbridge

AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Chris Mundy, Amy Farah

NAYS: None

Motion carried

Mayor – Mike Miller

Date

City Clerk – Vickie Short



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Hall County Intergovernmental Agreement to Conduct Municipal Elections

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

The County has been conducting City elections since 2012.

FACTS AND ISSUES:

To approve an IGA for the hosting of Flowery Branch's elections.

The City shall perform the following duties:

- Qualifying of candidates
- Act as filing officer for all financial statements with the State Ethics Commission
- Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication

The County shall be responsible for all elections materials, equipment, software, supplies, personnel and assistance to insure that required municipal elections shall be conducted in a safe, efficient, security and orderly fashion.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Elections - \$2,400

RECOMMENDATION:

Approve

SAMPLE MOTION:

I make a motion to approve the IGA with Hall County Board of Elections for election services.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [2021 IGA with Hall County to Perform Municipal Elections.pdf](#)
- [Executive Summary IGA Hall County Elections.pdf](#)
- [Agreement to Perform Municipal Elections - REDLINE 04-16-2020 \(01041089xA19C7\).pdf](#)

AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS

**STATE OF GEORGIA
COUNTY OF HALL**

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2021, by and among _____, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”), **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “County”); and the **HALL COUNTY BOARD OF ELECTIONS AND REGISTRATION**, a public agency of Hall County, Georgia (hereinafter referred to as the “Elections Board”);

WITNESSETH:

WHEREAS, the Elections Board has been created by and under the provisions of an act of the General Assembly of the State of Georgia (Ga. Laws 2014, page 4149, et seq.)(the “Act”), for the purpose of administering elections within the County; and

WHEREAS, the governing authority of any municipality may authorize the county within which said municipality wholly or partially lies to conduct any or all elections of said municipality; and

WHEREAS, the City is located wholly within the County and desires for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the County for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City has determined that it is economically feasible and desirable for the County, by and through the Elections Board, to conduct all municipal elections held for the City pursuant to the terms of this Agreement, as authorized by resolution of the City Council of _____, adopted _____, 2021; and

WHEREAS, the County has agreed to conduct municipal elections on behalf of the City, by and the Elections Board, pursuant to this Agreement, as authorized by a resolution of the Board of Commissioners of Hall County adopted _____, 2021, and a resolution of the Elections Board adopted _____, 2021; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and pursuant to the authority of O.C.G.A. §21-2-45, the parties agree as follows:

1. The City hereby requests, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City and the Elections Board agrees to conduct said elections, during the term of this Agreement and pursuant to the terms hereof.

2. The City shall furnish the Elections Board, in a timely manner, any and all documents necessary for the Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

3. The Elections Board shall review and update, with the assistance of the City, if requested, the voter rolls in order to have a current and certified list prior to any election.

4. The City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested and required by the Elections Board.

5. The Elections Board shall be responsible for providing all election materials, equipment, software, supplies, personnel, and assistance, to insure that required municipal elections shall be conducted in a safe, efficient, secure, and orderly fashion.

6. City shall perform the following duties:

- (i) Qualifying of candidates;
- (ii) Act as filing officer for all financial statements with the State Ethics Commission;
- (iii) Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication;

7. The County by and through the Elections Board shall exercise all powers and perform all duties as enumerated in the Act as well as provide all ancillary services necessary to facilitate the municipal elections of the City, with the exception of those duties to be performed by the City as detailed in paragraph 6 above.

8. The Elections Board shall certify the results of any municipal election conducted by said board on behalf of the City as provided by law. The certification process will be held at an appointed time agreed by the Election Director, who serves at the pleasure of the Elections Board, and the City Clerk of the City.

9. The City shall pay the County any and all costs and expenses associated with any election conducted on behalf of the City by the Elections Board. The County, by and through the Elections Board, shall provide the City with an invoice reflecting all expenses associated with each election in a timely manner. Payment shall then be remitted by the City in a timely manner following receipt of said invoice. Costs and expenses associated with an election may include, but are not limited to, salaries of poll workers, poll managers' fees, printed paper ballot cost, any advertisement costs and postage cost.

10. The City, County, and Elections Board hereby mutually agree to indemnify and hold harmless each other from and against any and all costs, claims, liabilities, losses or damages

whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with each party's obligations under this Agreement and the administration of elections pursuant hereto, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of another party, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this.

11. The City hereby agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as result of this Agreement.

12. In the event of any election contest involving the City, at the Election Board's discretion, the attorney for the City or the attorney who customarily represents the Elections Board in such matters may represent the Elections Board and Elections Director as. The City shall bear the costs of legal fees associated with any election contest involving the City.

13. The initial term of this Agreement shall begin on the date of execution hereof by all parties ("Effective Date") and shall terminate six (6) years after the Effective Date, on _____, 20____. This Agreement may be renewed by the parties by written agreement for up to a maximum of seven (7) successive terms. Any party may terminate this agreement at any time with or without reason by giving no less than 60 days written notice to the all other parties. In no event shall this Agreement, including all successive terms, be effective for more than fifty (50) years.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first mentioned above.

