



**City of Flowery Branch
City Council Meeting
Thursday, June 04, 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: - June 4, 2020 Council Meeting
Thu, Jun 4, 2020 5:30 PM - 8:30 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/440883133>

You can also dial in using your phone.
United States: +1 (872) 240-3412

Access Code: 440-883-133

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UNFINISHED BUSINESS - WORK SESSION:

- 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](#)
- 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
[Exec Summary for Tree City USA.pdf](#)
[CPL FB Tree Cty USA Program Proposal 20.04.20.pdf](#)
[Georgia Only Tree City USA Info.pdf](#)
[Tree Cities in Georgia.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](#)
[UPDATED Architecture Elevation - 2020-06-01 \(003\).pdf](#)

NEW BUSINESS -WORK SESSION:

- GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal

for FY2021, including Resolution 20-013

[TRM Agreement for Flowery Branch including Resolution 20-013.pdf](#)

[GMA Franchise Fee Recovery .pdf](#)

[Exec. Summary TRM Program.pdf](#)

- Consider Resolution 20-017 for 5512 Main Street Roof Repairs
[Executive Summary - Resolution 20-017 5512-5514 Main Street Roofing Repairs.pdf](#)
[Resolution 20-017 5512-5514 Main Street Roof Repairs.pdf](#)
[FB Roof Replacement Contract.pdf](#)
- Consider Resolution 20-016 for Depot and Caboose Repairs
[Executive Summary - Resolution 20-016 Depot and Caboose Repairs.pdf](#)
[Resolution 20-016 Depot and Caboose Repairs.pdf](#)
[GWD Quote.Caboose.Depot May 2020.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:

- Per Diem-James Miller
[May 2020 Per Diem.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

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NEW BUSINESS - VOTING SESSION:

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[Executive Summary - Resolution 20-017 5512-5514 Main Street Roofing Repairs.pdf](#)

[Resolution 20-017 5512-5514 Main Street Roof Repairs.pdf](#)

[FB Roof Replacement Contract.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: Consider Resolution 20-015 a request to abandon Bragg Road.

COUNCIL MEETING DATE: June 4, 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.

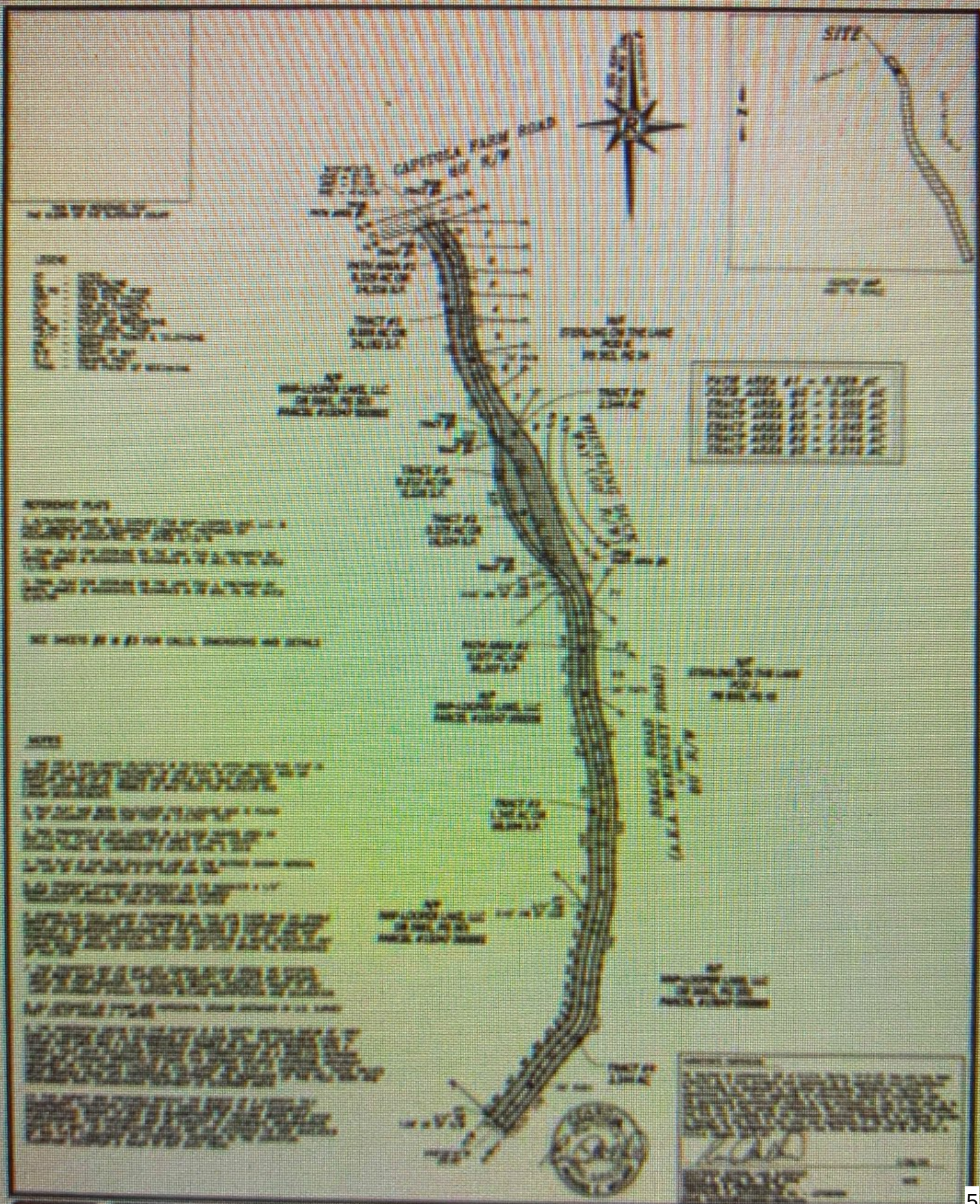
COLLABORATING DEPARTMENT:

