



**City of Flowery Branch
City Council Meeting
Thursday, May 21, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL WORK SESSION TO ORDER:

HOW TO JOIN THE MEETING: - Council Meeting May 21, 2020
Thu, May 21, 2020 6:00 PM - 9:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/395370749>

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 395-370-749

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<https://global.gotomeeting.com/install/395370749>

NEW BUSINESS -WORK SESSION:

- Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority
[LCRSWA Contract DRAFT 20.04.24.pdf](#)
[LCRSWA Biosolids Exec Summary 20.05.21.pdf](#)
- Wastewater Biosolids Contract with the Oak Grove Landfill
[Republic Oak Grove Contract 2020.pdf](#)
[Republic Oak Grove Contract 2020.pdf](#)
- Debbie Lane Water Line Upgrade Construction Bid Award & Authority for the Mayor to Sign Contract
[Debbie Lane Certified Bid Tab.pdf](#)
[Ltr of Recommendation for Debbie Lane.pdf](#)
- Consider elevations submitted for approval by Mr. Gee Harvey for the Bell Road subdivision.
[575 A.pdf](#)
[576 A.pdf](#)
[Bell Drive Property Additional Elevations.pdf](#)
- Consider Beer and Wine License for the Circle K Gas Station at 5775 Phil Niekro Blvd.
[Executive Summary.pdf](#)
[5775 PNB Location.pdf](#)
- Review of Roadbotics Study and Implications for Road Maintenance in our Capital Improvement Program Budget - Rich Edinger, Clark Patterson Lee

[FB PavementAssessment Apr2020_ARCHE.pdf](#)

[Flowery Branch 2019-20 Pavement Assessment Report 5-6-2020.pdf](#)

[FloweryBranchGA_wRBratings_CPL20.xlsx](#)

[Exec Summary for Roadbotics Report.pdf](#)

- Resolution 20-014 a request for road abandonment by NNP-Looper Lake, LLC.

[Resolution 20-014 SOTL.docx](#)

[Exhibit A.pdf](#)

[IMG_3172.jpg](#)

- Applying for the Tree City USA Program

[CPL FB Tree Cty USA Program Proposal 20.04.20.pdf](#)

[Exec Summary for Tree City USA.pdf](#)

- Consider Resolution 20-015 a request to abandon Bragg Road.

[Bragg Road for Granicus.pdf](#)

[Bragg Road 239 J Rezoning Ordinance ERB Rev.pdf](#)

[Bragg_Road_Resolution ERB Rev.docx](#)

- Service contract proposal for Pall Aria Micro-Filtration System

[Executive Summary - Pall Service Contract 4-17-2020.pdf](#)

[City of Flowery Branch Service Contract Proposal 2020 R4.pdf](#)

DEPARTMENT REPORTS: -

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

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider Beer and Wine License for the Circle K Gas Station at 5775 Phil Niekro Blvd.
[Executive Summary.pdf](#)
[5775 PNB Location.pdf](#)
- Per Diem-James Miller
[James Miller Per Diem.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider Formal Financial Policies: Expenditures Policy and Capital Policy
[Executive Summary - 3rd Set of Financial Policies.pdf](#)

[Expenditures Policy.pdf](#)

[Capital Policy .pdf](#)

- Consider - 2nd Reading of Ordinance # 587; an annexation request submitted by All Awesome properties to bring a .96 +/- acre tract of land known as 6490 McEver Road into the corporate City-limits of Flowery Branch.
[Applications as submitted.pdf](#)
[McEver Road Corridor.pptx](#)
[McEver Whitehorse staff report.pdf](#)
[Annexation Ordinance - All Awesome Properties FINAL.pdf](#)
[Ackerman withdrawal.pdf](#)
- Consider - 2nd Reading of Ordinance # 588; an annexation request submitted by Whitehorse, LLC.to bring an 8.84 +/- acre tract of land known as 6509 McEver Road into the corporate City-limits of Flowery Branch.
[Annexation Ordinance Whitehorse 1 FINAL.pdf](#)
[Ackerman withdrawal.pdf](#)
- Consider - 2nd Reading of Ordinance # 589; an annexation request submitted by Whitehorse, LLC.to bring an 34.5 +/- acre tract of land known as 6533 McEver Road into the corporate City-limits of Flowery Branch.
[Annexation Ordinance Whitehorse 2 FINAL.pdf](#)
[Ackerman withdrawal.pdf](#)
- Consider - 2nd Reading of Ordinance #591 a request to rezone 6409 McEver Road from Hall County ARIII to Flowery Branch PUD.
[Rezoning All Awesome Properties FINAL.pdf](#)
[Ackerman withdrawal.pdf](#)
- Consider - 2nd Reading of Ordinance #593 a request to rezone 6533 McEver Road from Hall County ARIII to Flowery Branch PUD.
[Rezoning Ordinance Whitehorse 2 FINAL.pdf](#)
[Ackerman withdrawal.pdf](#)

NEW BUSINESS - VOTING SESSION:

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[Ltr of Recommendation for Debbie Lane.pdf](#)
- Resolution 20-014 a request for road abandonment by NNP-Looper Lake, LLC.
[Resolution 20-014 SOTL.docx](#)
[Exhibit A.pdf](#)
[IMG_3172.jpg](#)
- Service contract proposal for Pall Aria Micro-Filtration System
[Executive Summary - Pall Service Contract 4-17-2020.pdf](#)

[City of Flowery Branch Service Contract Proposal 2020 R4.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: Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

Hall County also has the same cost structure in a contract with Lamar County Regional Solid Waste Authority.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge, and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually.

The new cost is based on \$100/ton which is broken down by \$75/ton for the landfill cost and \$25/ton for the transportation fee. In January 2020, we had 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [LCRSWA Contract DRAFT 20.04.24.pdf](#)
- [LCRSWA Biosolids Exec Summary 20.05.21.pdf](#)

Jimmy Dean

From: johnny poore <jspoore@gmail.com>
Sent: Thursday, April 23, 2020 4:35 PM
To: Jimmy Dean
Cc: LCRSWA LCRSWA
Subject: Draft sludge disposal contract
Attachments: Flowery Branch Lamar County IGA.docx

Good afternoon Jimmy.

As we discussed attached is the draft contract for sludge disposal at out facility beginning July 1, 2020. Please review and let me know if you see any changes needed. It should be identical in content to the Hall County contract except for dates. If it looks good to you I will send you hard copies for signature.

Thank you.

Johnny Poore
Executive Director
LCRSWA

STATE OF GEORGIA

CITY OF FLOWERY BRANCH

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 1ST day of July, 2020, by and between **FLOWERY BRANCH, GEORGIA**, 5410 Pine Street, Flowery Branch, Georgia 30542 (the “City”), and the **LAMAR COUNTY REGIONAL SOLID WASTE AUTHORITY**, a political subdivision of the State of Georgia (“LCRSWA”).

WITNESSETH:

WHEREAS, the parties desire to enter into an Intergovernmental Agreement whereby the City will deposit sludge into the Cedar Grove Landfill located in Barnesville, Georgia owned by LCRSWA, and LCRSWA will charge the City on a per ton basis for accepting such sludge; and

WHEREAS, the City shall be authorized to deposit not more than 55 tons of sludge per week at the landfill; and

WHEREAS, LCRSWA shall charge the City at an initial rate of \$75 per ton for acceptance of such sludge; and

WHEREAS, the parties desire to provide for adjustment of the per ton rate for acceptance of the sludge on terms that are acceptable to both parties; and

WHEREAS, the parties now desire to enter into this Agreement for the purpose of memorializing the obligations of the City and LCRSWA;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual provisions set forth herein and other good and valuable consideration, said parties hereby agree as follows:

1. Premises Incorporated. The foregoing provisions are incorporated herein and made a part of this Agreement.

2. Term. The initial term of this Agreement shall commence immediately upon execution by the last party hereto and shall terminate on June 30, 2021. This Agreement shall automatically renew for four additional one-year terms unless either party provides thirty-days written notice to the other of termination of this Agreement prior to May 1st of the applicable renewal term.

3. LCRSWA agrees to accept up to 55 tons of sludge from Flowery Branch per week at its Cedar Grove Landfill.

4. During the initial term of this Agreement, the City shall pay LCRSWA \$75 per ton for sludge deposited at the landfill. In the event that either party wishes to modify such price per ton of sludge after the initial term of this Agreement, such party shall provide at least a sixty-day notice to the other of its intent to modify. If the parties do not agree to a modification of the price per ton of sludge by May 1st of such renewal term, this Agreement shall terminate on June 30th of such term.

5. Obligation to Cooperate. Each party agrees to fully cooperate with the other so that each party in turn receives the benefits and advantages clearly intended by this Agreement.

6. General.

(a) Benefits and Burdens; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns, and the successors-in-title.

(b) Amendments. This Agreement may not be modified or amended except in a writing signed by the parties.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single contract, and each of such counterparts shall for all purposes be deemed to be an original. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

FLOWERY BRANCH, GEORGIA

By: _____
Bill Andrew, City Manager

Attest: _____
City Clerk

(SEAL)

APPROVED AS TO FORM

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**THE LAMAR COUNTY REGIONAL SOLID
WASTE AUTHORITY**

By: _____
Executive Director

Attest: _____
Secretary

(SEAL)

928368-1
64797



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

Hall County also has the same cost structure in a contract with Lamar County Regional Solid Waste Authority.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually.

The new cost is based on \$100/ton which is broken down by \$75/ton for the landfill cost and \$25/ton for the transportation fee. In January 2020, we had a 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [LCRSWA Contract DRAFT 20.04.24.pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Wastewater Biosolids Contract with the Oak Grove Landfill

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge, and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually. The new cost is based on \$100/ton which is broken down by \$85/ton for the landfill cost and \$15/ton for the transportation fee. In January 2020, we had 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time. While we see which of these contracts is the cheapest, we will send most of the sludge to that landfill. It will also be a good idea to have a back-up service provider if they will allow us to only send a token amount to their facility.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids contract with Republic Services of Georgia, LP d/b/a Oak Grove Landfill.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Republic Oak Grove Contract 2020.pdf](#)
- [Republic Oak Grove Contract 2020.pdf](#)



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3709205281

Generator Billing Information

Name: City of Flowery Branch
Address: PO Box 757
5572 Atlanta Hwy
City: Flowery Branch
State: GA Zip: 30542
Phone: 770-967-2151 Fax: _____
Contact: Jimmy Dean (jimmydfb@flowerybranchga.org)

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Oak Grove Landfill
967 Carl Bethlehem Rd.
Winder, Ga. 30680
770-867-2499

Project: Filter Cake Sludge – Pressed **County and State of Origin:** Hall – GA
Additional Information: 5572 Atlanta Highway, Flowery Branch, GA – Approved Volume: 1000 Annual tons – Profile
Expiration: 3/10/2023

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. **(A) Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u> + Applicable Fees: Current Rates: \$3.25 per ton GA State and Host / \$18.00 per load Environmental and 7% Fuel Fee	<u>Transportation</u>
<u>Filter Cake Sludge</u>	<u>Landfill</u>	<u>\$85.00 per ton</u>		<u>N/A</u>

Additional Information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

- (B) Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
- 2)

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 6/1/2020 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
 16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.
- Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
 18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
 19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
 20. **Miscellaneous.**

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009



INITIAL HERE



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3709205281

Generator Billing Information

Name: City of Flowery Branch
Address: PO Box 757
5572 Atlanta Hwy
City: Flowery Branch
State: GA Zip: 30542
Phone: 770-967-2151 Fax: _____
Contact: Jimmy Dean (jimmydfb@flowerybranchga.org)

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Oak Grove Landfill
967 Carl Bethlehem Rd.
Winder, Ga. 30680
770-867-2499

Project: Filter Cake Sludge – Pressed **County and State**
of Origin: Hall – GA
Additional Information: 5572 Atlanta Highway, Flowery Branch, GA – Approved Volume: 1000 Annual tons – Profile
Expiration: 3/10/2023

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. **(A) Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
+ Applicable Fees: Current Rates: \$3.25 per ton GA State and Host / \$18.00 per load Environmental and 7% Fuel Fee				
<u>Filter Cake Sludge</u>	<u>Landfill</u>	<u>\$85.00 per ton</u>	<u>7% Fuel Fee</u>	<u>N/A</u>

Additional Information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible
for any additional charges for additional volume.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
- 2) _____

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 6/1/2020 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
- (A) A petition for reorganization or bankruptcy filed by or against the Generator.
- (B) Failure by Generator to pay any amounts due to Company.
- (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009



INITIAL HERE



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Debbie Lane Water Line Upgrade Construction Bid Award & Authority for the Mayor to Sign Contract

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

N/A

FACTS AND ISSUES:

This project consists of the construction of a new 6-inch water line to replace an existing 2-inch water line on Debbie Lane and extending the existing 2-inch water lines on Larimar Court. The project will include installation of service connections, valves, and DIP fittings as shown on the drawing plans.

See bid tabulation sheet attached.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Water Sewer Capital Projects Fund

RECOMMENDATION:

Approve recommendation of award to the lowest bidder, The Dickerson Group, for a total of \$132,090 and authority for the Mayor to sign the contract.

SAMPLE MOTION:

I make a motion to approve the recommendation of award to the lowest bidder, The Dickerson Group, for a total of \$132,090 for the Debbie Lane Water Line Project and authority for the Mayor to sign the contract.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Debbie Lane Certified Bid Tab.pdf](#)
- [Ltr of Recommendation for Debbie Lane.pdf](#)

Certified Bid Tabulation

Owner: City of Flowery Branch, Georgia														Engineer: C. Keith Hendrix, PE			
Project Name: Debbie Lane Water Line Replacement														Infratec Consultants, Inc.			
Bid Date & Time: 11:00 A.M. Local Time on Friday, April 24, 2020																	
Contractor				Dickerson Group		Summit Construction and Development		G.S. Construction, Inc.		Anderson Grading & Pipeline		Griffin Brothers		Site Engineering, Inc.		Strickland & Sons Pipeline, Inc.	
NO.	UNIT PRICE ITEM	QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" DIP Water Main	740	Ft.	\$ 42.00	\$ 31,080.00	\$ 44.00	\$ 32,560.00	\$ 75.00	\$ 55,500.00	\$ 72.00	\$ 53,280.00	\$ 57.74	\$ 42,727.60	\$ 90.00	\$ 66,600.00	\$ 103.00	\$ 76,220.00
2	2" PVC Water Main	200	Ft.	\$ 20.00	\$ 4,000.00	\$ 25.00	\$ 5,000.00	\$ 55.00	\$ 11,000.00	\$ 33.00	\$ 6,600.00	\$ 31.44	\$ 6,288.00	\$ 45.00	\$ 9,000.00	\$ 63.00	\$ 12,600.00
3	Cut and Cap Existing 2" Water Main	1	Ft.	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 305.00	\$ 305.00	\$ 705.00	\$ 705.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
4	6" 45 Degree Bend, MJ, Including M.L.'s	4	Ea.	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00	\$ 130.00	\$ 520.00	\$ 380.00	\$ 1,520.00	\$ 790.49	\$ 3,161.96	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00
5	6"x6" Tapping Saddle & 6" Gate Valve	1	Ea.	\$ 5,250.00	\$ 5,250.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,530.00	\$ 4,530.00	\$ 6,670.77	\$ 6,670.77	\$ 5,000.00	\$ 5,000.00	\$ 19,000.00	\$ 19,000.00
6	6"x2" Tapping Saddle, Valve & 2" Gate Valve	1	Ea.	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,850.00	\$ 1,850.00	\$ 2,130.11	\$ 2,130.11	\$ 2,000.00	\$ 2,000.00	\$ 4,790.00	\$ 4,790.00
7	2"x2" Tee, and Three 2" Gate Valves	1	Ea.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,110.00	\$ 2,110.00	\$ 3,043.02	\$ 3,043.02	\$ 3,000.00	\$ 3,000.00	\$ 2,484.00	\$ 2,484.00
8	8"x6" Locking Hydrant Tee, 6" G.V., F.H., 6" DIP	1	Ea.	\$ 4,150.00	\$ 4,150.00	\$ 4,800.00	\$ 4,800.00	\$ 4,500.00	\$ 4,500.00	\$ 4,600.00	\$ 4,600.00	\$ 3,410.30	\$ 3,410.30	\$ 5,000.00	\$ 5,000.00	\$ 4,755.00	\$ 4,755.00
9	6" Restrained Joints, Excluding Valves, and Fittings	15	Ea.	\$ 110.00	\$ 1,650.00	\$ 375.00	\$ 5,625.00	\$ 69.00	\$ 1,035.00	\$ 160.00	\$ 2,400.00	\$ 100.01	\$ 1,500.15	\$ 200.00	\$ 3,000.00	\$ 150.00	\$ 2,250.00
10	Connect to 2" PVC Water Line Including PVC Fittings	3	Ea.	\$ 1,500.00	\$ 4,500.00	\$ 375.00	\$ 1,125.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 1,200.00	\$ 2,826.97	\$ 8,480.91	\$ 1,000.00	\$ 3,000.00	\$ 1,480.00	\$ 4,440.00
11	Plug Existing 2" Water Line Including PVC Fittings	2	Ea.	\$ 750.00	\$ 1,500.00	\$ 150.00	\$ 300.00	\$ 750.00	\$ 1,500.00	\$ 305.00	\$ 610.00	\$ 501.18	\$ 1,002.36	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00
12	Including 6" Gate Valve, and MJ Fittings	1	Ea.	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 4,024.88	\$ 4,024.88	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
13	Service Tapping Saddle, Valve, & Re-connection to Existing Water Service , All Sizes	9	Ea.	\$ 505.00	\$ 4,545.00	\$ 350.00	\$ 3,150.00	\$ 650.00	\$ 5,850.00	\$ 790.00	\$ 7,110.00	\$ 1,391.21	\$ 12,520.89	\$ 1,000.00	\$ 9,000.00	\$ 1,300.00	\$ 11,700.00
14	Service Tapping Saddle, Valve, Corporation, & Meter Box to Future Water Service	7	Ea.	\$ 525.00	\$ 3,675.00	\$ 350.00	\$ 2,450.00	\$ 650.00	\$ 4,550.00	\$ 860.00	\$ 6,020.00	\$ 1,168.75	\$ 8,181.25	\$ 1,200.00	\$ 8,400.00	\$ 1,300.00	\$ 9,100.00
15	5/8" Copper Short Side, Service Water Line	250	L.F.	\$ 13.50	\$ 3,375.00	\$ 27.00	\$ 6,750.00	\$ 15.00	\$ 3,750.00	\$ 11.00	\$ 2,750.00	\$ 23.44	\$ 5,860.00	\$ 40.00	\$ 10,000.00	\$ 20.00	\$ 5,000.00
16	5/8" Copper Long Side, Service Water Line	100	L.F.	\$ 25.00	\$ 2,500.00	\$ 27.00	\$ 2,700.00	\$ 15.00	\$ 1,500.00	\$ 16.00	\$ 1,600.00	\$ 28.44	\$ 2,844.00	\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00
17	Asphat Road Replaement Including saw cut existing, backfill, 8" GAB, and Asphalt	740	L.F.	\$ 15.25	\$ 11,285.00	\$ 38.00	\$ 28,120.00	\$ 45.00	\$ 33,300.00	\$ 60.00	\$ 44,400.00	\$ 55.00	\$ 40,700.00	\$ 80.00	\$ 59,200.00	\$ 112.00	\$ 82,880.00
18	6" DIP to 2" PVC Assemble	1	Ea.	\$ 1,750.00	\$ 1,750.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,060.00	\$ 1,060.00	\$ 851.08	\$ 851.08	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
19	Final Grassing, Excluding Sod	3,000	Sq.Ft.	\$ 0.50	\$ 1,500.00	\$ 0.15	\$ 450.00	\$ 0.50	\$ 1,500.00	\$ 0.20	\$ 600.00	\$ 1.25	\$ 3,750.00	\$ 1.00	\$ 3,000.00	\$ 3.50	\$ 10,500.00
20	Sod Grass, All Types	500	Sq.Ft.	\$ 2.85	\$ 1,425.00	\$ 1.00	\$ 500.00	\$ 10.00	\$ 5,000.00	\$ 2.40	\$ 1,200.00	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00
21	Existing Storm Drain Pipes, Remove and Replace, All Sizes	60	L.F.	\$ 55.50	\$ 3,330.00	\$ 38.00	\$ 2,280.00	\$ 55.00	\$ 3,300.00	\$ 30.00	\$ 1,800.00	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00
22	Existing Gravel Driveway Replacements, #57 Stone	60	Tons	\$ 40.00	\$ 2,400.00	\$ 36.00	\$ 2,160.00	\$ 25.00	\$ 1,500.00	\$ 44.00	\$ 2,640.00	\$ 43.56	\$ 2,613.60	\$ 40.00	\$ 2,400.00	\$ 38.00	\$ 2,280.00
23	Concrete Blocking	3	C.Yds.	\$ 225.00	\$ 675.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 200.00	\$ 600.00
24	Pressure Testing and Sterilizing Water Lines	1	L.S.	\$ 2,150.00	\$ 2,150.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,050.00	\$ 1,050.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
25	Silt Fence, Type C	1,200	L.F.	\$ 3.50	\$ 4,200.00	\$ 2.75	\$ 3,300.00	\$ 2.00	\$ 2,400.00	\$ 3.60	\$ 4,320.00	\$ 3.50	\$ 4,200.00	\$ 4.00	\$ 4,800.00	\$ 4.00	\$ 4,800.00
26	Rip Rap, Type C	100	Tons	\$ 55.00	\$ 5,500.00	\$ 42.00	\$ 4,200.00	\$ 80.00	\$ 8,000.00	\$ 58.00	\$ 5,800.00	\$ 33.96	\$ 3,396.00	\$ 80.00	\$ 8,000.00	\$ 55.00	\$ 5,500.00
27	Hay Bales, Including Stakes	50	Ea.	\$ 15.00	\$ 750.00	\$ 115.00	\$ 5,750.00	\$ 1.00	\$ 50.00	\$ 18.00	\$ 900.00	\$ 6.00	\$ 300.00	\$ 10.00	\$ 500.00	\$ 25.00	\$ 1,250.00
28	Rock Excavation	50	C.Yds.	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
29	#57 Stabilizer Stone	500	Tons	\$ 40.00	\$ 20,000.00	\$ 36.00	\$ 18,000.00	\$ 18.00	\$ 9,000.00	\$ 43.00	\$ 21,500.00	\$ 33.56	\$ 16,780.00	\$ 45.00	\$ 22,500.00	\$ 20.00	\$ 10,000.00
TOTALS:				\$ 132,090.00		\$ 145,370.00		\$ 184,855.00		\$ 188,355.00		\$ 192,541.88		\$ 249,300.00		\$ 295,249.00	

INFRATEC CONSULTANTS

310 Saddle Hill Court, Roswell, GA 30075
770.596.1984 |

April 26, 2020

Mr. Bill Andrew, City Manager
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, Georgia 30542

Re: Debbie Lane Water Line Replacement Project

Dear Mr. Andrew:

We have reviewed and tabulated the bids received on the above referenced project and find The Dickerson Group, Inc. of Lawrenceville, Georgia to be the low bidder in the amount of \$132,090.00. We are enclosing copies of our bid tabulation sheet for your use.

It is the recommendation of Infratec Consultants, Inc. that the City award the project to The Dickerson Group, Inc.

Upon your concurrence, we will forward the contract documents to the contractor for execution. If you have any questions, please contact us.

Sincerely,
Infratec Consultants, Inc.

C. Keith Hendrix

C. Keith Hendrix, P.E.
404-861-6956

Enclosure

Cc: The Dickerson Group



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider elevations submitted for approval by Mr. Gee Harvey for the Bell Road subdivision.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

Per ordinances 575A and 576A elevations for the 199 home subdivision must be approved by City Council. Elevations were previously approved by Council but the applicant has new elevations submitted for Council review.

FACTS AND ISSUES:

This is the first of two reviews by Council. Please see the attached ordinances -575A and 576A - specifically C.2 "Home/Lot Design".

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Please review and all the elevations for discussion with the applicant.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [575 A.pdf](#)
- [576 A.pdf](#)
- [Bell Drive Property Additional Elevations.pdf](#)

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/05/20
Adopted 3/19/20

ORDINANCE NO. 575 A

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING 20 +/- ACRES OF LAND OWNED BY STONEBRIDGE, LLC. COMMONLY KNOWN AS 6401 MCEVER ROAD, IDENTIFIED AS TAX PARCELS 08140 000092, AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, BY REZONING A PORTION OF SAID TRACT FROM M-1 (LIGHT INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stonebridge, LLC., owns all tract or parcel of land being considered for rezoning totaling 21 +/- acres identified as Parcel Tax Identification No. 08140 000092, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by Caballero Holdings, LLC., and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Caballero Holdings, LLC., has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M1 (Light Industrial) to Flowery Branch PUD (Planned Unit Development) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

The rezoning of the subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, and subject to conditions set forth on Exhibit “C”, is hereby rezoned from M1 (Light Industrial) to PUD (Planned Unit Development). Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 19th day of March 2020.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

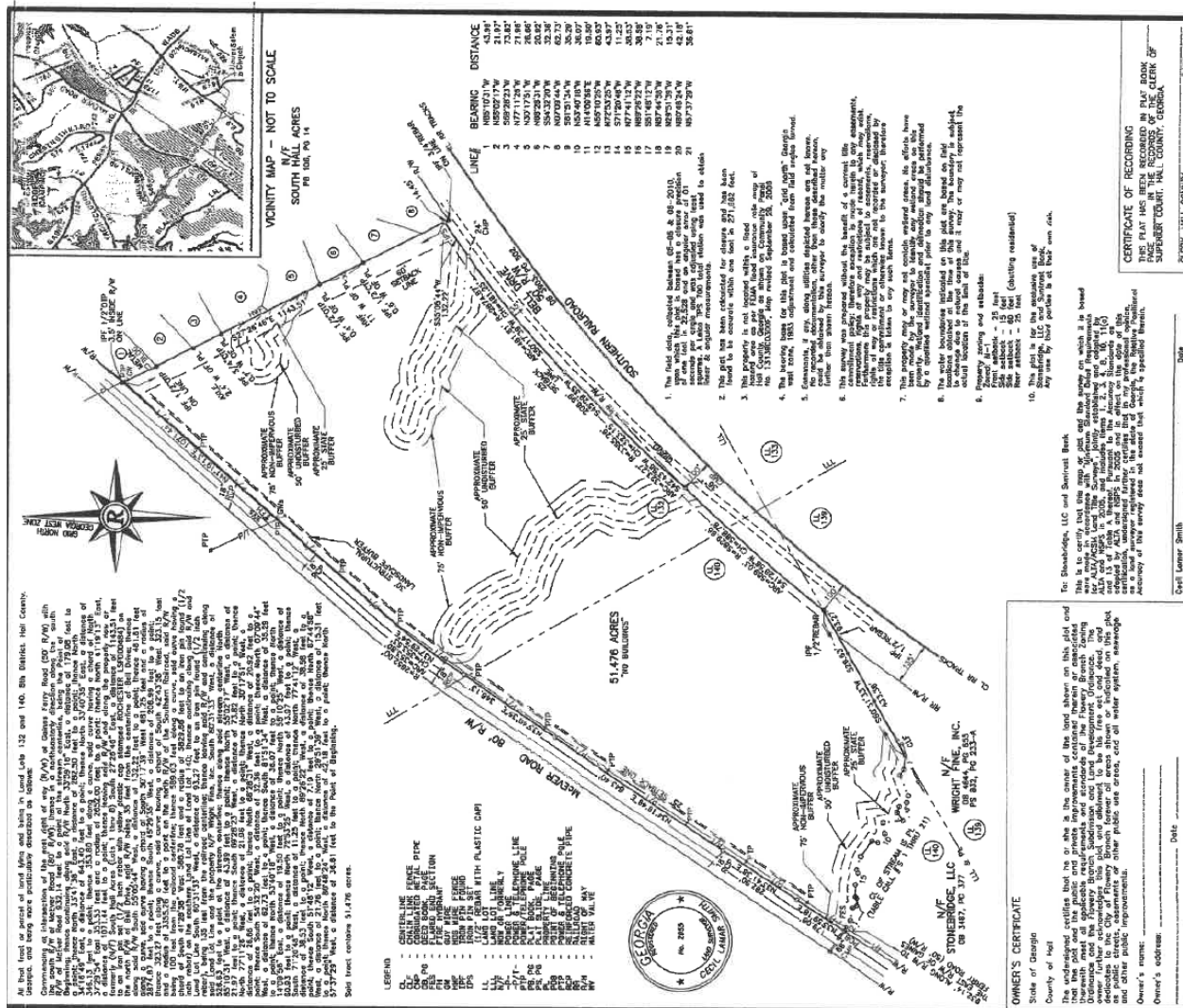


Exhibit “B”

ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80' R/W) and Gaines Ferry Road (50' R/W):
running thence along the northeasterly right of way of McEver Road 932.14 feet to the intersection of
the right of way of McEver Road and the centerline of a creek. Said point is the POINT OF BEGINNING.
thence NORTH 33 DEGREES 59 MINUTES 09 SECONDS EAST a distance of 179.53 feet to a point;
thence NORTH 33 DEGREES 41 MINUTES 30 SECONDS EAST a distance of 282.50 feet to a point;
thence NORTH 34 DEGREES 04 MINUTES 01 SECONDS EAST a distance of 982.30 feet to a point;
thence SOUTH 30 DEGREES 08 MINUTES 21 SECONDS EAST a distance of 954.25 feet to a point;
thence with a curve turning to the left with an arc length of 367.69 feet and a radius of
5829.66 feet with a chord bearing of SOUTH 40 DEGREES 44 MINUTES 42 SECONDS WEST and a
length of 367.63 feet to a point;
thence NORTH 45 DEGREES 59 MINUTES 13 SECONDS WEST a distance of 154.46 feet to a point;
thence SOUTH 44 DEGREES 00 MINUTES 47 SECONDS WEST a distance of 125.00 feet to a point;
thence SOUTH 45 DEGREES 59 MINUTES 13 SECONDS EAST a distance of 131.25 feet to a point;
thence SOUTH 60 DEGREES 31 MINUTES 25 SECONDS WEST a distance of 432.75 feet to a point;
thence NORTH 79 DEGREES 35 MINUTES 18 SECONDS WEST a distance of 18.89 feet to a point;
thence NORTH 88 DEGREES 56 MINUTES 11 SECONDS WEST a distance of 20.65 feet to a point;
thence NORTH 83 DEGREES 51 MINUTES 45 SECONDS WEST a distance of 10.75 feet to a point;
thence NORTH 37 DEGREES 22 MINUTES 52 SECONDS WEST a distance of 12.80 feet to a point;
thence SOUTH 88 DEGREES 23 MINUTES 09 SECONDS WEST a distance of 14.75 feet to a point;
thence SOUTH 74 DEGREES 27 MINUTES 42 SECONDS WEST a distance of 30.38 feet to a point;
thence SOUTH 61 DEGREES 29 MINUTES 58 SECONDS WEST a distance of 40.48 feet to a point;

thence NORTH 66 DEGREES 37 MINUTES 23 SECONDS WEST a distance of 14.65 feet to a point;
thence NORTH 29 DEGREES 49 MINUTES 56 SECONDS WEST a distance of 21.86 feet to a point;
thence NORTH 50 DEGREES 44 MINUTES 22 SECONDS WEST a distance of 23.15 feet to a point;
thence SOUTH 63 DEGREES 51 MINUTES 50 SECONDS WEST a distance of 22.08 feet to a point;
thence SOUTH 45 DEGREES 28 MINUTES 56 SECONDS WEST a distance of 15.97 feet to a point;
thence NORTH 31 DEGREES 01 MINUTES 09 SECONDS WEST a distance of 8.50 feet to a point;
thence NORTH 01 DEGREES 24 MINUTES 33 SECONDS EAST a distance of 21.47 feet to a point;
thence NORTH 05 DEGREES 59 MINUTES 17 SECONDS WEST a distance of 34.29 feet to a point;
thence NORTH 75 DEGREES 19 MINUTES 12 SECONDS WEST a distance of 8.36 feet to a point;
thence SOUTH 61 DEGREES 54 MINUTES 47 SECONDS WEST a distance of 24.79 feet to a point;
thence NORTH 49 DEGREES 14 MINUTES 26 SECONDS WEST a distance of 22.51 feet to a point;
thence NORTH 57 DEGREES 26 MINUTES 47 SECONDS WEST a distance of 25.46 feet to a point;
thence NORTH 32 DEGREES 56 MINUTES 46 SECONDS EAST a distance of 14.79 feet to a point;
thence NORTH 55 DEGREES 55 MINUTES 27 SECONDS WEST a distance of 37.56 feet to a point;
thence NORTH 44 DEGREES 20 MINUTES 40 SECONDS WEST a distance of 25.81 feet to a point;
thence NORTH 86 DEGREES 13 MINUTES 48 SECONDS WEST a distance of 11.26 feet to a point;
thence NORTH 68 DEGREES 15 MINUTES 04 SECONDS WEST a distance of 15.48 feet to a point;
thence NORTH 66 DEGREES 31 MINUTES 24 SECONDS WEST a distance of 16.57 feet to a point;
thence SOUTH 69 DEGREES 33 MINUTES 58 SECONDS WEST a distance of 12.96 feet to a point;
thence NORTH 66 DEGREES 29 MINUTES 07 SECONDS WEST a distance of 14.41 feet to a point;
thence NORTH 82 DEGREES 08 MINUTES 57 SECONDS WEST a distance of 21.68 feet to a point;
thence SOUTH 79 DEGREES 25 MINUTES 30 SECONDS WEST a distance of 16.32 feet to a point;
thence NORTH 80 DEGREES 19 MINUTES 21 SECONDS WEST a distance of 20.39 feet to a point;
thence SOUTH 63 DEGREES 53 MINUTES 00 SECONDS WEST a distance of 17.47 feet to a point;

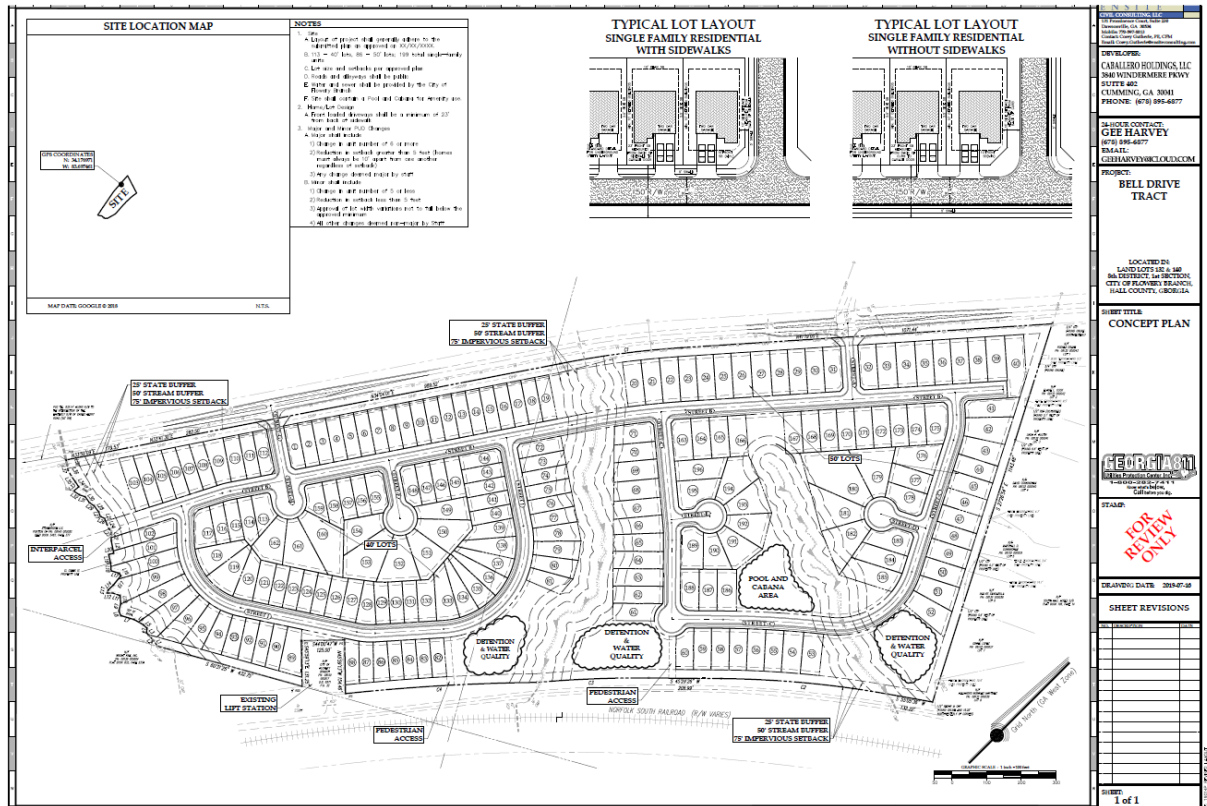
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54 feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17 feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54 feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31 SECONDS WEST a distance of 19.50 feet to a point;
thence NORTH 74 DEGREES 24 MINUTES 55 SECONDS WEST a distance of 20.76 feet to a point;
thence NORTH 54 DEGREES 31 MINUTES 52 SECONDS WEST a distance of 13.75 feet to a point;
thence NORTH 57 DEGREES 31 MINUTES 08 SECONDS WEST a distance of 15.72 feet to a point
and the POINT OF BEGINNING.
Said tract contains 20.028 acres.

Exhibit "C"

Conditions of Zoning

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on June 20, 2019
And as seen below



- B. Maximum 200 single family units
C. Lot size and setbacks per approved plan
D. Landscape plan shall be submitted prior to final plat
E. Street trees shall be planted with root barriers
F. Roads and alleyways shall be public
G. Streets and alleyways will be turned over to the City through an official resolution approved by City Council; not at the time of final plat
H. A maintenance bond totaling 20% of all public improvements is required at time of final plat
I. Sewer shall be provided by the City of Flowery Branch
J. A detailed recreational area plan must be submitted and approved by the City prior to the issuance of a land disturbance permit
K. Proposed relocation of the current lift station must be approved by the City
L. 5' sidewalk shall be provided on at least one side of the street throughout the development
M. Detailed entrance plans shall be submitted and approved by the City
N. Streetlights must be dedicated to the homeowner's association or to the City of Flowery Branch at the time of final plat

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/04/20
Adopted 3/19/20

ORDINANCE NO. 576 A

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING 31.052 +/- ACRES OF LAND OWNED BY STONEBRIDGE, LLC. COMMONLY KNOWN AS 6353 MCEVER ROAD, AND ALSO IDENTIFIED AS TAX PARCEL 08140 000118, AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, BY REZONING SAID TRACT FROM M-1 (LIGHT INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stonebridge, LLC., owns all tract or parcel of land being considered for rezoning totaling 31.49+/- acres identified as Parcel Tax Identification No. 08140 000118, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by Caballero Holdings, LLC., and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Caballero Holdings, LLC., has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M1 (Light Industrial) to Flowery Branch PUD (Planned Unit Development) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

The rezoning of the subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, and subject to conditions set forth on Exhibit “C”, is hereby rezoned from M1 (Light Industrial) to PUD (Planned Unit Development). Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 19th day of March 2020.