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

(SEAL)

Signatures continued on following page

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: _____
Richard Higgins, Chairman

Attest: _____
Lisa Ritchie, County Clerk

(SEAL)

**HALL COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Tom Smiley, Chairman

Attest: _____
Lori Wurtz, Director of Elections

(SEAL)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: IGA with Hall County Board of Elections for Elections

DATE: May 6, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: May 6, 2021

PURPOSE: To approve an IGA for the hosting of Flowery Branch's elections.

HISTORY: The County has been conducting City elections since 2012.

FACTS AND ISSUES:

The City shall perform the following duties:

- Qualifying of candidates
- Act as filing officer for all financial statements with the State Ethics Commission
- Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication

The County shall be responsible for all elections materials, equipment, software, supplies, personnel and assistance to insure that required municipal elections shall be conducted in a safe, efficient, security and orderly fashion.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the IGA with Hall County Board of Elections for election services.

DEPARTMENT: Administration

Prepared by: Vickie Short

AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS

**STATE OF GEORGIA
COUNTY OF HALL**

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2021, by and among _____, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”), **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “County”); and the **HALL COUNTY BOARD OF ELECTIONS AND REGISTRATION**, a public agency of Hall County, Georgia (hereinafter referred to as the “Elections Board”);

WITNESSETH:

WHEREAS, the Elections Board has been created by and under the provisions of an act of the General Assembly of the State of Georgia (Ga. Laws 2014, page 4149, et seq.)(the “Act”), for the purpose of administering elections within the County; and

WHEREAS, the governing authority of any municipality may authorize the county within which said municipality wholly or partially lies to conduct any or all elections of said municipality; and

WHEREAS, the City is located wholly within the County and desires for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the County for the County, by and through the Elections Board, to conduct the municipal elections of the City; and

WHEREAS, the City has determined that it is economically feasible and desirable for the County, by and through the Elections Board, to conduct all municipal elections held for the City pursuant to the terms of this Agreement, as authorized by resolution of the City Council of _____, adopted _____, 2021; and

WHEREAS, the County has agreed to conduct municipal elections on behalf of the City, by and the Elections Board, pursuant to this Agreement, as authorized by a resolution of the Board of Commissioners of Hall County adopted _____, 2021, and a resolution of the Elections Board adopted _____, 2021; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and pursuant to the authority of O.C.G.A. §21-2-45, the parties agree as follows:

1. The City hereby requests, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City and the Elections Board agrees to conduct said elections, during the term of this Agreement and pursuant to the terms hereof.

2. The City shall furnish the Elections Board, in a timely manner, any and all documents necessary for the Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

3. The Elections Board shall review and update, with the assistance of the City, if requested, the voter rolls in order to have a current and certified list prior to any election.

4. The City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested and required by the Elections Board.

5. The Elections Board shall be responsible for providing all election materials, equipment, software, supplies, personnel, and assistance, to insure that required municipal elections shall be conducted in a safe, efficient, secure, and orderly fashion.

6. City shall perform the following duties:

- (i) Qualifying of candidates;
- (ii) Act as filing officer for all financial statements with the State Ethics Commission;
- (iii) Review and approve all calls of election prepared by the Elections Board for accuracy prior to Publication;

7. The County by and through the Elections Board shall exercise all powers and perform all duties as enumerated in the Act as well as provide all ancillary services necessary to facilitate the municipal elections of the City, with the exception of those duties to be performed by the City as detailed in paragraph 6 above.

8. The Elections Board shall certify the results of any municipal election conducted by said board on behalf of the City as provided by law. The certification process will be held at an appointed time agreed by the Election Director, who serves at the pleasure of the Elections Board, and the City Clerk of the City.

9. The City shall pay the County any and all costs and expenses associated with any election conducted on behalf of the City by the Elections Board. The County, by and through the Elections Board, shall provide the City with an invoice reflecting all expenses associated with each election in a timely manner. Payment shall then be remitted by the City in a timely manner following receipt of said invoice. Costs and expenses associated with an election may include, but are not limited to, salaries of poll workers, poll managers' fees, printed paper ballot cost, any advertisement costs and postage cost.

10. The City, County, and Elections Board hereby mutually agree to indemnify and hold harmless each other from and against any and all costs, claims, liabilities, losses or damages

whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with each party's obligations under this Agreement and the administration of elections pursuant hereto, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of another party, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this.

11. The City hereby agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as result of this Agreement.

12. In the event of any election contest involving the City, at the Election Board's discretion, the attorney for the City or the attorney who customarily represents the Elections Board in such matters may represent the Elections Board and Elections Director as. The City shall bear the costs of legal fees associated with any election contest involving the City.