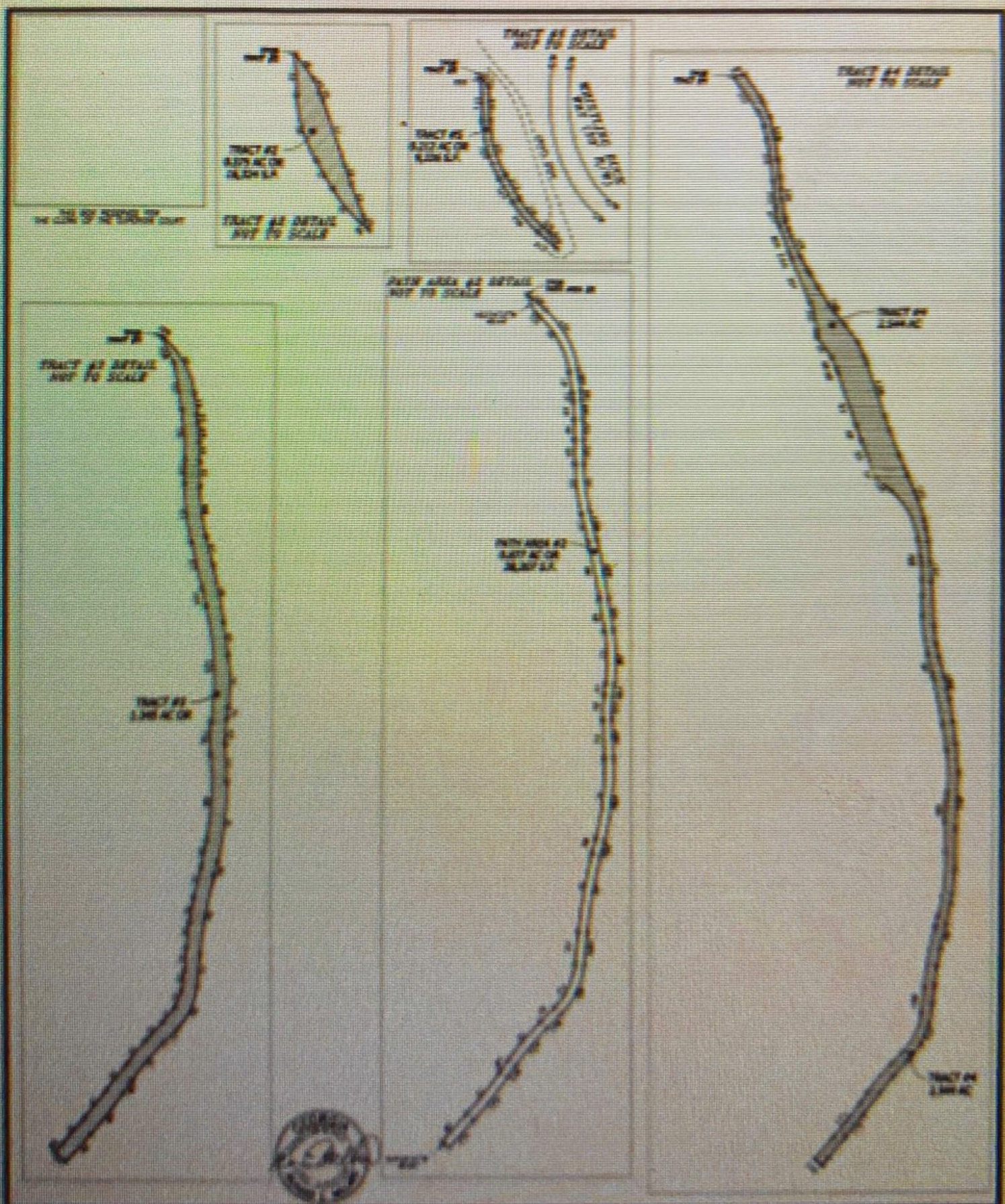
DEPARTMENT: Planning

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](#)





NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8

NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16

WATER OF THE LAKE

WATER OF THE LAKE

WATER OF THE LAKE

WATER OF THE LAKE

Rochester

& Associates, Inc.

1000 W. Main St., Rochester, N.Y. 14602

TEL: 255-1234 FAX: 255-1234

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"

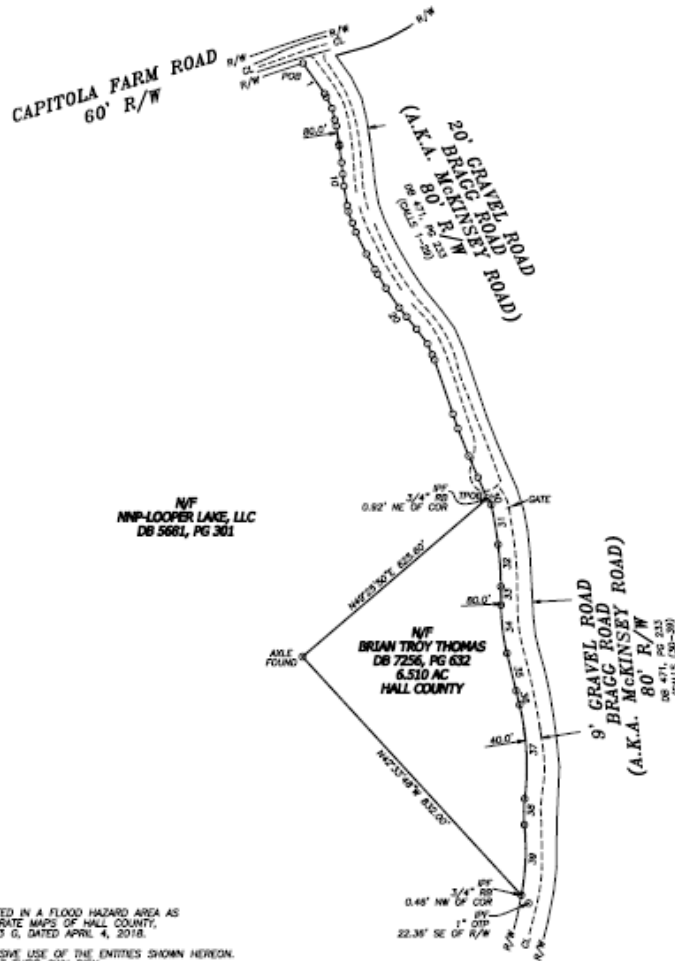
LEGEND

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	44.98'		
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	26.82'		
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	103.98'	103.98'	117.79.13'
32	S03°48'11"E	108.11'	108.11'	978.35'
33	S06°25'16"E	47.42'		
34	S07°03'19"E	124.84'	125.12'	340.26'
35	S13°41'23"E	89.27'		
36	S13°41'23"E	37.34'		
37	S03°08'48"E	241.85'	243.05'	680.34'
38	S00°42'11"W	88.88'	87.01'	288.82'
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-LOOP LAKE, LLC, PREPARED BY ROCHESTER & ASSOCIATES, INC., DATED 5/31/19