ATTEST

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

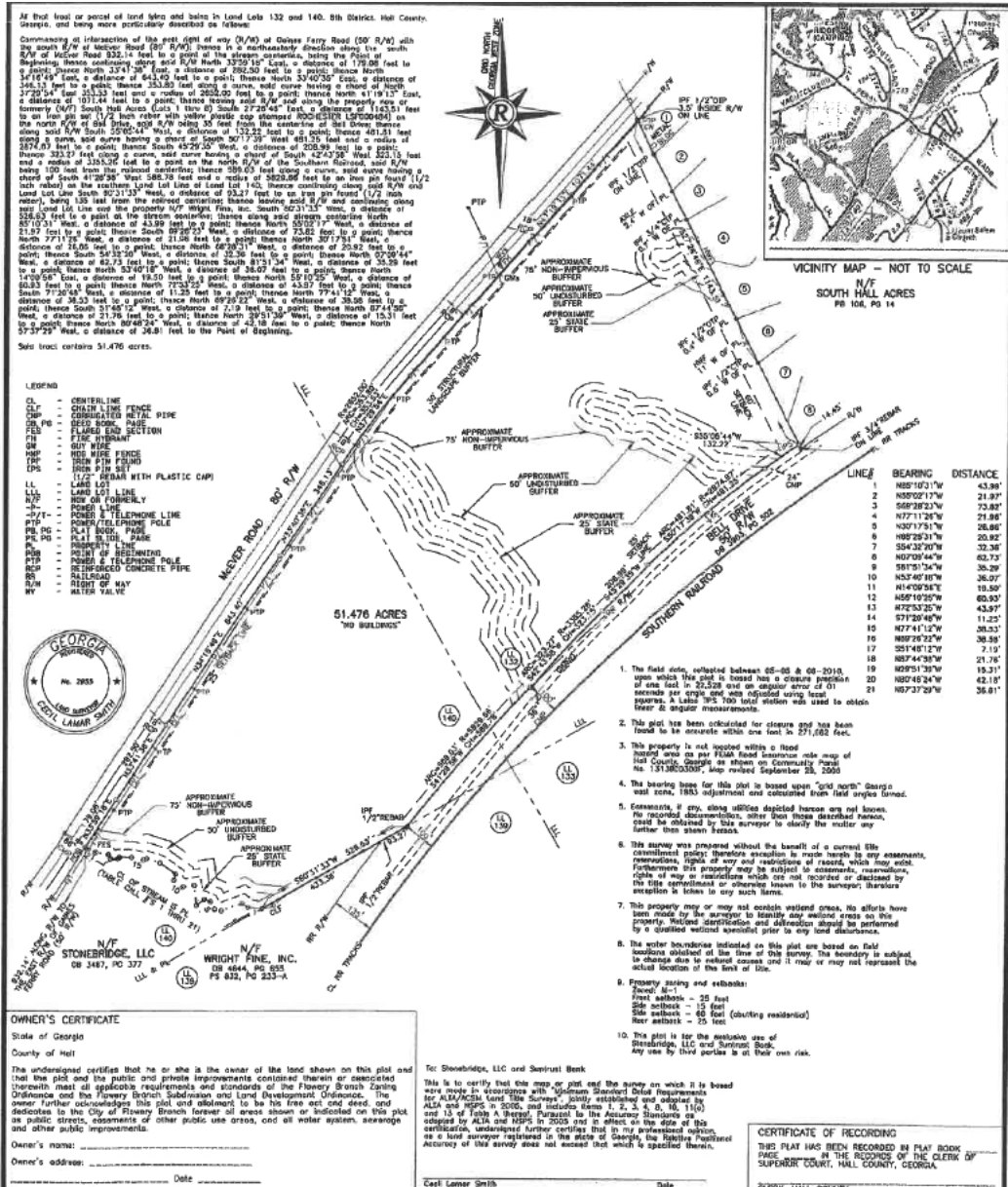


Exhibit “B”

ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running thence along the northeasterly right of way of McEver Road 932.14 feet to the intersection of
the right of way of McEver Road and the centerline of a creek. thence NORTH 33 DEGREES 59 MINUTES 09
SECONDS EAST a distance of 179.53 feet to a point; thence NORTH 33 DEGREES 41 MINUTES 30 SECONDS EAST
a distance of 282.50 feet to a point; thence NORTH 34 DEGREES 04 MINUTES 01 SECONDS EAST a distance
of 982.30 feet to a point. Said point is the POINT OF BEGINNING.
thence NORTH 34 DEGREES 04 MINUTES 01 SECONDS EAST a distance of 7.22 feet to a point;
thence with a curve turning to the right with an arc length of 353.79 feet and a radius of
2652.00 feet with a chord bearing of NORTH 37 DEGREES 29 MINUTES 46 SECONDS EAST and a
length of 353.53 feet to a point;
thence NORTH 41 DEGREES 19 MINUTES 05 SECONDS EAST a distance of 1071.44 feet to a point;
thence SOUTH 27 DEGREES 26 MINUTES 54 SECONDS EAST a distance of 1143.48 feet to a point;
thence SOUTH 55 DEGREES 05 MINUTES 36 SECONDS WEST a distance of 132.22 feet to a point;
thence with a curve turning to the left with an arc length of 481.81 feet and a radius of
2874.87 feet with a chord bearing of SOUTH 50 DEGREES 17 MINUTES 32 SECONDS WEST and a
length of 481.25 feet to a point;
thence SOUTH 45 DEGREES 29 MINUTES 26 SECONDS WEST a distance of 208.99 feet to a point;
thence with a curve turning to the left with an arc length of 323.27 feet and a radius of
3355.26 feet with a chord bearing of SOUTH 42 DEGREES 43 MINUTES 49 SECONDS WEST and a
length of 323.15 feet to a point;
thence with a curve turning to the left with an arc length of 185.55 feet and a radius of
5829.66 feet with a chord bearing of SOUTH 43 DEGREES 27 MINUTES 49 SECONDS WEST and a
length of 185.54 feet to a point;

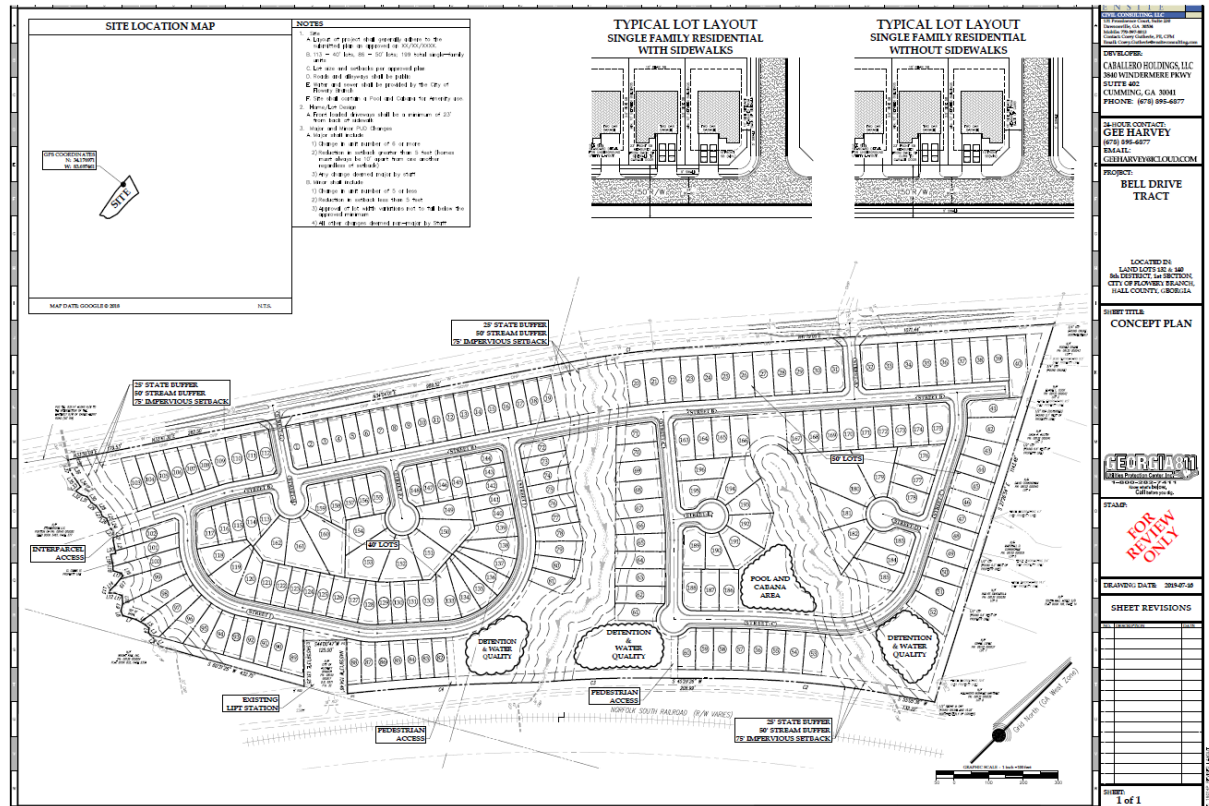
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

Exhibit "C"

Conditions of Zoning

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on July 18, 2019 and as seen below



- B. Maximum 200 single family units
C. Lot size and setbacks per approved plan
D. Landscape plan shall be submitted prior to final plat
E. Street trees shall be planted with root barriers
F. Roads shall be public
G. Roads will be turned over to the City through an official resolution approved by City Council; not at the time of final plat
H. A maintenance bond totaling 20% of all public improvements is required at time of final plat
I. Sewer shall be provided by the City of Flowery Branch
J. A detailed recreational area plan must be submitted and approved by the City prior to the issuance of a land disturbance permit
K. Proposed relocation of the current lift station must be approved by the City
L. 5' sidewalk shall be provided on at least one side of the road throughout the development
M. Detailed entrance plans shall be submitted and approved by the City
N. Streetlights must be dedicated to the homeowner's association or to the City of Flowery Branch at the time of final plat

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff



ANNAPOLIS
CITY OF FLOWERY BRANCH, GA



DOVER
CITY OF FLOWERY BRANCH, GA



HARTFORD

CITY OF FLOWERY BRANCH, GA



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Beer and Wine License for the Circle K Gas Station at 5775 Phil Niekro Blvd.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary.pdf](#)
- [5775 PNB Location.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



SUBJECT: New Alcoholic Beverage License

DATE: 04/02/2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-No expenditure-Revenue Only

() OTHER

COMMISSION ACTION REQUESTED ON: May 21, 2020

PURPOSE: To allow a new owner of the Circle K to sell packaged beer and wine.

HISTORY: The Exxon Gas Station has records of a beer & wine license dating back prior to 2004. The business was leased to Scope Family Food Mart in 2013. Miami Commercial Properties LLC dba Hall Creek Exxon was the lessee beginning November 7, 2019 and now has a new lessee.

FACTS AND ISSUES: Good Luck 4, LLC dba Circle K is the new lessee for the Circle K Gas Station located at 5775 Phil Niekro Blvd.

The applicant, Amin Noorali Khimani is applying for beer and wine packages sales with a Registered Agent from Gainesville Ga and a manager out of Lawrenceville.

The application has been processed and reviewed and everything is in order for the council's approval.

OPTIONS: Approve or deny

RECOMMENDED SAMPLE MOTION: No motion required-on the Consent Agenda.

DEPARTMENT: Administration
Prepared by: Vickie Short



Location of
Circle K at 5775
Phil Niekro Blvd.



Street view of
5775 Phil Niekro
Blvd.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Review of Roadbotics Study and Implications for Road Maintenance in our Capital Improvement Program Budget - Rich Edinger, Clark Patterson Lee

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

This report is the result of a \$6,375 expenditure with Clark Patterson Lee to use Roadbotics to collect and analyze data on the condition of the City streets.

FACTS AND ISSUES:

The attached documents represent all the data. Mr. Edinger will be making a PowerPoint presentation at the Council meeting that will more concisely present all this data.

While the initial recommendation from Mr. Edinger was based on a three-year time frame, we are working to amend that to fit our six year schedule with SPLOST VIII.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

These numbers are being folded into the future Capital Improvement Plan.

RECOMMENDATION:

Report Only

SAMPLE MOTION:

Not Applicable

COLLABORATING DEPARTMENT:

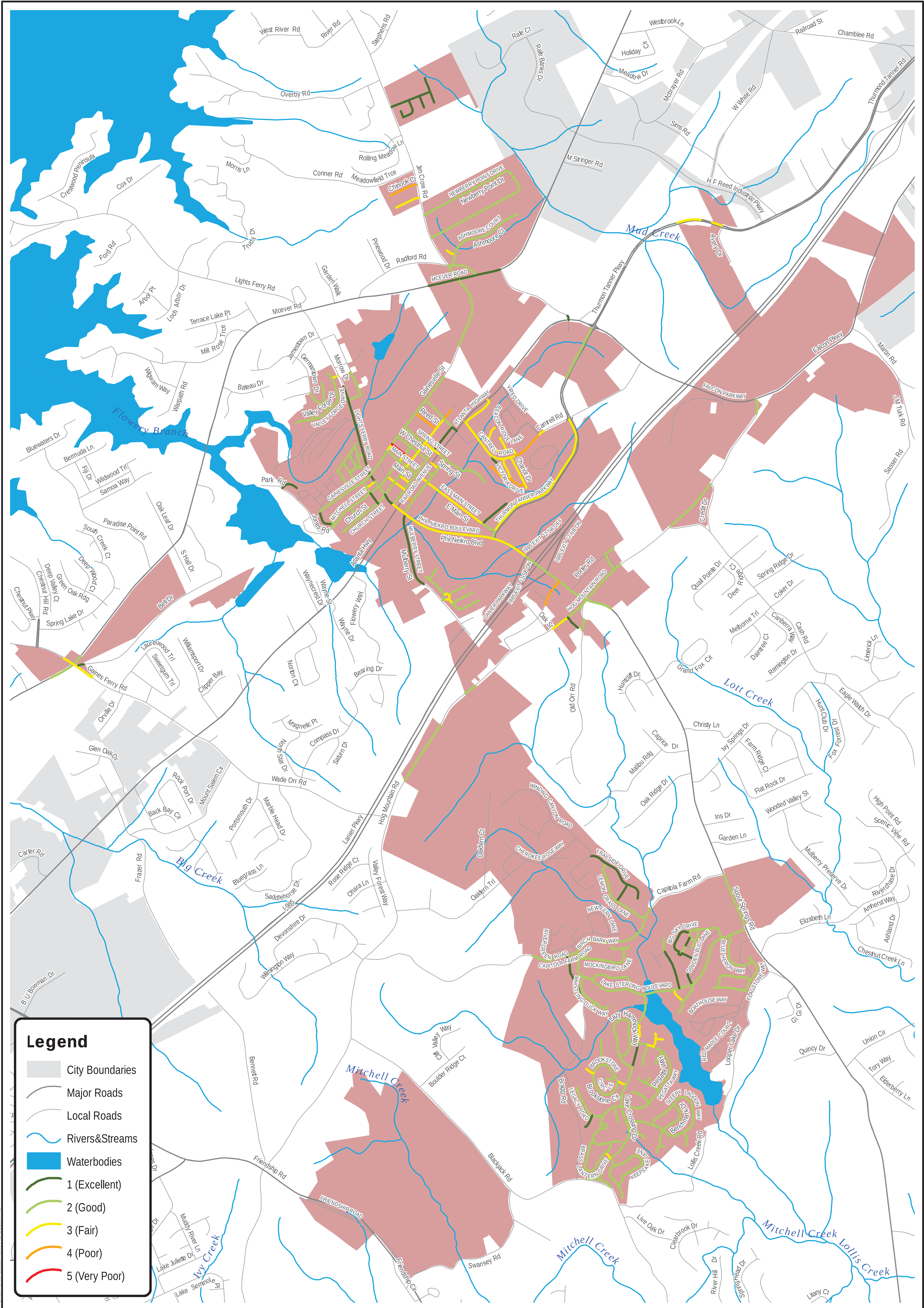
Finance

DEPARTMENT: Administration

Prepared by: Vickie Short

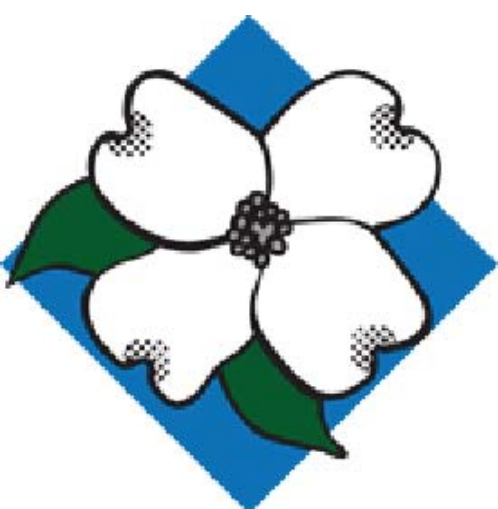
ATTACHMENTS

- [FB PavementAssessment Apr2020_ARCHE.pdf](#)
- [Flowery Branch 2019-20 Pavement Assessment Report 5-6-2020.pdf](#)
- [FloweryBranchGA_wRBratings_CPL20.xlsx](#)
- [Exec Summary for Roadbotics Report.pdf](#)



Legend

- City Boundaries
- Major Roads
- Local Roads
- Rivers&Streams
- Waterbodies
- 1 (Excellent)
- 2 (Good)
- 3 (Fair)
- 4 (Poor)
- 5 (Very Poor)



Flowery Branch



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ENGINEERING
PLANNING
CPLteam.com
3011 Sutton Gate Drive
Suite 130
Suwanee, GA 30024
770-831-9000
www.cplteam.com

DATE:	5/2/20
DRAWN:	JWS
CHECKED:	RJE
SCALE:	1"=10,000'
PROJ. #:	15438.00

2019 Pavement Assessment

Pavement Conditions Ratings

Flowery Branch, Hall County, Georgia

May 6, 2020

Mr. Bill Andrew, City Manager
City of Flowery Branch
PO Box 757
5410 Pine Street
Flowery Branch, GA. 30542

VIA EMAIL

RE: City of Flowery Branch
2019 Pavement Assessment Final Report

Dear Mr. Andrew:

CPL contracted with the city earlier this year to evaluate the city's pavement conditions. Using Roadbotics Technology, we collected pavement distress data and collated it into the attached spreadsheet. In summary, the condition of the city's road network is very good, as the table below shows:

Rating	Rating Meaning	Cumulative Length of Road Pavement (miles)
1.00 to 1.50	Excellent	4.34
1.51 to 2.00	Good	13.70
2.01 to 2.50		13.00
2.51 to 3.00	Fair	3.96
3.01 to 3.50		0.90
3.51 to 4.00	Poor	0.87
4.01 to 5.00		0.23
0.00	no rating	0.79

The majority (31.04 miles, or 84%) is Good to Excellent, while only 5.96 miles or 16% is fair to poor. Roads with a zero rating indicates it is not paved. This puts the city in an excellent position vis a vie maintenance, in that a program can be created that fixes the 16% of the fair to poor roads before the good to excellent roads deteriorate significantly. Translated, this means that over the ten-year maintenance cycle of a road pavement, maintenance dollars can be spent keeping good roads good, rather than spending a large portion of available dollars on patching poor roads.

We have created a three-year maintenance program as an example of how to spend your available resources keeping the network maintained. Year 1 proposes to patch and resurface the 5.8 miles of fair to poor roads. We recommend setting a budget of \$1.58M for this project. Streets and repair methods are detailed in the attached spreadsheet. Each subsequent year in the plan maintains one tenth of the remaining worst rated road miles.

Year 1

Item	Units	Quantity	Unit Cost	Product
Patching (19mm SuperPave, 4" depth)	TON	5252	\$ 131.25	\$ 689,313.87
Crack Sealing	CLMILE	5.8	\$ 9,450.00	\$ 54,545.59
Edge Milling (not including TT & PN)	SY	29,280	\$ 7.14	\$ 209,057.73
Overlay (4.25 mm SuperPave, 1" depth)	TON	2,015	\$ 119.70	\$ 241,203.73
Overlay (12.5mm SuperPave for TT & PN, 1.5" depth)	TON	2,892	\$ 117.60	\$ 340,152.25
Other costs (mobilization, traffic contrl, striping, utility adjustment, etc.)	LUMP	1	\$50,000.00	\$ 50,000.00
				\$1,584,273.17

Year 2

Item	Units	Quantity	Unit Cost	Product
Patching (19mm SuperPave, 4" depth)	TON	1,223	\$ 137.81	\$168,516.81
Crack Sealing	CLMILE	3.5	\$ 9,922.50	\$ 34,918.32
Edge Milling (not including TT & PN)	SY	20,316	\$ 7.15	\$145,329.28
Overlay (4.25 mm SuperPave, 1" depth)	TON	2,067	\$ 119.93	\$247,903.97
Overlay (12.5mm SuperPave for TT & Hogg Mtn, 1.5" depth)	TON	1,485	\$ 117.82	\$174,948.79
Other costs (mobilization, Trfc Cntrl, striping, utility adjustment, etc.)	LUMP	1	\$55,125.00	\$ 55,125.00
				\$826,742.16

Year 3

Item	Units	Quantity	Unit Cost	Product
Patching (19mm SuperPave, 4" depth)	TON	1475	\$ 144.70	\$213,404.88
Crack Sealing	CLMILE	3.5	\$10,418.63	\$ 36,638.57
Edge Milling (not including TT & Hog Mtn)	SY	23,037	\$ 7.87	\$181,344.78
Overlay (4.25 mm SuperPave, 1" depth)	TON	3,480	\$ 131.97	\$459,193.09
Overlay (12.5mm SuperPave for TT & Hogg Mtn, 1.5" depth)	TON	311	\$ 129.65	\$ 40,334.79
Other costs (mobilization, Trfc Cntrl, striping, utility adjustment, etc.)	LUMP	1	\$57,881.25	\$ 57,881.25
				\$988,797.35

Prices for year 1 were taken from the current paving contract and include a 5% inflation adjustment each subsequent year.

We have enjoyed working on this project and if you have any questions, please call us. In addition to this letter report, the GIS shapefile and excel spreadsheet with road ratings and other details will accompany this report under separate cover.

Sincerely,

CPL ARCHITECTURE. ENGINEERING. PLANNING.

A handwritten signature in blue ink, appearing to read 'Rich Edinger', is positioned above the printed name.

Rich Edinger, P.E.
Vice President

cc: file

STREETNAME	STREETTYPE	STREETQUAD	MAINTENANC	LEFT_FROM	LEFT_TO
BELL	DRIVE		Local	6511	6519
BRAGG	ROAD		Local	6685	6731
CHATTAHOOCHEE	STREET		Local	0	0
JONES	ROAD		Local	6247	6299
OLD FACTORY HILL	ROAD		Local	4757	4761
ROBERTS	DRIVE		Local	5501	5549
LIGHTS FERRY	ROAD		Local	6007	6035
PARK	POINT		Local	5801	5823
PARK BAY	COURT		Local	0	0
PARK BAY	COURT		Local	5901	5925
PARK SHORE	COVE		Local	5729	5735
PARK SHORE	COVE		Local	5721	5727
SHORE ISLE	COURT		Local	5701	5765
MCEVER	ROAD		Local	5439	5441
MULBERRY	STREET		Local	5529	5631
PARK SHORE	COVE		Local	5701	5719
TANNER	STREET		Local	5803	5815
SKIPPING STONE	PLACE		Local	6503	6519
LIGHTS FERRY	ROAD		Local	5927	5997
LIGHTS FERRY	ROAD		Local	5903	5925
OUTRIGGER	COURT		Local	6871	6883
LIGHTS FERRY	ROAD		Local	5807	5819
TREE HOUSE	WAY		Local	7003	7055
JONES	ROAD		Local	6141	6207
LAKE CROSSING	DRIVE		Local	0	0
OLD ORR	ROAD		Local	4841	4823
TRAILSIDE	DRIVE		Local	6667	6685
BIG SKY	DRIVE		Local	6801	6869
TRAILSIDE	DRIVE		Local	6601	6629
TRAILSIDE	DRIVE		Local	6631	6665
LIGHTS FERRY	ROAD		Local	5717	5739
BIG SKY	DRIVE		Local	6861	6909
BIG SKY	DRIVE		Local	6911	6919
TRITON	COURT		Local	7621	7649
MCEVER	ROAD		Local	5513	5595
BAY LAUREL	WAY		Local	6911	6925
RADFORD	ROAD		Local	4635	4695
RAILROAD	AVENUE		Local	5105	5129
MCEVER	ROAD		Local	5459	5465
BOX TURTLE	WAY		Local	7701	7735
MITCHELL	STREET		Local	5707	5721
LAKE CROSSING	DRIVE		Local	0	0
BIG SKY	DRIVE		Local	6709	6759
BIG SKY	DRIVE		Local	6701	6707
LEGACY	ROAD		Local	7601	7621
LEGACY	ROAD		Local	7623	7691

WHISTLING DUCK	WAY	Local	7401	7429
RAILROAD	AVENUE	Local	0	0
LAKE CROSSING	DRIVE	Local	0	0
MCEVER	ROAD	Local	6477	6509
RAILROAD	AVENUE	Local	0	0
MITCHELL	STREET	Local	5727	5749
GOOSENECK	PLACE	Local	7933	7949
BAY LAUREL	WAY	Local	6927	6939
MITCHELL	STREET	Local	5801	5825
BIG SKY	DRIVE	Local	6871	6879
BENT TWIG	WAY	Local	6801	6869
BIG SKY	DRIVE	Local	6761	6775
BLUE HERON	WAY	Local	6701	6785
FLAGSTONE	WAY	Local	6817	6865
FLAGSTONE	WAY	Local	6817	6865
FLAGSTONE	WAY	Local	6801	6815
HARBOUR LIGHTS	DRIVE	Local	5901	5915
HARBOUR MIST	DRIVE	Local	6031	6079
HARBOUR MIST	DRIVE	Local	6001	6029
HOPSCOTCH	COURT	Local	6901	6945
HOPSCOTCH	COURT	Local	6947	6975
LIGHTS FERRY	ROAD	Local	5741	5755
LILY PAD	DRIVE	Local	6007	6021
LILY PAD	DRIVE	Local	6001	6005
STELLA LIGHT	DRIVE	Local	6101	6139
STELLA LIGHT	DRIVE	Local	6141	6145
SWALLOW TAIL	LANE	Private	6801	6821
SWALLOW TAIL	LANE	Private	6823	6839
TREE HOUSE	WAY	Local	7057	7089
WATERSDOWN	WAY	Local	5913	5933
WATERSDOWN	WAY	Local	5935	5951
WATERSDOWN	WAY	Local	5953	5971
WATERSDOWN	WAY	Local	5901	5911
WATERSDOWN	WAY	Local	5973	5979
WATERWAY	PLACE	Local	5901	5919
WATERWAY	PLACE	Local	5921	5935
WATERWAY	PLACE	Local	5937	5941
YACHT	WAY	Local	6001	6033
LAKE CROSSING	DRIVE	Local	0	0
MOURNING DOVE	WAY	Local	7501	7529
CAPITOLA FARM	ROAD	Local	6531	6641
PROMENADE	COURT	Local	7425	7431
TANNER	STREET	Local	5915	5917
VINTAGE	DRIVE	Local	7403	7413
SOARING EAGLE	DRIVE	Local	7701	7747
SARATOGA	DRIVE	Local	7053	7055
SARATOGA	DRIVE	Local	7057	7077

RAILROAD	AVENUE	Local	5203	5213
RADFORD	ROAD	Local	0	0
HOG MOUNTAIN	ROAD	Local	4451	4521
ELWOOD	CIRCLE	Local	5601	5609
SOARING EAGLE	DRIVE	Local	7751	7779
TENSPEED	COURT	Local	7625	7655
SPRING	STREET	Local	5305	5307
WETLANDS	COURT	Local	7501	7515
SPRING	STREET	Local	5103	5165
KEEPSAKE	LANE	Local	7803	7927
BLACKJACK	ROAD	Local	6031	6049
WHISTLING DUCK	WAY	Local	7431	7459
LEMON GRASS	LANE	Local	6501	6535
BAY LAUREL	WAY	Local	6901	6909
TRAILING IVY	WAY	Local	6901	6815
LAKE CROSSING	DRIVE	Local	7301	7329
VINTAGE	DRIVE	Local	7443	7455
MORROW	DRIVE	Local	6005	6055
INDEPENDENCE	DRIVE	Local	7101	7113
MITCHELL	STREET	Local	5405	5407
MCEVER	ROAD	Local	6401	6403
LAKE CROSSING	DRIVE	Local	7401	7449
REGATTA	WAY	Local	7463	7493
BENCHMARK	DRIVE	Local	7803	7811
BREEZY LAKE	LANE	Local	7517	7539
BREEZY LAKE	LANE	Local	7501	7515
CANTRELL	ROAD	Local	0	0
CAPITOLA FARM	ROAD	Local	6661	6949
CAPITOLA FARM	ROAD	Local	6437	6529
CHURCH	STREET	Local	5831	5929
CHURCH	STREET	Local	5627	5647
CHURCH	STREET	Local	5703	5707
CHURCH	STREET	Local	5617	5623
CHURCH	STREET	Local	5611	5615
COPPER KETTLE	WAY	Local	7701	7709
COPPER KETTLE	WAY	Local	7501	7511
COPPER KETTLE	WAY	Local	7711	7715
DRAGONFLY	COURT	Local	7823	7831
ELWOOD	CIRCLE	Local	5619	5659
FIRESIDE	LANE	Local	7423	7449
GAINESVILLE	STREET	Local	5101	5285
GAINESVILLE	STREET	Local	5403	5415
GAINESVILLE	STREET	Local	5505	5513
GERMANTOWN	DRIVE	Local	6505	6513
GRANITE	COURT	Local	7101	7299
HOG MOUNTAIN	ROAD	Local	4561	4675
JONES	ROAD	Local	0	0

LAKE CROSSING	DRIVE	Local	0	0
LAKE STERLING	BOULEVARD	Local	6801	6899
LAKE STERLING	BOULEVARD	Local	7201	7255
LAKE STERLING	BOULEVARD	Local	7001	7049
LAKE STERLING	BOULEVARD	Local	7311	7349
LAKE STERLING	BOULEVARD	Local	7101	7139
LAKE STERLING	BOULEVARD	Local	7301	7309
LAKE STERLING	BOULEVARD	Local	0	0
LAZY HAMMOCK	WAY	Local	7303	7319
LEMON GRASS	LANE	Local	6537	6585
LORIMAR	COURT	Local	6127	6131
LORIMAR	COURT	Local	6133	6135
MITCHELL	STREET	Local	5507	5509
MOCKINGBIRD	LANE	Local	7409	7473
MOCKINGBIRD	LANE	Local	7401	7407
PORTER	ROAD	Local	4701	4775
REGATTA	WAY	Local	7401	7419
SLEEPY LAGOON	WAY	Local	7903	7927
SLEEPY LAGOON	WAY	Local	7721	7731
TINY SPARROW	LANE	Local	7401	7417
VALLEY FORGE	DRIVE	Local	7011	7043
VALLEY FORGE	DRIVE	Local	7047	7063
WESTIN	CIRCLE	Local	5705	5729
BIRD SONG	PLACE	Local	7301	7375
SLEEPY LAGOON	WAY	Local	8073	8097
GAINESVILLE	STREET	Local	6001	6197
MULBERRY	STREET	Local	5307	5331
SLEEPY LAGOON	WAY	Local	8003	8067
JIM CROW	ROAD	Local	5511	5513
VALLEY FORGE	DRIVE	Local	7067	7091
COPPER KETTLE	WAY	Local	7717	7749
COPPER KETTLE	WAY	Local	7531	7553
BROOKSTONE	CIRCLE	Local	7525	7586
GAINESVILLE	STREET	Local	5805	5819
SPOUT SPRINGS	ROAD	Local	5945	6085
EAST MAIN	STREET	Local	5501	5525
LIGHTS FERRY	ROAD	Local	5801	5805
RAILROAD	AVENUE	Local	0	0
ASHMOORE	COURT	Local	5403	5503
FELLOWSHIP	LANE	Local	6903	6973
BRIDGEPORT	COURT	Local	5811	5881
GAINESVILLE	STREET	Local	5909	5917
LAKE STERLING	BOULEVARD	Local	6401	6449
LAKE STERLING	BOULEVARD	Local	6501	6549
PHIL NIEKRO	BOULEVARD	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	0	0

GAINESVILLE	STREET	Local	5303	5321
GAINESVILLE	STREET	Local	5605	5609
PHIL NIEKRO	BOULEVARD	Local	5823	5839
OLD ORR	ROAD	Local	0	0
BROOKSTONE	CIRCLE	Local	7503	7517
BROOKSTONE	CIRCLE	Local	7417	7443
BRIDGEPORT	COURT	Local	5715	5755
MITCHELL	STREET	Local	6101	6225
MULBERRY	STREET	Local	5101	5109
CHURCH	STREET	Local	5803	5827
BENCHMARK	DRIVE	Local	7905	7947
BRADSHAW	COURT	Local	5805	5845
BRASS LANTERN	DRIVE	Local	7801	7909
CHATTAHOOCHEE	STREET	Local	5205	5231
HOG MOUNTAIN	ROAD	Local	4301	4409
SLEEPY LAGOON	WAY	Local	7705	7717
BENCHMARK	DRIVE	Local	7841	7859
CHESTNUT	STREET	Local	5503	5513
WEATHERVANE	ROAD	Local	7203	7231
CHURCH	STREET	Local	5601	5609
LAKE STERLING	BOULEVARD	Local	7351	7375
MULBERRY	STREET	Local	5201	5207
CHATTAHOOCHEE	STREET	Local	5107	5109
REGATTA	WAY	Local	7301	7309
REGATTA	WAY	Local	7201	7209
COPPER KETTLE	WAY	Local	7751	7779
SPOUT SPRINGS	ROAD	Local	6407	6473
HOG MOUNTAIN	ROAD	Local	5001	5291
RADFORD	ROAD	Local	0	0
NEWBERRY POINT	DRIVE	Local	5551	5791
SPOUT SPRINGS	ROAD	Local	5841	5915
ELWOOD	CIRCLE	Local	0	0
MAIN	STREET	Local	5505	5519
BRASS LANTERN	DRIVE	Local	7911	7925
SPRING	STREET	Local	5005	5007
COPPER KETTLE	WAY	Local	7781	7801
BROOKSTONE	CIRCLE	Local	0	0
MITCHELL	STREET	Local	5905	5931
THURMON TANNER	PARKWAY	Local	0	0
HOG MOUNTAIN	ROAD	Local	4677	4733
MULBERRY	STREET	Local	0	0
BRIDGEPORT	COURT	Local	5703	5713
SPRING	STREET	Local	5403	5511
TANNER	STREET	Local	0	0
CANOPY	LANE	Local	0	0
RAILROAD	AVENUE	Local	5305	5505
LAZY HAMMOCK	WAY	Local	7321	7429

MULBERRY	STREET	Local	5403	5415
SWITCHBACK	LANE	Local	7403	7415
LAKE STERLING	BOULEVARD	Local	0	0
CAPITOLA FARM	ROAD	Local	6643	6659
LAKE CROSSING	DRIVE	Local	7701	7729
SHADY GLEN	DRIVE	Local	7445	7477
MITCHELL	STREET	Local	6003	6097
PINE	STREET	Local	5203	5205
REGATTA	WAY	Local	7351	7397
MOONEY	DRIVE	Local	0	0
VALLEY FORGE	DRIVE	Local	7001	7007
CHESTNUT	STREET	Local	5301	5325
SILVERLEAF	DRIVE	Local	7325	7341
CHESTNUT	STREET	Local	5407	5409
MAIN	STREET	Local	5703	5717
BLACKJACK	ROAD	Local	5901	6029
THURMON TANNER	PARKWAY	Local	0	0
ASHMOORE	COURT	Local	5509	5669
MAIN	STREET	Local	5607	5609
SLEEPY LAGOON	WAY	Local	7603	7615
HOG MOUNTAIN	ROAD	Local	4801	4849
CHURCH	STREET	Local	5505	5509
GAINES FERRY	ROAD	Local	6181	6193
SPRING	STREET	Local	0	0
VICTORIA	DRIVE	Local	4703	4737
GRANITE	COURT	Local	7001	7099
BOSTON	TRAIL	Local	0	0
MOSSY LOG	COURT	Local	7523	7537
CLARKSTONE	CIRCLE	Local	4703	4741
ELWOOD	CIRCLE	Local	0	0
ARTISANS	WAY	Local	7105	7121
MITCHELL	STREET	Local	5603	5605
CLARKSTONE	DRIVE	Local	4701	4717
CANOPY	LANE	Local	0	0
CLARKSTONE	DRIVE	Local	4801	4895
MARTIN	STREET	Local	0	0
LAKE CROSSING	DRIVE	Local	0	0
ASHMOORE	LANE	Local	5423	5441
CANTRELL	ROAD	Local	4717	4719
MARTIN	STREET	Local	5633	5635
CHARIOT	DRIVE	Local	4777	4795
GAINES FERRY	ROAD	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	5503	5505
SPRING	STREET	Local	5205	5215
EAST MAIN	STREET	Local	0	0
UNNAMED	STREET	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	5669	5671

LIGHTS FERRY	ROAD	Local	5701	5715
PADDLEWHEEL	COURT	Local	7263	7271
HOG MOUNTAIN	ROAD	Local	4851	4885
CHURCH	STREET	Local	5211	5215
REGATTA	WAY	Local	7241	7249
CHURCH	STREET	Local	5227	5245
BRIDGEPORT	COURT	Local	5803	5809
ELWOOD	CIRCLE	Local	0	0
GAINESVILLE	STREET	Local	5703	5709
THURMON TANNER	PARKWAY	Local	0	0
THURMON TANNER	PARKWAY	Local	0	0
CANTRELL	ROAD	Local	4727	4783
PHIL NIEKRO	BOULEVARD	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	5735	5775
KNIGHT	DRIVE	Local	0	0
CHESTNUT	STREET	Local	0	0
WHITEWATER	DRIVE	Local	7255	7259
THURMON TANNER	PARKWAY	Local	0	0
EAST MAIN	STREET	Local	5411	5499
BELL	FORK	Local	6509	6511
CANTRELL	ROAD	Local	0	0
CANTRELL	ROAD	Local	0	0
CHARIOT	DRIVE	Local	4705	4771
DEBBIE	LANE	Local	0	0
GAINES FERRY	ROAD	Local	6201	6249
MAIN	STREET	Local	0	0
PHIL NIEKRO	BOULEVARD	Local	0	0
WHITEWATER	DRIVE	Local	7285	7291
RAILROAD	AVENUE	Local	4759	4793
BROOKSTONE	WAY	Local	7403	7407
ELWOOD	CIRCLE	Local	0	0
CHURCH	STREET	Local	5405	5407
CHURCH	STREET	Local	5305	5313
CANTRELL	ROAD	Local	4601	4649
MOHAVE	COURT	Local	5603	5643
DEBBIE	LANE	Local	5905	5923
VICTORIA	DRIVE	Local	4743	4781
REED	STREET	Local	5231	5255
HOLLAND DAM	ROAD	Local	4651	4699
CHURCH	STREET	Local	5171	5185
PINE	STREET	Local	0	0
VICTORIA	COURT	Local	4801	4843
CANTRELL	ROAD	Local	4651	4697
MYERS	STREET	Local	0	0
CHINOOK	COURT	Local	5605	5647
PINE	STREET	Local	5603	5607



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Review of RoadBotics Study and Implications for Road Maintenance in our Capital Improvement Program Budget - Rich Edinger, Clark Patterson Lee

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

This report is the result of a \$6,375 expenditure with Clark Patterson Lee to use Roadbotics to collect and analyze data on the condition of the City streets.

FACTS AND ISSUES:

The attached documents represent all the data. Mr. Edinger will be making a PowerPoint presentation at the Council meeting that will more concisely present all this data.

While the initial recommendation from Mr. Edinger was based on a three-year time frame, we are working to amend that to fit our six year schedule with SPLOST VIII.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

These numbers are being folded into the future Capital Improvement Plan.

RECOMMENDATION:

Report Only

SAMPLE MOTION:

Not Applicable

COLLABORATING DEPARTMENT:

Finance

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [FB PavementAssessment Apr2020_ARCHE.pdf](#)
- [Flowery Branch 2019-20 Pavement Assessment Report 5-6-2020.pdf](#)
- [FloweryBranchGA_wRBratings_CPL20.xlsx](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 20-014 a request for road abandonment by NNP-Looper Lake, LLC.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

FACTS AND ISSUES:

Request is to abandon a portion of Cherokee Rose Way to create a cul-de-sac. This stops Cherokee Rose Way from being a cut through from Pod Z through the Knutson tract. The Knutson tract is served by Scarlet Oak Way and Blackbird Court. The portion to be abandoned is shown in the Resolution as Exhibit "A" and as a separate attachment below in Granicus. The new Cherokee Rose Way cul-de-sac will be accepted by the City via resolution when the street in its entirety is submitted for City take over by NNP-Looper Lake, LLC.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve Resolution #20-014 as submitted.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Resolution 20-014 SOTL.docx](#)
- [Exhibit A.pdf](#)

- [IMG_3172.jpg](#)

RESOLUTION 20-014

A RESOLUTION TO ABANDON A PORTION OF CHEROKEE ROSE WAY LOCATED IN THE STERLING ON THE LAKE SUBDIVISION

WHEREAS, Cherokee Rose Way located in the Sterling on the Lake subdivision ("Streets") is to become a public road and part of the street system of the City of Flowery Branch ("City") upon acceptance by the City;

WHEREAS, all owners of land that abuts on said portion of Street to be abandoned have consented in writing via a signed petition to said abandonment and have assigned any rights they may have in said portion of Street to NNP-Looper Lake, LLC.;

WHEREAS, said portion of the street to be abandoned is shown shaded on Exhibit "A";

WHEREAS, the City has the authority to abandon said portion of Street pursuant to O.C.G.A. § 32-7-1;

WHEREAS, the City has complied with the notice requirements of O.C.G.A. § 32-7-2(c) as well as all other requirements for the abandonment of the portion of said Street;

WHEREAS, after due consideration, the City Council has determined that the portion of said Street to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it and has further determined that it is in the best interest of all concerned as well as in the interest of the public and the City to abandon said portion of the Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Flowery Branch as follows:

(1) That a portion of the street system of the City of Flowery Branch known as Cherokee Rose Way, shown shaded on Exhibit "A," which is attached hereto and incorporated by reference as if fully set forth herein, are hereby abandoned.

(2) That the City Manager or his/her designee, and is hereby authorized and directed to execute any necessary quitclaim deed(s) of said abandoned Streets.