13. The initial term of this Agreement shall begin on the date of execution hereof by all parties ("Effective Date") and shall terminate six (6) years after the Effective Date, on _____, 20____. This Agreement may be renewed by the parties by written agreement for up to a maximum of seven (7) successive terms. Any party may terminate this agreement at any time with or without reason by giving no less than 60 days written notice to the all other parties. In no event shall this Agreement, including all successive terms, be effective for more than fifty (50) years.

14. Notwithstanding the foregoing, in the event that the City should determine that it would like to perform a certain municipal election without terminating this Agreement, the City shall provide the Elections Board with written notice as soon as reasonably practical after such determination is made, but in no event less than 60 days prior to the date when publication of the call of such election is required by law. The County and the Elections Board shall honor such request if notice thereof is timely.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first mentioned above.

By: _____
_____, **Mayor**

Attest: _____
_____, **City Clerk**

(SEAL)

Signatures continued on following page

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: _____
Richard Higgins, Chairman

Attest: _____
Lisa Ritchie, County Clerk

(SEAL)

**HALL COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Tom Smiley, Chairman

Attest: _____
Lori Wurtz, Director of Elections

(SEAL)

Document comparison by Workshare 10.0 on Friday, April 16, 2021 11:09:40 AM

Input:	
Document 1 ID	worldox://01039641.docx/2
Description	Agreement to Perform Municipal Elections - FORM
Document 2 ID	worldox://01039641.docx/3
Description	Agreement to Perform Municipal Elections - FORM
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	1



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 21-003 Certified City of Ethics

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

Flowery Branch has been a Certified City of Ethics for over 15 years.

FACTS AND ISSUES:

A resolution of the City Council of Flowery Branch, Georgia subscribing to certain ethics principles and pledging to conduct the affairs of the City Council of Flowery Branch, Georgia accordingly.

In January of 2005, April of 2009, January of 2013 and January of 2017, the City of Flowery Branch adopted an Ethics Ordinance and Resolution to become a Certified City of Ethics. To recertify as a City of Ethics, a current resolution signed by the majority of the governing body re-adopting the five ethics principles must be provided.

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create and environment of honesty, openness and integrity.

The City will be recognized as a City of Ethics at the GMA Annual Convention.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

No Funding is Necessary

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution 21-003 recertifying the City of Flowery Branch as a City of Ethics.

COLLABORATING DEPARTMENT:

DEPARTMENT:

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary Certified City of Ethics.pdf](#)
- [21-003 Ethics Resolution.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 21-003

DATE: May 6, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: May 6, 2021

PURPOSE: A resolution of the City Council of Flowery Branch, Georgia subscribing to certain ethics principles and pledging to conduct the affairs of the City Council of Flowery Branch, Georgia accordingly.

HISTORY: In January of 2005, April of 2009, January of 2013 and January of 2017, the City of Flowery Branch adopted an Ethics Ordinance and Resolution to become a Certified City of Ethics. To recertify as a City of Ethics, a current resolution signed by the majority of the governing body re-adopting the five ethics principles must be provided.

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create and environment of honesty, openness and integrity.

FACTS AND ISSUES:

The City will be recognized as a City of Ethics at the GMA Annual Convention.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 21-003 recertifying the City of Flowery Branch as a City of Ethics.

DEPARTMENT: Administration

Prepared by: Vickie Short

RESOLUTION NO. 21-003

**A RESOLUTION OF THE CITY COUNCIL OF FLOWERY BRANCH,
GEORGIA SUBSCRIBING TO CERTAIN ETHICS PRINCIPLES AND
PLEDGING TO CONDUCT THE AFFAIRS OF THE CITY COUNCIL OF
FLOWERY BRANCH, GEORGIA ACCORDINGLY**

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Flowery Branch, Georgia, wishes to remain certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the re-certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Flowery Branch, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Treat All People Fairly
- * Create an Environment of Honesty, Openness and Integrity
- * Use Resources with Efficiency and Economy
- * Use the Power of Our Position for the Well Being of Our Constituents

SO RESOLVED this 6th day of May, 2021.

James "Mike" Miller, Mayor

ATTEST:

Chris Mundy, Post 1

City Clerk, Vickie Short

Ed Asbridge, Post 2

APPROVED AS TO FORM:

Leslie Jarchow, Post 3

E. Ronald Bennett Jr., City Attorney

Joe Anglin, Post 4

Amy Farah, Post 5



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Mayor Miller Per Diem

COUNCIL MEETING DATE: May 6, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Mayor Miller Per Diem.pdf](#)



**CITY OF FLOWERY BRANCH
MAYOR & COUNCIL ATTENDANCE SHEET
PER DIEM PAY**

NAME Mike Miller MONTH/YEAR April 2021

	MEETING DATE	DESCRIPTION OF MEETING
1	4/16/2021	EDC
2	4/20/2021	Makita Groundbreaking
3	4/23/2021	Chamber Hackers Event
4	4/30/2021	Govt day Dacula Elementary School
5		

My signature certifies that I am eligible to be paid for 4 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$200.00 (\$50.00 per mtg)

Signature