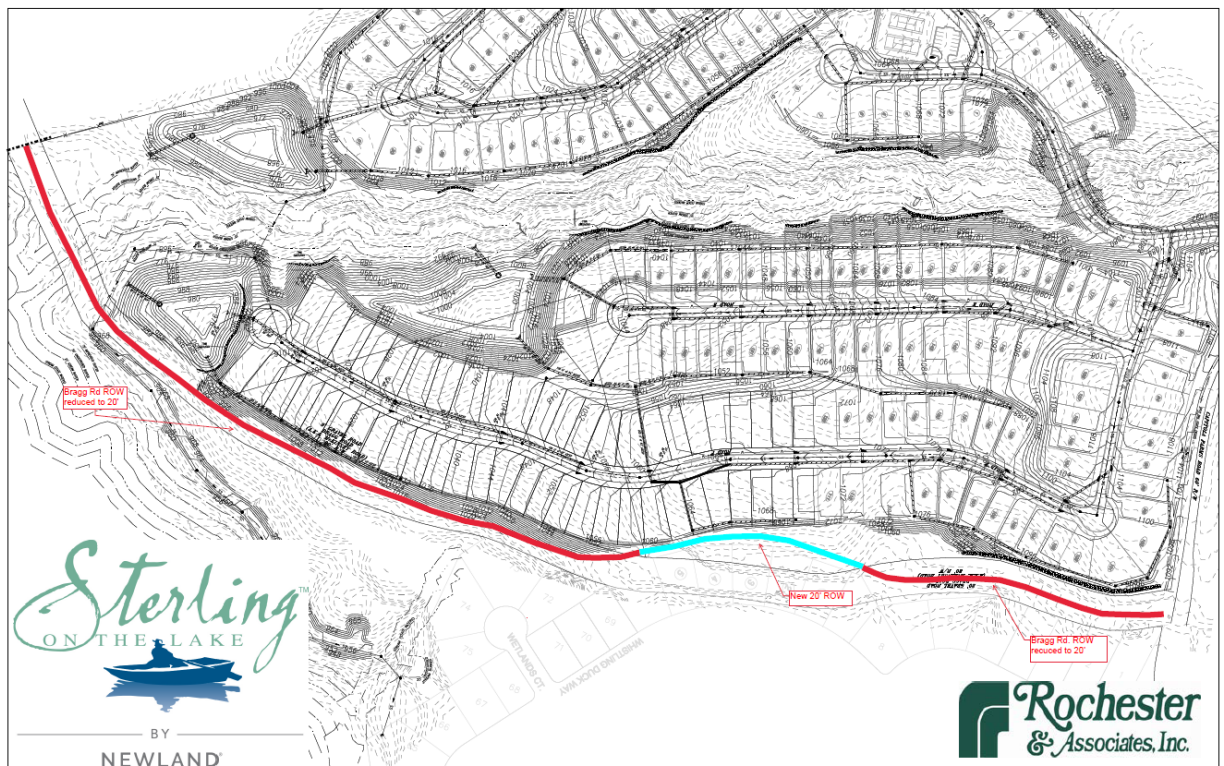
Legal Description (Bragg Tract)

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.



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.

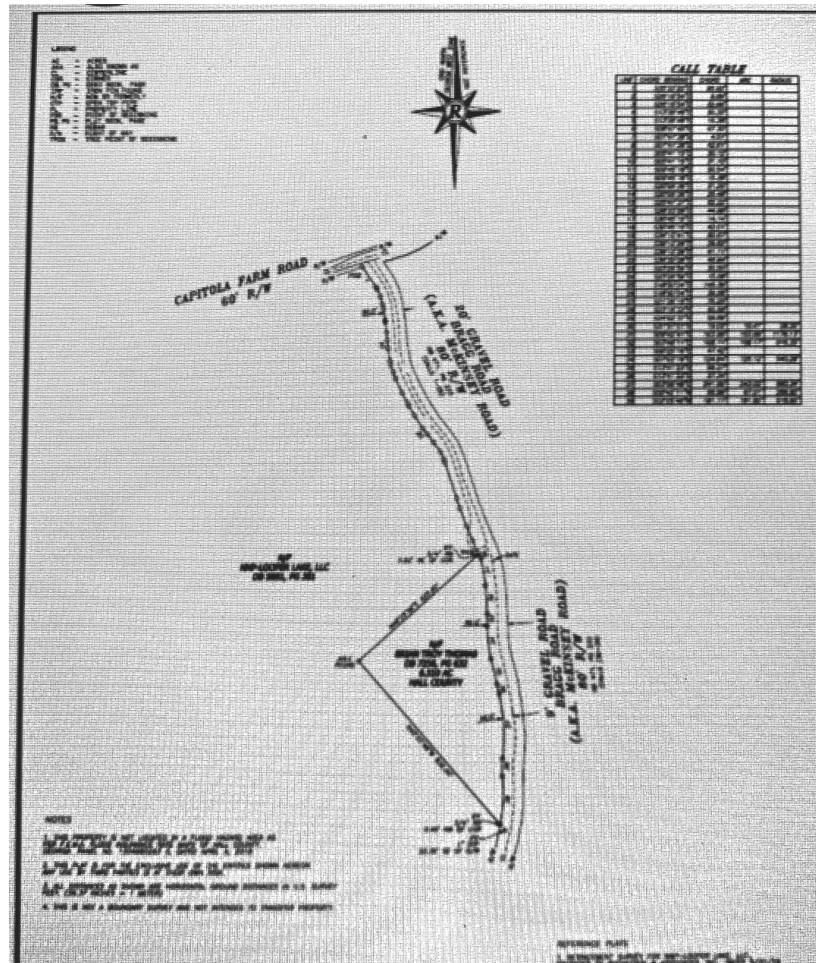
Michael Miller, Mayor

Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney

Exhibit 'A'





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 4, 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

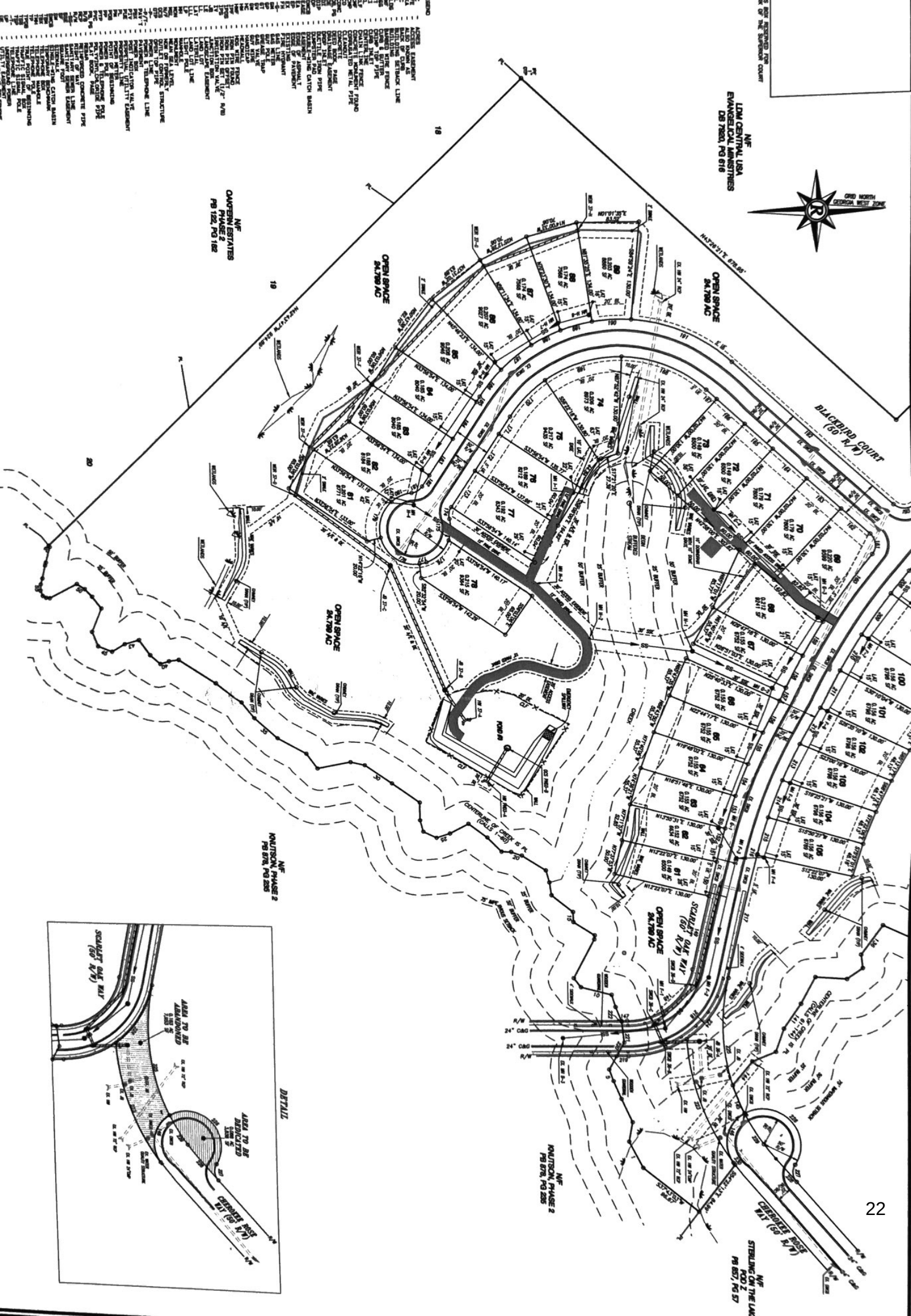
Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney



NF
LDM CENTRAL USA
EVANGELICAL MINISTRIES
DB 7801, PG 616



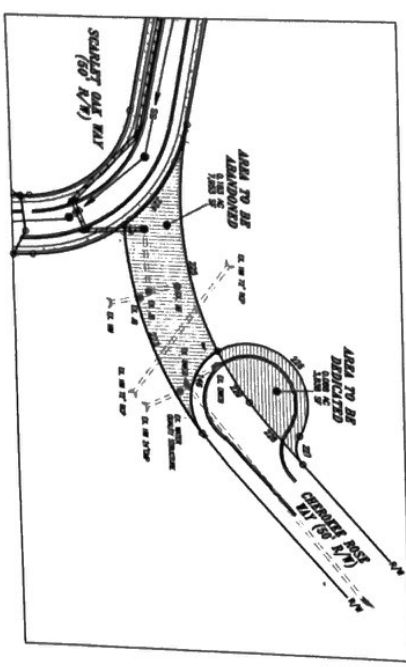
NF
OAKVIEW ESTATES
PHASE 2
PB 122, PG 182

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: Applying for the Tree City USA Program

COUNCIL MEETING DATE: June 4, 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:

UPDATED INFORMATION - At the May 21 meeting there were some questions regarding the Tree Ordinance that would be part of applying for the Tree City USA program: 1) Would regulation apply to private land? - Tree City USA only requires public trees in parks and right-of-way to be regulated. However, you can have an ordinance which assigns value to trees when they are removed for large-scale development so as to create a tree recompense fund and/or to have trees planted back that prevents a community from losing a substantial amount of its tree canopy. 2) Can private home-owners fall under regulation? Not necessarily, you may require a permit if a homeowner were to remove a certain number of trees, but it would not be required.

It should be noted that our current Code requires permitting from the Historic Preservation Commission (if you are within the Historic District) to cut down trees judged to be more than 50 years old. We have not really had a properly functioning mechanism to enforce this provision of the Code. So this needs to be examined. I believe this effort would be an opportunity to tie together and clean up our Code on issues dealing with trees.

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

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



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COLLABORATING DEPARTMENT:

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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



TREE CITY USA®

GEORGIA

BY THE NUMBERS

2018

163

Tree City USA
COMMUNITIES
8 NEW

31.45%

OF GEORGIA

LIVES IN A TREE CITY USA
COMMUNITY



Growth Award

9

Growth Award
RECIPIENTS

1

NEW Growth Award
RECIPIENT

Reported Number of Trees Planted **9,415**

100%

Recertification Rate

GEORGIA'S

LONGEST-RUNNING ACTIVE
TREE CITY USA COMMUNITY:

Columbus

41 YEARS

Largest

Atlanta
POPULATION 486,290

Smallest

Camak
POPULATION 125

\$23,062,870.75

spent on urban
forestry management

\$7.03

average
per capita

LONGEST ACTIVE
Growth Award

Gainesville

27 YEARS

Beyond Tree City USA



21 Recognized
Georgia Schools

2 NEWLY Recognized
Schools



1 Tree Line USA Utilities

Longest Running Active Tree Line USA Utility:
Georgia Power Company
11 YEARS



Learn more about
our new tree
planting initiative:

timefortrees.org

2018 Tree City USA

Communities in Georgia - <https://www.arborday.org/programs/treecityusa>

<u>CITY</u>	<u>YEARS</u>	<u>POPULATION</u>
Acworth	30	25,000
Albany	31	73,179
Alpharetta	29	63,972
Arcade	2	1,786
Ashburn	24	3,683
Athens-Clarke County	19	127,064
Atlanta	33	486,290
Augusta	28	195,844
Avondale Estates	35	3,360
Baldwin	3	3,323
Ball Ground	29	1,750
Berkeley Lake	20	2,000
Bethlehem	3	601
Blairsville	25	679
Bostwick	19	372
Bowersville	2	465
Bowman	12	862
Brookhaven	5	50,000
Brunswick	18	16,287
Buckhead	16	173
Calhoun	26	16,500
Camak	1	125
Canon	2	804
Canton	26	27,936
Carlton	4	260
Carnesville	2	577
Cedartown	25	9,939
Chamblee	2	29,000
Chattahoochee Hills	10	3,000
Chickamauga	2	3,101
Clarkesville	11	1,733
Clayton	27	2,232

Cleveland	16	3,410
Columbus	41	194,000
Commerce	9	6,544
Conyers	26	16,015
Cornelia	29	4,300
Covington	27	14,044
Crawfordville	2	505
Dahlonega	18	7,007
Dalton	29	33,400
Darien	5	1,975
Dawsonville	4	22,700
Decatur	9	23,832
Demorest	2	2,100
Doraville	10	10,540
Douglasville	1	36,000
Dublin	19	16,500
Duluth	30	28,000
Dunwoody	7	49,609
Eatonton	18	6,555
Elberton	13	4,900
Ellaville	27	1,850
Fayetteville	10	16,900
Flovilla	28	653
Forsyth	8	3,776
Fort Gordon	26	18,000
Fort Oglethorpe	3	9,839
Fort Stewart/Hunter Aaf	10	58,665
Fort Valley	13	8,806
Gainesville	32	41,322
Gordon	15	2,017
Gray	8	2,900
Grayson	2	3,900
Greensboro	26	3,354