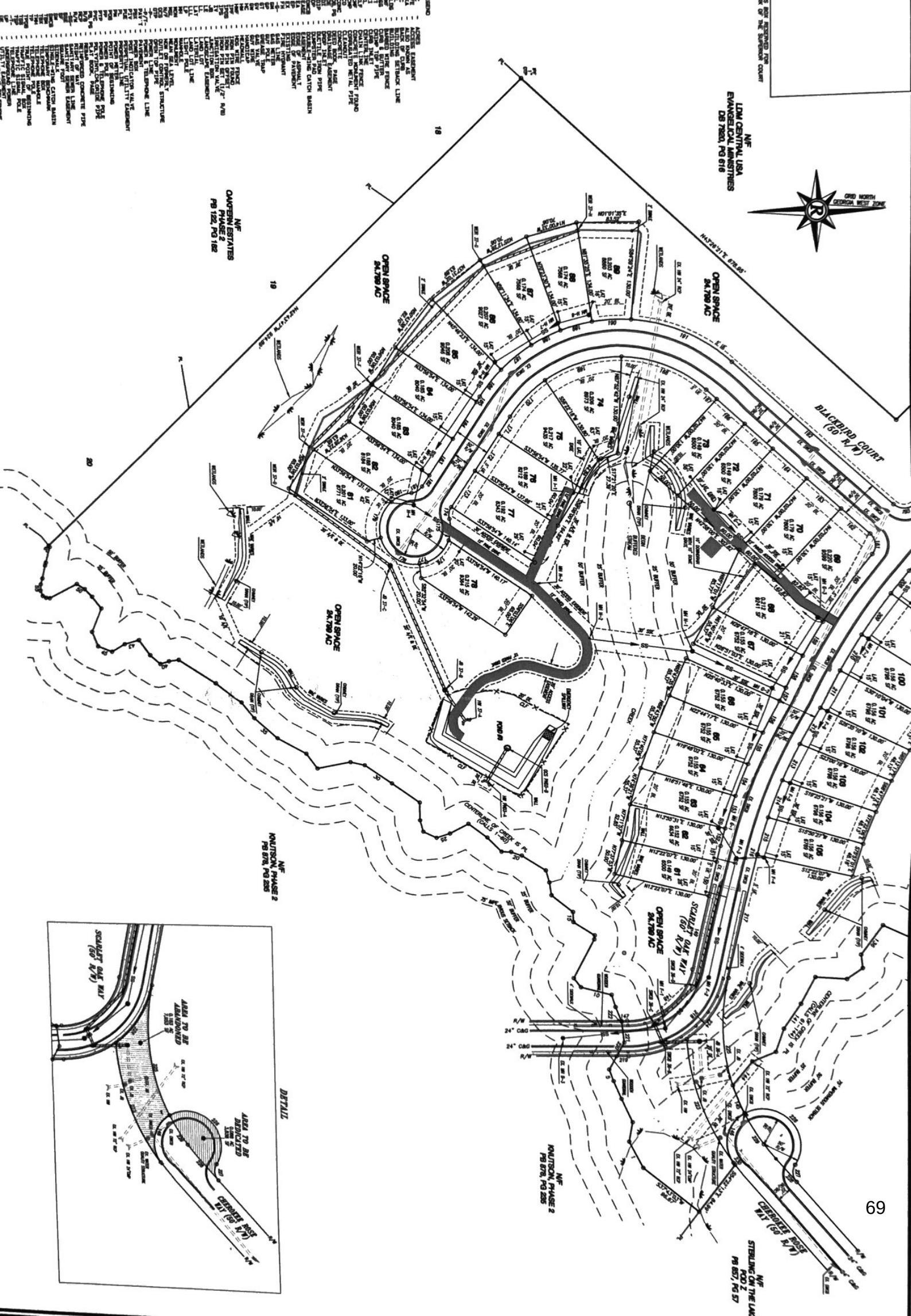
SO RESOLVED this 21st day of May, 2020.

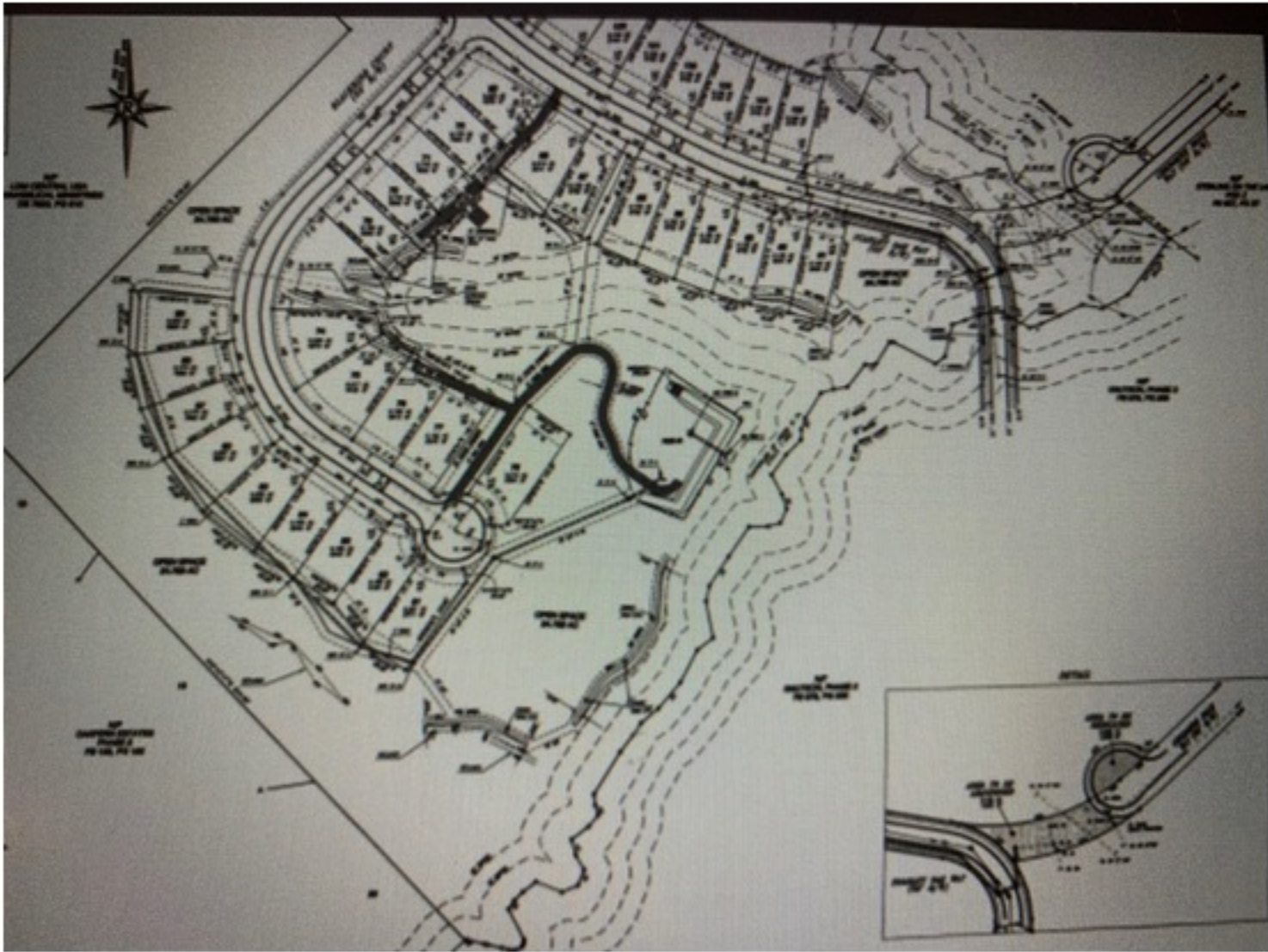
Michael Miller, Mayor

Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Applying for the Tree City USA Program

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

While making recommendations for the development of property at the corner of Church Street and Knight Drive, it became necessary to make a decision on the removal of what is likely the largest tree in the City. This has prompted me to think we really should consider a more vigorous tree program. We need to take care to preserve the trees we have but when they must be removed, there should be a program in place to replace these older trees with new trees to take their place. And, these new trees should be the correct species and have a care program to get them to maturity.

We would be able to count the funding we already spend on chipping and other tree issues towards the funding for this program, so this does not necessarily have to add hardly any expense to our budget. However, we do need to start an effort to replant trees and care for trees in the City.

FACTS AND ISSUES:

Tree City USA Standards

To qualify as a Tree City USA community, you must meet four standards established by the Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management program and that no community would be excluded because of size.

Standard 1 - A Tree Board or Department - Someone must be legally responsible for the care of all trees on city- or town-owned property. By delegating tree care decisions to a professional forester, arborist, city department, citizen-led tree board or some combination, city leaders determine who will perform necessary tree work. The public will also know who is accountable for decisions that impact community trees. Often, both professional staff and an advisory tree board are established, which is a good goal for most communities.

The formation of a tree board often stems from a group of citizens. In some cases a mayor or city officials have started the process. Either way, the benefits are immense. Involving residents and business owners creates wide awareness of what trees do for the community and provides broad support for better tree care.

Standard 2 - A Tree Care Ordinance - A public tree care ordinance forms the foundation of a city's tree care program. It provides an opportunity to set good policy and back it with the force of law when necessary. A key section of a qualifying ordinance is one that establishes the tree board or forestry department—or both—and gives one of them the responsibility for public tree care (as reflected in Standard 1). It should also assign the task of crafting and implementing a plan of work or for documenting annual tree care activities.

Qualifying ordinances will also provide clear guidance for planting, maintaining and/or removing trees from streets, parks and other public spaces as well as activities that are required or prohibited. Beyond that, the ordinance should be flexible enough to fit the needs and circumstances of the particular community.

Standard 3 - A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita - City trees provide many benefits—clean air, clean water, shade and beauty to name a few—but they also require an investment to remain healthy and sustainable. By providing support at or above the \$2 per capita minimum, a community demonstrates its

commitment to grow and tend these valuable public assets. Budgets and expenditures require planning and accountability, which are fundamental to the long-term health of the tree canopy and the Tree City USA program.

To meet this standard each year, the community must document at least \$2 per capita toward the planting, care and removal of city trees—and the planning efforts to make those things happen. At first this may seem like an impossible barrier to some communities. However, a little investigation usually reveals that more than this amount is already being spent on tree care. If not, this may signal serious neglect that will cost far more in the long run. In such a case, working toward Tree City USA recognition can be used to reexamine the community's budget priorities and redirect funds to properly care for its tree resources before it is too late.

Standard 4 - An Arbor Day Observance and Proclamation - An effective program for community trees would not be complete without an annual Arbor Day ceremony. Citizens join together to celebrate the benefits of community trees and the work accomplished to plant and maintain them. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$ 7,200 PCD/Professional Services and Projects 100-7400-521201

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City to approve the task order with CPL so we may prepare an application for the Tree City USA Program.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [CPL FB Tree Cty USA Program Proposal 20.04.20.pdf](#)
- [Exec Summary for Tree City USA.pdf](#)

April 20, 2020

Mr. Bill Andrew, City Manager
City of Flowery Branch
PO Box 757
5410 Pine Street
Flowery Branch, GA. 30542

VIA EMAIL

RE: City of Flowery Branch
Tree City USA Proposal

Dear Mr. Andrew:

Clark Patterson Lee (CPL) is pleased to provide this proposal to assess, apply for and manage Tree City USA program on behalf of Flowery Branch, as follows:

Scope of Work

Task 1 – Tree City USA Assessment

- Review the City's current program to understand what needs to be accomplished to prepare for the application cycle
- Review of Tree Ordinance
- Review of budget allocations toward tree establishment, preservation, and maintenance
- Make recommendations to augment the program to meet minimum application thresholds

Task 2 – Implement Minimum Application Requirements

- Make Tree Ordinance revisions, including agenda documentation for ordinance amendments
- Recommend a minimum budget to be allocated for a community forest program
- Develop proclamation for observation of Arbor Day (National Arbor Day – April 24, 2020)

Task 3—Make Initial Tree City USA Application

- Collect application materials (November deadline—applications available late fall)
- Develop Arbor Day Proclamation
- Submit all supporting documentation for inclusion on City Council or for signature of Mayor

Task 4—Annual Program Management

- Maintain certification by making annual renewal application
- Consult with City staff to allocate and spend required budget annually
- Develop annual proclamation for observation of Arbor Day
- Plan annual Arbor Day event (e.g.: tree planting or seedling giveaway)
- Serve as arborist/tree department, responsible for all trees on City-owned property
- Attend award ceremony annually and accept on behalf of the City (February)

Fee:

Year 1 – Application: \$7,200 (first year lump sum fee)

Years 2+ – Annual Program Management: \$3,500 (lump sum annually after year 1)

Assumptions:

A point person from City staff will be assigned to coordinate application materials; tracking of expenses related to tree budget; and planning of public events.

CPL will perform additional services not referenced in the scope of work hourly in accordance with the hourly rates listed in Appendix 'B'.

We will not exceed the estimated budget without authorization from the City. Direct expenses will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Flowery Branch and CPL with respect to the work to be performed by CPL for the benefit of Flowery Branch and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Flowery Branch and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING



Rich Edinger, P.E.
Vice President

cc: file

Accepted this _____ day of _____, 2020

By: _____ Title: _____

APPENDIX "A"

TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ENGINEER	\$210 - \$240/HR
PROJECT MANAGER	\$180 - \$210/HR
SR. STAFF ENGINEER / SR. ARCHITECT / SR. PLANNER	\$ 145 - \$165/HR
STAFF ENGINEER / ARCHITECT / PLANNER	\$ 125 - \$150/HR
JR. ENGINEER / JR. ARCHITECT / JR. PLANNER	\$ 85 - \$125/HR
DESIGNER / DRAFTPERSON	\$ 60 - \$70/HR
JR. DESIGNER / JR. DRAFTPERSON / JR. PLANNER	\$ 50 - \$55/HR
SECRETARIAL	\$ 45/HR
AUTO MILEAGE	IRS RATE + 15%
MISCELLANEOUS	COST PLUS 15%

Last revised March 1, 2019



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Applying for the Tree City USA Program

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

While making recommendations for the development of property at the corner of Church Street and Knight Drive, it became necessary to make a decision on the removal of what is likely the largest tree in the City. This has prompted me to think we really should consider a more vigorous tree program. We need to take care to preserve the trees we have but when they must be removed, there should be a program in place to replace these older trees with new trees to take their place. And, these new trees should be the correct species and have a care program to get them to maturity.

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OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$ 7,200 PCD/Professional Services and Projects 100-7400-521201

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City to approve the task order with CPL so we may prepare an application for the Tree City USA Program.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [CPL FB Tree Cty USA Program Proposal 20.04.20.pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-015 a request to abandon Bragg Road.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

Bragg Road was intended to be abandoned for the purpose of building a walking trail as conditioned per per ordinance 239J and 240J (attached).

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve Resolution 20-015 as submitted.

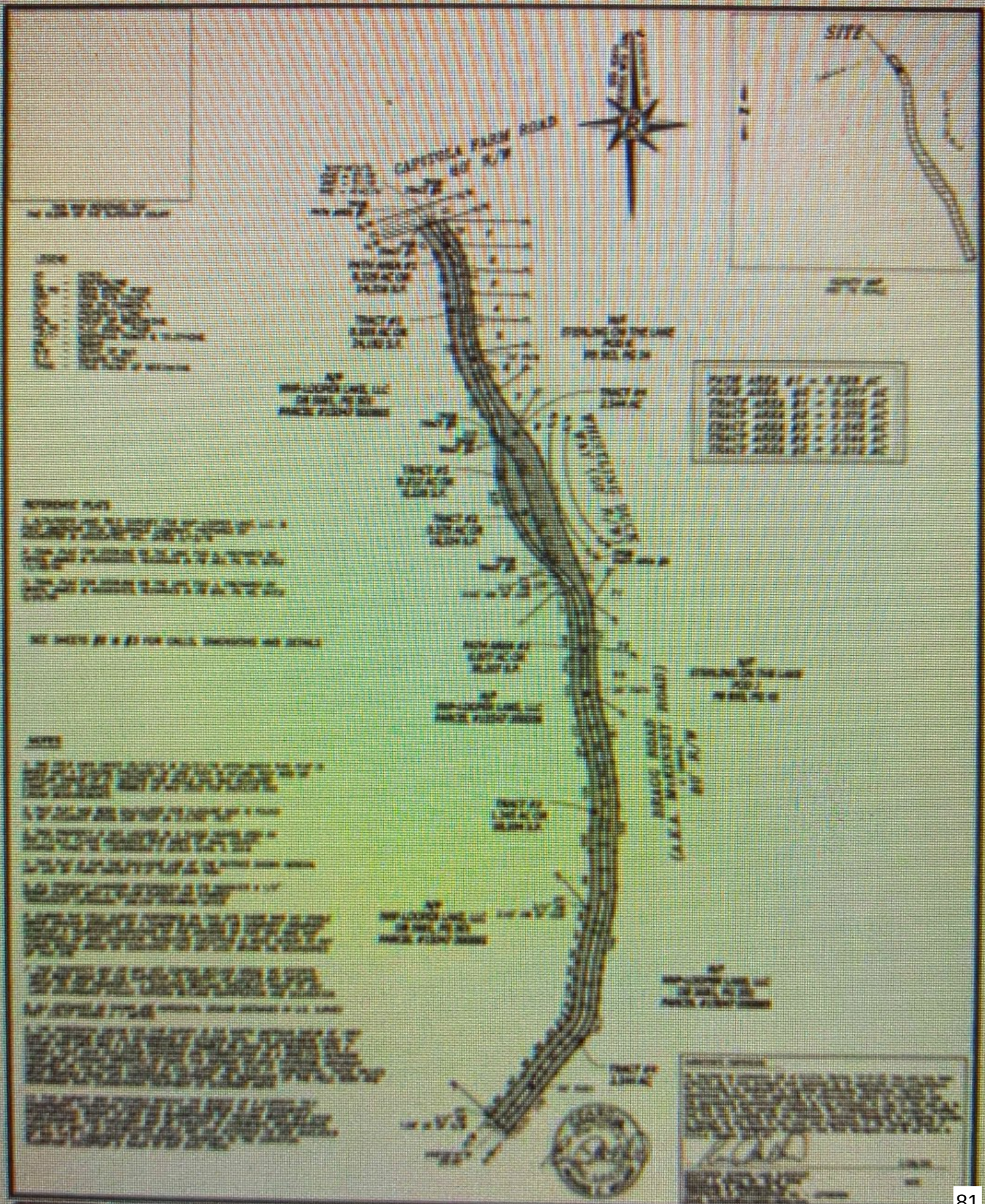
COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Bragg Road for Granicus.pdf](#)
- [Bragg Road 239 J Rezoning Ordinance ERB Rev.pdf](#)
- [Bragg_Road_Resolution ERB Rev.docx](#)



DO NOT SCALE UP
OR DOWN FROM ORIGINAL SIZE

TRACT 1 CAGE TABLE
(TABLES 1-27)

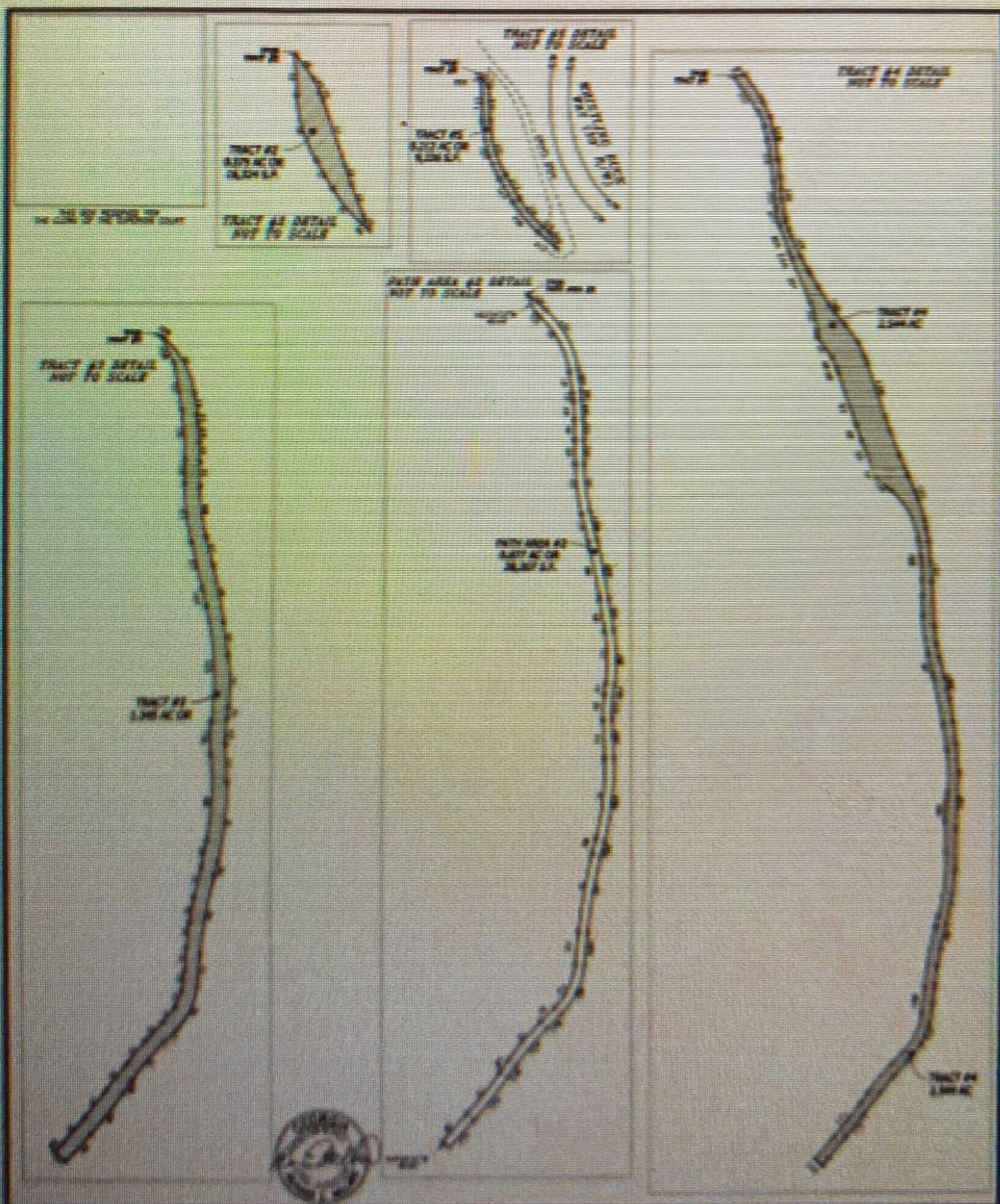
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TRACT 2 CAGE TABLE
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10/1/78	19:15	211	211
10/1/78	19:20	212	212
10/1/78	19:25	213	213
10/1/78	19:30	214	214
10/1/78	19:35	215	215
10/1/78	19:40	216	216
10/1/78	19:45	217	217
10/1/78	19:50	218	218
10/1/78	19:55	219	219
10/1/78	20:00	220	220
10/1/78	20:05	221	221
10/1/78	20:10	222	222
10/1/78	20:15	223	223
10/1/78	20:20	224	224
10/1/78	20:25	225	225
10/1/78	20:30	226	226
10/1/78	20:35	227	227
10/1/78	20:40	228	228
10/1/78	20:45	229	229
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10/1/78	21:00	232	232
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10/1/78	21:25	237	237
10/1/78	21:30	238	238
10/1/78	21:35	239	239
10/1/78	21:40	240	240
10/1/78	21:45	241	241
10/1/78	21:50	242	242
10/1/78	21:55	243	243
10/1/78	22:00	244	244
10/1/78	22:05	245	245
10/1/78	22:10	246	246
10/1/78	22:15	247	247
10/1/78	22:20	248	248
10/1/78	22:25	249	249

TRACT 3 CAGE TABLE
(TABLES 50-80)

DATE	TIME	NO.	NO.
10/1/78	22:30	250	250
10/1/78	22:35	251	251
10/1/78	22:40	252	252
10/1/78	22:45	253	253
10/1/78	22:50	254	254
10/1/78	22:55	255	255
10/1/78	23:00	256	256
10/1/78	23:05	257	257
10/1/78	23:10	258	258
10/1/78	23:15	259	259
10/1/78	23:20	260	260
10/1/78	23:25	261	261
10/1/78	23:30	262	262
10/1/78	23:35	263	263
10/1/78	23:40	264	264
10/1/78	23:45	265	265
10/1/78	23:50	266	266
10/1/78	23:55	267	267
10/1/78	00:00	268	268
10/1/78	00:05	269	269
10/1/78	00:10	270	270
10/1/78	00:15	271	271
10/1/78	00:20	272	272
10/1/78	00:25	273	273
10/1/78	00:30	274	274
10/1/78	00:35	275	275
10/1/78	00:40	276	276
10/1/78	00:45	277	277
10/1/78	00:50	278	278
10/1/78	00:55	279	279
10/1/78	01:00	280	280
10/1/78	01:05	281	281
10/1/78	01:10	282	282
10/1/78	01:15	283	283
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10/1/78	01:50	290	290
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10/1/78	02:05	293	293
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10/1/78	08:50	374	374
10/1/78	08:55	375	375
10/1/78	09:00	376	376
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Public Hearing Published 4/17/19
Public Hearing 5/2/19

First Reading 5/2/19
Adopted 6/6/19

ORDINANCE NO. 239-J & 240-J

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY ZONING A 6.51+/- ACRE PARCEL OF LAND OWNED BY BRIAN T. THOMAS COMMONLY KNOWN AS 6712 BRAGG ROAD, IDENTIFIED AS TAX PARCEL NO. 15047 000006, AS SHOWN ON EXHIBIT "A" AND AS LEGALLY DESCRIBED ON EXHIBIT "B" BY REZONING SAID PARCEL FROM HALL COUNTY AR-III (AGRICULTURAL RESIDENTIAL) TO FLOWERY BRANCH PLANNED UNIT DEVELOPMENT SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Mr. Brian T. Thomas, owns all that tract or parcel of land totaling 6.51 +/- acres identified as Parcel Tax Identification No. 15047 000006, as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of NNP-Looper Lake, LLC., and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, NNP-Looper Lake, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of May 2, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and does have a reasonable economic use as currently zoned AR III.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development) subject to the conditions set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 1st, 2019.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 6th day of June 2019.

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

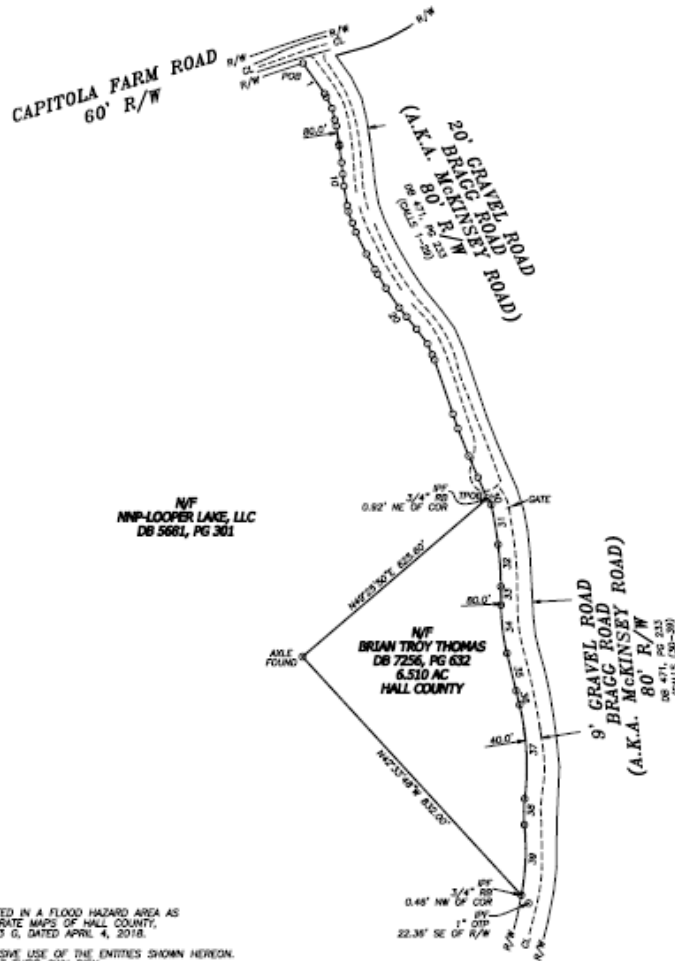
LEGEND

AC - ACRES
AKA - ALSO KNOWN AS
CL - CENTERLINE
COR - CORNER
OR PG - USED BOOK, PAGE
JTP - IRON PIN FOUND
N/C - NOW OR FORMERLY
OTF - OPEN TOP FENCE
PL - PROPERTY LINE
POB - POINT OF BEGINNING
PL PG - PLAT BOOK, PAGE
RB - REBAR
R/W - RIGHT OF WAY
TPOB - TRUE POINT OF BEGINNING



CALL TABLE

LINE	CHORD BEARING	CHORD	ARC	RADIUS
1	S35°33'22"E	85.92		
2	S28°18'54"E	9.89		
3	S28°18'54"E	32.68		
4	S13°38'48"E	30.32		
5	S13°38'48"E	18.38		
6	S08°47'40"E	47.30		
7	S07°47'38"E	4.51		
8	S07°47'38"E	42.61		
9	S08°41'19"E	30.12		
10	S08°41'19"E	31.10		
11	S09°45'18"E	50.54		
12	S09°45'18"E	15.38		
13	S20°05'35"E	37.25		
14	S20°05'35"E	25.48		
15	S28°47'37"E	62.22		
16	S28°33'58"E	44.99		
17	S30°48'10"E	14.14		
18	S30°48'10"E	42.01		
19	S34°10'41"E	60.67		
20	S32°12'29"E	29.82		
21	S32°12'29"E	41.11		
22	S36°32'08"E	46.84		
23	S23°28'56"E	30.50		
24	S23°28'56"E	15.08		
25	S18°55'04"E	146.39		
26	S18°55'04"E	39.58		
27	S21°38'19"E	25.25		
28	S21°38'19"E	60.58		
29	S24°02'37"E	58.89		
30	S37°10'01"E	18.02	18.41	28.20
31	S08°42'41"E	103.99	103.99	1179.13
32	S03°48'11"E	108.11	108.11	918.35
33	S06°25'16"E	47.42		
34	S07°03'19"E	124.84	125.12	340.26
35	S13°41'23"E	99.27		
36	S13°41'23"E	37.34		
37	S03°08'48"E	241.80	243.05	680.34
38	S00°42'11"W	88.88	87.01	286.82
39	S02°25'48"W	181.17	181.82	518.60



NOTES

1. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD INSURANCE RATE MAPS OF HALL COUNTY, GEORGIA, PANEL NO. 1304600293 G, DATED APRIL 4, 2018.
2. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
3. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. (39.37 INCHES = 1 METER)
4. THIS IS NOT A BOUNDARY SURVEY AND NOT INTENDED TO TRANSFER PROPERTY.

REFERENCE PLATS

1. RETRACEMENT SURVEY FOR NNP-LOOPER LAKE, LLC, PREPARED BY ROCHESTER & ASSOCIATES, INC., DATED 5/31/19

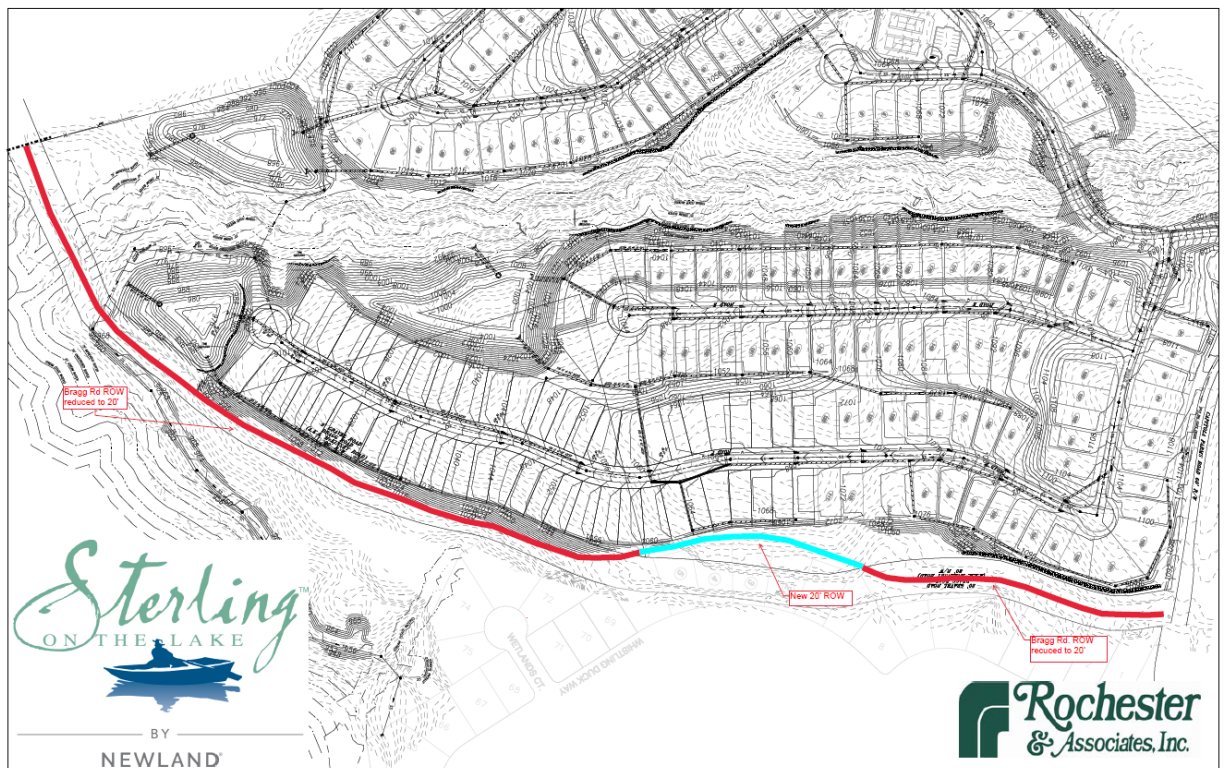
Legal Description (Bragg Tract)

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 southern Right-of-Way of Capitola Farms Road (60' R/W) and the southwestern Right-of-Way of Bragg Road, also known as McKinsey Road (80' R/W); thence continuing along the Right-of-Way of said Bragg Road South 35°33'22" East, a distance of 95.92 feet to a point; thence South 26°18'54" East, a distance of 9.89 feet to a point; thence South 26°18'54" East, a distance of 32.66 feet to a point; thence South 13°38'48" East, a distance of 30.32 feet to a point; thence South 13°38'48" East, a distance of 16.38 feet to a point; thence South 08°47'40" East, a distance of 47.30 feet to a point; thence South 07°47'38" East, a distance of 4.51 feet to a point; thence South 07°47'38" East, a distance of 42.61 feet to a point; thence South 05°41'15" East, a distance of 30.12 feet to a point; thence South 05°41'15" East, a distance of 31.10 feet to a point; thence South 09°45'18" East, a distance of 50.54 feet to a point; thence South 09°45'18" East, a distance of 15.38 feet to a point; thence South 20°05'35" East, a distance of 31.25 feet to a point; thence South 20°05'35" East, a distance of 25.48 feet to a point; thence South 25°47'37" East, a distance of 62.22 feet to a point; thence South 28°33'58" East, a distance of 44.98 feet to a point; thence South 30°45'10" East, a distance of 14.14 feet to a point; thence South 30°45'10" East, a distance of 42.01 feet to a point; thence South 34°10'41" East, a distance of 60.67 feet to a point; thence South 39°12'29" East, a distance of 29.82 feet to a point; thence South 39°12'29" East, a distance of 41.11 feet to a point; thence South 36°32'08" East, a distance of 46.94 feet to a point; thence South 23°28'56" East, a distance of 30.50 feet to a point; thence South 23°28'56" East, a distance of 15.08 feet to a point; thence South 18°50'04" East, a distance of 146.39 feet to a point; thence South 18°50'04" East, a distance of 39.58 feet to a point; thence South 21°36'15" East, a distance of 75.25 feet to a point; thence South 23°18'33" East, a distance of 60.58 feet to a point; thence South 24°02'37" East, a distance of 58.89 feet to a point, being the **True Point of Beginning**; thence continuing along said Right-of-Way 19.41 feet along an arc of a curve to the right having a radius of 28.20 feet and a chord bearing and distance of South 31°57'01" East, 19.02 feet to a point; thence 103.99 feet along an arc of a curve to the right having a radius of 1179.13 feet and a chord bearing and distance of South 09°42'41" East, 103.96 feet to a point; thence 108.17 feet along an arc of a curve to the right having a radius of 916.35 feet and a chord bearing and distance of South 03°48'11" East, 108.11 feet to a point; thence South 00°25'16" East, a distance of 47.42 feet to a point; thence 125.12 feet along an arc of a curve to the left having a radius of 540.28 feet and a chord bearing and distance of South 07°03'19" East, 124.84 feet to a point; thence South 13°41'23" East, a distance of 99.27 feet to a point; thence South 13°41'23" East, a distance of 37.34 feet to a point; thence 243.02 feet along an arc of a curve to the right having a radius of 660.34 feet and a chord bearing and distance of South 03°08'48" East, 241.65 feet to a point; thence 67.01 feet along an arc of a curve to the left having a radius of 286.82 feet and a chord bearing and distance of South 00°42'11" West, 66.86 feet to a point; thence 181.82 feet along an arc of a curve to the right having a radius of 618.60 feet and a chord bearing and distance of South 02°25'48" West, 181.17 feet to a point; thence leaving said Right-of-Way and along the property now or formerly of NNP-Looper Lake, LLC North 42°33'48" West, a distance of 832.00 feet to an axle found; thence North 49°25'50" East, a distance of 625.60 feet to the **True Point of Beginning**.

Said tract contains 6.510 Acres.

1. Conditions 1, 31, 32, 33 and 34 set forth in Exhibit B of Ordinance Nos. 239-D and 240-D are repealed.
2. NNP-Looper Lake, LLC agrees to pay the sum of \$320,000.00 to the City of Flowery Branch upon transfer by deed, from NNP-Looper Lake, LLC to the City of Flowery Branch, that portion of the existing Bragg Road Right-of-Way identified below. The right-of-way to be transferred includes an approximately sixty (60) foot portion of the approximately eighty (80) foot existing right-of-way where indicated and also the entire approximately eighty (80) foot right-of-way where indicated. In addition to the lump sum payment, NNP-Looper Lake, LLC agrees to transfer by deed, from NNP-Looper Lake, LLC to the City of Flowery Branch an approximately twenty (20) foot right-of-way where indicated below. NNP-Looper Lake agrees to prepare a survey and legal descriptions of the above described areas and each party will prepare its own deed of transfer.



3. Final location and route of said 20' wide right of way is subject to the approval of the Director of Planning and Community Development.
4. A plan for the improvement of the entire length of approximately 2300 linear feet of said 20' wide right of way. Such plan shall include but not be limited to grading, grassing

and/or other stabilization. Said plan is subject to the approval of the Director of Planning and Community Development which shall be obtained prior to the issuance of a land disturbance permit.

5. NNP Looper Lake, LLC shall design and construct as part of the development of the Honeycutt/Bragg Tract a stormwater detention/retention facility sufficient to manage stormwater from the said 20' wide right of way as if it was completely impervious. NNP- Looper Lake, LLC shall allow the City to utilize said stormwater facility for such purposes and agree to convey to the City all necessary easements for such purposes at no cost to the City. The City shall be responsible to maintain the pro-rata portion of the said facility that provides stormwater management for the public right of way.
6. The development shall be substantially developed in accordance with the revised "Master Site Plan for Sterling on the Lake" dated March 8, 2019 submitted to the City and shown below.



7. Total lots for the development shall not exceed 2000.
8. Each dwelling unit shall have at minimum a two-car garage.

9. Homes shall be stick built and consistent with American Craftsman theme evident throughout Sterling on the Lake. A minimum two exterior materials and a maximum of three exterior materials are required. All elevations shall be reviewed and approved by the DRC Committee prior to submittal to the City for approval.
10. No fencing shall be allowed within the front setback area.
11. The amenities shall include 2 tennis courts.
12. Thirty percent (30%) of the total land area of the PUD shall remain open space.
13. All other conditions of zoning not deleted or revised by this Ordinance shall remain in full force and effect.

RESOLUTION 20-015

A RESOLUTION TO ABANDON BRAGG ROAD

WHEREAS, Bragg Road is ("Street") part of the street system of the City of Flowery Branch ("City");

WHEREAS, said Street to be abandoned is shown shaded on Exhibit "A";

WHEREAS, the City has the authority to abandon said Street pursuant to O.C.G.A. § 32-7-1;

WHEREAS, the City has complied with the notice requirements of O.C.G.A. § 32-7-2(c) as well as all other requirements for the abandonment of the portion of said Street;

WHEREAS, after due consideration, the City Council has determined that said Street to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it and has further determined that it is in the best interest of all concerned as well as in the interest of the public and the City to abandon said portion of the Street.

WHEREAS, zoning condition C.2 of ordinance 239J and 240J adopted by the City of Flowery Branch City Council on June 6, 2019 requires the exchange of real property by NNP-Looper Lake, LLC and the City for the purpose of the eventual construction of a public walking trail.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Flowery Branch as follows:

- (1) That a portion of the street system of the City of Flowery Branch known as Bragg Road, shown on Exhibit "A," which is attached hereto and incorporated by reference as if fully set forth herein, is hereby abandoned.
- (2) That the Mayor or his/her designee, is hereby authorized and directed to execute any necessary quitclaim deed(s) of said abandoned Streets.

SO RESOLVED this 21st day of May, 2020.

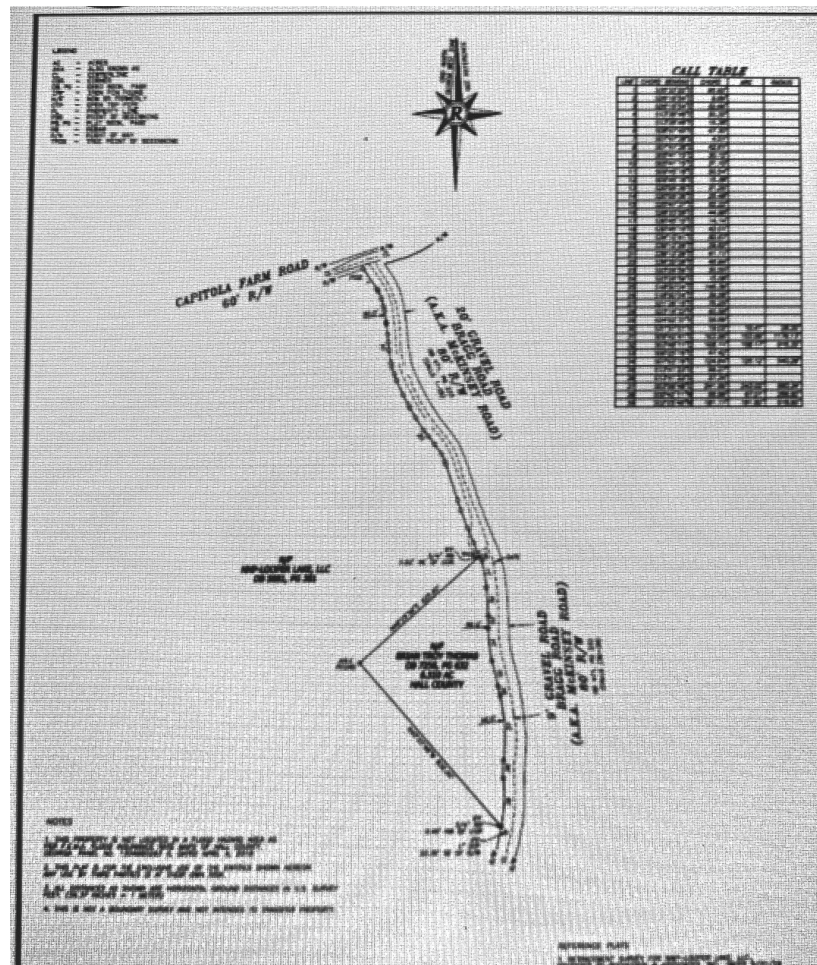
Michael Miller, Mayor

Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney

Exhibit 'A'





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Service contract proposal for Pall Aria Micro-Filtration System

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The existing contract is set to expire.

FACTS AND ISSUES:

- The contract will be effective for 12 consecutive months after date of signing
- The contract will include system inspection services, Clean in Place (CIP) services, technical phone support, and travel expenses.
- Current contract expired in March 2020 for phone support and the last inspection was performed in August 2019.
- History of contract pricing is as follows:
- September 2015 – 10/5 Phone Service, Annual Inspection, CIP = \$11, 944.21
- November 2016 – 10/5 Phone Service, Annual Inspection, CIP = \$12,704.54
- March 2019 – 10/5 Phone Service, Annual Inspection, CIP = \$14,863.80

Pall Corporation is the sole source vendor for this system. Therefore, request for proposals for this service is not required by City policy.

OPTIONS:

Approve the proposal as presented.

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

No

AMOUNT AND SOURCE OF FUNDS:

future budget year (FY2021)

RECOMMENDATION:

To approve for the Mayor to sign the Annual Service Contract with Pall Corporation Contract #33102018-77466DSP.

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Annual Service Contract with Pall Corporation Contract Proposal #OPP 1397313R4 as presented.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Pall Service Contract 4-17-2020.pdf](#)
- [City of Flowery Branch Service Contract Proposal 2020 R4.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Service contract proposal for Pall Aria Micro-Filtration System

DATE 4/17/2020

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

BUDGET INFORMATION:

ANNUAL- \$17,631 (all travel included)

CAPITAL-

COUNCIL ACTION REQUESTED ON: 5/21/2020

PURPOSE: Annual cleaning/maintenance of filter system at Waste Water Treatment Plant.

HISTORY: The existing contract is set to expire.

FACTS AND ISSUES:

- The contract will be effective for 12 consecutive months after date of signing
- The contract will include system inspection services, Clean in Place(CIP) services, technical phone support, and travel expenses.
- Current contract expired in March 2020 for phone support and the last inspection was performed in August 2019.
- History of contract pricing is as follows:
 - March 2019 – March 2020 \$11,563.80 + travel expenses
 - Actual total spent = \$14,863.80 (\$3,300 for travel)

Pall Corporation is the sole source vendor for this system. Therefore, request for proposals for this service is not required by City policy.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Annual Service Contract with Pall Corporation Contract Proposal #OPP 1397313R3.

DEPARTMENT:

Administration

Prepared by Alisha Gamble



Pall Water
Pall Technology Services

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526
Email: pall_technology_csc@pall.com
Pall Proposal No.: **OPP 1397313R4**
Date: May 4, 2020

Service Contract Proposal
For
Pall Aria Microfiltration System
With
City of Flowery Branch

Equipment No: Large Water System	Module Warranty Expires: 5/16/28
PALL SAP: 347	Company Contact: Jimmy Dean
WBS No.: 01.00042	E-Mail: jimmydfb@flowerybranchga.org
Start Up Date:	Phone:
Equipment Warranty Expires: 11/11/05	Site Location: Flowery Branch, GA

Table of contents

Page	
1	Cover Page; Instructions and table of contents
2	Customer Authorization for Service; Site and Billing addresses
3	Proposal Summary and pricing quotation
4	Definition of Contract Terms
6	Essential Service Event Details
8	Terms and Conditions

Instructions

To make purchase, please complete **customer authorization for service form** on page 2 and remit to:

Pall Water
Pall Technology Services
P.O. Box 5630, 839 State Route 13
Cortland, New York 13045-5630
Tel: 866-475-0115 / Fax: 607-758-4526
Email: Pall_Technology_csc@pall.com
Attn: Customer Service



**Pall Water
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

Customer Authorization for Service

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: THE CITY OF FLOWERY BRANCH, GEORGIA

JAMES M. MILLER

Print Name

MAYOR

Title/Position

5/21/2020

Date

Purchase Order No. or Reference for Billing: _____

Circle Service Visit Frequency: Annual Semi-Annual Quarterly Single Other

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: _____

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: P.O. BOX 757
FLOWERY BRANCH, GA 30542

Customer Comments: _____

Pall Water

Pall Technology Services

839 NYS Route 13

Cortland, NY 13045

Phone: 607-758-1691

Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

PROPOSAL SUMMARY

The frequency of the proposed service is **Annual** visit. If you require service frequency of Semi-Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

PASS MM #	DESCRIPTION OF SERVICE	Price per Visit / Event	TOTAL Contract Value
38588	SYSTEM INSPECTION SERVICE • travel time charge portal to portal is included	\$6,426.00	\$6,426.00
25678	CIP SERVICE • CIP Services performed in conjunction with the scheduled System Inspection service visit.	\$7,140.00	\$7,140.00
66207	24/7 TECHNICAL PHONE SUPPORT • access to the Emergency Hotline from 7am- 5pm	Fee is per year	\$3,085.50
TOTAL ANNUAL SERVICE CONTRACT All Travel Expenses included		\$16,651.50	\$16,651.50

Effective Date and Duration

This Agreement will be effective as of the date agreement is signed by a designated approver of **City of Flowery Branch**, and will remain in effect for 12 consecutive months, or until 30 days after receipt of notice of termination by either party.

Definition of Contract Terms

Pall - Pall Corporation or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract

The role of the Pall Service Representative is to compliment the sites existing technical / maintenance staff by providing expertise specific to Pall supplied technology. The Pall Representative will direct site maintenance staff in the proper execution of maintenance procedures. The Customer maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

Scope of Contract Services

- System Inspection Service
- CIP (Clean in Place)
- 24/7 Technical Service Support

**Pall Water
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

System Inspection Service

Upon arrival, the Pall Service Engineer will meet with designated plant personnel to review the planned scope of work for the inspection, and obtain agreement prior to proceeding. Should the Customers expectations be outside of the scope of work, the inspection will not proceed until Pall and the Customer agree to the scope of service. If necessary, scope change can be quoted and accepted onsite, prior to performing the planned service.

A Pall Systems Engineer will perform a scheduled comprehensive Inspection Service of the Pall Aria Microfiltration System. During the visit, the Pall Systems Engineer will perform an inspection of all hardware and operating parameters to determine system operational status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the Field Engineer during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to PASS Customer Service. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO.

Upon completion of the service, the Pall Service Engineer will meet with designated plant personnel to review the findings of the inspection, and discuss any problems, corrective actions or recommendations.

CIP (Clean in Place)

Pall Systems require periodic cleaning; the cleaning frequency will vary. CIP neglect will cause long-term flux deterioration, which can be difficult to restore. If not performed on a regular basis, CIP Protocols may become unfamiliar, ominous and critical. Special CIP Protocols can be quoted, for systems that experience reduced flux.

CIP will be performed by the Pall Systems Engineer during the annual service contract visit.

Module warranty is dependent on proper system operation and maintenance, including CIP. Pall highly recommends at least quarterly CIP events, with Pall present to evaluate one annual CIP event to make sure that appropriate CIP protocol is being used, to identify and resolve any potential issues, and to help keep the module warranty in good standing. CIP service can be either full service or flux verification. Flux verification is a service to verify CIP process functionality only whereas with full service CIP, our engineer will perform the CIP process on the entire Pall system under contract.

24/7 Technical Phone Support Service -

When taking advantage of the Annual 10/5 Technical Phone Support option with the Annual Service Contract, our Customer is provided access to Palls' Service Hotline, with Pall System Engineers on full-time rotation to provide availability to live technical support. Your call is given priority over non-contracted Customers. In addition to technical support via email and fax, technical response to calls is provided within 4-hours of receipt.

Under contract, a flat annual fee is charged, and the hourly charge for access to Technical Support is waived during regular business hours of 7:00 am to 5:00 pm EST, excluding weekend and holidays. If after-hours technical support is utilized, you are charged hourly at the Pall's overtime service rate, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, our Customer can request a Pall Service Representative to visit the site location, which can be scheduled and provided at contract service rates.

Where possible, Pall will use remote modem access to troubleshoot and resolve problems.

Pall Water

Pall Technology Services

839 NYS Route 13

Cortland, NY 13045

Phone: 607-758-1691

Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

Essential Service Event Details

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers service time only. All materials purchased by Pall for use on your system will be quoted, and a separate purchase order is to be placed for those items as needed.

Scheduling: When possible, Pall will make every effort to accommodate our Customers schedule for services, once they have been defined and communicated. Field service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Service resources.

Validity: This proposal is valid for 30 days.

Terms of Sale: Pall Western Hemisphere Terms and Conditions of Sale of Services apply.

Terms of Service:

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours including travel time.

Service Order acceptance and payment terms: Pall Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: Pall shall not implement any changes in the scope of services described in Pall's proposal unless Customer and Pall agree in writing to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Agreement is required in advance of PASS providing the services defined in this proposal.

Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via:

- toll free number at 866-475-0115,
- or by email to pall_technology_csc@pall.com.

Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support.



**Pall Water
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

If your system is out of warranty or does not have an 24/7 Technical Phone Support contract, there may be a charge when technical service is to be provided to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a Pall's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum charge of \$250. If the problem cannot be resolved over the telephone, the Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Telephone support will be billed per call log at a flat fee of \$250.00 covering up to the first half hour and \$170.00/hour (in half hour increments) beyond that during normal working hours. You will only be billed the half hour fee once per call log number. Subsequent calls for the same call log will be billed at \$170.00/hr. We can also offer you a service contract where you will have access to our technical service team during normal business hours.

Protect your system with technical support from Pall Technology Services Team. We want you to receive the best possible return on your Pall System investment. As equipment operates, wears and ages, Pall can provide expert technical support to fulfill your ever-changing parts, service, and process needs. We look forward to providing continuous service on your Pall system. Please feel free to contact us at your convenience with any questions or comments.

Sincerely,

Alexander Braman
Inside Sales Representative
Phone: 720-202-6536
E-mail: Alexander_Braman@Pall.com

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Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Services:**
 - 2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
 - 2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
 - 2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.
3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
5. **Payment:**
 - 5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the of date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
 - 5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
 - 5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
 - 5.4 All sales are subject to the approval of Seller's credit department.
 - 5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.
6. **Warranty, Limitation of Liability and Remedies:**
 - 6.1 SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
 - 6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the Services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.
 - 6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller Seller's then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a

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Pall Technology Services**

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Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.

- 6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.
- 6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.
7. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller's property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
9. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller's Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller's Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.
10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.
11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.
15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.
16. **Jurisdiction:** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Beer and Wine License for the Circle K Gas Station at 5775 Phil Niekro Blvd.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary.pdf](#)
- [5775 PNB Location.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



SUBJECT: New Alcoholic Beverage License

DATE: 04/02/2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-No expenditure-Revenue Only

() OTHER

COMMISSION ACTION REQUESTED ON: May 21, 2020

PURPOSE: To allow a new owner of the Circle K to sell packaged beer and wine.

HISTORY: The Exxon Gas Station has records of a beer & wine license dating back prior to 2004. The business was leased to Scope Family Food Mart in 2013. Miami Commercial Properties LLC dba Hall Creek Exxon was the lessee beginning November 7, 2019 and now has a new lessee.

FACTS AND ISSUES: Good Luck 4, LLC dba Circle K is the new lessee for the Circle K Gas Station located at 5775 Phil Niekro Blvd.

The applicant, Amin Noorali Khimani is applying for beer and wine packages sales with a Registered Agent from Gainesville Ga and a manager out of Lawrenceville.

The application has been processed and reviewed and everything is in order for the council's approval.

OPTIONS: Approve or deny

RECOMMENDED SAMPLE MOTION: No motion required-on the Consent Agenda.

DEPARTMENT: Administration
Prepared by: Vickie Short



Location of
Circle K at 5775
Phil Niekro Blvd.



Street view of
5775 Phil Niekro
Blvd.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Per Diem-James Miller

COUNCIL MEETING DATE: May 21, 2020

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:

Administration

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

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



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

NAME Mike Miller

MONTH/YEAR 5/21/2020

	MEETING DATE	DESCRIPTION OF MEETING
1	4/23/2020	Chamber of Commerce Board Meeting
2	5/8/2020	Chamber EDC Meeting
3	5/12/2020	MPO Policy Committee Meeting
4		
5		

My signature certifies that I am eligible to be paid for 3 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$150.00(\$50.00 per mtg)

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Formal Financial Policies: Expenditures Policy and Capital Policy

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

GFOA (Government Finance Officers Association) Best Practices identifies specific policies and procedures that contribute to improved government management. They aim to promote and facilitate positive change or recognize excellence rather than merely to codify the current accepted practice. GFOA has emphasized that these practices be proactive steps that a government should be taking. Best practices are applicable to all governments (both large and small). Over the coming months, the finance department will present for consideration approval of financial policies and guidelines to ensure the City of Flowery Branch is following sound and highly recommended procedures.

These policies are key to the budget planning process and long-term financial planning for any organization. Also, last year, the Council requested a more detailed budget document, which entails formalizing our budget process and key financial policies for this presentation. This budget document will explain all our key financial policies and budget planning process and show the detail of the approved budget. From this detailed budget document, we plan to create a shorter summary of the budget for the public and for the Council to share. Both the detailed document and summary document will be available on our website as well. We are working towards producing a more detailed budget document for the FY2021 year, and it should be complete by the end of June. These key policies will also flow into a more detailed audit document called the Comprehensive Annual Financial Report (CAFR). The CAFR will provide more information than our regular audit report, including 10-year statistical information along with some reporting requirements for our new debt. The CAFR will be completed in December.

Descriptions of these policies and best practices can be located at the following link:

<https://www.gfoa.org/best-practices>

FACTS AND ISSUES:

Some of the presented policies may be already informally utilized under the Council's direction, while others may be new policies. This request for approval step will formalize the recommended best practices for financial budgeting and reporting for local municipalities. Once the policies are approved, they will be reviewed by management on an annual basis. If any changes need to be made, the changes will be presented annually to the Council for request of approval. The group of policies presented are:

Expenditures Policy –

- Purpose: to guide an efficient and effective expenditure system that guarantees the spending of public resources to match generated revenues to the greatest extent possible.
- The City is currently informally following all steps in Section 4 of the policy.

Capital Policy –

- Purpose: to provide guidelines to complete a comprehensive process that allocates limited resources into capital investment and management decisions.
- This policy is new for the City. The City does not have a formal evaluation plan for capital projects as projected in Section 4. Section 4 also includes a statement that Council will vote annually during the budget process on an amount of the millage and LOST collections to contribute to the capital projects fund, based on the current economic conditions. The allocation from General Fund will be voted on by Council annually. The Capital Asset Classification section of \$5,000, Funding Policy section, and Asset Condition Assessment section is informally followed by staff at this time. Staff is currently implementing the evaluation process for the FY2021 budget year. Finance staff will continue to work with the departments to implement these processes for evaluation with each budget cycle. This process may evolve as we implement each step for our City.

OPTIONS:

To continue to have management perform without formal policies or consider approving or modifying the policies as presented.

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Approve the Expenditures Policy and Capital Policy as presented.

SAMPLE MOTION:

I make a motion to approve the following policies as presented: Expenditures Policy, and Capital Policy.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - 3rd Set of Financial Policies.pdf](#)
- [Expenditures Policy.pdf](#)

- [Capital Policy .pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Formal Financial Policies: Expenditures Policy, and Capital Policy

DATE: April 17, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: May 21, 2020

PURPOSE: Approve the Expenditures Policy, and Capital Policy as presented.

HISTORY:

GFOA (Government Finance Officers Association) Best Practices identifies specific policies and procedures that contribute to improved government management. They aim to promote and facilitate positive change or recognize excellence rather than merely to codify the current accepted practice. GFOA has emphasized that these practices be proactive steps that a government should be taking. Best practices are applicable to all governments (both large and small). Over the coming months, the finance department will present for consideration approval of financial policies and guidelines to ensure the City of Flowery Branch is following sound and highly recommended procedures.

These policies are key to the budget planning process and long-term financial planning for any organization. Also, last year, the Council requested a more detailed budget document, which entails formalizing our budget process and key financial policies for this presentation. This budget document will explain all our key financial policies and budget planning process and show the detail of the approved budget. From this detailed budget document, we plan to create a shorter summary of the budget for the public and for the Council to share. Both the detailed document and summary document will be available on our website as well. We are working towards producing a more detailed budget document for the FY2021 year, and it should be complete by the end of June. These key policies will also flow into a more detailed audit document called the Comprehensive Annual Financial Report (CAFR). The CAFR will provide more information than our regular audit report, including 10-year statistical information along with some reporting requirements for our new debt. The CAFR will be completed in December.

Descriptions of these policies and best practices can be located at the following link:

<https://www.gfoa.org/best-practices>

FACTS AND ISSUES:

Some of the presented policies may be already informally utilized under the Council's direction, while others may be new policies. This request for approval step will formalize the recommended best practices for financial budgeting and reporting for local municipalities. Once the policies are approved, they will be reviewed by management on an annual basis. If any changes need to be made, the changes will be presented annually to the Council for request of approval. The group of policies presented are:

Expenditures Policy –

- Purpose: to guide an efficient and effective expenditure system that guarantees the spending of public resources to match generated revenues to the greatest extent possible.
- The City is currently informally following all steps in Section 4 of the policy.

Capital Policy –

- Purpose: to provide guidelines to complete a comprehensive process that allocates limited resources into capital investment and management decisions.
- This policy is new for the City. The City does not have a formal evaluation plan for capital projects as projected in Section 4. Section 4 also includes a statement that Council will vote annually during the budget process on an amount of the millage and LOST collections to contribute to the capital projects fund, based on the current economic conditions. The allocation from General Fund will be voted on by Council annually. The Capital Asset Classification section of \$5,000, Funding Policy section, and Asset Condition Assessment section is informally followed by staff at this time. Staff is currently implementing the evaluation process for the FY2021 budget year. Finance staff will continue to work with the departments to implement these processes for evaluation with each budget cycle. This process may evolve as we implement each step for our City.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the following policies as presented: Expenditures Policy, and Capital Policy.

DEPARTMENT: Finance**Prepared by** Alisha Gamble



City of Flowery Branch

Expenditures Policy

Section 1: Authority

The Finance Department is responsible for all financial operations, budgeting reporting and compliance, payroll processing, coordinating, and preparing for the annual audit for the City of Flowery Branch. The Finance Director, as head of the Finance Department, therefore, upholds the responsibility for administering the Expenditures Policy on behalf of the Finance Department and City Administration.

Although the Finance Department is responsible for all financial operations, authority over the Expenditures policy remains under the discretion of City Council, as indicated by Part 1 - City Charter, Article VIII, §8.1.

Section 2: Purpose

The purpose of this Expenditures Policy is to guide an efficient and effective expenditure system that guarantees the spending of public resources to match generated revenues to the greatest extent possible.

Section 3: Scope

The Expenditures Policy for the City of Flowery Branch shall govern all expenditures allocated for the City, which are accounted for in the City's Annual Audit.

Section 4: Policy

The Budget Process

- The City begins its budget process in December and, after thorough analysis, adopts the budget in June.
- One-time expenditures are generally to be funded by one-time revenues, and recurring expenditures are generally to be funded by recurring revenues [See Structurally Balanced Budget Policy]
- It is the City's policy to first spend restricted expenditures, which are defined as "when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments."

- It is the City’s policy to subsequently spend unrestricted expenditures in the following order:
 - Committed expenditures, which are defined as “when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council through the adoption of a resolution. The City Council also may modify or rescind the commitment.”
 - Assigned expenditures, which are defined as “when amounts are constrained by the City’s intent to be used for specific purposes, but are neither restricted nor committed. Through resolution, the City Council has authorized the City Manager to assign fund balances.”
 - Unassigned expenditures, which are defined as “the residual amount when the balances do not meet any of the above criterion. The City reports positive unassigned fund balances only in the General Fund. Negative unassigned fund balances may be reported in all funds.”

Personnel Spending

- Salaries and benefits for City administrators and City Council are accounted for under “General Government” in the audited financial statements and in the budget. Funding for these personnel, therefore, largely comes from the General Fund. Personnel in other departments, such as Water/Sewer, is recorded as “personal services and employee benefits” in the audited financial statements and may come out of other funds, such as the Water/Sewer fund.

Privatization of Government Services

- The City shall contract out government services to private companies, known as privatization, through an open and competitive bidding process. The company selected to provide the service shall be required to submit a comprehensive plan for their service, including, but not limited to, costs, timeline, community effects, and other evaluation standards determined by City administration, depending on the service.

Long-term Liabilities

- The City shall, to the best of its ability, fund long-term liabilities using long-term, recurring revenues, as stated in the Structurally Balanced Budget policy. The City shall not take on any long-term liabilities without careful consideration and impact evaluation.

Section 5: Review and Amendment

The targets, as mentioned above, shall be reviewed every fiscal year during the budget planning process or whenever city conditions indicate that a policy update is necessary. Any updates to the policy shall be subject to the approval of City Council. The following notes the creation, revision, and planned review dates:

- Date Created: February 26, 2020
 - o Last Revised: March 6, 2020
 - o Revision date by: July 1, 2021



City of Flowery Branch

Capital Assets Policy

Section 1: Authority

The Finance Department is responsible for all financial operations, budgeting reporting and compliance, payroll processing, coordinating, and preparing for the annual audit for the City of Flowery Branch. The Finance Director, as head of the Finance Department, therefore, upholds the responsibility for administering the Capital Assets policy on behalf of the Finance Department and City Administration.

Although the Finance Department is responsible for all financial operations, authority over the Capital Assets policy remains under the discretion of City Council, as indicated by Part 1 - City Charter, Article VIII, §8.1.

Section 2: Purpose

Capital assets have a major impact on the ability of the City to deliver services along with the economic vitality and overall quality of life for Flowery Branch stakeholders. The purpose of this policy is to provide guidelines to complete a comprehensive process that allocates limited resources into capital investment and management decisions

Section 3: Scope

This policy shall apply to all funds.

Section 4: Policy

Capital Project Selection

- An objective set of criteria will be used to assess and evaluate project proposals. Although specific criteria may be updated from time to time, the following concepts are the core principles to be considered in the development of such criteria:
 - Long-Term Forecasts: Long-term forecasts should be prepared to better understand resources available for capital spending and to assess operational impacts and eventual maintenance replacement costs.
 - Impact on Other Projects: Projects should not be considered in isolation. One project's impact on others should be recognized and costs shared between projects where appropriate.
 - Allow for Funding of Preliminary Activities: For some projects, it may be wise to fund only preliminary engineering/planning before committing to funding the

whole project. However, even these expenditures can be considerable. They should, therefore, be evaluated, analyzed, and prioritized appropriately.

- o Full Lifecycle Costing: Cost analysis of a proposed project should encompass the entire life of the asset, from planning and acquisition to disposal.
- o Predictable Project Timing and Scope: Schedule and scope estimates should be practical and achievable with the requested resources, including financial and human.

Capital Asset Classification

- The City's Capital Asset classifications are defined in three principles.
 - o All depreciable assets will be at the cost of \$5,000 or higher.
 - o Any assets less than \$5,000 may be maintained on the asset schedule for inventory purposes only (at the discretion of the Finance Director). For example, police car equipment, computers, IT equipment, etc.

Balanced Capital Improvement Plan

- The adopted Capital Improvement Plan is a balanced six-year plan. This means that for the entire six-year period, revenues will be equal to project expenditures in the Capital Improvement Plan. It is possible that the plan will have more expenditures than revenues in a single year, but this imbalance will be corrected through the use of interim financing as needed. However, over the life of the six-year plan, all expenditures will be provided for with identified revenues.

Capital Improvement Funding Policy

- The City provides financial resources for the Capital Improvement Plan through the following sources:
 - o (Fund 100) Unrestricted general operating funds as deemed necessary.
 - Council will vote annually during the budget process on an amount of the millage and LOST collections to contribute to the capital projects fund, based on the current economic conditions.
 - o (Fund 320) SPLOST VIII, which is a sales tax of one percent that must be used to fund capital projects.
 - o (Fund 350) Local Maintenance Improvements Grant, which is based in the City's total centerline road miles and the total population as compared to the state's total centerline road miles and population.
 - o (Fund 308) Water/Wastewater Development Charges, which is used to fund capital projects that improve the quality of the water and wastewater system and services to citizens.
 - o (Fund 505) Unrestricted water/wastewater operating reserves as deemed necessary.
 - o Debt may be utilized if deemed necessary only if no other funding sources are available.

Capital Budget

- Each year, the City's Finance Department will develop a Capital Budget which will contain the spending plan for Capital Projects. The first year of the adopted Capital Improvement Plan will be the Capital Budget for the fiscal year.

Capital Budget Management

- Management of Capital Projects is essential to create the best value for City taxpayers through capital spending. The following policies shall be observed in order to help insure the best project management possible.
 - Each department is responsible for their Capital Improvement Projects as follows: preparing the project proposal, developing a project budget and cash flow forecast prior to project commencement, ensuring that required phases are completed on schedule, authorizing all project expenditures, monitoring project cash flows, ensuring that all regulations and laws are observed, and periodically reporting project status. Each department must actively manage their projects and major departments may provide quarterly reports on the status of each project.
 - Capital Project amendments during a year shall not exceed the annually adopted budget and funding levels. Each department must manage its capital program within certain time and cost constraints.

Asset Condition Assessment

- The City's Finance Department may conduct a comprehensive asset inventory that projects replacement and maintenance needs for the next six years and will update this projection each year. The asset inventory will describe the current condition of the City's assets, establish standards for asset condition, account for the complete cost to maintain assets up to standard over their lifecycle, and account for the risks associated with assets that are below condition standards. City departments shall have the responsibility for inventorying and assessing the assets within their purview, and ensuring that it reconciles with the Finance Department's capital asset records.
- The life of the assets is noted in the audited financial statements and in the following table:

Assets	Governmental Activities	Business-type Activities
Buildings and improvements	20-50 years	20-50 years
Public domain infrastructure	14-40 years	14-40 years
Machinery and Equipment	5-20 years	5-20 years
Vehicles	5 years	5 years

Prioritization of Asset Maintenance and Replacement

- It is the City's intent to maintain its existing assets at a level that protects the initial capital investment and minimizes future maintenance and replacement costs. Based on an asset inventory and risk assessment, recommendation for asset maintenance shall be included in the Capital Improvement Plan

Funding of Asset Maintenance

- The City will ensure that adequate resources are allocated to preserve the City's existing infrastructure to the best of its ability before allocating resources to other Capital Projects.

Section 5: Quality Control and Quality Assurance

It is the responsibility of the Finance Director to ensure the presence of procedures that provide sufficient guidance to affected City personnel to fulfill the intent of this policy

Periodic Review of the Targets

- The targets, as mentioned above for the Capital Assets Policy, shall be reviewed every fiscal year during the budget planning process or whenever city conditions indicate that a policy update is necessary. Any updates to the policy shall be subject to the approval of City Council. The following notes the creation, revision, and planned review dates:
 - o Date Created: February 3, 2020
 - o Last revised: March 9, 2020
 - o Revision date by: July 1, 2021



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider - 2nd Reading of Ordinance # 587; an annexation request submitted by All Awesome properties to bring a .96 +/- acre tract of land known as 6490 McEver Road into the corporate City-limits of Flowery Branch.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

This annexation request was approved by City Council on Tuesday, March 24th, 2020. Applicant has withdrawn request.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Withdrawn by applicant

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Applications as submitted.pdf](#)
- [McEver Road Corridor.pptx](#)
- [McEver Whitehorse staff report.pdf](#)
- [Annexation Ordinance - All Awesome Properties FINAL.pdf](#)

- Ackerman withdrawal.pdf

**Community Development
Annexation, Rezoning, & Ordinance Schedule 2019-2020**

Complete Application Deadline	*Public Hearing	+Work Session	#Voting Session
July 12, 2019	August 1	August 1	
		September 5	
			September 19
		October 3	
			October 17
July 29, 2019	September 5	September 5	
		October 3	
			October 17
		November 7	
			November 21
August 22, 2019	October 3	October 3	
		November 7	
			November 21
		December 5	
			December 19
September 16, 2019	November 7	November 7	
		December 5	
			December 19
		January 2	
			January 16
October 21, 2019	December 5	December 5	
		January 2	
			January 16
		February 9	
			February 20
November 18, 2019	January 2	January 2	
		February 9	
			February 20
		March 5	
			March 19
December 13, 2019	February 9	February 9	
		March 5	
			March 19
		April 2	
			April 16
January 17, 2020	March 5	March 5	
		April 2	
			April 16
		May 7	
			May 21

*Public hearing begins at **6:00**
+Work Session begins at **7:00**
#Voting Session begins at **6:00**

Annexation Application #2/ 6533 McEever Road, Flowery Branch, GA 30542/Parcel No. 08150 002018Owner - CROW DARRYL HOLDINGS LLC/Acres - 34.56
NAMES AND ADDRESSES PF ADJOINING PROPERTY OWNERS

Parcel ID	08150 002024	Physical Address	6693 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	HINTON FAMILY, LLLP	Contact Info	HINTON FAMILY, LLLP 2753 MERRITT DR. BUFORD GA 30518
Parcel ID	08150A000001	Physical Address	6604 LAKE RUN DRIVE, FLOWERY BRANCH, GA 30542	Owner	RENATA RAVIZZINI	Contact Info	RENATA RAVIZZINI 6604 LAKE RUN DRIVE FLOWERY BRANCH GA 30542
Parcel ID	08150 002009	Physical Address	6574 MCEVER ROAD , FLOWERY BRANCH GA 30542	Owner	WILLIAM SCRUGGS BERNADETTE SCRUGGS	Contact Info	WILLIAM SCRUGGS SCRUGGS BERNADETTE 6574 MCEVER ROAD FLOWERY BRANCH GA 3054
Parcel ID	08149 000010	Physical Address	6547 MCEVER ROAD, FLOWERY BRANCH GA 30542	Owner	BERNADETTE B SCRUGGS BARBARA O'CALLAGHAN	Contact Info	BERNADETTE B SCRUGGS O'CALLAGHAN BARBARA 6547 MCEVER ROAD FLOWERY BRANCH GA 30542
Parcel ID	08149 000009	Physical Address	6526 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	DORIS P BAILEY	Contact Info	DORIS P BAILEY P.O. BOX 3109 CLEVELAND GA 30528
Parcel ID	08149 000101	Physical Address	6505 VISTA GLEN, FLOWERY BRANCH GA 30542	Owner	JOHN M CREVIS III	Contact Info	JOHN M CREVIS III 6505 VISTA GLEN FLOWERY BRANCH GA 30542
Parcel ID	08150 002002	Physical Address	6509 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	E&S DEVELOPMENT, LLC	Contact Info	E&S DEVELOPMENT, LLC 5052 NELSON BROGDON BLVD. SUGAR HILL GA 30518

White Horse 70 LLC
4984 B U Bowman Dr
Suite 106
Buford, GA 30518

Quantum National Bank
Suwanee, GA
64-0489/0611

001210

11/25/2019

PAY TO THE ORDER OF City of Flowery Branch

\$ **500.00

Five Hundred and 00/100*****

DOLLARS

City of Flowery Branch

Flowery Branch, GA

MEMO

Rezoning Fees 6533 McEver Rd

Renew M. Tapp
AUTHORIZED SIGNATURE

MP

⑈001210⑈ ⑆061104893⑆ 33644⑈

White Horse 70 LLC

City of Flowery Branch

11/25/2019

001210

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/25/2019	Bill	Rezoning Fees 6533 M	500.00	500.00		500.00
Check Amount						500.00

Quantum National Ba Rezoning Fees 6533 McEver Rd

500.00



ANNEXATION APPLICATION

Application #1

Date: November 21, 2019

Address of Request:

6509 McEver Rd (Parcel # 08150 002002)

Submitted to the City Clerk per The Flowery Branch Code of Ordinances;
Appendix C, "Zoning Ordinance", Article 44; Section 44.4 on

City Clerk Signature _____

Applicant Information

Name: White Horse 70, LLC by William R. Fricks Attorney for the Applicant

Address: 4321 South Lee Street, Ste 200
Buford, GA 30518

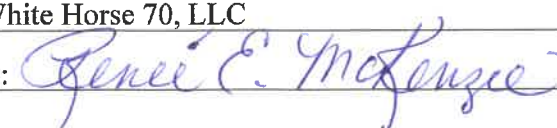
E-mail address: wfricks@williamfrickspc.com

Phone number: (470)589-7646 Office / (770) 633-2264 Cell

Signature: 

Property owner information (if different than the applicant)

Property owner (please print): White Horse 70, LLC

Signature of property owner: By: 



Property Information

Tax Map Number: 08150 002002

Current Zoning: Highway Business (H-B) Total Acres: 8.84

Is this property contiguous to the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: PUD, Planned Unit Development

Proposed City of Flowery Branch Character Area: Highway Business (HB)

Current Use: Undeveloped Property

Per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 36; Does this property potentially require a **DRI** (Development of Regional Impact) study? DRI is not required

Voting Rights Act Information

Resident Population: _____ Housing Units: _____ Other Buildings: _____

Race Population %: White _____ Black _____ Hispanic _____ Other _____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation $\geq$ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- 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

_____	_____
_____	_____



REZONING APPLICATION

Application #2

Date: November 21, 2019

Address of Request:

6533 McKeever Road (Parcel # 08150 00218)

Flowery Branch, GA 30542

Tax Map # 08150 002018 Current Zoning: AR-III

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

Currently a conforming use? _____

Any conditions of zoning, CUP's, etc.? _____

Applicant Information

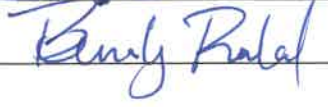
Name: White Horse 70, LLC by William R. Fricks Attorney for the Applicant

Address: 4321 South Lee Street, Suite 200, Buford GA 30518

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: 

Notary: 

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 15, 2020



Property owner information (if different than the applicant)

Property owner (please print): White Horse 70, LLC

Signature of property owner: By: Gene E. McLenzie

Notary: Bing Raulif

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 15, 2020

Property Information

Tax Map Number: 08150 002018

Current Zoning: Agricultural Residential III (AR-III) Total Acres: 34.56

Is this property located within the city-limits of Flowery Branch? NO

Proposed City of Flowery Branch Zoning: PUD, Planned Unit Development

Current Use: Undeveloped Property

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

NO

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

NO

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

NO



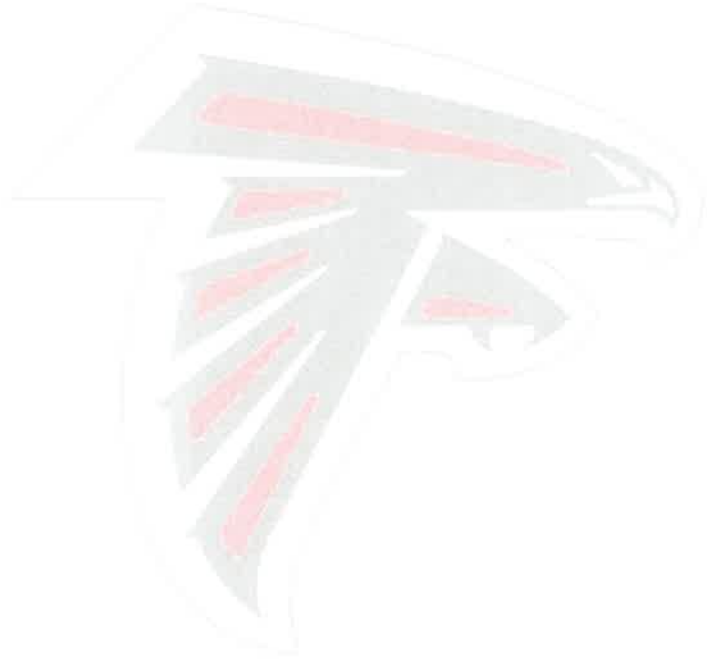
Disclosure of Campaign Contributions

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
N/A	
N/A	

CITY STAFF ONLY

Application Received By: _____
Date: _____ Total Fee: _____



6490 MCEVER ROAD, FLOWERY BRANCH GA 30542 (Parcel Number: 08149 000005)

All that tract or parcel of land lying and being in Land Lot 149 of the 8th District, Hall County, Georgia, containing 0.97 acre as shown on a plat of survey for Larry R. Bailey and Lex Cates by Thomas Wood, Registered Land Surveyor, dated January 6, 1987, and being more particularly described as follows:

Beginning at an iron pin on the northwestern right of way of McEver Road, said point being 918 feet southwesterly from the intersection of the right of way of McEver Road and the right of way of Gaines Ferry Road as measured along the right of way of McEver Road; thence proceeding along the northwestern right of way of McEver Road, south 57 degrees 39 minutes west a distance of 217.33 feet to an axle; thence north 42 degrees 15 minutes west a distance of 196.53 feet to an axle; thence north 52 degrees 00 minutes east a distance of 194.00 feet to an iron pin; thence south 47 degrees 37 minutes east a distance of 220.48 feet to an iron pin on the northwestern right of way of McEver Road the place or point of beginning

6509 MCEVER RD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002002)

All that tract or parcel of land lying and being in Land Lot 150 of the 8th Land District, Hall County, Georgia, as shown and delineated as 8.843 acres, more or less, on plat of survey for Anthony Sherman & Victor Felix Espinosa by Jarrard Surveying dated May 26, 2005, last revised September 9, 2005, and being more particularly described as follows:

Beginning at an iron pin at a point on the southeastern right of way of McEver Road (80 foot right of way), said point being South 63 degrees 25 minutes 07 seconds East, a distance of 50.84 feet, from the intersection of the centerlines of McEver Road and Vista Glen; thence running North 64 degrees 26 minutes 11 seconds East along the southeastern right of way of McEver Road, a distance of 247.50 feet, to an iron pin; thence leaving said right of way and running South 24 degrees 39 minutes 37 seconds East, a distance of 1160.82 feet, to an iron pin on the northwestern right of way of southern railroad (400 foot right of way); thence running South 41 degrees 46 minutes 15 seconds West along said right of way, a distance of 484.73 feet, to an iron pin; thence leaving said right of way and running North 24 degrees 47 minutes 04 seconds West, a distance of 477.85 feet, to an iron pin; thence

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southeastern right-of-way of McEver Rd (80 foot right-of-way), said point being South 69 degrees 54 minutes 36 seconds East, a distance of 50.84 feet, from the intersection of the centerlines of McEver Road and Vista Glen;

THENCE North 57 degrees 56 minutes 37 seconds East a distance of 247.50 feet to a point;
THENCE South 31 degrees 09 minutes 06 seconds East a distance of 1160.82 feet to a point;
THENCE South 35 degrees 16 minutes 46 seconds West a distance of 484.73 feet to a point;
THENCE South 35 degrees 16 minutes 46 seconds West a distance of 1044.12 feet to a point;
THENCE North 29 degrees 55 minutes 31 seconds West a distance of 1331.61 feet to a point;
THENCE North 17 degrees 11 minutes 57 seconds East a distance of 482.13 feet to a point;
THENCE along a curve to the right for an arc length of 306.37 feet, having a radius of 430.82 feet, being subtended by a chord bearing North 37 degrees 34 minutes 17 seconds East, for a distance of 299.95 feet to a point;
THENCE North 57 degrees 56 minutes 37 seconds East a distance of 485.64 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area 43.735 acres.