Griffin	27	24,000
Hahira	28	2,937
Hampton	27	7,104
Hapeville	14	6,581
Harlem	12	3,163
Hartwell	24	4,188
Helen	17	580
Hephzibah	2	4,011
Hiawassee	24	907
Hinesville	30	33,400
Holly Springs	1	11,826
Homer	15	1,089
Homerville	6	2,900
Irwinton	23	553
Ivey	15	950
Jackson	27	5,097
Jefferson	14	9,600
Jekyll Island	4	1,000
Jesup	28	10,000
Kennesaw	10	34,344
Lagrange	19	30,000
Lavonia	16	2,500
Lexington	2	268
Lilburn	12	13,500
Locust Grove	29	6,100
Loganville	1	12,062
Louisville	7	2,497
Luthersville	14	874
Lyerly	2	540
Macon	33	154,721
Madison	29	4,385
Mansfield	12	371
Marietta	35	60,000

Maxeys	4	223
McIntyre	25	630
Metter	31	4,000
Milledgeville	9	18,900
Millen	19	3,120
Milton	10	37,000
Monroe	11	13,664
Montezuma	16	3,460
Monticello	1	2,500
Moody AFB	20	5,500
Moultrie	30	14,268
Mountain Park	7	500
Newborn	19	720
Newnan	29	38,909
Norcross	15	16,845
Norwood	1	269
Odum	23	504
Oxford	21	2,193
Peachtree Corners	4	43,268
Pelham	12	3,916
Pembroke	15	2,800
Porterdale	6	1,700
Robins AFB	26	22,000
Rome	29	36,400
Roswell	27	88,346
Royston	12	2,582
Rutledge	3	801
Sandersville	27	5,912
Sandy Springs	10	99,770
Savannah	34	146,763
Screven	24	750
Siloam	2	282
Sky Valley	3	2,000

Smyrna	16	56,146
Snellville	18	20,000
Social Circle	17	5,000
St Marys	13	18,000
Statesboro	26	31,419
Summerville	3	4,851
Suwanee	29	15,355
Tallulah Falls	1	168
Thomaston	31	9,100
Thomasville	29	18,700
Thunderbolt	7	2,668
Tifton	27	16,000
Toccoa	14	8,500
Trenton	34	2,300
Trion	3	1,800
Tybee Island	8	3,000
Union Point	26	1,766
Valdosta	33	54,518
Vienna	16	4,011
Walnut Grove	2	4,000
Warner Robins	28	73,854
Warrenton	1	1,906
Washington	34	3,982
Watkinsville	12	2,833
Waynesboro	27	6,000
Winterville	2	1,300
Woodbine	15	1,412
Woodland	26	480
Woodstock	19	30,929
Woodville	3	323
Yatesville	10	357
Young Harris	24	908



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 4, 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 second review by Council. The attachment titled, "UPDATED Architecture Elevation", is the latest version.

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. This is the second review; changes were made since the last meeting (please see attached UPDATED Architecture Elevation).

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [575 A.pdf](#)
- [576 A.pdf](#)
- [Bell Drive Property Additional Elevations.pdf](#)
- [UPDATED Architecture Elevation - 2020-06-01 \(003\).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

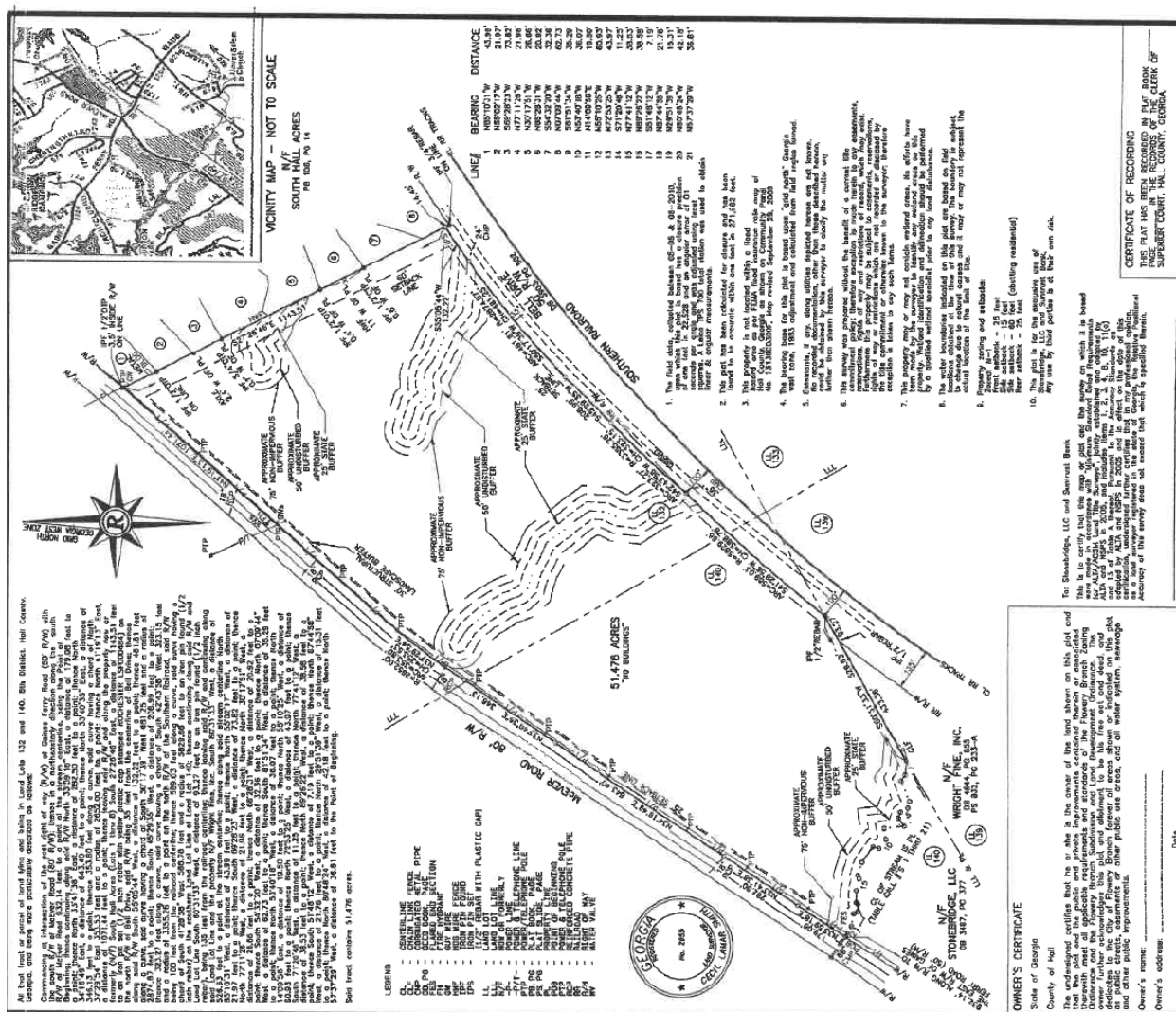


Exhibit "B"

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;