Annexation Application #1/ 6509 MCEVER RD, Flowery Branch, GA 30542/Parcel No. 08150 002002/Owner - E&S DEVELOPMENT, LLC /Acres - 8.84
NAMES AND ADDRESSES PF ADJOINING PROPERTY OWNERS

Parcel ID	08150 002002A	Physical Address	6495 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	CLARA MAE MANN	Contact Info	C/O DIANE CRAWFORD 13209 JENNER LANE AUSTIN TX 787297455
Parcel ID	08149 000005	Physical Address	6490 MCEVER RD, FLOWERY BRANCH, GA 30542	Owner	ALL AWESOME PROPERTIES LL	Contact Info	ALL AWESOME PROPERTIES LLC 4411 SUWANEE DAM RD., SUITE 415
Parcel ID	08149 000116	Physical Address	6510 VISTA GLEN DRIVE, FLOWERY BRANCH GA 30542	Owner	BILLY KENNETH PATTERSON PATTERSON SHELBY JEAN	Contact Info	BILLY KENNETH PATTERSON PATTERSON SHELBY JEAN 6510 VISTA GLEN DRIVE FLOWERY BRANCH GA 30542
Parcel ID	08150 002018	Physical Address	6533 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	DARRYL CROW HOLDINGS LLC	Contact Info	DARRYL CROW HOLDINGS LLC 6172 JIM CROW ROAD FLOWERY BRANCH GA 30542
Parcel ID	08149 000009	Physical Address	6526 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	DORIS P BAILEY	Contact Info	DORIS P BAILEY P.O. BOX 3109 CLEVELAND GA 30528



ANNEXATION APPLICATION

Application #2

Date: November 20, 2019

Address of Request:

6533 McEver Rd (Parcel # 08150 002018)
Flowery Branch, GA 30542

Submitted to the City Clerk per The Flowery Branch Code of Ordinances;
Appendix C, "Zoning Ordinance", Article 44; Section 44.4 on

City Clerk Signature

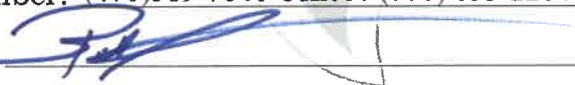
Applicant Information

Name: White Horse 70, LLC by William R. Fricks Attorney for the Applicant

Address: 4321 South Lee Street, Ste 200
Buford, GA 30518

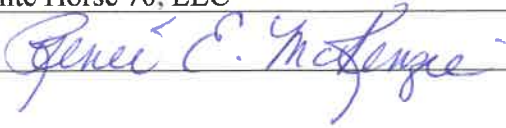
E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646 Office / (770) 633-2264 Cell

Signature: 

Property owner information (if different than the applicant)

Property owner (please print): White Horse 70, LLC

Signature of property owner: By: 



Property Information

Tax Map Number: 08150 002018

Current Zoning: Agricultural Residential III (AR-III) Total Acres: 34.56

Is this property contiguous to the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: PUD Planned Unit Development

Proposed City of Flowery Branch Character Area: Highway Business (HB)

Current Use: Undeveloped Property

Per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 36; Does this property potentially require a **DRI** (Development of Regional Impact) study? DRI is not required

Voting Rights Act Information

Resident Population: _____ Housing Units: _____ Other Buildings: _____

Race Population %: White _____ Black _____ Hispanic _____ Other _____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation $\geq$ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- 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
------------------------	-------------------------------

<u>None</u>	

**REZONING APPLICATION**

Application #2

Date: November 21, 2019**Address of Request:**6533 McKeever Road (Parcel # 08150 00218)Flowery Branch, GA 30542Tax Map # 08150 002018 Current Zoning: AR-IIIIs this site located within the boundaries of the historic district? NO

Currently a conforming use? _____

Any conditions of zoning, CUP's, etc.? _____

Applicant InformationName: White Horse 70, LLC by William R. Fricks Attorney for the ApplicantAddress: 4321 South Lee Street, Suite 200, Buford GA 30518E-mail address: wfricks@williamfrickspc.comPhone number: (470) 589-7646Signature: Notary: 

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 15, 2020



Property owner information (if different than the applicant)

Property owner (please print): White Horse 70, LLC

Signature of property owner: By *Gene E. McJannet*

Notary: *Beverly Rowland*

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 18, 2020

Property Information

Tax Map Number: 08150 002018

Current Zoning: Agricultural Residential-III (AR-III) Total Acres: 34.56

Is this property located within the city-limits of Flowery Branch? NO

Proposed City of Flowery Branch Zoning: PUD, Planned Unit Development

Current Use: Undeveloped Property

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

NO

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

NO

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

NO



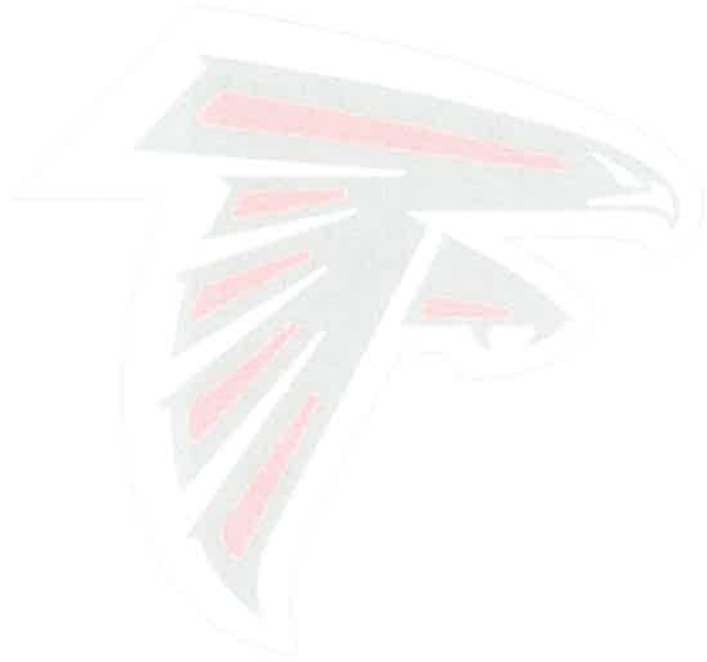
Disclosure of Campaign Contributions

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
N/A	
N/A	

CITY STAFF ONLY

Application Received By: _____
Date: _____ Total Fee: _____



6533 MCEVER ROAD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002018)

Tract One:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of Tracts 1, 2, 3, 4, and 5 of that property shown on a survey for "Lee Waldrip Auction Company," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 82, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tract Two:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being shown to contain 4.971 acres according to a survey for "Lee Waldrip Auction Co.," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 96, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tracts One and Two as described herein being all of that property described in a Corrective Warranty Deed from Lee Waldrip Auction Company to Harvey R. Crenshaw, Lawrence D. Crenshaw, and Robert C. Payne, dated July 11, 1985, recorded in Deed Book 897, page 13, Hall County, Georgia Deed Records.

Tract Three:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of that property shown on a survey for "Roy A. Scott," prepared by Jimmy Bullock, Georgia Registered Land Surveyor, dated December 1, 1988, being shown to contain 4.00 acres according to said survey and being more fully described as follows:

BEGINNING at an iron stake located on the eastern right of way of Holiday McEver Road, which iron pin is located south 55 degrees 31 minutes west 1367 feet from the nail and cap set centerline of McEver Road and Gaines Ferry Road; thence from said beginning iron pin running south 30 degrees 24 minutes east 871.21 feet to an iron pin; thence running south 69 degrees 11 minutes west 200 feet to an iron pin; thence running north 30 degrees 24 minutes west 871.21 feet to an iron pin located on the eastern right of way of Holiday McEver Road; thence running along said right of way of Holiday McEver road north 59 degrees 17 minutes east 200 feet to the beginning iron pin.

This being the same property described in a Warranty Deed from Roy Scott to Lawrence D. Crenshaw, Harvey R. Crenshaw, and Robert C. Payne dated February 16, 1990, recorded in Deed Book 1441, page 177, Hall County, Georgia Deed Records.

LEGAL DESCRIPTION

Combined legal Parcel # 08150 00218, 08150 00202

All that tract or parcel of land lying and being in Land Lot 150 of the 8th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southeastern right-of-way of McEver Rd (80 foot right-of-way), said point being South 69 degrees 54 minutes 36 seconds East, a distance of 50.84 feet, from the intersection of the centerlines of McEver Road and Vista Glen;

- THENCE North 57 degrees 56 minutes 37 seconds East a distance of 247.50 feet to a point;
- THENCE South 31 degrees 09 minutes 06 seconds East a distance of 1160.82 feet to a point;
- THENCE South 35 degrees 16 minutes 46 seconds West a distance of 484.73 feet to a point;
- THENCE South 35 degrees 16 minutes 46 seconds West a distance of 1044.12 feet to a point;
- THENCE North 29 degrees 55 minutes 31 seconds West a distance of 1331.61 feet to a point;
- THENCE North 17 degrees 11 minutes 57 seconds East a distance of 482.13 feet to a point;
- THENCE along a curve to the right for an arc length of 306.37 feet, having a radius of 430.82 feet, being subtended by a chord bearing North 37 degrees 34 minutes 17 seconds East, for a distance of 299.95 feet to a point;
- THENCE North 57 degrees 56 minutes 37 seconds East a distance of 485.64 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area 43.735 acres.



ANNEXATION APPLICATION

Application #3

Date: November 21, 2019

Address of Request:

6490 McEver Rd (Parcel # 08149 000005)

Submitted to the City Clerk per The Flowery Branch Code of Ordinances;
Appendix C, "Zoning Ordinance", Article 44; Section 44.4 on

City Clerk Signature _____

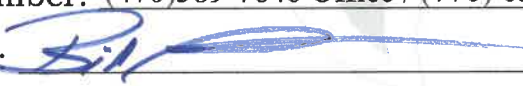
Applicant Information

Name: All Awesome Properties, LLC by William R. Fricks Attorney for the Applicant

Address: 4321 South Lee Street, Ste 200
Buford, GA 30518

E-mail address: wfricks@williamfrickspc.com

Phone number: (470)589-7646 Office / (770) 633-2264 Cell

Signature: 

Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By: 

**Property Information**

Tax Map Number: 08149 000005

Current Zoning: Agricultural Residential III (AR-III) Total Acres: 0.96

Is this property contiguous to the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: _____

Proposed City of Flowery Branch Character Area: Highway Business (HB)

Current Use: Undeveloped Property

Per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 36; Does this property potentially require a **DRI** (Development of Regional Impact) study? _____

Voting Rights Act Information

Resident Population: _____ Housing Units: _____ Other Buildings: _____

Race Population %: White _____ Black _____ Hispanic _____ Other _____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation $\geq$ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- 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



REZONING APPLICATION

Application #3

Date: November 21, 2019

Address of Request:

6490 MCEVER RD , FLOWERY BRANCH, GA 30542

Tax Map # 08149 000005 Current Zoning: AR-III

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

Currently a conforming use? _____

Any conditions of zoning, CUP's, etc.? _____

Applicant Information

Name: White Horse 70, LLC by William R. Fricks Attorney for the Applicant

Address: 4321 South Lee Street, Suite 200, Buford GA 30518

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: 

Notary: 

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 15, 2020

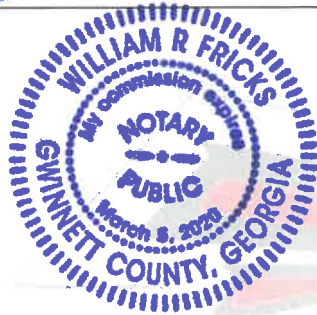


Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By: [Signature]

Notary: [Signature]



Property Information

Tax Map Number: 08149 000005

Current Zoning: Agricultural Residential III (AR-III) Total Acres: 0.96

Is this property located within the city-limits of Flowery Branch? NO

Proposed City of Flowery Branch Zoning: PUD, Planned Unit Development

Current Use: Undeveloped Property: Property will be subdivided into 2 lots

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
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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

NO



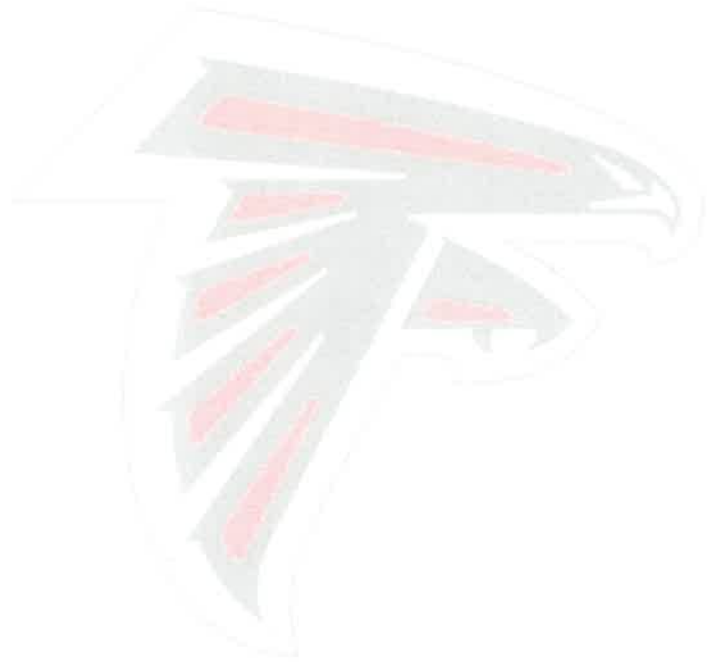
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Elected Officials Name	Amount of Description of Gift
N/A	
N/A	

CITY STAFF ONLY

Application Received By: _____
Date: _____ Total Fee: _____



6490 MCEVER ROAD, FLOWERY BRANCH GA 30542 (Parcel Number: 08149 000005)

All that tract or parcel of land lying and being in Land Lot 149 of the 8th District, Hall County, Georgia, containing 0.97 acre as shown on a plat of survey for Larry R. Bailey and Lex Cates by Thomas Wood, Registered Land Surveyor, dated January 6, 1987, and being more particularly described as follows:

Beginning at an iron pin on the northwestern right of way of McEver Road, said point being 918 feet southwesterly from the intersection of the right of way of McEver Road and the right of way of Gaines Ferry Road as measured along the right of way of McEver Road; thence proceeding along the northwestern right of way of McEver Road, south 57 degrees 39 minutes west a distance of 217.33 feet to an axle; thence north 42 degrees 15 minutes west a distance of 196.53 feet to an axle; thence north 52 degrees 00 minutes east a distance of 194.00 feet to an iron pin; thence south 47 degrees 37 minutes east a distance of 220.48 feet to an iron pin on the northwestern right of way of McEver Road the place or point of beginning

6509 MCEVER RD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002002)

All that tract or parcel of land lying and being in Land Lot 150 of the 8th Land District, Hall County, Georgia, as shown and delineated as 8.843 acres, more or less, on plat of survey for Anthony Sherman & Victor Felix Espinosa by Jarrard Surveying dated May 26, 2005, last revised September 9, 2005, and being more particularly described as follows:

Beginning at an iron pin at a point on the southeastern right of way of McEver Road (80 foot right of way), said point being South 63 degrees 25 minutes 07 seconds East, a distance of 50.84 feet, from the intersection of the centerlines of McEver Road and Vista Glen; thence running North 64 degrees 26 minutes 11 seconds East along the southeastern right of way of McEver Road, a distance of 247.50 feet, to an iron pin; thence leaving said right of way and running South 24 degrees 39 minutes 37 seconds East, a distance of 1160.82 feet, to an iron pin on the northwestern right of way of southern railroad (400 foot right of way); thence running South 41 degrees 46 minutes 15 seconds West along said right of way, a distance of 484.73 feet, to an iron pin; thence leaving said right of way and running North 24 degrees 47 minutes 04 seconds West, a distance of 477.85 feet, to an iron pin; thence

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

Parcel ID	08149 000116	Physical Address	6510 VISTA GLEN DRIVE, FLOWERY BRANCH GA 30542	Owner	BILLY KENNETH PATTERSON PATTERSON SHELBY JEAN	Contact Info	BILLY KENNETH PATTERSON PATTERSON SHELBY JEAN 6510 VISTA GLEN DRIVE FLOWERY BRANCH GA 30542
Parcel ID	08140 000218	Physical Address	6482 MCEVER RD, FLOWERY BRANCH, GA 30542	Owner	SARKAR DEVELOPMENT GROUP, INC.	Contact Info	c/o HENDERSON LEGAL 1350 SPRING STREET SUITE 485 ATLANTA GA 30309
Parcel ID	08150 002002A	Physical Address	6495 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	CLARA MAE MANN	Contact Info	C/O DIANE CRAWFORD 13209 JENNER LANE AUSTIN TX 787297455
Parcel ID	08150 002002	Physical Address	6509 MCEVER RD, FLOWERY BRANCH GA 30542	Owner	E&S DEVELOPMENT, LLC	Contact Info	E&S DEVELOPMENT, LLC 5052 NELSON BROGDON BLVD. SUGAR HILL GA 30518

Easement and Agreement

On this the 22 day of November 2019, White Horse 70, LLC. (White Horse) enters into an agreement with and grants an easement to All Awesome Properties, LLC. (All Awesome). White Horse is in negotiations to acquire Parcels 08150 002002 and 08150 002018, across the street from the property owned by All Awesome. In exchange for joining White Horse in applying for rezoning and annexation (at their expense) into to the City of Flowery Branch, with their Parcel 08149 000005. White Horse, if successful with getting re-zoning and annexation with a minimum of 2.3 residential units per acre, will, when re-zoned and annexed, White Horse will purchase and develop the above parcels for a residential community with sewer. White Horse will provide All Awesome with an easement to the nearest point of that development and sewer. White Horse will also pay for the cost of boring under McEver Rd. from the All Awesome property to the nearest access point of the new sewer system when development is completed.

Signed and agreed to by all parties on this the 22, day of November 2019 by All Awesome Properties, LLC. and White Horse 70, LLC. both of which are Georgia Companies.


 All Awesome Properties, LLC.
 By: Joe Ackerman


 White Horse 70, LLC.
 By: Renee E. McKenzie Manager



McEver Road Corridor

February 6, 2020



McEver Road Corridor

- Staff feels the development of this corridor is imperative to the overall success of the City.
- As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness.
- The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels.



Currently

- Approximately 3.8 +/- miles of road that run through the City
- City only controls a small portion of this road
- City controls two very important intersections – McEver and Gaines Ferry Road and McEver and Gainesville Street



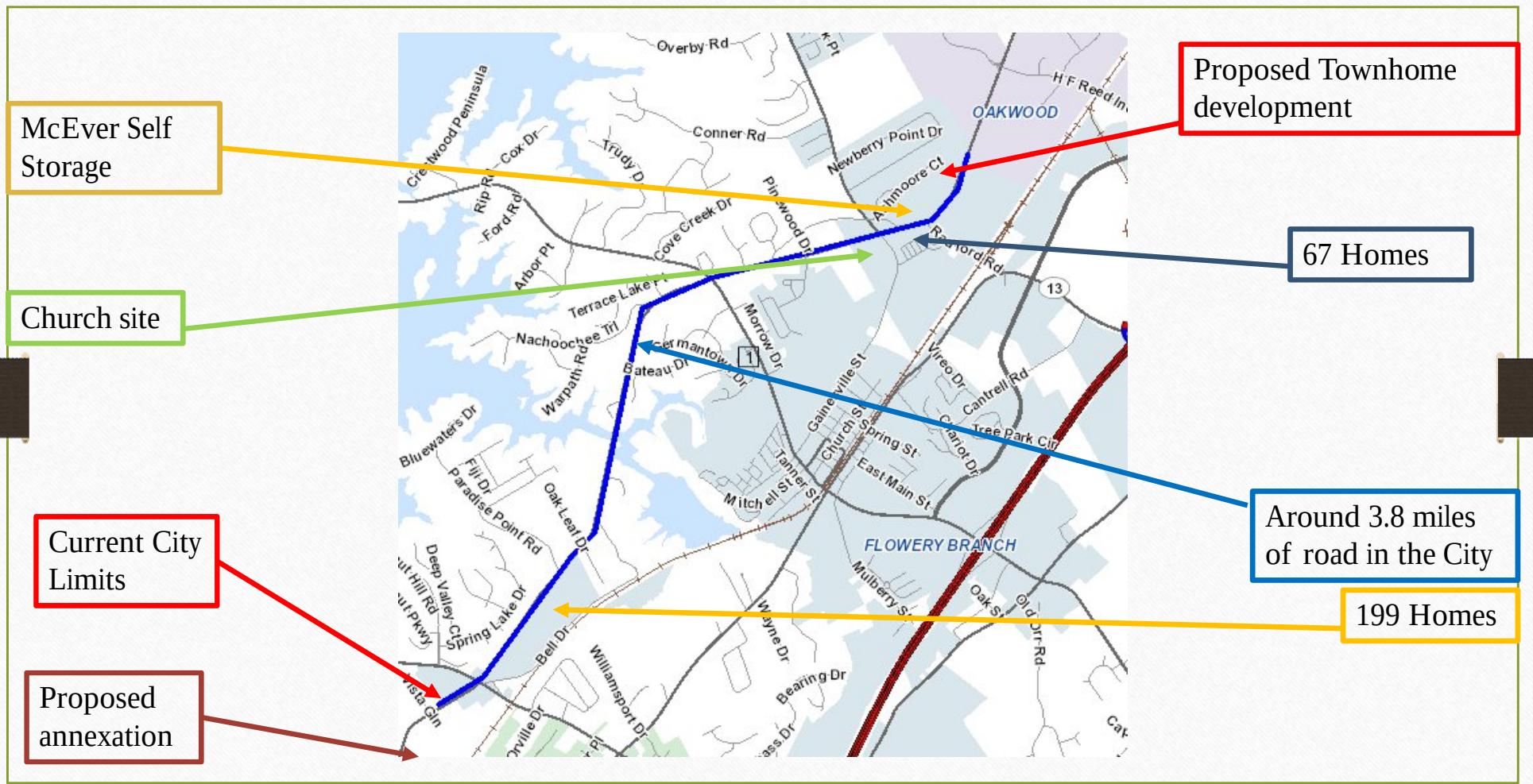
Projects

- City has many proposed, approved, or active projects on or close to this corridor
- Corridor should be looked at holistically
- City needs a mix of residential and commercial



Projects

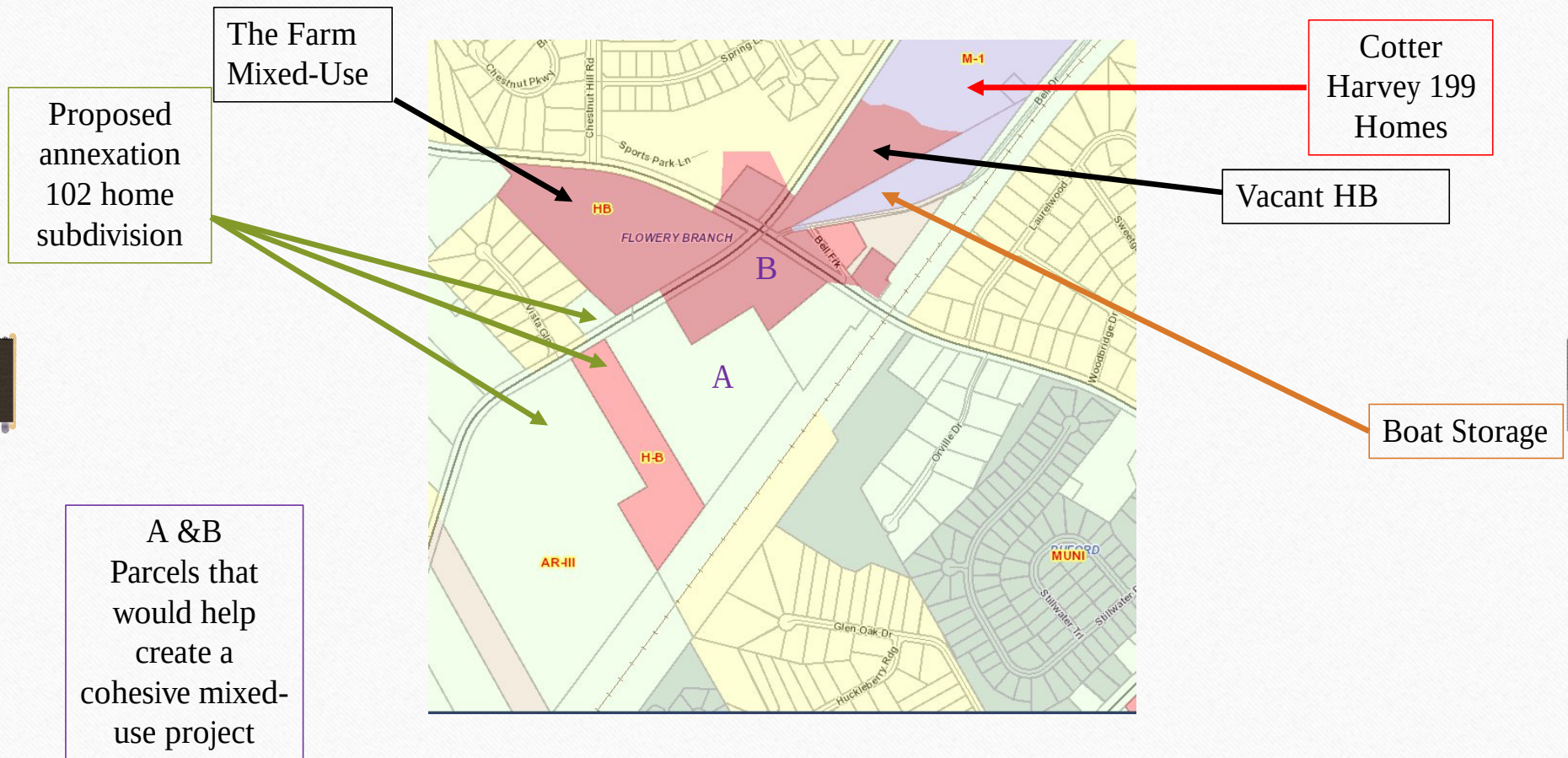
- Two new proposed projects
- Both residential
- Both near corners the City controls
- Staff is in favor of one of the projects





Corner of McEver & Gaines Ferry

- Approved 199 homes; proposed would add an additional 102
- 2 vacant properties zoned HB
- Boat storage yard
- Bell Road – appears to be in the RR right-of-way

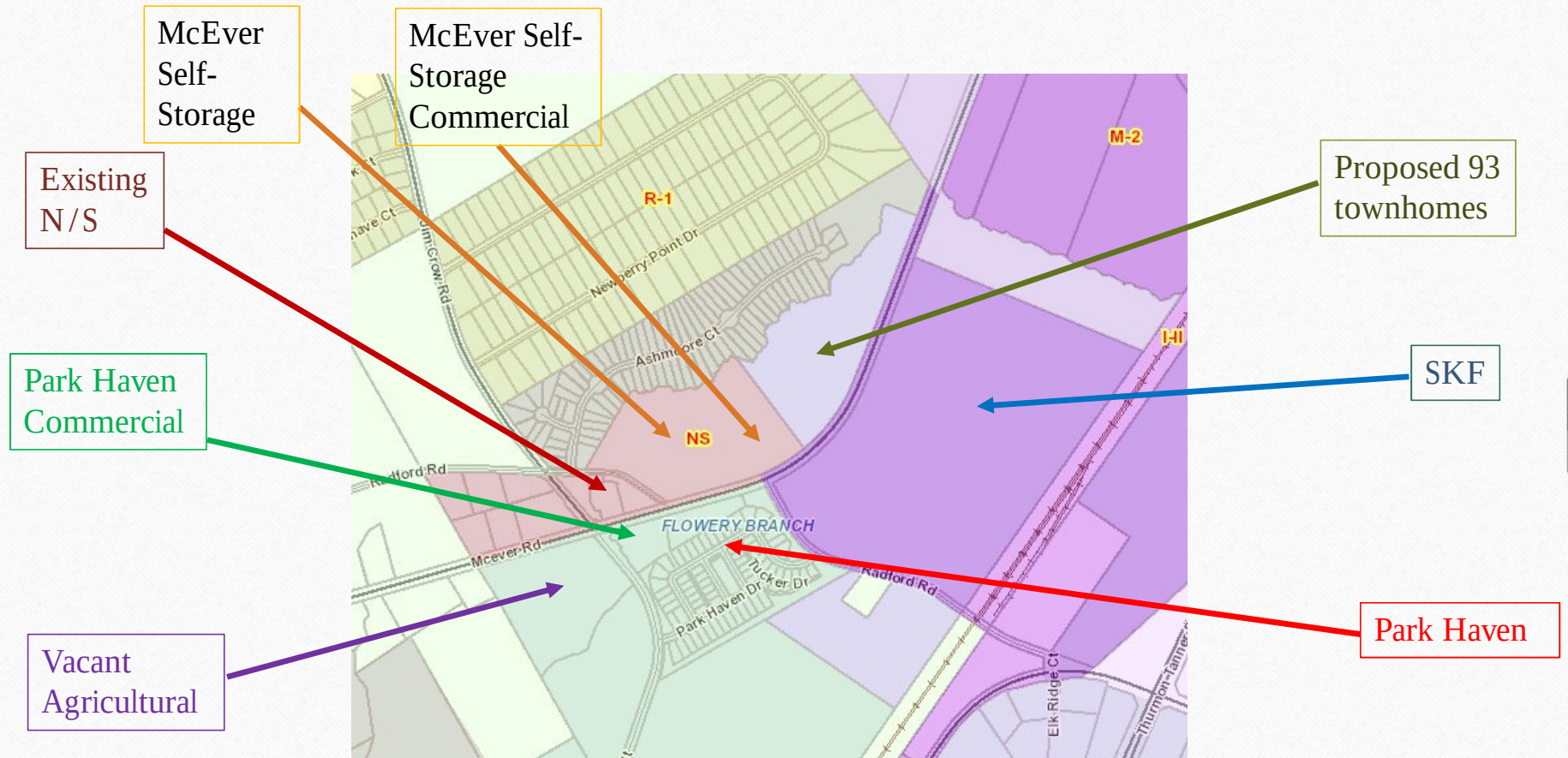


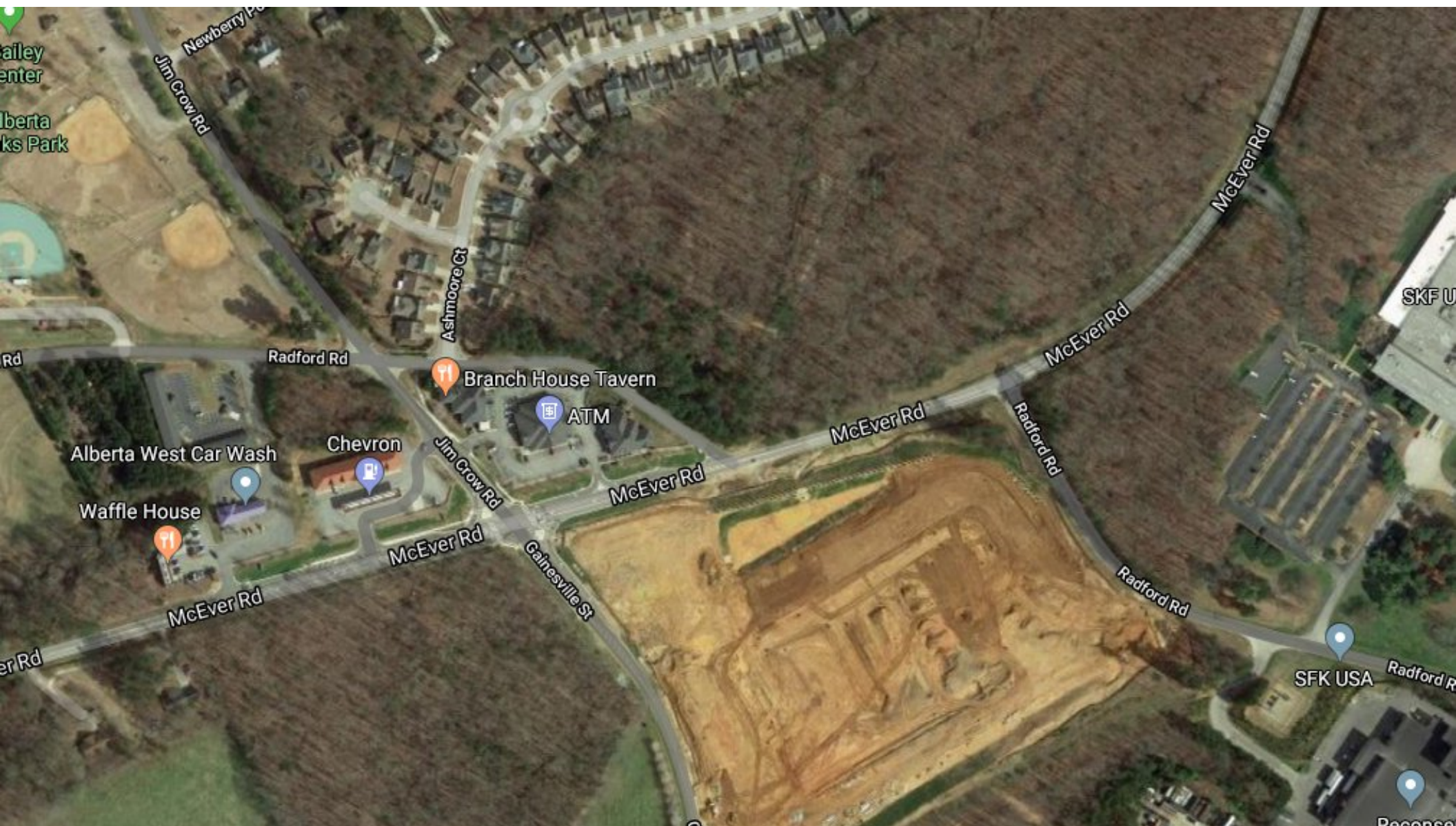




Corner of McEver & Gainesville Street

- Existing retail
- Approved self-storage project
- Approved 67 single family home subdivision with commercial outparcel
- Vacant agricultural land
- Proposed townhome development (93 Units)







Corridor Development

- Developments (if not a true mixed-use) should be cohesive with the surrounding area
- City should strive to ensure the two corners it controls are developed properly
- Comprehensive Plan should help guide the City



Applicant: White Horse 70, LLC.

Property Owner: All Awesome Properties, LLC., White Horse, LLC.

Subject Properties: 6490 McEver Road; 08149 000005; .96+/- acres

6509 McEver Road; 08150 002002; +/- 8.84 acres

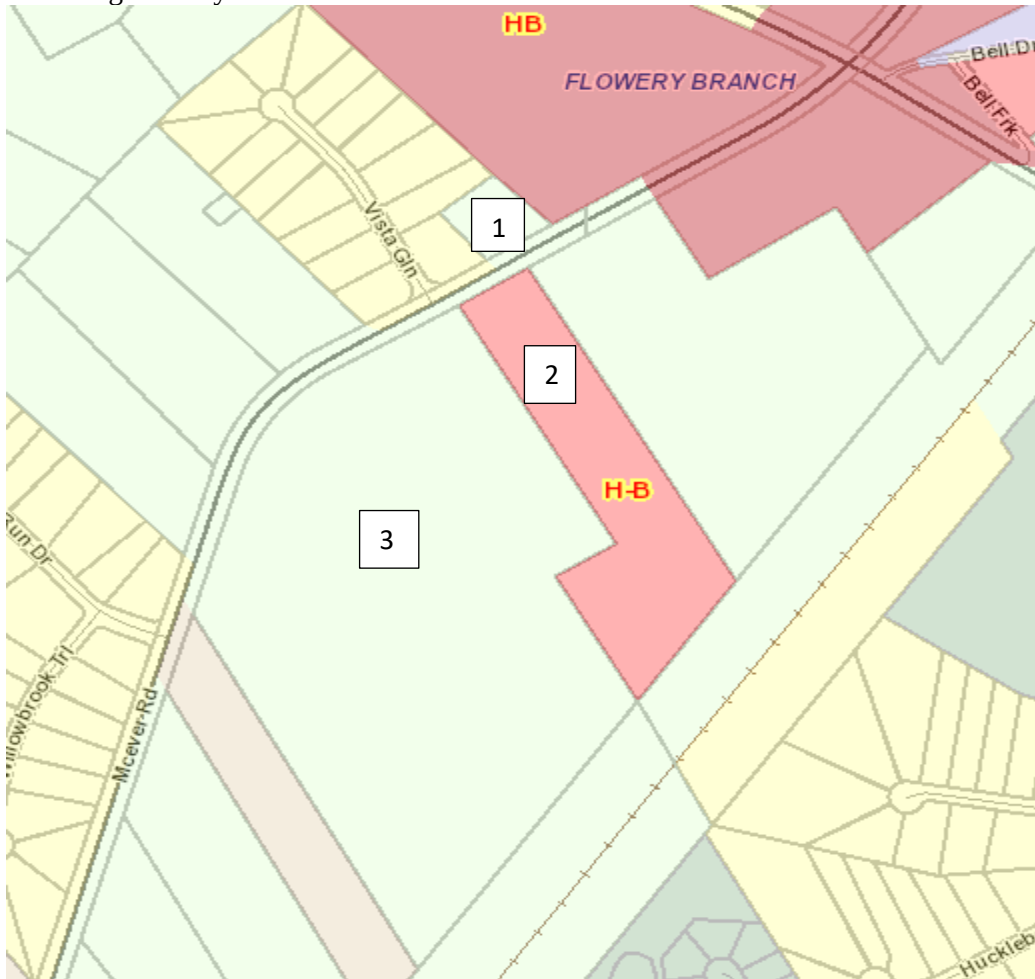
6533 McEver Road; 08150 002018; +/- 34.5

Request: Annex and rezone to PUD with the intent to build a 102 single family detached subdivision

Current Use: Vacant

Character Area: Mixed Use

A proposed annexation and rezoning from Agricultural Residential and Highway Business to PUD to develop a 102 single family detached subdivision.





Mixed Use



VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

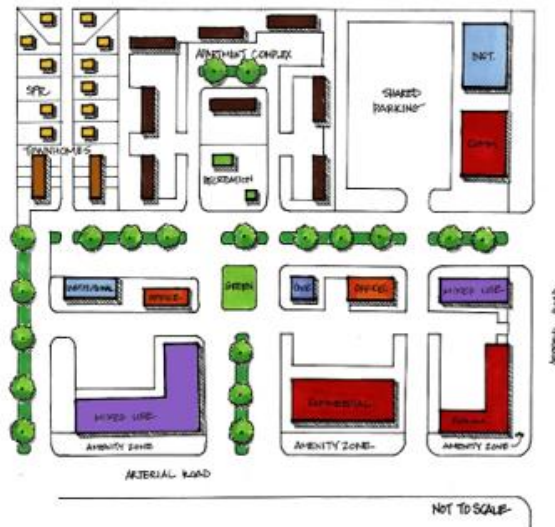
USES AND INTENSITIES: Acceptable uses include business/office parks, light industrial, smaller scale retail, neighborhood commercial and residential uses.

MAJOR FEATURES: Connectivity is important between uses and developments. Automobile traffic is frequent but pedestrian accessibility is still a necessity.

REGULATIONS: This character area will be primarily implemented with the planned unit development or commercial zoning districts. Developments will be required to complete design review and comply with all aesthetic requirements.

QUALITY COMMUNITY OBJECTIVES

IMPLEMENTED: Appropriate business, residential, and employment options, transition between more intense uses and compatibility between uses.



ILLUSTRATIVE MIXED-USE ACTIVITY CENTER

Jerry Weitz & Associates, Inc.
Planning & Development Consultants



Illustrative Example of Mixed Use with Focus on Commercial/Residential Design



The extent to which the proposed architectural features of buildings within the planned unit development are harmonious; N/A. As currently proposed, it is a single use (single family detached) development.

Consistency with the objectives of this Article; Not consistent as submitted. There is a potential for commercial development next to and adjacent to this proposed project and this could possibly be viewed as a mixed use if the City knew what was planned to be developed on these sites (the City does not at this time).

Consistency with the comprehensive plan of the city; Not consistent as submitted.

The adequacy of open spaces and play areas and recreation facilities that are provided for the needs of the development occupants; Open space appears adequate but no amenities (playground, pool, etc.) are shown. There appears to be very little useable open space as presented.

Consistency with any design guidelines of this Article or otherwise determined to be applicable via character area designation. Consistent as submitted.

Proposed Elevations





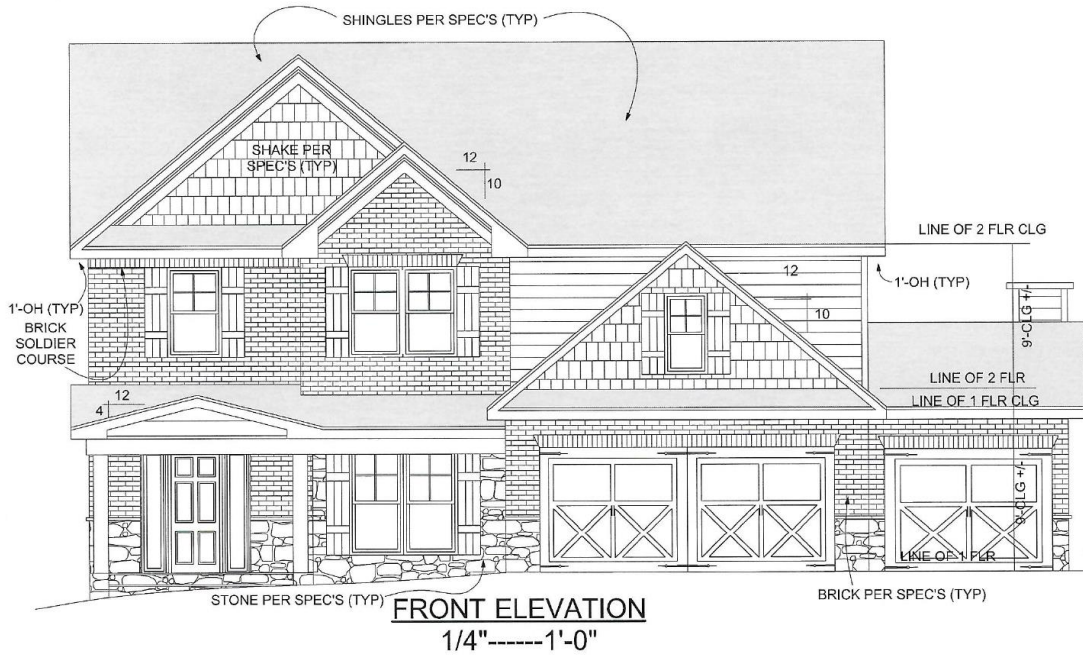
SMITHTOWN





ROCK SPRINGS

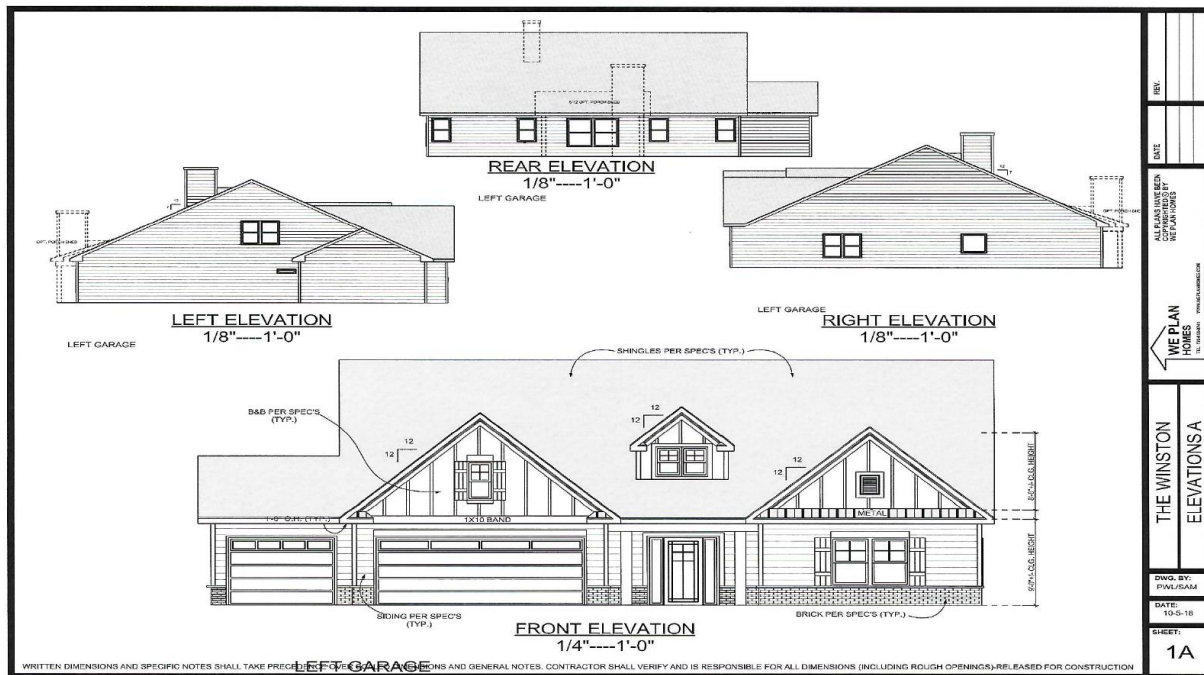


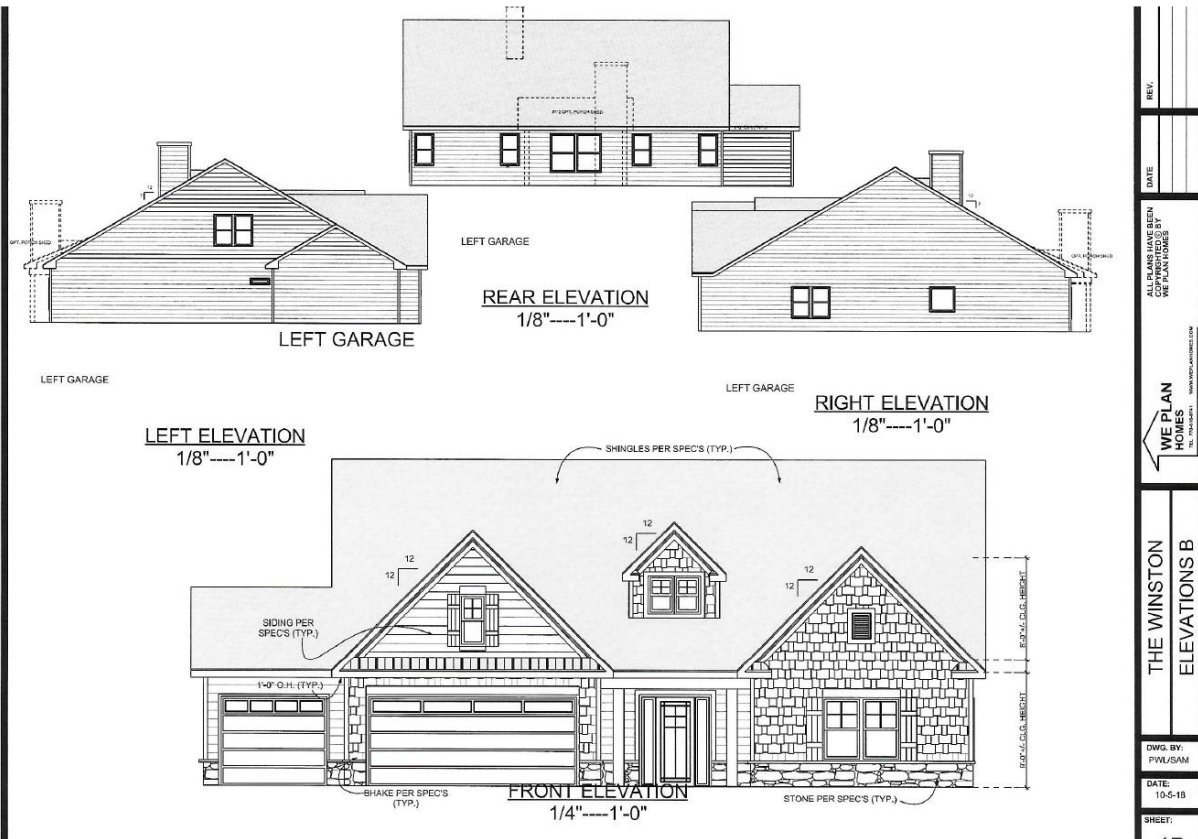


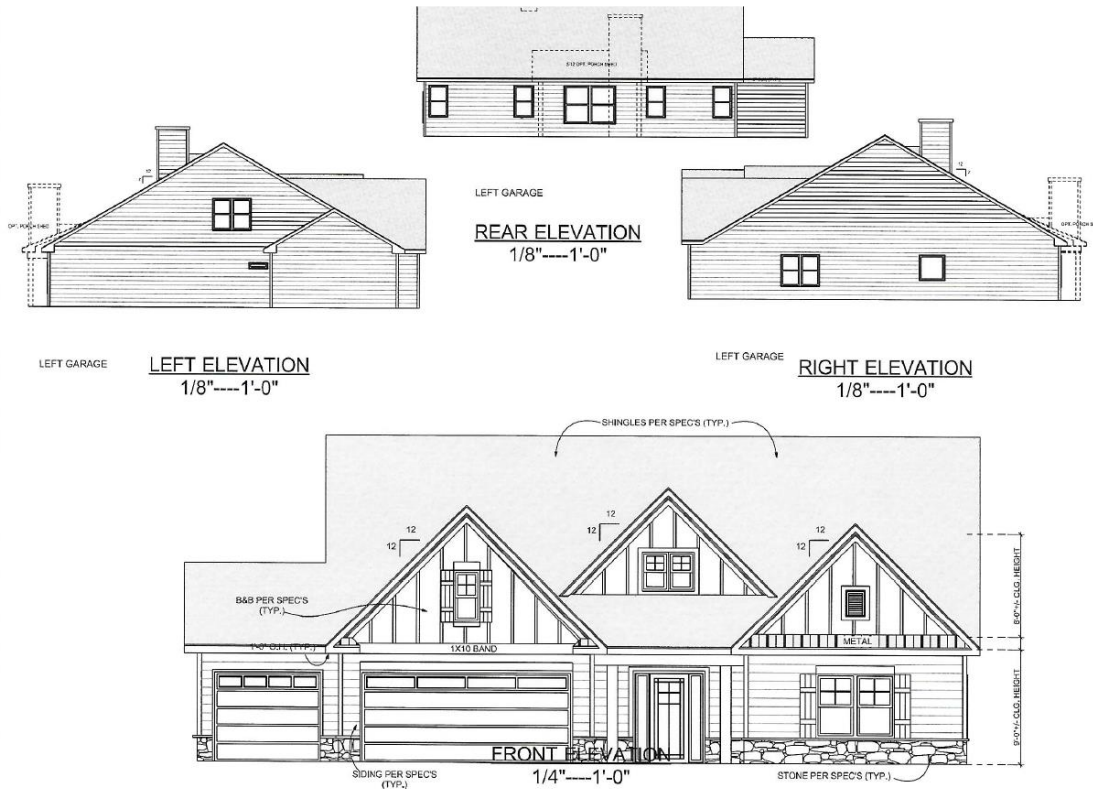
REV.	DATE	ALL PLANS HAVE BEEN REVIEWED BY: WE PLAN HOMES, LLC.
12-2014		
THE WATERTON II		
ELEVATION 'A'		
DWG. BY: PWL/SAM	DATE: 4-14-10	SHEET: 1



REV.	DATE	ALL PLANS HAVE BEEN REVIEWED BY: WE PLAN HOMES, LLC.
12-2014		
THE WATERTON II		
ELEVATION 'B'		
DWG. BY: PWL/SAM	DATE: 4-14-10	SHEET: 1

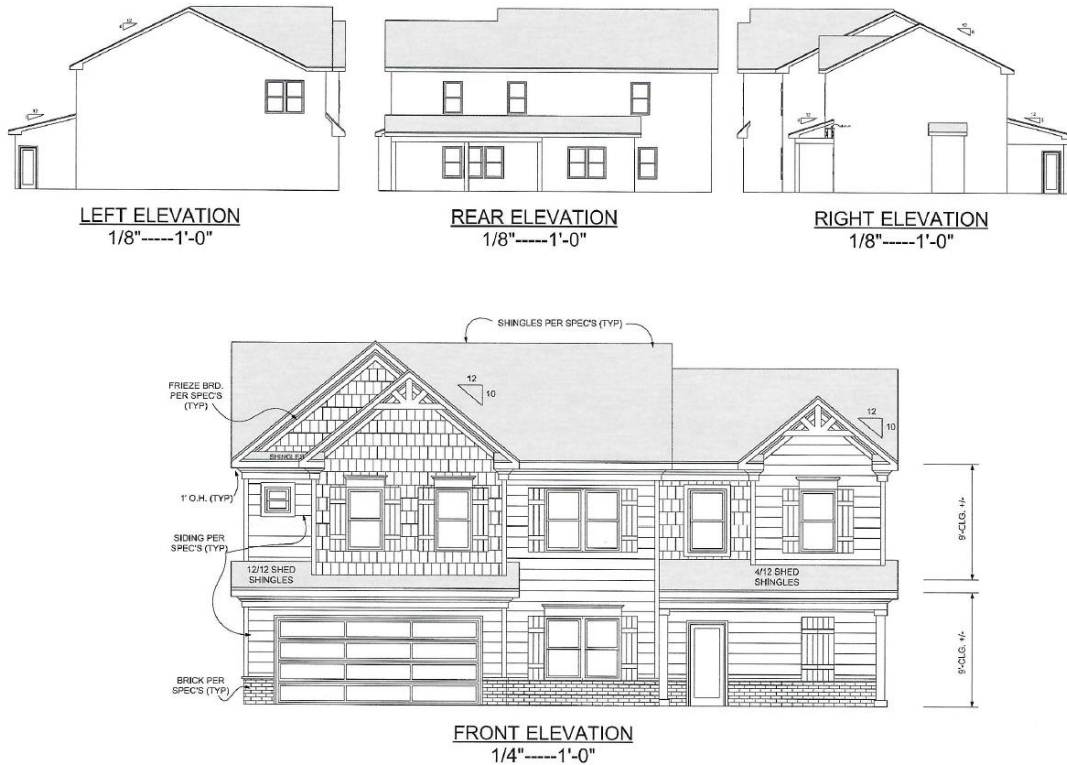






WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS)-RELEASED FOR CONSTRUCTION

REV.	
DATE	
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED BY WE PLAN HOMES	
WE PLAN HOMES	
1000 W. 10TH STREET, SUITE 100, DENVER, CO 80202	
THE WINSTON ELEVATIONS C	
DWG. BY: FWL/SAM	
DATE: 10-5-18	
SHEET: 1C	



REV.	
DATE	
ALL PLANS HAVE BEEN CHECKED FOR WE PLAN HOMES	
WE PLAN HOMES	
THE LANIER ELEVATIONS	
DWG. BY: PWL/SAM	
DATE: 11-17-17	
SHEET:	

Sample Development Agreement

Sewer Capacity

The sewer plant expansion is on schedule but there is no guarantee that capacity will be available for this subdivision prior to its completion.

McEver Road Corridor (see corresponding powerpoint)

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver



Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would have no access to any commercial uses at the present time. The northern corner of Gaines Ferry and McEver is also zoned commercial and is currently vacant. This area could have been made part of the approved 199 home PUD subdivision and turned into a true mixed-use project. It is staff's opinion that the approval of the proposed subdivision without including the commercial pieces of property to the north create another subdivision on an island. Additionally, it leaves an entire corner (one of the two the City controls) of the McEver Road Corridor vacant and zoned commercial. This would be another missed opportunity in the corridor.

Staff recommendation

The proposed subdivision layout is adequate. The applicant has not submitted elevations at the time of this report but discussions regarding the product and materials have been positive. The major issues are the lack of meeting the requirements of the comprehensive plan and the planned unit development zoning designation. Both call for a mixed-use product. Even if the project can be looked upon as part of a the larger McEver Road Corridor it can not be made to meet the intent of the PUD or the comprehensive plan. If the other parcels to the north (see the corresponding powerpoint) could be incorporated into this plan the City would have the opportunity for a cohesive mixed-use project on a very important corner in the City and the McEver Road Corridor. As presented, the corner and the corridor will be disjointed and left to be developed as individual parcels. Therefore, it is staff's recommendation to deny the annexation and rezoning requests.

Public Hearing Published 01/09/2020
Public Hearing 02/06/2020

First Read 03/19/2020
Approved 04/16/2020

ORDINANCE NO. 587

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A PARCEL OF REAL PROPERTY OWNED BY ALL AWESOME PROPERTIES, LLC, TOTALING .96+/- ACRES WHICH IS KNOWN AS 6490 MCEVER ROAD, ASSIGNED TAX PARCEL IDENTIFICATION NUMBER 08149 000005, AND SHOWN ON AND LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT “A”; PROVIDE FOR SEVERABILITY; , ESTABLISH AN EFFECTIVE DATE; REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, All Awesome Properties, LLC. owns all the tract or parcel of land totaling .96 +/- acres identified as 6490 McEver Road, Tax Parcel Identification Number 08149 000005, and as shown and legally described on Exhibit “A”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application submitted by All Awesome Properties, LLC. and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Zoning Ordinance for annexation into the City’s corporate limits; and

WHEREAS, said parcel of land is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, All Awesome Properties, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing that All Awesome Properties, LLC, consents to being annexed, and

WHEREAS, a survey and complete description of the lands to be annexed is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia the tract or parcel of land totaling .96 +/- acres identified as 6490 McEver Road, Tax Parcel Identification Number 08149 000005, and as shown and legally described on Exhibit "A". Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance with the attached Exhibit and file a certified copy of this Ordinance with its Exhibit with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 1, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 16th day of April 2020.

James M. Miller, Mayor

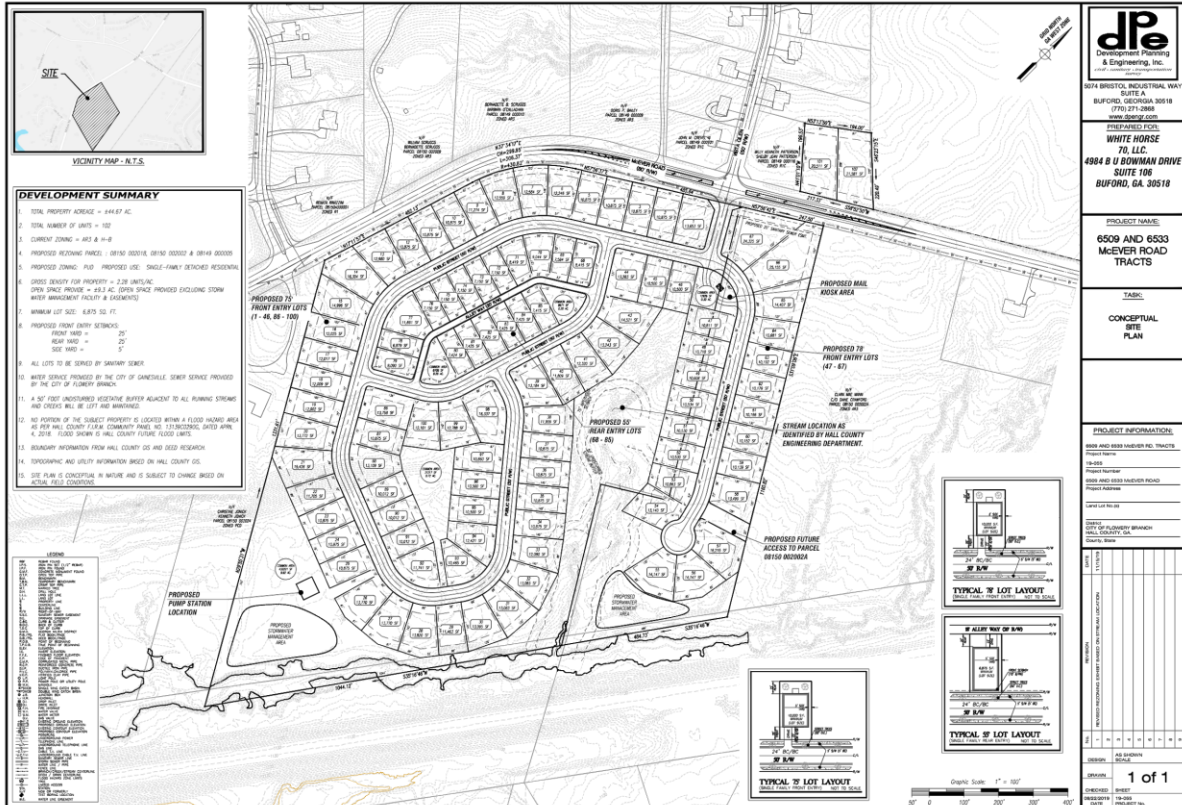
ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



6490 MCEVER ROAD, FLOWERY BRANCH GA 30542 (Parcel Number: 08149 000005)

All that tract or parcel of land lying and being in Land Lot 149 of the 8th District, Hall County, Georgia, containing 0.97 acre as shown on a plat of survey for Larry R. Bailey and Lex Cates by Thomas Wood, Registered Land Surveyor, dated January 6, 1987, and being more particularly described as follows:

Beginning at an iron pin on the northwestern right of way of McEver Road, said point being 918 feet southwesterly from the intersection of the right of way of McEver Road and the right of way of Gaines Ferry Road as measured along the right of way of McEver Road; thence proceeding along the northwestern right of way of McEver Road, south 57 degrees 39 minutes west a distance of 217.33 feet to an axle; thence north 42 degrees 15 minutes west a distance of 196.53 feet to an axle; thence north 52 degrees 00 minutes east a distance of 194.00 feet to an iron pin; thence south 47 degrees 37 minutes east a distance of 220.48 feet to an iron pin on the northwestern right of way of McEver Road the place or point of beginning.

All Awesome Properties, LLC

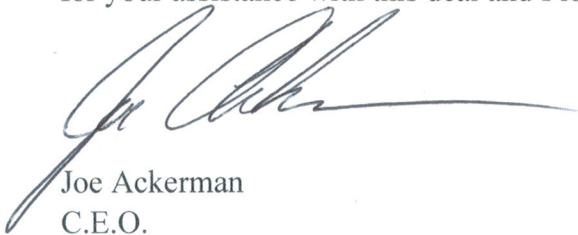
4411 Suwanee Dam Road Phone: 678-765-6955
Suite 415 Fax: 770-234-4142
Suwanee, Georgia 30024 Email: joe@peachstatehomes.net

Rich Atkinson
Director of Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

RE: Notice to Withdraw Annexation and Rezoning Application.

Dear Rich:

Please be advised that, pursuant to Appendix C, Article 34, Section 34.17 of The Code of Ordinances, City of Flowery Branch, Georgia, I would like to withdraw my annexation and rezoning application (ORDINANCE NO. 591) effective immediately. Unfortunately, there is too much economic uncertainty in this Country right now and I feel it would be wise to take some additional time to reevaluate every deal we have planned for 2020. For now, I think it is in the best interest of All Awesome Properties to leave this property in the County until this economic storm calms down a little bit. Thank you very much for your assistance with this deal and I look forward to working with you on future deals.



Joe Ackerman
C.E.O.
All Awesome Properties, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider - 2nd Reading of Ordinance # 588; an annexation request submitted by Whitehorse, LLC.to bring an 8.84 +/- acre tract of land known as 6509 McEver Road into the corporate City-limits of Flowery Branch.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

This annexation request was approved by City Council on Tuesday, March 24th, 2020.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No longer eligible to be annexed as it cannot be contiguous with the City of Flowery Branch.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Annexation Ordinance Whitehorse 1 FINAL.pdf](#)
- [Ackerman wthdrawal.pdf](#)

Public Hearing Published 01/09/2020
Public Hearing 02/06/2020

First Read 03/19/2020
Approved 04/16/2020

ORDINANCE NO. 588

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A PARCEL OF REAL PROPERTY OWNED BY WHITE HORSE, LLC, TOTALING 8.84+/- ACRES WHICH IS KNOWN AS 6509 MCEVER ROAD, ASSIGNED TAX PARCEL IDENTIFICATION NUMBER 08150 002002, AND IS SHOWN ON AND LEGALLY DESCRIBED ON ATTACHED EXHIBIT “A”; PROVIDE FOR SEVERABILITY; ESTABLISH AND EFFECTIVE DATE; REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, White Horse, LLC. owns all the tract or parcel of land totaling 8.84 +/- acres identified as 6509 McEver Road, Tax Parcel Identification Number: 08150 002002, and as shown and legally described on Exhibit “A”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application submitted by White Horse, LLC, and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Zoning Ordinance for annexation into the City’s corporate limits; and

WHEREAS, said parcel of land is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, White Horse, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing that White Horse, LLC, consents to being annexed, and

WHEREAS, a survey and complete description of the lands to be annexed is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia the tract or parcel of land totaling 8.84 +/- acres identified as 6509 McEver Road, Tax Parcel Identification Number 08150 002002, and as shown and legally described on Exhibit "A". Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance with the attached Exhibit and file a certified copy of this Ordinance with its Exhibit with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 1, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 16th day of April 2020.

James M. Miller, Mayor

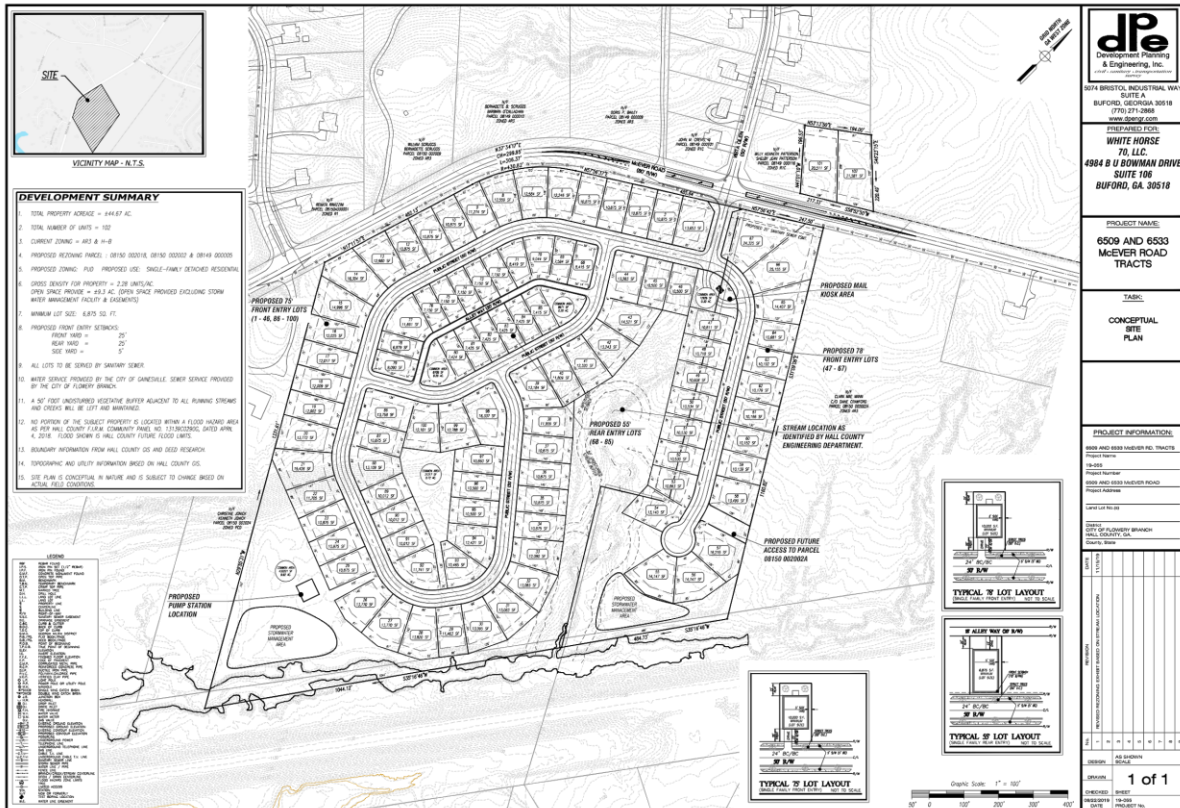
ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



6509 MCEVER RD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002002)

All that tract or parcel of land lying and being in Land Lot 150 of the 8th Land District, Hall County, Georgia, as shown and delineated as 8.843 acres, more or less, on plat of survey for Anthony Sherman & Victor Felix Espinosa by Jarrard Surveying dated May 26, 2005, last revised September 9, 2005, and being more particularly described as follows:

Beginning at an iron pin at a point on the southeastern right of way of McEver Road (80 foot right of way), said point being South 63 degrees 25 minutes 07 seconds East, a distance of 50.84 feet, from the intersection of the centerlines of McEver Road and Vista Glen; thence running North 64 degrees 26 minutes 11 seconds East along the southeastern right of way of McEver Road, a distance of 247.50 feet, to an iron pin; thence leaving said right of way and running South 24 degrees 39 minutes 37 seconds East, a distance of 1160.82 feet, to an iron pin on the northwestern right of way of southern railroad (400 foot right of way); thence running South 41 degrees 46 minutes 15 seconds West along said right of way, a distance of 484.73 feet, to an iron pin; thence leaving said right of way and running North 24 degrees 47 minutes 04 seconds West, a distance of 477.85 feet, to an iron pin;

All Awesome Properties, LLC

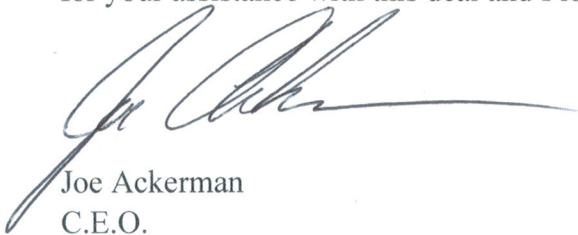
4411 Suwanee Dam Road Phone: 678-765-6955
Suite 415 Fax: 770-234-4142
Suwanee, Georgia 30024 Email: joe@peachstatehomes.net

Rich Atkinson
Director of Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

RE: Notice to Withdraw Annexation and Rezoning Application.

Dear Rich:

Please be advised that, pursuant to Appendix C, Article 34, Section 34.17 of The Code of Ordinances, City of Flowery Branch, Georgia, I would like to withdraw my annexation and rezoning application (ORDINANCE NO. 591) effective immediately. Unfortunately, there is too much economic uncertainty in this Country right now and I feel it would be wise to take some additional time to reevaluate every deal we have planned for 2020. For now, I think it is in the best interest of All Awesome Properties to leave this property in the County until this economic storm calms down a little bit. Thank you very much for your assistance with this deal and I look forward to working with you on future deals.



Joe Ackerman
C.E.O.
All Awesome Properties, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider - 2nd Reading of Ordinance # 589; an annexation request submitted by Whitehorse, LLC.to bring an 34.5 +/- acre tract of land known as 6533 McEver Road into the corporate City-limits of Flowery Branch.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

This annexation request was approved by City Council on Tuesday, March 24th, 2020.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No longer eligible to be annexed as it cannot be contiguous with the City of Flowery Branch.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Annexation Ordinance Whitehorse 2 FINAL.pdf](#)
- [Ackerman wthdrawal.pdf](#)

Public Hearing Published 01/09/2020
Public Hearing 02/06/2020

First Read 03/19/2020
Approved 04/16/2020

ORDINANCE NO. 589

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, A PARCEL OF REAL PROPERTY OWNED BY WHITE HORSE, LLC, TOTALING 34.5+/- ACRES WHICH IS KNOWN AS 6533 MCEVER ROAD, ASSIGNED TAX PARCEL IDENTIFICATION NUMBER 08150 002018, AND SHOWN ON AND LEGALLY DESCRIBED ON ATTACHED EXHIBIT “A”; PROVIDE FOR SEVERABILITY; ESTABLISH AND EFFECTIVE DATE; REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, White Horse, LLC. owns all the tract or parcel of land totaling 34.5 +/- acres identified as 6533 McEver Road, Tax Parcel Identification Number 08150 002018, and as shown and legally described on Exhibit “A”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application submitted by White Horse LLC. and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Zoning Ordinance for annexation into the City’s corporate limits; and

WHEREAS, said parcel of land is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, White Horse LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing that White Horse LLC, consents to being annexed, and

WHEREAS, a survey and complete description of the lands to be annexed is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

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SECTION 3. CERTIFICATION BY THE CITY CLERK

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SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 1, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 16th day of April 2020.

James M. Miller, Mayor

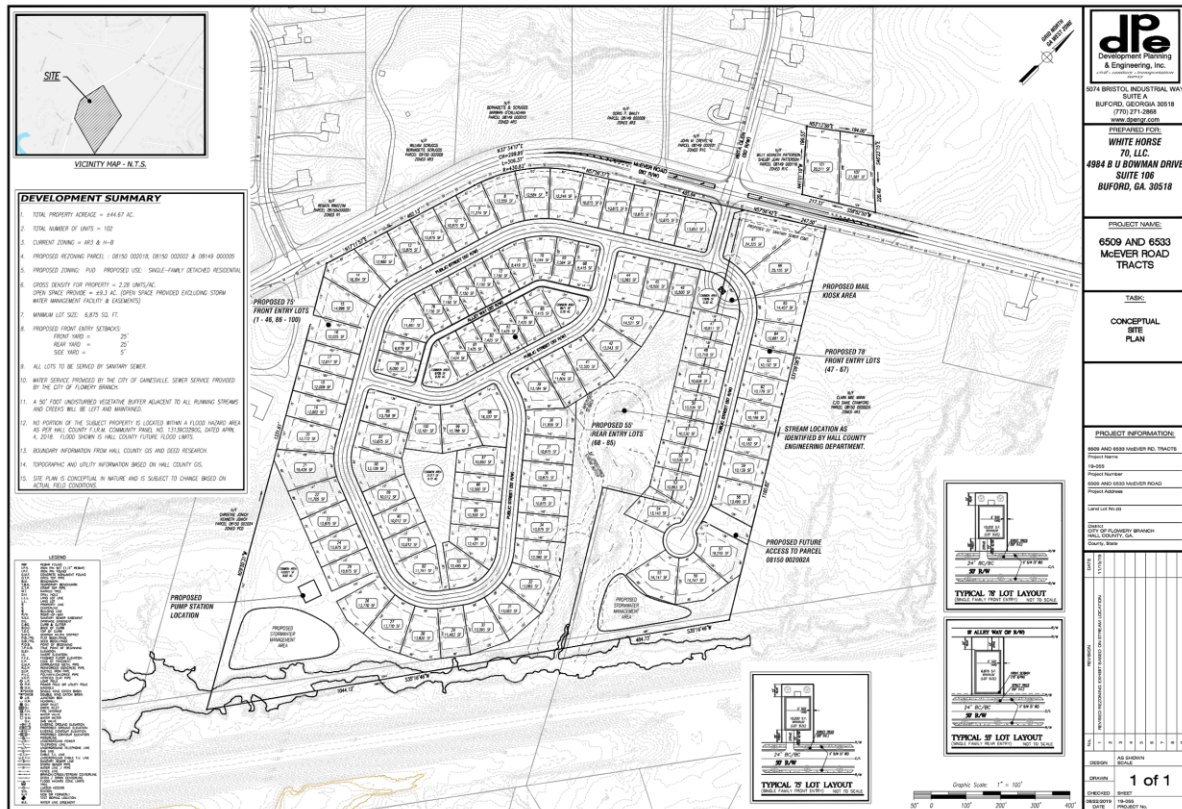
ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



6533 MCEVER ROAD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002018)

Tract One:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of Tracts 1, 2, 3, 4, and 5 of that property shown on a survey for "Lee Waldrip Auction Company," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 82, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tract Two:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being shown to contain 4.971 acres according to a survey for "Lee Waldrip Auction Co.," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 96, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tracts One and Two as described herein being all of that property described in a Corrective Warranty Deed from Lee Waldrip Auction Company to Harvey R. Crenshaw, Lawrence D. Crenshaw, and Robert C. Payne, dated July 11, 1985, recorded in Deed Book 897, page 13, Hall County, Georgia Deed Records.

Tract Three:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of that property shown on a survey for "Roy A. Scott," prepared by Jimmy Bullock, Georgia Registered Land Surveyor, dated December 1, 1988, being shown to contain 4.00 acres according to said survey and being more fully described as follows:

BEGINNING at an iron stake located on the eastern right of way of Holiday McEver Road, which iron pin is located south 55 degrees 31 minutes west 1367 feet from the nail and cap set centerline of McEver Road and Gaines Ferry Road; thence from said beginning iron pin running south 30 degrees 24 minutes east 871.21 feet to an iron pin; thence running south 69 degrees 11 minutes west 200 feet to an iron pin; thence running north 30 degrees 24 minutes west 871.21 feet to an iron pin located on the eastern right of way of Holiday McEver Road; thence running along said right of way of Holiday McEver road north 59 degrees 17 minutes east 200 feet to the beginning iron pin.

This being the same property described in a Warranty Deed from Roy Scott to Lawrence D. Crenshaw, Harvey R. Crenshaw, and Robert C. Payne dated February 16, 1990, recorded in Deed Book 1441, page 177, Hall County, Georgia Deed Records.

All Awesome Properties, LLC

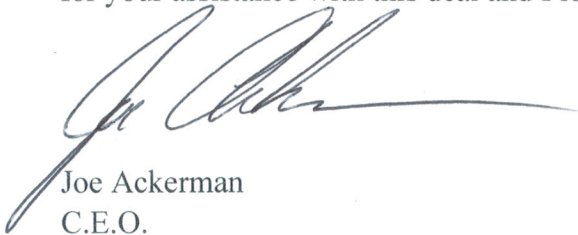
4411 Suwanee Dam Road Phone: 678-765-6955
Suite 415 Fax: 770-234-4142
Suwanee, Georgia 30024 Email: joe@peachstatehomes.net

Rich Atkinson
Director of Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

RE: Notice to Withdraw Annexation and Rezoning Application.

Dear Rich:

Please be advised that, pursuant to Appendix C, Article 34, Section 34.17 of The Code of Ordinances, City of Flowery Branch, Georgia, I would like to withdraw my annexation and rezoning application (ORDINANCE NO. 591) effective immediately. Unfortunately, there is too much economic uncertainty in this Country right now and I feel it would be wise to take some additional time to reevaluate every deal we have planned for 2020. For now, I think it is in the best interest of All Awesome Properties to leave this property in the County until this economic storm calms down a little bit. Thank you very much for your assistance with this deal and I look forward to working with you on future deals.



Joe Ackerman
C.E.O.
All Awesome Properties, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider - 2nd Reading of Ordinance #591 a request to rezone 6409 McEver Road from Hall County ARIII to Flowery Branch PUD.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

Withdrawn by applicant

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Withdrawn by applicant.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Rezoning All Awesome Properties FINAL.pdf](#)
- [Ackerman wthdrawal.pdf](#)

Public Hearing Published 01/09/2020
Public Hearing 02/06/2020

First Read 04/02/2020
Approved 04/16/2020

ORDINANCE NO. 591

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING .96+/- ACRES OF LAND OWNED BY ALL AWESOME PROPERTIES LLC WHICH IS COMMONLY KNOWN AS 6490 MCEVER ROAD, IDENTIFIED AS TAX PARCEL IDENTIFICATION NUMBER 08149 000005, AS SHOWN ON EXHIBIT “A”, AND AS LEGALLY DESCRIBED ON EXHIBIT “B”, BY REZONING SAID TRACT FROM HALL COUNTY AR III (AGRICULTURAL RESIDENTIAL) TO FLOWERY BRANCH PUD (PLANNED UNIT DEVELOPMENT) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, All Awesome Properties LLC owns all that tract or parcel of land being considered for rezoning totaling .96+/- acres identified as 6490 McEver Road, Tax Parcel Identification Number 08149 000005, as shown on Exhibit “A”, and as legally described on Exhibit “B”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by All Awesome Properties LLC and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, All Awesome Properties LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned; and

WHEREAS, a survey and complete legal description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development), subject to the conditions set forth on Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 1, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 16^h day of April 2020.

ATTEST

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”

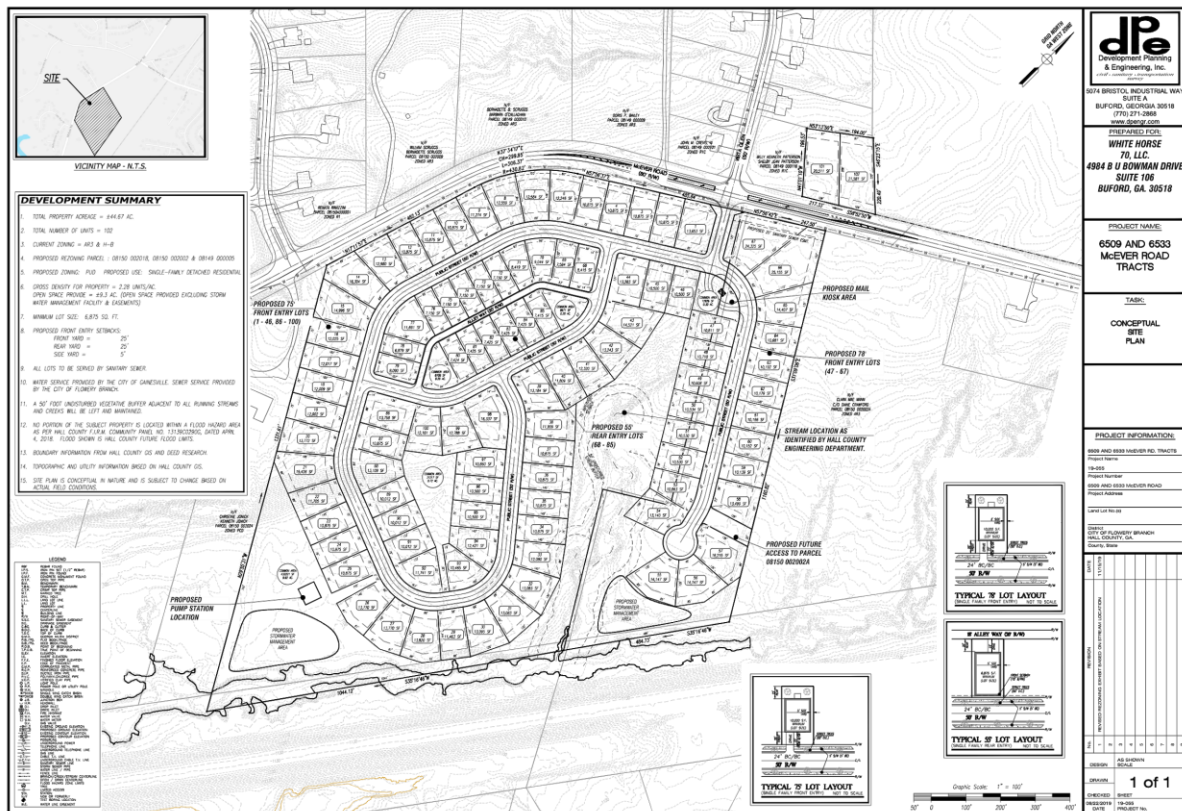


Exhibit "B"

6490 MCEVER ROAD, FLOWERY BRANCH GA 30542 (Parcel Number: 08149 000005)

All that tract or parcel of land lying and being in Land Lot 149 of the 8th District, Hall County, Georgia, containing 0.97 acre as shown on a plat of survey for Larry R. Bailey and Lex Cates by Thomas Wood, Registered Land Surveyor, dated January 6, 1987, and being more particularly described as follows:

Beginning at an iron pin on the northwestern right of way of McEver Road, said point being 918 feet southwesterly from the intersection of the right of way of McEver Road and the right of way of Gaines Ferry Road as measured along the right of way of McEver Road; thence proceeding along the northwestern right of way of McEver Road, south 57 degrees 39 minutes west a distance of 217.33 feet to an axle; thence north 42 degrees 15 minutes west a distance of 196.53 feet to an axle; thence north 52 degrees 00 minutes east a distance of 194.00 feet to an iron pin; thence south 47 degrees 37 minutes east a distance of 220.48 feet to an iron pin on the northwestern right of way of McEver Road the place or point of beginning.