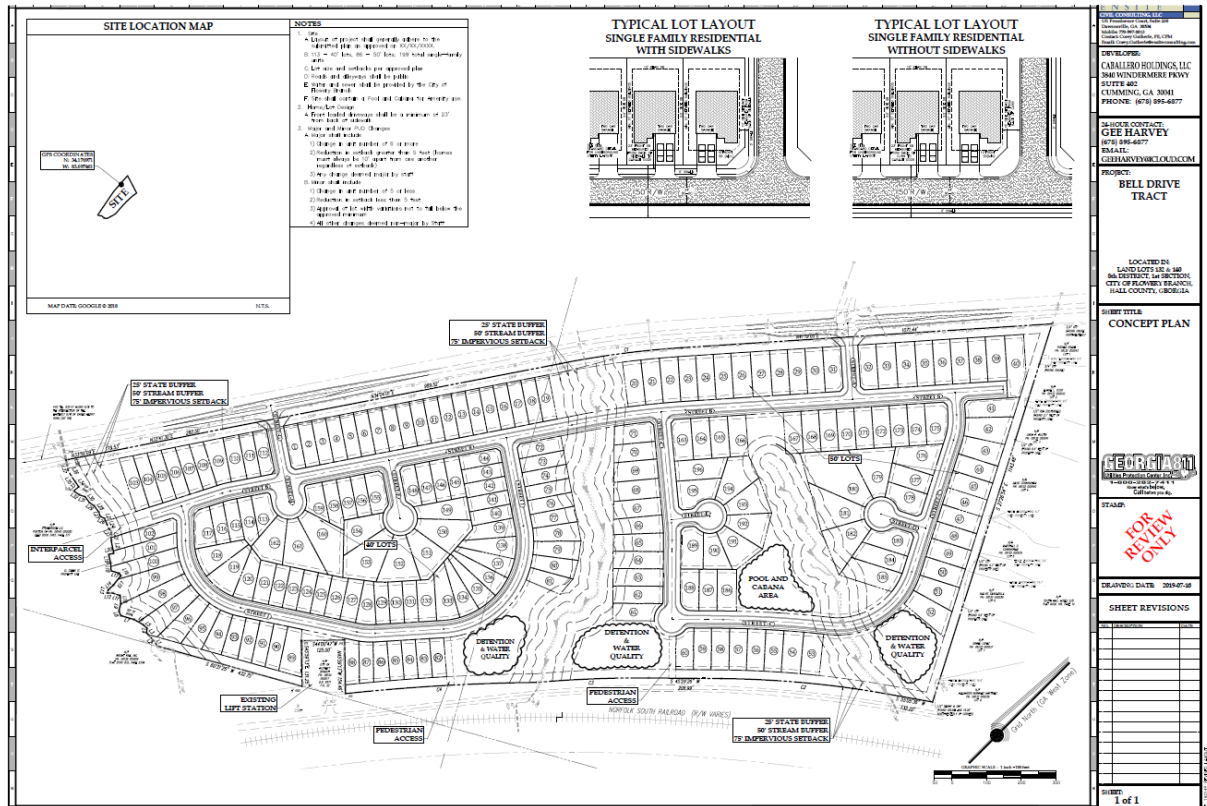
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54 feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17 feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54 feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31 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"

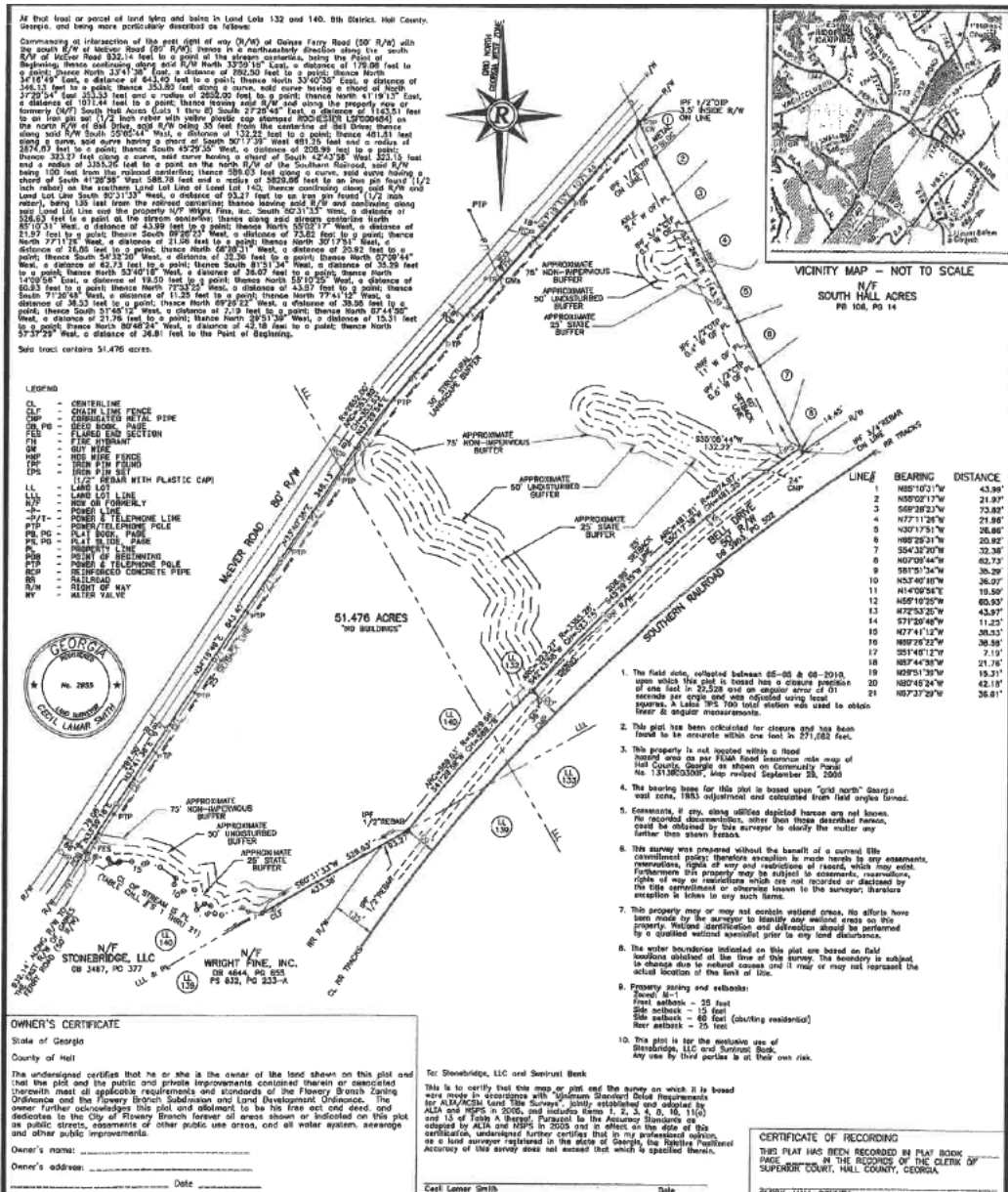


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the right of way of McEver Road and the centerline of a creek. thence NORTH 33 DEGREES 59 MINUTES 09
SECONDS EAST a distance of 179.53 feet to a point; thence NORTH 33 DEGREES 41 MINUTES 30 SECONDS EAST
a distance of 282.50 feet to a point; thence 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;

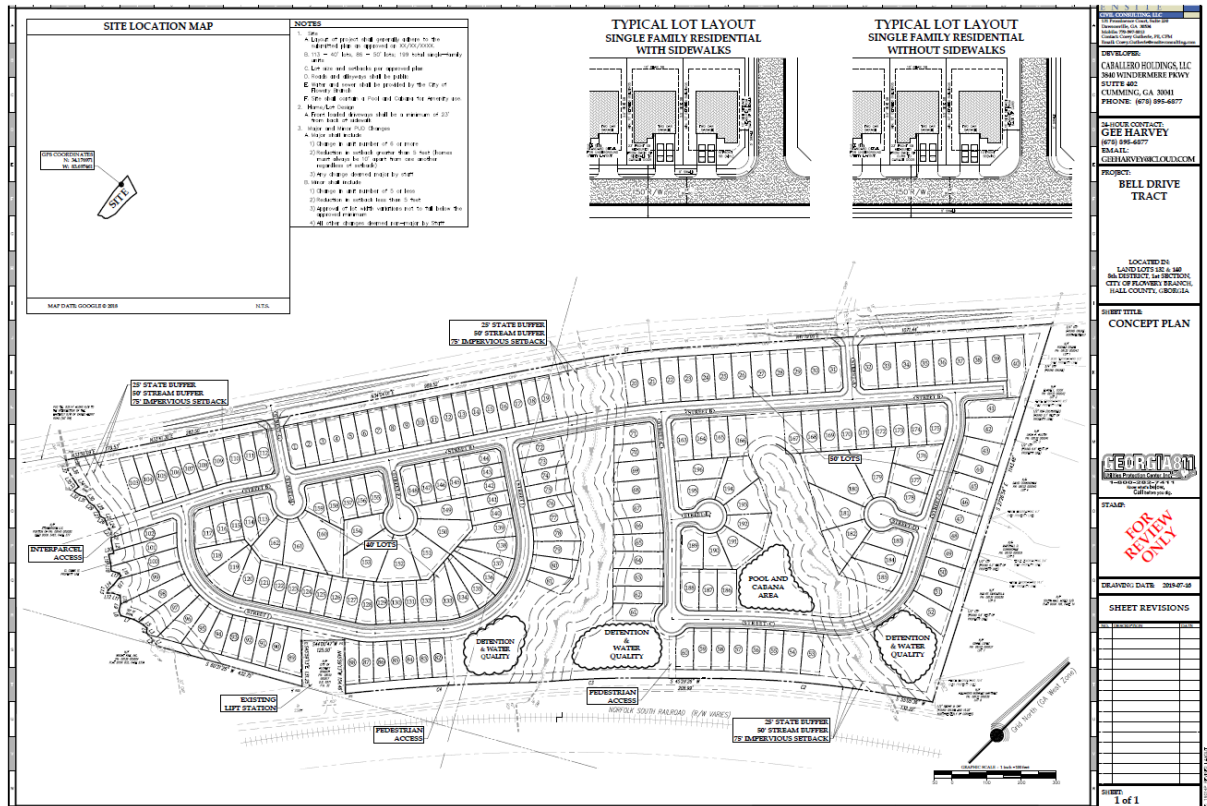
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

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
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 - 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
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 - 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



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: GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender, with GMA, also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

FACTS AND ISSUES:

The City of Flowery Branch desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City. Currently, staff does not have a way to monitor/audit that the City is receiving all right of way revenue due from telecommunications/cable companies within our City. The Georgia Municipal Association, Inc. has available a telecommunications and right-of-way management program to assist the City with this monitoring.

This agreement will cover consulting services in the following areas:

- a) Local Franchise Management, as more fully described in Section 2 of the attached agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of the attached agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of the attached agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of the attached agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of the attached agreement.

With COVID-19 creating a future of uncertain revenue projections, it is recommended to examine the fullest collection of current fees. We believe this effort will result in a more complete and accurate payment of these franchise fees.

The total cost for FY2021 is \$4,443.04 (the annual program fee is based on \$0.56 per capita)

OPTIONS:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021 or continue as is.

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

No

AMOUNT AND SOURCE OF FUNDS:

FY2021 Budget Process

RECOMMENDATION:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021, including Resolution 20-013 , as presented.

SAMPLE MOTION:

I make a motion to approve the GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013 as presented.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [TRM Agreement for Flowery Branch including Resolution 20-013.pdf](#)
- [GMA Franchise Fee Recovery .pdf](#)
- [Exec. Summary TRM Program.pdf](#)

AGREEMENT BETWEEN
THE CITY OF FLOWERY BRANCH
AND
THE GEORGIA MUNICIPAL ASSOCIATION, INC.
FOR TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT

WHEREAS, the City of Flowery Branch (“City”) desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. (“GMA”) has available a telecommunications and right of way management program; and,

WHEREAS, the City has a need for such telecommunications and right of way management program.
THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 1. Services Provided to the City of Flowery Branch

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA’s Telecommunications and Right of Way Management Program:

- a) Local Franchise Management, as more fully described in Section 2 of this agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of this agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

Section 2. Local Franchise Management

Local Franchise Management shall include assisting the City with the following:

- a) Facilitating the City’s compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;
- b) Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission (“FCC”) rate regulations, if the City is a rate regulator;
- c) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

- d) Recommending and developing customer service standards for cable and video service providers; and
- e) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

Section 3. State Issued Franchise Management

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

- a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;
- b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;
- c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and
- d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

Section 4. Cellular and PCS Tower Site Consultation Services

Cellular and PCS and Tower Site Consultation Services shall include:

- a) Negotiating agreement between the City and any cellular or PCS provider for use of the city's property by the provider;
- b) Advising Cities on the provisions of tower site agreements for the use of public land;
- c) Informing Cities concerning federal policies related to siting of wireless technologies; and
- d) Referring Cities to engineering or other professional resources on an as needed basis.

Section 5. State and Local Franchise Compliance Monitoring Services

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

- a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;
- b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;
- c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

- d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;
- e) Documenting operator's carriage of appropriate insurance coverage;
- f) Checking and documenting the status of system construction timeframes, if applicable;
- g) Handling and resolving subscriber complaints as referred;
- h) Monitoring operator's adherence to federal, state or local customer service standards;
- i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

Section 6. Rights of Way Ordinance Development

- a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;
- b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;
- c) Evaluate current Rights of Way practices and recommend changes; and
- d) Provide updated Rights of Way Ordinance based on the unique needs of the City

Section 7. Other Services

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed \$10,000.

Section 8. Effective Date, Renewal and Termination.

- a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of _____, 2020. It is automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.

- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$4,443.04. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

Section 9. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposes including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

Section 10. Agency

In addition by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

Section 11. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 12. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 13. Law Applicable.

This agreement shall be construed under the laws of the State of Georgia.

Section 14. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF FLOWERY BRANCH THIS ____DAY OF _____, 20____.