Exhibit “C”

Conditions of Zoning (These conditions apply to the overall development shown on Exhibit “A” and are applicable to the property owned by All Awesome Properties LLC as part of the overall development as identified above.)

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on April 16, 2020 and as attached as Exhibit “A”
- B. Maximum density of 102 single family units for the overall development as shown on Exhibit “A”
- C. All homes shall be a minimum of 2,000 heated square feet
- D. Homes shall generally adhere to the plan book submitted to staff electronically on March 13, 2020 and attached hereto
- E. Lot size and setbacks per approved plan
- F. Landscape plan shall be submitted at time of LDP
- G. Street trees shall be planted with root barriers and must be approved by staff
- H. All roadways and alleys shall be public
- I. All roadways will be turned over to the City through an official resolution approved by City Council and not at the time of final plat
- J. A maintenance bond totaling 20% of all public improvements is required at time of final plat
- K. Sewer shall be provided by the City of Flowery Branch
- L. 5’ sidewalk shall be provided on both sides of the roads throughout the development
- M. Detailed entrance plans shall be submitted and approved by the City
- N. Streetlights must be dedicated to the homeowner’s association in perpetuity at the time of final plat.
- O. Buffer along southern boundary must be enhanced to limit disturbance to the existing business located at 6593 McEver Road and identified as tax parcel identification no. 08150 002024. Plan shall create an evergreen barrier coupled with an opaque fence to shield the development. Said plan must be submitted and approved by City staff prior to the issuance of an LDP.
- P. Sewer pump station location and design shall be reviewed and approved by City staff prior to installation. Applicant agrees to negotiate in good faith with the City to upsize the capacity of this station to serve the surrounding areas. Any such agreement will be memorialized in a development agreement in generally the same form as attached hereto to be approved by both parties prior to the issuance of a land disturbance permit. Additionally, the pump station must have a 6’ black-vinyl coated fence and landscape screening which must be approved by the Director of Planning and Community Development.
- Q. The location of the vehicular/pedestrian roadway connection to the adjoining commercial property located at 6495 McEver Road, tax parcel identification number 08150 002002A, shall be finalized prior to the issuance of an LDP. Additionally, plan showing the road width, size, landscaping, sidewalks, bike lanes, etc. must be approved by the City prior to the issuance of an LDP.
- R. 5’ sidewalk shall be installed on McEver Road and shall run the entire length of the development.

2. Home/Lot Design

- A. Driveways of non-alley fed homes shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the garage
- B. Individual lots shall show landscaping at time of permit and shall have a mixture of shrubs and a minimum of two trees
- C. All lots must be sodded prior to issuance of certificate of occupancy
- D. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
- E. A house location plan (HLP) is required for each home at the time of permitting

3. Major and Minor PUD Changes

- A. Major changes shall be approved by City Council and shall include:
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
- B. Minor shall be approved by the Director of Planning and Community Development and shall include:
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Elevations

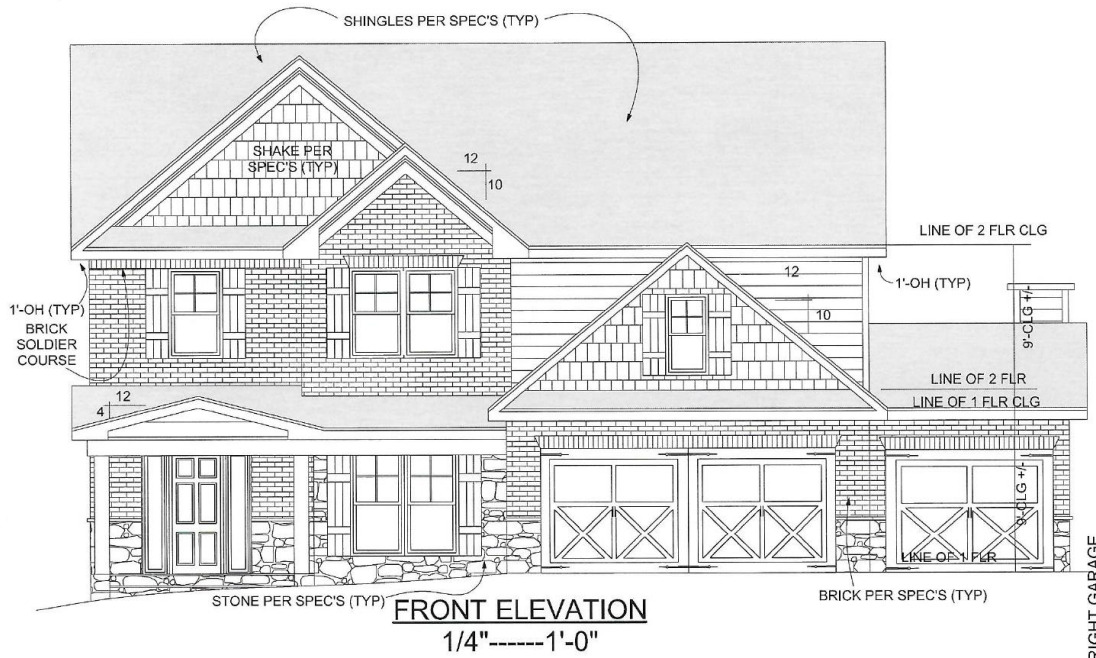


SMITHTOWN



ROCK SPRINGS





RIGHT GARAGE

REV.	DATE	BY
1	12-2014	WPH
ALL PLANS HAVE BEEN REVIEWED BY WPH		
WE PLAN HOMES, LLC		
10000 W. 100th Ave., Suite 100, Denver, CO 80231		
THE WATERTON II		
ELEVATION 'A'		
DWG. BY:	PWL/SAM	
DATE:	4-14-10	
SHEET:	1	



RIGHT GARAGE

REV.	DATE	BY
1	12-2014	WPH
ALL PLANS HAVE BEEN REVIEWED BY WPH		
WE PLAN HOMES, LLC		
10000 W. 100th Ave., Suite 100, Denver, CO 80231		
THE WATERTON II		
ELEVATION 'B'		
DWG. BY:	PWL/SAM	
DATE:	4-14-10	
SHEET:	1	

Sample Development Agreement

AGREEMENT BY AND BETWEEN _____ AND THE CITY OF FLOWERY BRANCH, GEORGIA FOR IMPROVEMENT OF THE _____ LIFT STATION

This AGREEMENT is made and entered into this ____ day of _____, 2020, by
and between _____, located at
_____ (“DEVELOPER”) and the City of Flowery
Branch, Georgia, a Georgia municipal corporation, located at 5410 Pine Street, Flowery Branch,
Georgia (“CITY”) for the purpose of improving the CITY’s existing sanitary sewer system by
constructing a new _____ Lift Station with an expanded capacity (“PROJECT”).

WHEREAS, DEVELOPER is the developer of ____ acres of land commonly known as
the _____ Residential Subdivision located on McEver Road within the City
of Flowery Branch, Georgia, consisting of _____ residential units as shown on Exhibit A,
attached hereto and incorporated herein (“DEVELOPMENT”), desires certain commitments from
the CITY, in regard to the PROJECT; and,

WHEREAS, the CITY desires to partner with DEVELOPER in the PROJECT for
construction of the PROJECT to provide sanitary sewer service capacity beyond that required for
said DEVELOPMENT.

NOW THEREFORE, DEVELOPER and CITY agree to the following:

- I. DEVELOPER shall be responsible for the engineering design of the PROJECT which
has been, or will be, accomplished by professional engineers registered in the State of
Georgia and be in compliance with all relevant CITY specifications and standards.
Prior to the beginning of construction, the engineering design of the PROJECT must
be approved in writing by the CITY’s engineer. DEVELOPER shall bear the cost of the
engineering design of the PROJECT.

- II. DEVELOPER shall be responsible for and shall provide all labor and materials necessary for the construction of the PROJECT, the scope of which is described in Exhibit B attached hereto and incorporated herein.
- III. DEVELOPER shall be responsible to provide resident inspection during construction of the PROJECT and to ensure conformity to the engineering design, compliance with all relevant CITY specifications and standards, and quality of construction. DEVELOPER shall bear the cost of said resident inspection. CITY shall have the right to inspect the PROJECT during construction. DEVELOPER shall not bear the cost of said CITY inspection.
- IV. DEVELOPER shall provide CITY a statement from the PROJECT engineer certifying that the materials and workmanship meet the CITY's specifications and standards. Upon request of CITY, DEVELOPER shall substantiate by material affidavits from suppliers and by applicable test results. DEVELOPER shall provide two copies of "as-builts" drawings of the PROJECT.
- V. DEVELOPER shall provide CITY with copies of all lien releases by material and equipment suppliers.
- VI. The PROJECT shall be complete upon certification in writing by the CITY's engineer and city manager.
- VII. DEVELOPER shall be responsible for maintaining the PROJECT for one year after the CITY certifies the PROJECT complete. DEVELOPER shall transfer all equipment warranties to the CITY within fourteen (14) days before the expiration of the one-year maintenance period.
- VIII. Upon completion of the PROJECT, CITY shall reimburse DEVELOPER no more than ____% of the actual construction cost of the PROJECT or \$_____, whichever is less, in accordance with the following process:

- A. DEVELOPER shall make a written request to the CITY for reimbursement and provide all supporting invoices and cancelled checks or other proof of payment related to the actual construction cost of the PROJECT.
- B. Within 30 days of receipt of DEVELOPER's written request for reimbursement, CITY shall reimburse DEVELOPER in accordance with this Paragraph VI.
- IX. Upon reimbursement by CITY, DEVELOPER shall dedicate all rights, title and interest that DEVELOPER may have in the PROJECT and any real property, including but not limited to easements or rights-of-way, necessary for the purpose of owning, operating and/or maintaining the PROJECT by providing CITY a recordable plat(s) showing all utilities within public easements and/or rights of way to be owned and maintained by the CITY. Should DEVELOPER fail to provide such a plat(s), CITY shall not permit connection of the DEVELOPMENT to the CITY'S sewer system nor issue any certificate of occupancy. CITY shall not accept said dedication until such time that all property offered by DEVELOPER for acceptance by the CITY is free and clear of all encumbrances including but not limited to liens and security interests.
- X. Nothing in this AGREEMENT shall relieve DEVELOPER from paying any required fees for CITY sewer capacity and/or connection to the CITY's sewer system.
- XI. The term of this AGREEMENT shall be from the date first written above up and through one (1) year after completion of the PROJECT.
- XII. All notices under this AGREEMENT shall be in writing and shall be deemed to have been given by delivering in-person, certified mail, or statutory overnight deliver to the following:

For CITY:

Bill Andrew
City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

For DEVELOPER:

- XIII. DEVELOPER shall indemnify and hold harmless CITY for any and all claims arising out of any act or omission related to the design and construction of the PROJECT made by DEVELOPER, or any person for whom DEVELOPER could be liable, prior to CITY's acceptance of ownership of the PROJECT.
- XIV. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this AGREEMENT.
- XV. This AGREEMENT contains the sole and entire agreement of the parties with respect to the PROJECT contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this AGREEMENT shall be in writing and executed by the parties.
- XVI. This AGREEMENT may not be assigned or transferred by either party without the written consent of the other party. The provisions of this AGREEMENT shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- XVII. Time is of the essence with respect to this AGREEMENT.
- XVIII. This AGREEMENT and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- XIX. If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such

provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

XX. This AGREEMENT may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal.

CITY OF FLOWERY BRANCH, GEORGIA

_____	_____
By:	By: James M. Miller, Mayor
ATTEST:	ATTEST:
_____	_____
By:	By: Melissa McCain, City Clerk

EXHIBIT A

EXHIBIT B

All Awesome Properties, LLC

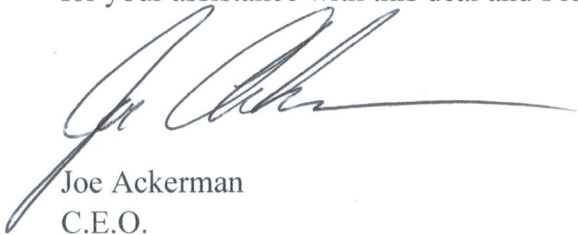
4411 Suwanee Dam Road Phone: 678-765-6955
Suite 415 Fax: 770-234-4142
Suwanee, Georgia 30024 Email: joe@peachstatehomes.net

Rich Atkinson
Director of Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

RE: Notice to Withdraw Annexation and Rezoning Application.

Dear Rich:

Please be advised that, pursuant to Appendix C, Article 34, Section 34.17 of The Code of Ordinances, City of Flowery Branch, Georgia, I would like to withdraw my annexation and rezoning application (ORDINANCE NO. 591) effective immediately. Unfortunately, there is too much economic uncertainty in this Country right now and I feel it would be wise to take some additional time to reevaluate every deal we have planned for 2020. For now, I think it is in the best interest of All Awesome Properties to leave this property in the County until this economic storm calms down a little bit. Thank you very much for your assistance with this deal and I look forward to working with you on future deals.



Joe Ackerman
C.E.O.
All Awesome Properties, LLC



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider - 2nd Reading of Ordinance #593 a request to rezone 6533 McEver Road from Hall County ARIII to Flowery Branch PUD.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

No longer eligible to be rezoned as it cannot be contiguous with the City of Flowery Branch.

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Rezoning Ordinance Whitehorse 2 FINAL.pdf](#)
- [Ackerman wthdrawal.pdf](#)

Public Hearing Published 01/09/2020
Public Hearing 02/06/2020

First Read 04/02/2020
Approved 04/16/2020

ORDINANCE NO. 593

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING 34.5+/- ACRES OF LAND OWNED BY WHITE HORSE LLC WHICH IS COMMONLY KNOWN AS 6533 MCEVER ROAD, IDENTIFIED AS TAX PARCEL IDENTIFICATION NUMBER 08150 002018, AS SHOWN ON EXHIBIT "A", AS LEGALLY DESCRIBED ON EXHIBIT "B", BY REZONING SAID TRACT FROM HALL COUNTY AR III (AGRICULTURAL RESIDENTIAL) TO FLOWERY BRANCH PUD (PLANNED UNIT DEVELOPMENT) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, White Horse LLC. owns all tract or parcel of land being considered for rezoning totaling 34.5+/- acres identified as 6533 McEver Road, Tax Parcel Identification Number 08150 002018, as shown on Exhibit "A", and as legally described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application as submitted by White Horse, LLC and in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, White Horse, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned; and

WHEREAS, a survey and complete legal description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

The subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B” is hereby rezoned from Hall County AR III (Agricultural Residential) to Flowery Branch PUD (Planned Unit Development) , and subject to conditions set forth on Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 1, 2020.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 16^h day of April 2020.

ATTEST

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”

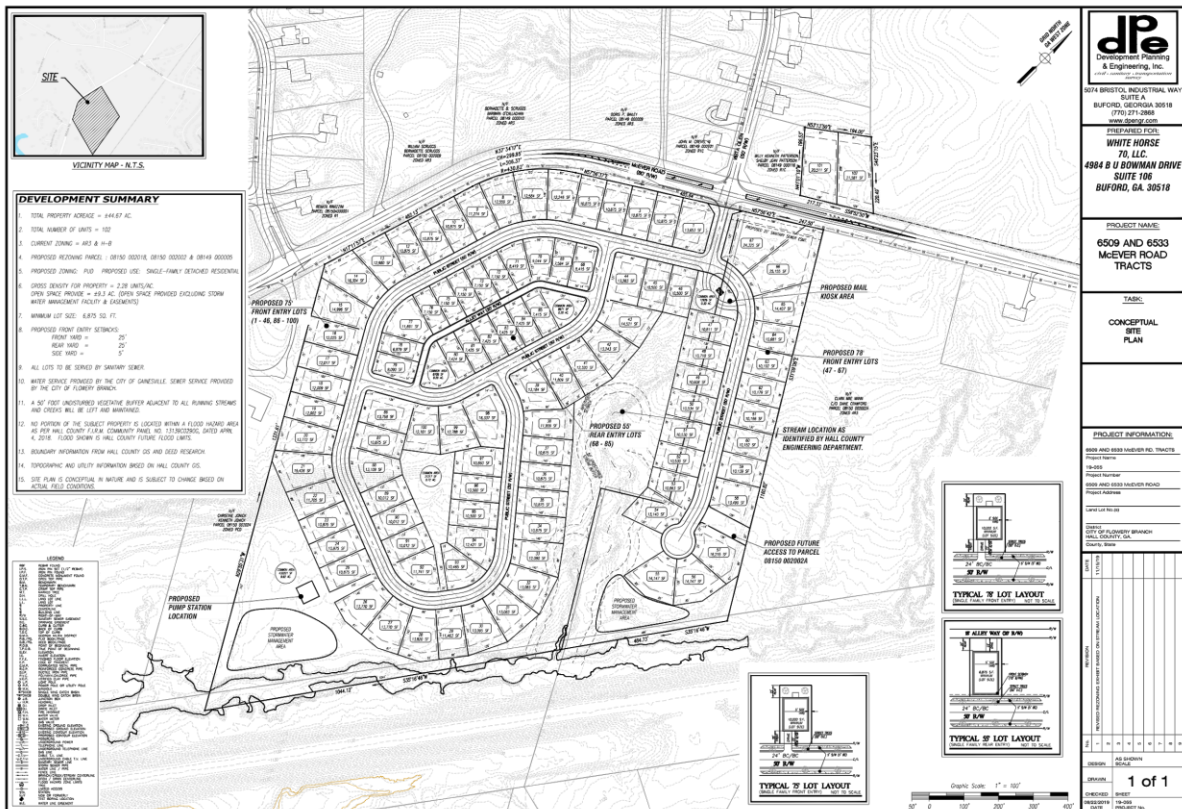


Exhibit "B"

6533 MCEVER ROAD, FLOWERY BRANCH, GA 30542 (Parcel Number: 08150 002018)

Tract One:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of Tracts 1, 2, 3, 4, and 5 of that property shown on a survey for "Lee Waldrip Auction Company," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 82, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tract Two:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being shown to contain 4.971 acres according to a survey for "Lee Waldrip Auction Co.," dated February 4, 1985, prepared by Henry Bailey, Georgia Registered Land Surveyor, recorded in Plat Book 101, page 96, Hall County, Georgia Plat Records, said plat and the record thereof being incorporated herein for a more full and complete description.

Tracts One and Two as described herein being all of that property described in a Corrective Warranty Deed from Lee Waldrip Auction Company to Harvey R. Crenshaw, Lawrence D. Crenshaw, and Robert C. Payne, dated July 11, 1985, recorded in Deed Book 897, page 13, Hall County, Georgia Deed Records.

Tract Three:

All that lot, tract or parcel of land lying, situate and being in Land Lot 150, 8th District, Hall County, Georgia, being all of that property shown on a survey for "Roy A. Scott," prepared by Jimmy Bullock, Georgia Registered Land Surveyor, dated December 1, 1988, being shown to contain 4.00 acres according to said survey and being more fully described as follows:

BEGINNING at an iron stake located on the eastern right of way of Holiday McEver Road, which iron pin is located south 55 degrees 31 minutes west 1367 feet from the nail and cap set centerline of McEver Road and Gaines Ferry Road; thence from said beginning iron pin running south 30 degrees 24 minutes east 871.21 feet to an iron pin; thence running south 69 degrees 11 minutes west 200 feet to an iron pin; thence running north 30 degrees 24 minutes west 871.21 feet to an iron pin located on the eastern right of way of Holiday McEver Road; thence running along said right of way of Holiday McEver road north 59 degrees 17 minutes east 200 feet to the beginning iron pin.

This being the same property described in a Warranty Deed from Roy Scott to Lawrence D. Crenshaw, Harvey R. Crenshaw, and Robert C. Payne dated February 16, 1990, recorded in Deed Book 1441, page 177, Hall County, Georgia Deed Records.

Exhibit “C”

Conditions of Zoning (These conditions apply to the overall development shown on Exhibit “A” and are applicable to the property owned by All Awesome Properties LLC as part of the overall development as identified above.)

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on April 16, 2020 and as attached as Exhibit “A”
- B. Maximum density of 102 single family units for the overall development as shown on Exhibit “A”
- C. All homes shall be a minimum of 2,000 heated square feet
- D. Homes shall generally adhere to the plan book submitted to staff electronically on March 13, 2020 and attached hereto
- E. Lot size and setbacks per approved plan
- F. Landscape plan shall be submitted at time of LDP
- G. Street trees shall be planted with root barriers and must be approved by staff
- H. All roadways and alleys shall be public
- I. All roadways will be turned over to the City through an official resolution approved by City Council and not at the time of final plat
- J. A maintenance bond totaling 20% of all public improvements is required at time of final plat
- K. Sewer shall be provided by the City of Flowery Branch
- L. 5’ sidewalk shall be provided on both sides of the roads throughout the development
- M. Detailed entrance plans shall be submitted and approved by the City
- N. Streetlights must be dedicated to the homeowner’s association in perpetuity at the time of final plat.
- O. Buffer along southern boundary must be enhanced to limit disturbance to the existing business located at 6593 McEver Road and identified as tax parcel identification no. 08150 002024. Plan shall create an evergreen barrier coupled with an opaque fence to shield the development. Said plan must be submitted and approved by City staff prior to the issuance of an LDP.
- P. Sewer pump station location and design shall be reviewed and approved by City staff prior to installation. Applicant agrees to negotiate in good faith with the City to upsize the capacity of this station to serve the surrounding areas. Any such agreement will be memorialized in a development agreement in generally the same form as attached hereto to be approved by both parties prior to the issuance of a land disturbance permit. Additionally, the pump station must have a 6’ black-vinyl coated fence and landscape screening which must be approved by the Director of Planning and Community Development.
- Q. The location of the vehicular/pedestrian roadway connection to the adjoining commercial property located at 6495 McEver Road, tax parcel identification number 08150 002002A, shall be finalized prior to the issuance of an LDP. Additionally, plan showing the road width, size, landscaping, sidewalks, bike lanes, etc. must be approved by the City prior to the issuance of an LDP.
- R. 5’ sidewalk shall be installed on McEver Road and shall run the entire length of the development.

2. Home/Lot Design

- A. Driveways of non-alley fed homes shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the garage
- B. Individual lots shall show landscaping at time of permit and shall have a mixture of shrubs and a minimum of two trees
- C. All lots must be sodded prior to issuance of certificate of occupancy
- D. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
- E. A house location plan (HLP) is required for each home at the time of permitting

3. Major and Minor PUD Changes

- A. Major changes shall be approved by City Council and shall include:
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
- B. Minor shall be approved by the Director of Planning and Community Development and shall include:
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Elevations

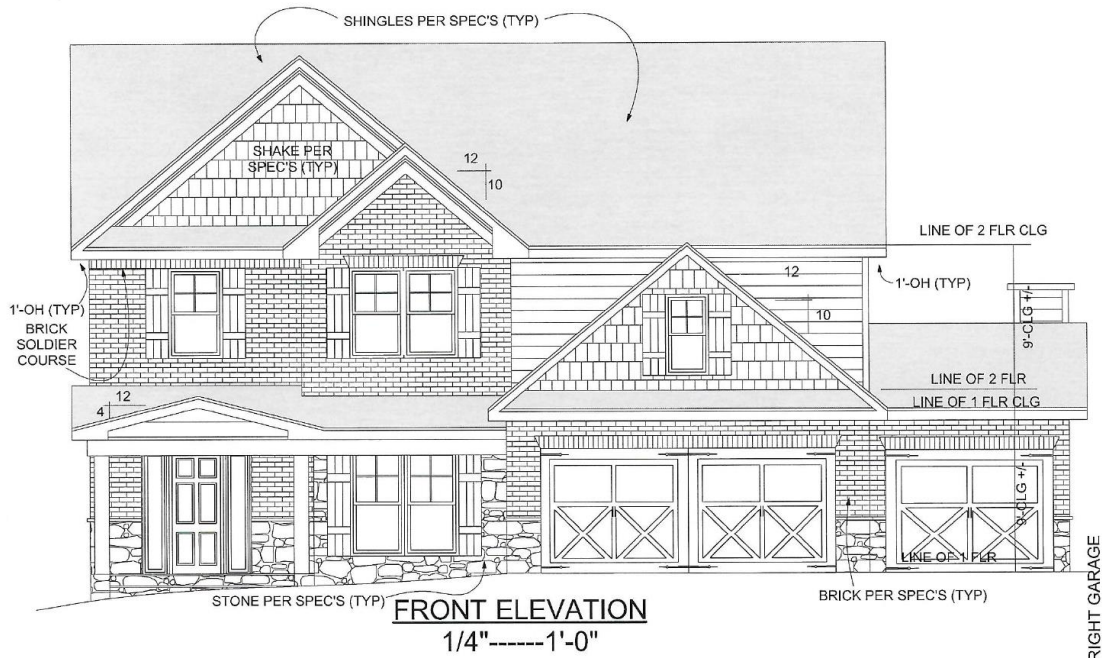


SMITHTOWN



ROCK SPRINGS





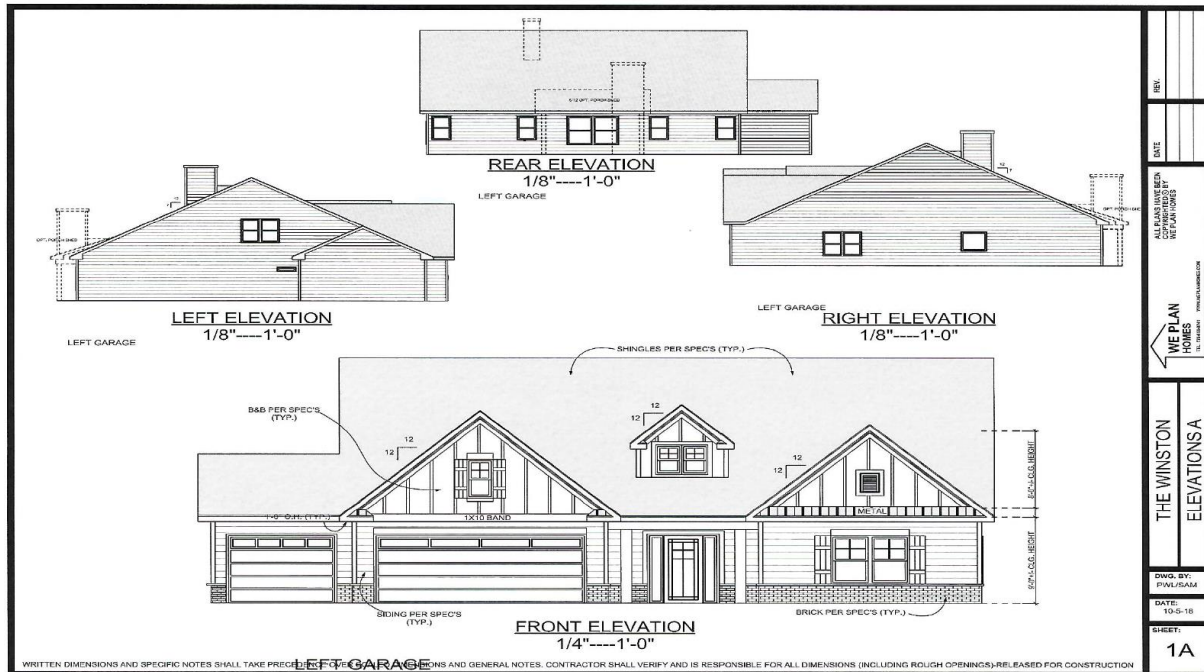
RIGHT GARAGE

REV.	DATE	BY
1	12-2014	WPH
ALL PLANS HAVE BEEN REVIEWED BY WPH		
WE PLAN HOMES, LLC		
10000 W. 100th Ave., Suite 100, Denver, CO 80231		
THE WATERTON II		
ELEVATION 'A'		
DWG. BY:	PWL/SAM	
DATE:	4-14-10	
SHEET:	1	



RIGHT GARAGE

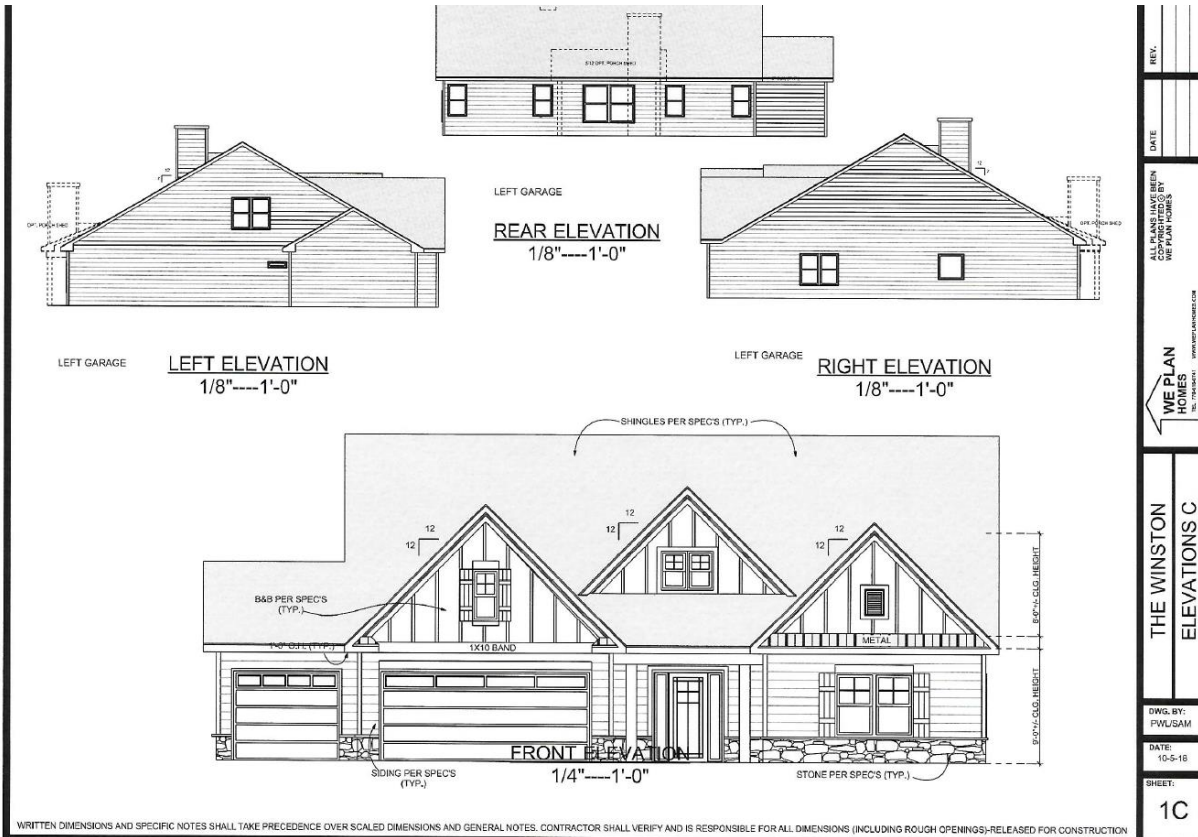
REV.	DATE	BY
1	12-2014	WPH
ALL PLANS HAVE BEEN REVIEWED BY WPH		
WE PLAN HOMES, LLC		
10000 W. 100th Ave., Suite 100, Denver, CO 80231		
THE WATERTON II		
ELEVATION 'B'		
DWG. BY:	PWL/SAM	
DATE:	4-14-10	
SHEET:	1	



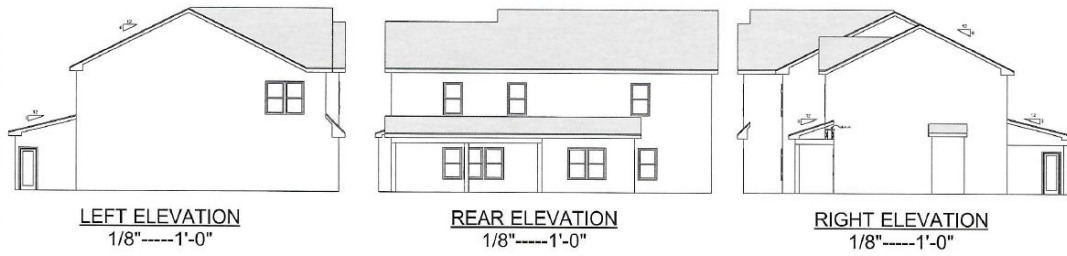
REV.	
DATE	
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WE PLAN HOMES	
THE WINSTON ELEVATIONS A	
DWG. BY: PVL/GAM	
DATE: 10-5-18	
SHEET: 1A	



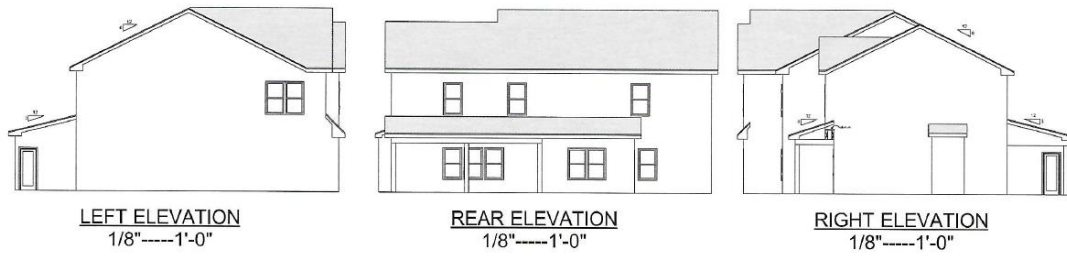
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THE WINSTON ELEVATIONS B	
DWG. BY: PVL/GAM	
DATE: 10-5-18	
SHEET: 1B	



REV.	
DATE	
ALL WORK SHOWN CONFORMS TO WE PLAN HOMES	
WE PLAN HOMES	
THE WINSTON ELEVATIONS C	
DWG. BY: FWL/GAM	
DATE: 10-5-18	
SHEET: 1C	



REV.	
DATE	
ALL PLANS HAVE BEEN REVIEWED BY WE PLAN HOMES	
WE PLAN HOMES 11111 1st Ave. S.W. Burien, OR 97149	
THE LANIER ELEVATIONS	
DWG. BY: PWL/SAM	
DATE: 11-17-17	
SHEET:	



REV.	
DATE	
ALL PLANS HAVE BEEN REVIEWED BY WE PLAN HOMES	
WE PLAN HOMES	
THE LANIER ELEVATIONS	
DWG. BY: PWL/SAM	
DATE: 11-17-17	
SHEET:	

Sample Development Agreement

AGREEMENT BY AND BETWEEN _____ AND THE CITY OF FLOWERY BRANCH, GEORGIA FOR IMPROVEMENT OF THE _____ LIFT STATION

This AGREEMENT is made and entered into this ____ day of _____, 2020, by
and between _____, located at
_____ (“DEVELOPER”) and the City of Flowery
Branch, Georgia, a Georgia municipal corporation, located at 5410 Pine Street, Flowery Branch,
Georgia (“CITY”) for the purpose of improving the CITY’s existing sanitary sewer system by
constructing a new _____ Lift Station with an expanded capacity (“PROJECT”).

WHEREAS, DEVELOPER is the developer of ____ acres of land commonly known as
the _____ Residential Subdivision located on McEver Road within the City
of Flowery Branch, Georgia, consisting of _____ residential units as shown on Exhibit A,
attached hereto and incorporated herein (“DEVELOPMENT”), desires certain commitments from
the CITY, in regard to the PROJECT; and,

WHEREAS, the CITY desires to partner with DEVELOPER in the PROJECT for
construction of the PROJECT to provide sanitary sewer service capacity beyond that required for
said DEVELOPMENT.

NOW THEREFORE, DEVELOPER and CITY agree to the following:

- I. DEVELOPER shall be responsible for the engineering design of the PROJECT
which has been, or will be, accomplished by professional engineers registered in
the State of Georgia and be in compliance with all relevant CITY specifications and
standards. Prior to the beginning of construction, the engineering design of the

PROJECT must be approved in writing by the CITY's engineer. DEVELOPER shall bear the cost of the engineering design of the PROJECT.

- II. DEVELOPER shall be responsible for and shall provide all labor and materials necessary for the construction of the PROJECT, the scope of which is described in Exhibit B attached hereto and incorporated herein.
- III. DEVELOPER shall be responsible to provide resident inspection during construction of the PROJECT and to ensure conformity to the engineering design, compliance with all relevant CITY specifications and standards, and quality of construction. DEVELOPER shall bear the cost of said resident inspection. CITY shall have the right to inspect the PROJECT during construction. DEVELOPER shall not bear the cost of said CITY inspection.
- IV. DEVELOPER shall provide CITY a statement from the PROJECT engineer certifying that the materials and workmanship meet the CITY's specifications and standards. Upon request of CITY, DEVELOPER shall substantiate by material affidavits from suppliers and by applicable test results. DEVELOPER shall provide two copies of "as-builts" drawings of the PROJECT.
- V. DEVELOPER shall provide CITY with copies of all lien releases by material and equipment suppliers.
- VI. The PROJECT shall be complete upon certification in writing by the CITY's engineer and city manager.
- VII. DEVELOPER shall be responsible for maintaining the PROJECT for one year after the CITY certifies the PROJECT complete. DEVELOPER shall transfer all

equipment warranties to the CITY within fourteen (14) days before the expiration of the one-year maintenance period.

VIII. Upon completion of the PROJECT, CITY shall reimburse DEVELOPER no more than ____% of the actual construction cost of the PROJECT or \$_____, whichever is less, in accordance with the following process:

A. DEVELOPER shall make a written request to the CITY for reimbursement and provide all supporting invoices and cancelled checks or other proof of payment related to the actual construction cost of the PROJECT.

B. Within 30 days of receipt of DEVELOPER's written request for reimbursement, CITY shall reimburse DEVELOPER in accordance with this Paragraph VI.

IX. Upon reimbursement by CITY, DEVELOPER shall dedicate all rights, title and interest that DEVELOPER may have in the PROJECT and any real property, including but not limited to easements or rights-of-way, necessary for the purpose of owning, operating and/or maintaining the PROJECT by providing CITY a recordable plat(s) showing all utilities within public easements and/or rights of way to be owned and maintained by the CITY. Should DEVELOPER fail to provide such a plat(s), CITY shall not permit connection of the DEVELOPMENT to the CITY'S sewer system nor issue any certificate of occupancy. CITY shall not accept said dedication until such time that all property offered by DEVELOPER for acceptance by the CITY is free and clear of all encumbrances including but not limited to liens and security interests.

- X. Nothing in this AGREEMENT shall relieve DEVELOPER from paying any required fees for CITY sewer capacity and/or connection to the CITY's sewer system.
- XI. The term of this AGREEMENT shall be from the date first written above up and through one (1) year after completion of the PROJECT.
- XII. All notices under this AGREEMENT shall be in writing and shall be deemed to have been given by delivering in-person, certified mail, or statutory overnight deliver to the following:
- For CITY: Bill Andrew
 City Manager
 City of Flowery Branch
 5410 Pine Street
 Flowery Branch, Georgia 30542
- For DEVELOPER:
- XIII. DEVELOPER shall indemnify and hold harmless CITY for any and all claims arising out of any act or omission related to the design and construction of the PROJECT made by DEVELOPER, or any person for whom DEVELOPER could be liable, prior to CITY's acceptance of ownership of the PROJECT.
- XIV. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this AGREEMENT.

- XV. This AGREEMENT contains the sole and entire agreement of the parties with respect to the PROJECT contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this AGREEMENT shall be in writing and executed by the parties.
- XVI. This AGREEMENT may not be assigned or transferred by either party without the written consent of the other party. The provisions of this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns.
- XVII. Time is of the essence with respect to this AGREEMENT.
- XVIII. This AGREEMENT and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- XIX. If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- XX. This AGREEMENT may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal.

CITY OF FLOWERY BRANCH, GEORGIA

By: _____

By: James M. Miller, Mayor

ATTEST: _____

ATTEST: _____

By: _____

By: Melissa McCain, City Clerk

EXHIBIT A

EXHIBIT B

All Awesome Properties, LLC

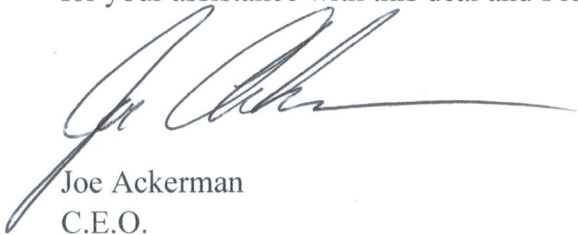
4411 Suwanee Dam Road Phone: 678-765-6955
Suite 415 Fax: 770-234-4142
Suwanee, Georgia 30024 Email: joe@peachstatehomes.net

Rich Atkinson
Director of Planning & Community Development
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

RE: Notice to Withdraw Annexation and Rezoning Application.

Dear Rich:

Please be advised that, pursuant to Appendix C, Article 34, Section 34.17 of The Code of Ordinances, City of Flowery Branch, Georgia, I would like to withdraw my annexation and rezoning application (ORDINANCE NO. 591) effective immediately. Unfortunately, there is too much economic uncertainty in this Country right now and I feel it would be wise to take some additional time to reevaluate every deal we have planned for 2020. For now, I think it is in the best interest of All Awesome Properties to leave this property in the County until this economic storm calms down a little bit. Thank you very much for your assistance with this deal and I look forward to working with you on future deals.



Joe Ackerman
C.E.O.
All Awesome Properties, LLC



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

Hall County also has the same cost structure in a contract with Lamar County Regional Solid Waste Authority.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge, and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually.

The new cost is based on \$100/ton which is broken down by \$75/ton for the landfill cost and \$25/ton for the transportation fee. In January 2020, we had 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [LCRSWA Contract DRAFT 20.04.24.pdf](#)
- [LCRSWA Biosolids Exec Summary 20.05.21.pdf](#)

Jimmy Dean

From: johnny poore <jspoore@gmail.com>
Sent: Thursday, April 23, 2020 4:35 PM
To: Jimmy Dean
Cc: LCRSWA LCRSWA
Subject: Draft sludge disposal contract
Attachments: Flowery Branch Lamar County IGA.docx

Good afternoon Jimmy.

As we discussed attached is the draft contract for sludge disposal at out facility beginning July 1, 2020. Please review and let me know if you see any changes needed. It should be identical in content to the Hall County contract except for dates. If it looks good to you I will send you hard copies for signature.

Thank you.

Johnny Poore
Executive Director
LCRSWA

STATE OF GEORGIA

CITY OF FLOWERY BRANCH

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 1ST day of July, 2020, by and between **FLOWERY BRANCH, GEORGIA**, 5410 Pine Street, Flowery Branch, Georgia 30542 (the “City”), and the **LAMAR COUNTY REGIONAL SOLID WASTE AUTHORITY**, a political subdivision of the State of Georgia (“LCRSWA”).

WITNESSETH:

WHEREAS, the parties desire to enter into an Intergovernmental Agreement whereby the City will deposit sludge into the Cedar Grove Landfill located in Barnesville, Georgia owned by LCRSWA, and LCRSWA will charge the City on a per ton basis for accepting such sludge; and

WHEREAS, the City shall be authorized to deposit not more than 55 tons of sludge per week at the landfill; and

WHEREAS, LCRSWA shall charge the City at an initial rate of \$75 per ton for acceptance of such sludge; and

WHEREAS, the parties desire to provide for adjustment of the per ton rate for acceptance of the sludge on terms that are acceptable to both parties; and

WHEREAS, the parties now desire to enter into this Agreement for the purpose of memorializing the obligations of the City and LCRSWA;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual provisions set forth herein and other good and valuable consideration, said parties hereby agree as follows:

1. Premises Incorporated. The foregoing provisions are incorporated herein and made a part of this Agreement.

2. Term. The initial term of this Agreement shall commence immediately upon execution by the last party hereto and shall terminate on June 30, 2021. This Agreement shall automatically renew for four additional one-year terms unless either party provides thirty-days written notice to the other of termination of this Agreement prior to May 1st of the applicable renewal term.

3. LCRSWA agrees to accept up to 55 tons of sludge from Flowery Branch per week at its Cedar Grove Landfill.

4. During the initial term of this Agreement, the City shall pay LCRSWA \$75 per ton for sludge deposited at the landfill. In the event that either party wishes to modify such price per ton of sludge after the initial term of this Agreement, such party shall provide at least a sixty-day notice to the other of its intent to modify. If the parties do not agree to a modification of the price per ton of sludge by May 1st of such renewal term, this Agreement shall terminate on June 30th of such term.

5. Obligation to Cooperate. Each party agrees to fully cooperate with the other so that each party in turn receives the benefits and advantages clearly intended by this Agreement.

6. General.

(a) Benefits and Burdens; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns, and the successors-in-title.

(b) Amendments. This Agreement may not be modified or amended except in a writing signed by the parties.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single contract, and each of such counterparts shall for all purposes be deemed to be an original. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

FLOWERY BRANCH, GEORGIA

By: _____
Bill Andrew, City Manager

Attest: _____
City Clerk

(SEAL)

APPROVED AS TO FORM

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**THE LAMAR COUNTY REGIONAL SOLID
WASTE AUTHORITY**

By: _____
Executive Director

Attest: _____
Secretary

(SEAL)

928368-1
64797



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

Hall County also has the same cost structure in a contract with Lamar County Regional Solid Waste Authority.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually.

The new cost is based on \$100/ton which is broken down by \$75/ton for the landfill cost and \$25/ton for the transportation fee. In January 2020, we had a 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids Contract with the Lamar County Regional Solid Waste Authority.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [LCRSWA Contract DRAFT 20.04.24.pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Wastewater Biosolids Contract with the Oak Grove Landfill

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The Hall County Landfill is no longer accepting wastewater biosolids (sludge) and so we have had to seek out another provider of this service. Hall County has given the City until July 1, 2020 to secure another provider.

A county-wide task force is being formed to look at a long-term solution to the sludge disposal issue. Hall County, Gainesville, Flowery Branch, and Lula will be working together to explore a long-term and hopefully more cost-effective solution. The main issue is that we all produce wet, pressed sludge, and if we had a drier, we could more easily dispose of the waste. However, a drier is very expensive to purchase and operate.

FACTS AND ISSUES:

In FY 2020, our costs associated with the Hall County Landfill were approximately \$170/load with 3 loads/week, amounting to 156 loads/year or \$26,520 annually. The new cost is based on \$100/ton which is broken down by \$85/ton for the landfill cost and \$15/ton for the transportation fee. In January 2020, we had 125 tons generated. If we look at 125 tons/month, that is 1,500 tons for the year. $1,500 \text{ tons} \times \$100 = \$150,000$. We are going to budget \$180,000 to have a \$30,000 cushion and to account for growth in the sewer use.

OPTIONS:

Staff recommends approval of this contract, as we do not have the option of sending sludge to another landfill at this time. While we see which of these contracts is the cheapest, we will send most of the sludge to that landfill. It will also be a good idea to have a back-up service provider if they will allow us to only send a token amount to their facility.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$180,000 in FY 2021 Sewer Budget

RECOMMENDATION:

Approval

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Wastewater Biosolids contract with Republic Services of Georgia, LP d/b/a Oak Grove Landfill.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Republic Oak Grove Contract 2020.pdf](#)
- [Republic Oak Grove Contract 2020.pdf](#)



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3709205281

Generator Billing Information

Name: City of Flowery Branch
Address: PO Box 757
5572 Atlanta Hwy
City: Flowery Branch
State: GA Zip: 30542
Phone: 770-967-2151 Fax: _____
Contact: Jimmy Dean (jimmydfb@flowerybranchga.org)

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Oak Grove Landfill
967 Carl Bethlehem Rd.
Winder, Ga. 30680
770-867-2499

Project: Filter Cake Sludge – Pressed **County and State**
of Origin: Hall – GA
Additional Information: 5572 Atlanta Highway, Flowery Branch, GA – Approved Volume: 1000 Annual tons – Profile
Expiration: 3/10/2023

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. **(A) Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
			+ Applicable Fees: Current Rates: \$3.25 per ton GA State and Host / \$18.00 per load Environmental and 7% Fuel Fee	
<u>Filter Cake Sludge</u>	<u>Landfill</u>	<u>\$85.00 per ton</u>		<u>N/A</u>

Additional Information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

(B) Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
- 2) _____

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 6/1/2020 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to serve its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009



INITIAL HERE



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3709205281

Generator Billing Information

Name: City of Flowery Branch
Address: PO Box 757
5572 Atlanta Hwy
City: Flowery Branch
State: GA Zip: 30542
Phone: 770-967-2151 Fax: _____
Contact: Jimmy Dean (jimmydfb@flowerybranchga.org)

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Oak Grove Landfill
967 Carl Bethlehem Rd.
Winder, Ga. 30680
770-867-2499

Project: Filter Cake Sludge – Pressed **County and State**
of Origin: Hall – GA
Additional Information: 5572 Atlanta Highway, Flowery Branch, GA – Approved Volume: 1000 Annual tons – Profile
Expiration: 3/10/2023

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. **(A) Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
+ Applicable Fees: Current Rates: \$3.25 per ton GA State and Host / \$18.00 per load Environmental and 7% Fuel Fee				
<u>Filter Cake Sludge</u>	<u>Landfill</u>	<u>\$85.00 per ton</u>	<u>7% Fuel Fee</u>	<u>N/A</u>

Additional Information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
- 2) _____

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 6/1/2020 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
- (A) A petition for reorganization or bankruptcy filed by or against the Generator.
- (B) Failure by Generator to pay any amounts due to Company.
- (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to serve its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009



INITIAL HERE



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Debbie Lane Water Line Upgrade Construction Bid Award & Authority for the Mayor to Sign Contract

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

N/A

FACTS AND ISSUES:

This project consists of the construction of a new 6-inch water line to replace an existing 2-inch water line on Debbie Lane and extending the existing 2-inch water lines on Larimar Court. The project will include installation of service connections, valves, and DIP fittings as shown on the drawing plans.

See bid tabulation sheet attached.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

Water Sewer Capital Projects Fund

RECOMMENDATION:

Approve recommendation of award to the lowest bidder, The Dickerson Group, for a total of \$132,090 and authority for the Mayor to sign the contract.

SAMPLE MOTION:

I make a motion to approve the recommendation of award to the lowest bidder, The Dickerson Group, for a total of \$132,090 for the Debbie Lane Water Line Project and authority for the Mayor to sign the contract.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Debbie Lane Certified Bid Tab.pdf](#)
- [Ltr of Recommendation for Debbie Lane.pdf](#)

Certified Bid Tabulation

Owner: City of Flowery Branch, Georgia														Engineer: C. Keith Hendrix, PE			
Project Name: Debbie Lane Water Line Replacement														Infratec Consultants, Inc.			
Bid Date & Time: 11:00 A.M. Local Time on Friday, April 24, 2020																	
Contractor				Dickerson Group		Summit Construction and Development		G.S. Construction, Inc.		Anderson Grading & Pipeline		Griffin Brothers		Site Engineering, Inc.		Strickland & Sons Pipeline, Inc.	
NO.	UNIT PRICE ITEM	QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" DIP Water Main	740	Ft.	\$ 42.00	\$ 31,080.00	\$ 44.00	\$ 32,560.00	\$ 75.00	\$ 55,500.00	\$ 72.00	\$ 53,280.00	\$ 57.74	\$ 42,727.60	\$ 90.00	\$ 66,600.00	\$ 103.00	\$ 76,220.00
2	2" PVC Water Main	200	Ft.	\$ 20.00	\$ 4,000.00	\$ 25.00	\$ 5,000.00	\$ 55.00	\$ 11,000.00	\$ 33.00	\$ 6,600.00	\$ 31.44	\$ 6,288.00	\$ 45.00	\$ 9,000.00	\$ 63.00	\$ 12,600.00
3	Cut and Cap Existing 2" Water Main	1	Ft.	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 305.00	\$ 305.00	\$ 705.00	\$ 705.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
4	6" 45 Degree Bend, MJ, Including M.L.'s	4	Ea.	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00	\$ 130.00	\$ 520.00	\$ 380.00	\$ 1,520.00	\$ 790.49	\$ 3,161.96	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00
5	6"x6" Tapping Saddle & 6" Gate Valve	1	Ea.	\$ 5,250.00	\$ 5,250.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,530.00	\$ 4,530.00	\$ 6,670.77	\$ 6,670.77	\$ 5,000.00	\$ 5,000.00	\$ 19,000.00	\$ 19,000.00
6	6"x2" Tapping Saddle, Valve & 2" Gate Valve	1	Ea.	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,850.00	\$ 1,850.00	\$ 2,130.11	\$ 2,130.11	\$ 2,000.00	\$ 2,000.00	\$ 4,790.00	\$ 4,790.00
7	2"x2" Tee, and Three 2" Gate Valves	1	Ea.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,110.00	\$ 2,110.00	\$ 3,043.02	\$ 3,043.02	\$ 3,000.00	\$ 3,000.00	\$ 2,484.00	\$ 2,484.00
8	8"x6" Locking Hydrant Tee, 6" G.V., F.H., 6" DIP	1	Ea.	\$ 4,150.00	\$ 4,150.00	\$ 4,800.00	\$ 4,800.00	\$ 4,500.00	\$ 4,500.00	\$ 4,600.00	\$ 4,600.00	\$ 3,410.30	\$ 3,410.30	\$ 5,000.00	\$ 5,000.00	\$ 4,755.00	\$ 4,755.00
9	6" Restrained Joints, Excluding Valves, and Fittings	15	Ea.	\$ 110.00	\$ 1,650.00	\$ 375.00	\$ 5,625.00	\$ 69.00	\$ 1,035.00	\$ 160.00	\$ 2,400.00	\$ 100.01	\$ 1,500.15	\$ 200.00	\$ 3,000.00	\$ 150.00	\$ 2,250.00
10	Connect to 2" PVC Water Line Including PVC Fittings	3	Ea.	\$ 1,500.00	\$ 4,500.00	\$ 375.00	\$ 1,125.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 1,200.00	\$ 2,826.97	\$ 8,480.91	\$ 1,000.00	\$ 3,000.00	\$ 1,480.00	\$ 4,440.00
11	Plug Existing 2" Water Line Including PVC Fittings	2	Ea.	\$ 750.00	\$ 1,500.00	\$ 150.00	\$ 300.00	\$ 750.00	\$ 1,500.00	\$ 305.00	\$ 610.00	\$ 501.18	\$ 1,002.36	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00
12	Including 6" Gate Valve, and MJ Fittings	1	Ea.	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 4,024.88	\$ 4,024.88	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
13	Service Tapping Saddle, Valve, & Re-connection to Existing Water Service , All Sizes	9	Ea.	\$ 505.00	\$ 4,545.00	\$ 350.00	\$ 3,150.00	\$ 650.00	\$ 5,850.00	\$ 790.00	\$ 7,110.00	\$ 1,391.21	\$ 12,520.89	\$ 1,000.00	\$ 9,000.00	\$ 1,300.00	\$ 11,700.00
14	Service Tapping Saddle, Valve, Corporation, & Meter Box to Future Water Service	7	Ea.	\$ 525.00	\$ 3,675.00	\$ 350.00	\$ 2,450.00	\$ 650.00	\$ 4,550.00	\$ 860.00	\$ 6,020.00	\$ 1,168.75	\$ 8,181.25	\$ 1,200.00	\$ 8,400.00	\$ 1,300.00	\$ 9,100.00
15	5/8" Copper Short Side, Service Water Line	250	L.F.	\$ 13.50	\$ 3,375.00	\$ 27.00	\$ 6,750.00	\$ 15.00	\$ 3,750.00	\$ 11.00	\$ 2,750.00	\$ 23.44	\$ 5,860.00	\$ 40.00	\$ 10,000.00	\$ 20.00	\$ 5,000.00
16	5/8" Copper Long Side, Service Water Line	100	L.F.	\$ 25.00	\$ 2,500.00	\$ 27.00	\$ 2,700.00	\$ 15.00	\$ 1,500.00	\$ 16.00	\$ 1,600.00	\$ 28.44	\$ 2,844.00	\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00
17	Asphat Road Replaement Including saw cut existing, backfill, 8" GAB, and Asphalt	740	L.F.	\$ 15.25	\$ 11,285.00	\$ 38.00	\$ 28,120.00	\$ 45.00	\$ 33,300.00	\$ 60.00	\$ 44,400.00	\$ 55.00	\$ 40,700.00	\$ 80.00	\$ 59,200.00	\$ 112.00	\$ 82,880.00
18	6" DIP to 2" PVC Assemble	1	Ea.	\$ 1,750.00	\$ 1,750.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,060.00	\$ 1,060.00	\$ 851.08	\$ 851.08	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
19	Final Grassing, Excluding Sod	3,000	Sq.Ft.	\$ 0.50	\$ 1,500.00	\$ 0.15	\$ 450.00	\$ 0.50	\$ 1,500.00	\$ 0.20	\$ 600.00	\$ 1.25	\$ 3,750.00	\$ 1.00	\$ 3,000.00	\$ 3.50	\$ 10,500.00
20	Sod Grass, All Types	500	Sq.Ft.	\$ 2.85	\$ 1,425.00	\$ 1.00	\$ 500.00	\$ 10.00	\$ 5,000.00	\$ 2.40	\$ 1,200.00	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00
21	Existing Storm Drain Pipes, Remove and Replace, All Sizes	60	L.F.	\$ 55.50	\$ 3,330.00	\$ 38.00	\$ 2,280.00	\$ 55.00	\$ 3,300.00	\$ 30.00	\$ 1,800.00	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00
22	Existing Gravel Driveway Replacements, #57 Stone	60	Tons	\$ 40.00	\$ 2,400.00	\$ 36.00	\$ 2,160.00	\$ 25.00	\$ 1,500.00	\$ 44.00	\$ 2,640.00	\$ 43.56	\$ 2,613.60	\$ 40.00	\$ 2,400.00	\$ 38.00	\$ 2,280.00
23	Concrete Blocking	3	C.Yds.	\$ 225.00	\$ 675.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 200.00	\$ 600.00
24	Pressure Testing and Sterilizing Water Lines	1	L.S.	\$ 2,150.00	\$ 2,150.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,050.00	\$ 1,050.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
25	Silt Fence, Type C	1,200	L.F.	\$ 3.50	\$ 4,200.00	\$ 2.75	\$ 3,300.00	\$ 2.00	\$ 2,400.00	\$ 3.60	\$ 4,320.00	\$ 3.50	\$ 4,200.00	\$ 4.00	\$ 4,800.00	\$ 4.00	\$ 4,800.00
26	Rip Rap, Type C	100	Tons	\$ 55.00	\$ 5,500.00	\$ 42.00	\$ 4,200.00	\$ 80.00	\$ 8,000.00	\$ 58.00	\$ 5,800.00	\$ 33.96	\$ 3,396.00	\$ 80.00	\$ 8,000.00	\$ 55.00	\$ 5,500.00
27	Hay Bales, Including Stakes	50	Ea.	\$ 15.00	\$ 750.00	\$ 115.00	\$ 5,750.00	\$ 1.00	\$ 50.00	\$ 18.00	\$ 900.00	\$ 6.00	\$ 300.00	\$ 10.00	\$ 500.00	\$ 25.00	\$ 1,250.00
28	Rock Excavation	50	C.Yds.	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
29	#57 Stabilizer Stone	500	Tons	\$ 40.00	\$ 20,000.00	\$ 36.00	\$ 18,000.00	\$ 18.00	\$ 9,000.00	\$ 43.00	\$ 21,500.00	\$ 33.56	\$ 16,780.00	\$ 45.00	\$ 22,500.00	\$ 20.00	\$ 10,000.00
TOTALS:				\$ 132,090.00		\$ 145,370.00		\$ 184,855.00		\$ 188,355.00		\$ 192,541.88		\$ 249,300.00		\$ 295,249.00	

INFRATEC CONSULTANTS

310 Saddle Hill Court, Roswell, GA 30075
770.596.1984 |

April 26, 2020

Mr. Bill Andrew, City Manager
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, Georgia 30542

Re: Debbie Lane Water Line Replacement Project

Dear Mr. Andrew:

We have reviewed and tabulated the bids received on the above referenced project and find The Dickerson Group, Inc. of Lawrenceville, Georgia to be the low bidder in the amount of \$132,090.00. We are enclosing copies of our bid tabulation sheet for your use.

It is the recommendation of Infratec Consultants, Inc. that the City award the project to The Dickerson Group, Inc.

Upon your concurrence, we will forward the contract documents to the contractor for execution. If you have any questions, please contact us.

Sincerely,
Infratec Consultants, Inc.

C. Keith Hendrix

C. Keith Hendrix, P.E.
404-861-6956

Enclosure

Cc: The Dickerson Group



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Resolution 20-014 a request for road abandonment by NNP-Looper Lake, LLC.

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

FACTS AND ISSUES:

Request is to abandon a portion of Cherokee Rose Way to create a cul-de-sac. This stops Cherokee Rose Way from being a cut through from Pod Z through the Knutson tract. The Knutson tract is served by Scarlet Oak Way and Blackbird Court. The portion to be abandoned is shown in the Resolution as Exhibit "A" and as a separate attachment below in Granicus. The new Cherokee Rose Way cul-de-sac will be accepted by the City via resolution when the street in its entirety is submitted for City take over by NNP-Looper Lake, LLC.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

Approve as submitted.

SAMPLE MOTION:

I make a motion to approve Resolution #20-014 as submitted.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Resolution 20-014 SOTL.docx](#)
- [Exhibit A.pdf](#)

- [IMG_3172.jpg](#)

RESOLUTION 20-014

A RESOLUTION TO ABANDON A PORTION OF CHEROKEE ROSE WAY LOCATED IN THE STERLING ON THE LAKE SUBDIVISION

WHEREAS, Cherokee Rose Way located in the Sterling on the Lake subdivision ("Streets") is to become a public road and part of the street system of the City of Flowery Branch ("City") upon acceptance by the City;

WHEREAS, all owners of land that abuts on said portion of Street to be abandoned have consented in writing via a signed petition to said abandonment and have assigned any rights they may have in said portion of Street to NNP-Looper Lake, LLC.;

WHEREAS, said portion of the street to be abandoned is shown shaded on Exhibit "A";

WHEREAS, the City has the authority to abandon said portion of Street pursuant to O.C.G.A. § 32-7-1;

WHEREAS, the City has complied with the notice requirements of O.C.G.A. § 32-7-2(c) as well as all other requirements for the abandonment of the portion of said Street;

WHEREAS, after due consideration, the City Council has determined that the portion of said Street to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it and has further determined that it is in the best interest of all concerned as well as in the interest of the public and the City to abandon said portion of the Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Flowery Branch as follows:

(1) That a portion of the street system of the City of Flowery Branch known as Cherokee Rose Way, shown shaded on Exhibit "A," which is attached hereto and incorporated by reference as if fully set forth herein, are hereby abandoned.

(2) That the City Manager or his/her designee, and is hereby authorized and directed to execute any necessary quitclaim deed(s) of said abandoned Streets.

SO RESOLVED this 21st day of May, 2020.

Michael Miller, Mayor

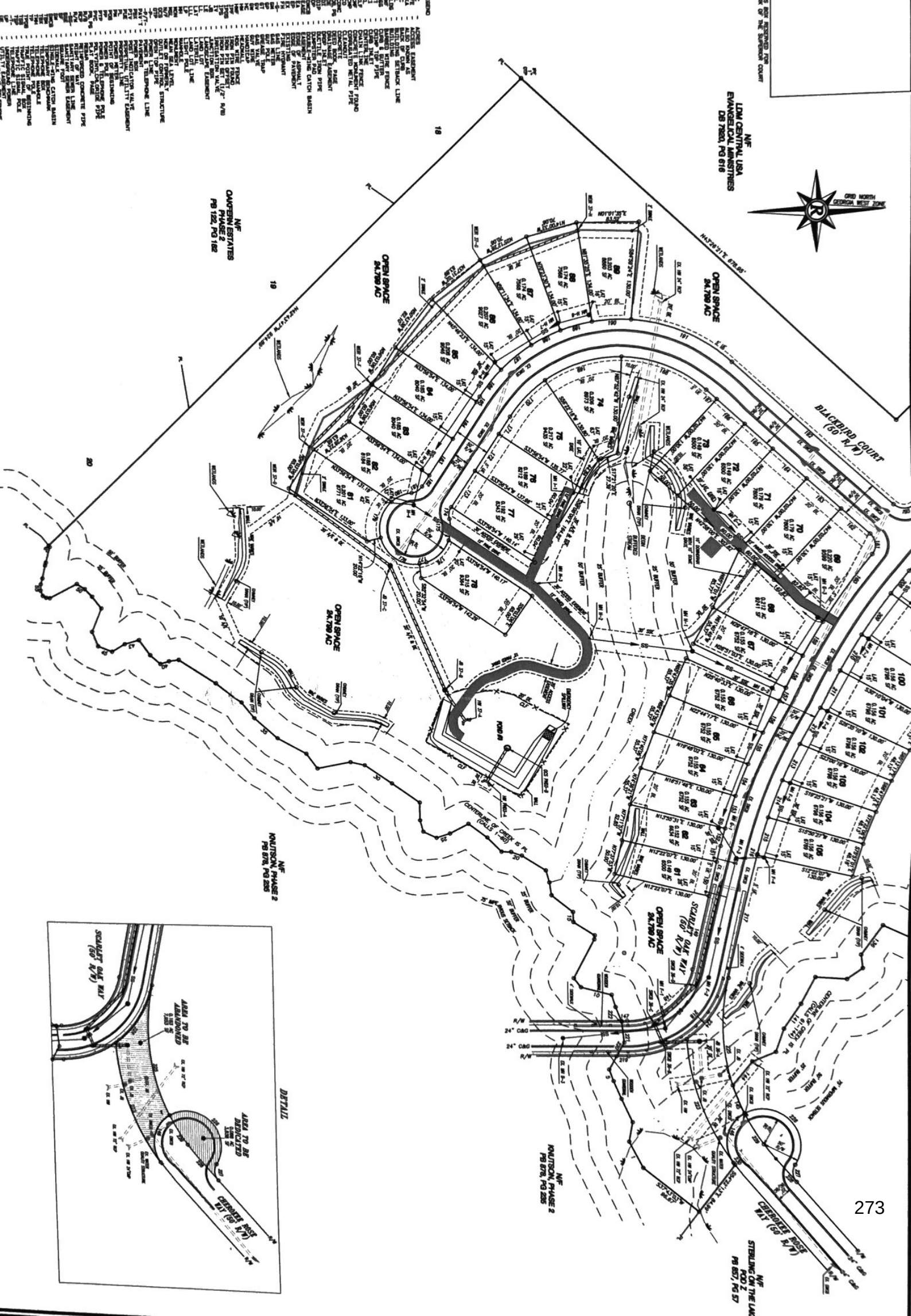
Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney



NF
LDM CENTRAL USA
EVANGELICAL MINISTRIES
DB 7801, PG 676



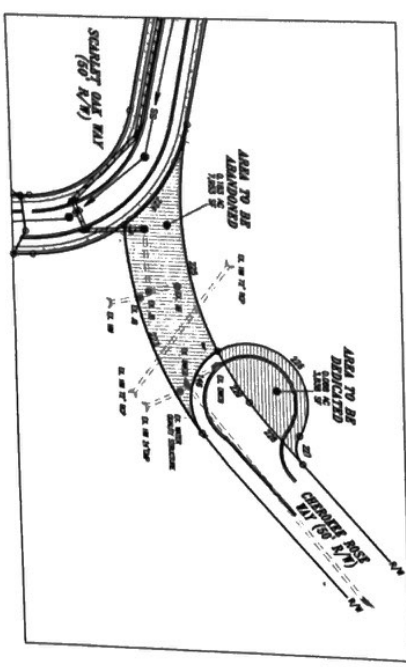
NF
OAKTOWN ESTATES
PHASE 2
PB 122, PG 182

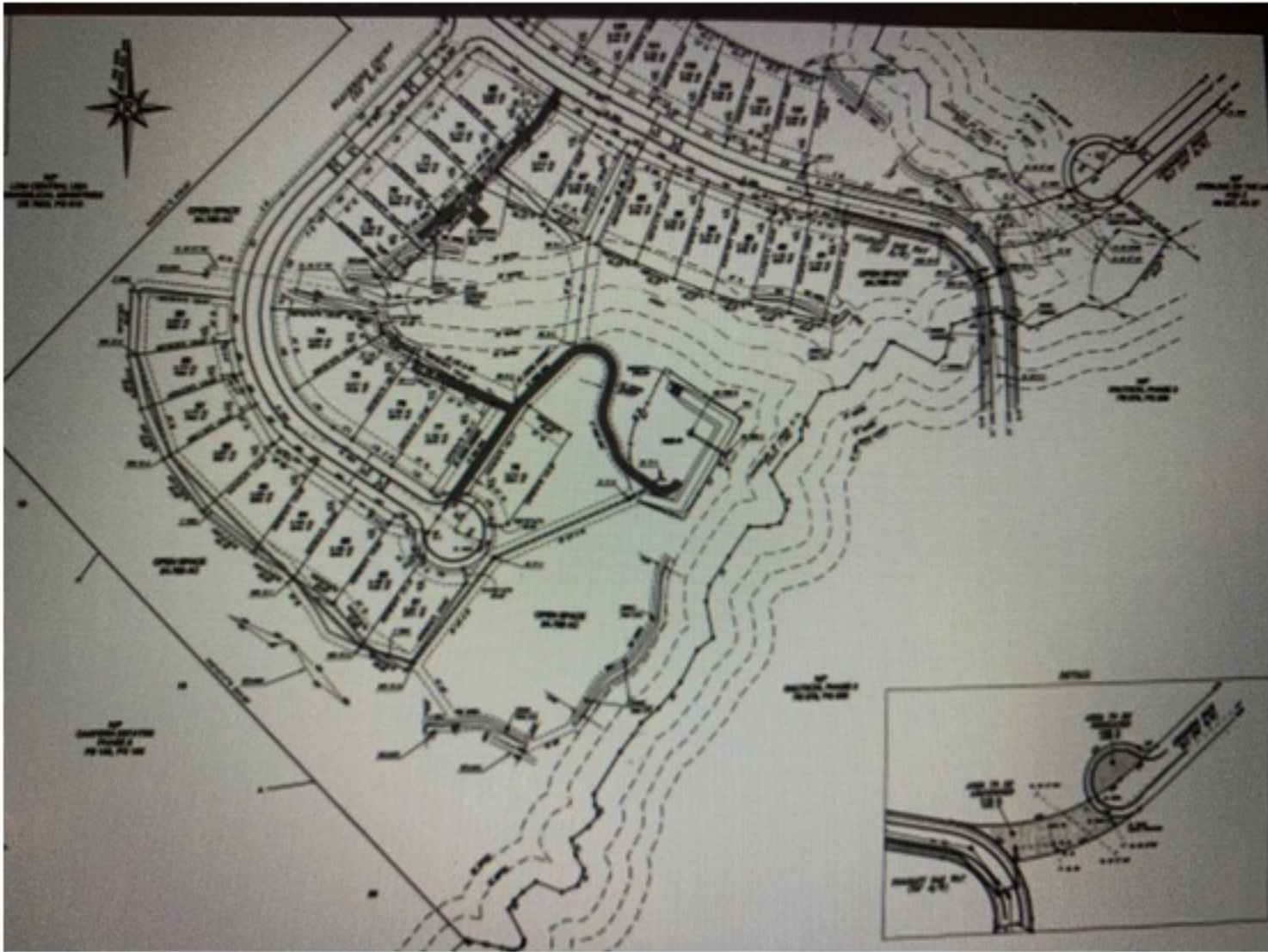
NF
HOUTSON PHASE 2
PB 678, PG 285

NF
HOUTSON PHASE 2
PB 678, PG 285

NF
STERLING ON THE LAKE
POD 2
PB 657, PG 57

DETAIL







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Service contract proposal for Pall Aria Micro-Filtration System

COUNCIL MEETING DATE: May 21, 2020

HISTORY:

The existing contract is set to expire.

FACTS AND ISSUES:

- The contract will be effective for 12 consecutive months after date of signing
- The contract will include system inspection services, Clean in Place (CIP) services, technical phone support, and travel expenses.
- Current contract expired in March 2020 for phone support and the last inspection was performed in August 2019.
- History of contract pricing is as follows:
- September 2015 – 10/5 Phone Service, Annual Inspection, CIP = \$11, 944.21
- November 2016 – 10/5 Phone Service, Annual Inspection, CIP = \$12,704.54
- March 2019 – 10/5 Phone Service, Annual Inspection, CIP = \$14,863.80

Pall Corporation is the sole source vendor for this system. Therefore, request for proposals for this service is not required by City policy.

OPTIONS:

Approve the proposal as presented.

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

No

AMOUNT AND SOURCE OF FUNDS:

future budget year (FY2021)

RECOMMENDATION:

To approve for the Mayor to sign the Annual Service Contract with Pall Corporation Contract #33102018-77466DSP.

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Annual Service Contract with Pall Corporation Contract Proposal #OPP 1397313R4 as presented.

COLLABORATING DEPARTMENT:

Water/Wastewater

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Pall Service Contract 4-17-2020.pdf](#)
- [City of Flowery Branch Service Contract Proposal 2020 R4.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Service contract proposal for Pall Aria Micro-Filtration System

DATE 4/17/2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$17,631 (all travel included)

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: 5/21/2020

PURPOSE: Annual cleaning/maintenance of filter system at Waste Water Treatment Plant.

HISTORY: The existing contract is set to expire.

FACTS AND ISSUES:

- The contract will be effective for 12 consecutive months after date of signing
- The contract will include system inspection services, Clean in Place(CIP) services, technical phone support, and travel expenses.
- Current contract expired in March 2020 for phone support and the last inspection was performed in August 2019.
- History of contract pricing is as follows:
 - March 2019 – March 2020 \$11,563.80 + travel expenses
 - Actual total spent = \$14,863.80 (\$3,300 for travel)

Pall Corporation is the sole source vendor for this system. Therefore, request for proposals for this service is not required by City policy.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the Annual Service Contract with Pall Corporation Contract Proposal #OPP 1397313R3.

DEPARTMENT:

Administration

Prepared by **Alisha Gamble**

Pall Water
Pall Technology Services

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526
Email: pall_technology_csc@pall.com
Pall Proposal No.: **OPP 1397313R4**
Date: May 4, 2020

Service Contract Proposal
For
Pall Aria Microfiltration System
With
City of Flowery Branch

Equipment No: Large Water System	Module Warranty Expires: 5/16/28
PALL SAP: 347	Company Contact: Jimmy Dean
WBS No.: 01.00042	E-Mail: jimmydfb@flowerybranchga.org
Start Up Date:	Phone:
Equipment Warranty Expires: 11/11/05	Site Location: Flowery Branch, GA

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Page	
1	Cover Page; Instructions and table of contents
2	Customer Authorization for Service; Site and Billing addresses
3	Proposal Summary and pricing quotation
4	Definition of Contract Terms
6	Essential Service Event Details
8	Terms and Conditions

Instructions

To make purchase, please complete **customer authorization for service form** on page 2 and remit to:

Pall Water
Pall Technology Services
P.O. Box 5630, 839 State Route 13
Cortland, New York 13045-5630
Tel: 866-475-0115 / Fax: 607-758-4526
Email: Pall_Technology_csc@pall.com
Attn: Customer Service



**Pall Water
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

Customer Authorization for Service

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: THE CITY OF FLOWERY BRANCH, GEORGIA

JAMES M. MILLER

Print Name

MAYOR

Title/Position

5/21/2020

Date

Purchase Order No. or Reference for Billing: _____

Circle Service Visit Frequency: Annual Semi-Annual Quarterly Single Other

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: _____

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: P.O. BOX 757
FLOWERY BRANCH, GA 30542

Customer Comments: _____

Pall Water

Pall Technology Services

839 NYS Route 13

Cortland, NY 13045

Phone: 607-758-1691

Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

PROPOSAL SUMMARY

The frequency of the proposed service is **Annual** visit. If you require service frequency of Semi-Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

PASS MM #	DESCRIPTION OF SERVICE	Price per Visit / Event	TOTAL Contract Value
38588	SYSTEM INSPECTION SERVICE • travel time charge portal to portal is included	\$6,426.00	\$6,426.00
25678	CIP SERVICE • CIP Services performed in conjunction with the scheduled System Inspection service visit.	\$7,140.00	\$7,140.00
66207	24/7 TECHNICAL PHONE SUPPORT • access to the Emergency Hotline from 7am- 5pm	Fee is per year	\$3,085.50
TOTAL ANNUAL SERVICE CONTRACT All Travel Expenses included		\$16,651.50	\$16,651.50

Effective Date and Duration

This Agreement will be effective as of the date agreement is signed by a designated approver of **City of Flowery Branch**, and will remain in effect for 12 consecutive months, or until 30 days after receipt of notice of termination by either party.

Definition of Contract Terms

Pall - Pall Corporation or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract

The role of the Pall Service Representative is to compliment the sites existing technical / maintenance staff by providing expertise specific to Pall supplied technology. The Pall Representative will direct site maintenance staff in the proper execution of maintenance procedures. The Customer maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

Scope of Contract Services

- System Inspection Service
- CIP (Clean in Place)
- 24/7 Technical Service Support

**Pall Water
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

System Inspection Service

Upon arrival, the Pall Service Engineer will meet with designated plant personnel to review the planned scope of work for the inspection, and obtain agreement prior to proceeding. Should the Customers expectations be outside of the scope of work, the inspection will not proceed until Pall and the Customer agree to the scope of service. If necessary, scope change can be quoted and accepted onsite, prior to performing the planned service.

A Pall Systems Engineer will perform a scheduled comprehensive Inspection Service of the Pall Aria Microfiltration System. During the visit, the Pall Systems Engineer will perform an inspection of all hardware and operating parameters to determine system operational status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the Field Engineer during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to PASS Customer Service. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO.

Upon completion of the service, the Pall Service Engineer will meet with designated plant personnel to review the findings of the inspection, and discuss any problems, corrective actions or recommendations.

CIP (Clean in Place)

Pall Systems require periodic cleaning; the cleaning frequency will vary. CIP neglect will cause long-term flux deterioration, which can be difficult to restore. If not performed on a regular basis, CIP Protocols may become unfamiliar, ominous and critical. Special CIP Protocols can be quoted, for systems that experience reduced flux.

CIP will be performed by the Pall Systems Engineer during the annual service contract visit.

Module warranty is dependent on proper system operation and maintenance, including CIP. Pall highly recommends at least quarterly CIP events, with Pall present to evaluate one annual CIP event to make sure that appropriate CIP protocol is being used, to identify and resolve any potential issues, and to help keep the module warranty in good standing. CIP service can be either full service or flux verification. Flux verification is a service to verify CIP process functionality only whereas with full service CIP, our engineer will perform the CIP process on the entire Pall system under contract.

24/7 Technical Phone Support Service -

When taking advantage of the Annual 10/5 Technical Phone Support option with the Annual Service Contract, our Customer is provided access to Palls' Service Hotline, with Pall System Engineers on full-time rotation to provide availability to live technical support. Your call is given priority over non-contracted Customers. In addition to technical support via email and fax, technical response to calls is provided within 4-hours of receipt.

Under contract, a flat annual fee is charged, and the hourly charge for access to Technical Support is waived during regular business hours of 7:00 am to 5:00 pm EST, excluding weekend and holidays. If after-hours technical support is utilized, you are charged hourly at the Pall's overtime service rate, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, our Customer can request a Pall Service Representative to visit the site location, which can be scheduled and provided at contract service rates.

Where possible, Pall will use remote modem access to troubleshoot and resolve problems.

Pall Water

Pall Technology Services

839 NYS Route 13

Cortland, NY 13045

Phone: 607-758-1691

Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

Essential Service Event Details

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers service time only. All materials purchased by Pall for use on your system will be quoted, and a separate purchase order is to be placed for those items as needed.

Scheduling: When possible, Pall will make every effort to accommodate our Customers schedule for services, once they have been defined and communicated. Field service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Service resources.

Validity: This proposal is valid for 30 days.

Terms of Sale: Pall Western Hemisphere Terms and Conditions of Sale of Services apply.

Terms of Service:

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours including travel time.

Service Order acceptance and payment terms: Pall Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: Pall shall not implement any changes in the scope of services described in Pall's proposal unless Customer and Pall agree in writing to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Agreement is required in advance of PASS providing the services defined in this proposal.

Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via:

- toll free number at 866-475-0115,
- or by email to pall_technology_csc@pall.com.

Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support.



Pall Water
Pall Technology Services

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **OPP 1397313R4**

Date: May 4, 2020

If your system is out of warranty or does not have an 24/7 Technical Phone Support contract, there may be a charge when technical service is to be provided to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a Pall's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum charge of \$250. If the problem cannot be resolved over the telephone, the Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Telephone support will be billed per call log at a flat fee of \$250.00 covering up to the first half hour and \$170.00/hour (in half hour increments) beyond that during normal working hours. You will only be billed the half hour fee once per call log number. Subsequent calls for the same call log will be billed at \$170.00/hr. We can also offer you a service contract where you will have access to our technical service team during normal business hours.

Protect your system with technical support from Pall Technology Services Team. We want you to receive the best possible return on your Pall System investment. As equipment operates, wears and ages, Pall can provide expert technical support to fulfill your ever-changing parts, service, and process needs. We look forward to providing continuous service on your Pall system. Please feel free to contact us at your convenience with any questions or comments.

Sincerely,

Alexander Braman
Inside Sales Representative
Phone: 720-202-6536
E-mail: Alexander_Braman@Pall.com

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Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Services:**
 - 2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
 - 2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
 - 2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.
3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
5. **Payment:**
 - 5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the of date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
 - 5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
 - 5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
 - 5.4 All sales are subject to the approval of Seller's credit department.
 - 5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.
6. **Warranty, Limitation of Liability and Remedies:**
 - 6.1 SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
 - 6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the Services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.
 - 6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller Seller's then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a

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copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.

- 6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.
- 6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.
7. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller's property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
9. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller's Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller's Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.
10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.
11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.
15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.
16. **Jurisdiction:** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.