ATTEST:

CITY OF FLOWERY BRANCH:

City Clerk

By: _____
Authorized Signatory, Title

APPROVED AS TO FORM:

City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Larry H. Hanson, Executive Director

RESOLUTION 20-013

A RESOLUTION OF THE CITY OF FLOWERY BRANCH THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT PROGRAM AGREEMENT

WHEREAS, the City of Flowery Branch desires to regulate the provision of cable television and other telecommunications management services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a telecommunications and right of way management program to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Flowery Branch is hereby authorized to execute a telecommunications and right of way management program agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of Flowery Branch this _____ day of _____, 20____.

ATTEST:

By: _____
City Clerk

Mayor: _____
City of Flowery Branch

(SEAL)

Georgia Municipal Association Telecommunications and Right of Way Management Program

AGENT REPRESENTATION FORM

The undersigned is a participant in the Georgia Municipal Association's (GMA) Telecommunications and Right of Way Management (TRM) program. GMA's TRM program provides assistance with all aspects of federal and state cable and video franchising, including but not limited to franchise renewals and modifications, state franchise application process, franchise fee reviews and customer service issues. As a participant in GMA's TRM program, authorization is hereby granted to allow GMA's staff and/or subcontractors to act on the Participants behalf as listed above.

This AGENT REPRESENTATION FORM is effective upon date signed and until further notice.

The City of Flowery Branch, Georgia

Name of City, Town or County

5410 W. Pine St. P.O. Box 757

Street Address

Flowery Branch

City

30542

Zip Code

470-798-0524

Phone #

770-967-6781

Fax #

mikemfb@flowerybranchga.org

Email Address

James M. Miller

Submitted By – Print Name

Mayor

Title

6/4/2020

Signature

Date



EXHIBIT A

**GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT**

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371
Federal Work Authorization User Identification Number

November 26, 2007
Date of Authorization

Telecommunications and Right of Way Management
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JANUARY, 15, 2020, in Atlanta (city), Georgia (state).

Larry H. Hanson
BY: GMA Authorized Officer or Agent

1-15-20
Date

Larry H. Hanson, Executive Director
Printed Name and Title of Authorized Officer or Agent

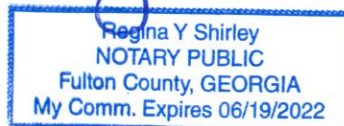
SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

15 DAY OF January, 2020

Regina Y. Shirley
Notary Public

My Commission Expires:



SEAL

GMA FRANCHISE FEE RECOVERY REPORT (2012 - 3/30/2020)

	Amount Recovered	Cable Provider	CTMS Member Yes/No	Audit Period - Years	Date Completed
Adel	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Acworth	\$429.37	Comcast	N	2013 - 2016	11/18/2016
Acworth	\$819.07	AT&T	N	2013 - 2016	8/24/2016
Acworth	\$8,660.50	Sunesys	N	2017	5/12/2017
Albany	\$123,092.07	Uniti Fiber	Y	2014 - 2016	12/28/2018
Alpharetta	\$19,231.53	Comcast	Y	N/A	12/20/2013
Alpharetta	\$37,423.55	MCImetro	Y	2014 - 2018	10/3/2018
Alpharetta	\$8,798.63	Tower Cloud	Y	2012 - 2013	12/13/2019
Alto	\$0.00	Windstream	Y		
Aragon	\$0.00	Charter	Y	2014 - 2017	11/27/2017
Arlington	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Athens - Clarke County	\$2,915.59	AT&T	Y	2012 - 2014	5/21/2015
Athens - Clarke County	\$2,039.71	Charter	Y	2013 - 2015	5/21/2015
Auburn	\$0.00	Comcast	Y	2010 - 2012	3/14/2013
Auburn	\$382.30	AT&T	Y	2013 - 2015	10/6/2015
Auburn	\$2,372.00	Comcast	Y	2016 - 2018	8/30/2019
Augusta	\$0.00	Comcast	Y	2010 - 2012	2/14/2014
Augusta	\$130,752.28	Knology	Y	2009 - 2012	10/23/2013
Augusta	\$11,921.75	Spirit Communications	Y	2018	5/31/2018
Augusta	\$187,317.98	Uniti Fiber	Y	2018	6/21/2018
Augusta	\$175,937.41	Unite Private Networks	Y	2017	12/31/2017
Augusta	\$252,588.56	Crown Castle	Y	2016 - 2019	10/1/2019
Augusta		Uniti Fiber	Y		
Augusta	\$7,912.28	Segra	Y	2018 - 2019	11/18/2019
Austell	\$0.00	Comcast	Y	2011 - 2013	2/13/2014
Austell	\$72,000.00	Jackson EMC	Y	N/A	5/31/2016
Austell	\$55,843.00	Comcast	Y	2016 - 2018	8/6/2018
Avondale Estates	\$0.00	Comcast	Y	2010 - 2012	9/19/2013
Avondale Estates	\$16,063.34	Comcast	Y	2018 - 2019	7/31/2019
Avondale Estates	\$29,892.00	Comcast	Y	2016 - 2018	8/6/2018
Ball Ground	\$3,286.00	ETC	Y	2016 - 2018	8/7/2019
Bainbridge	\$0.00	Mediacom	Y	2013 - 2015	6/30/2015
Berkeley Lake	\$1,354.42	Comcast	Y	2012 - 2014	2/24/2015
Berkeley Lake	\$7,251.74	CenturyLink	Y		
Berkeley Lake	\$7,129.71	MCImetro	Y	N/A	9/9/2018
Bloomingdale	\$787.00	Comcast	Y	2016 - 2019	10/14/2019
Blue Ridge	\$6,985.97	ETC	Y	2014 - 2017	1/9/2018
Bowdan	\$0.00	Charter	Y	2012 - 2014	7/24/2015
Bowman	\$696.71	Comcast	Y	2011 - 2013	5/1/2014
Bowman	\$513.00	Comcast	Y	2015 - 2017	4/18/2018
Bowersville	\$579.12	AT&T	N	2016-2017	11/16/2017
Braselton	\$0.00	Comcast	Y	2010 - 2012	2/14/2014
Braselton	\$88,422.00	Comcast	Y	2016 - 2018	7/18/2019
Bremen	\$135.85	Charter	Y	2011 - 2013	3/25/2014
Brunswick	\$12,136.50	Comcast	N	2011 - 2013	6/15/2014
Calhoun	\$0.00	Comcast	Y	2010 - 2012	11/5/2013
Calhoun	\$11,527.00	Comcast	Y	2016 - 2018	10/10/2018
Camilla	\$0.00	Mediacom	Y	2009 - 2011	2/11/2013
Canton	\$10,136.87	Uniti Fiber	Y	2016 - 2020	3/24/2020
Centerville	\$12,892.00	Cox	Y	2014 - 2016	7/26/2017
Chamblee	\$802.00	AT&T	Y	2013 - 2015	8/6/2015
Chamblee	\$0.00	Comcast	Y	2010 - 2012	10/15/2013
Chamblee	\$182,972.00	Comcast	Y	2017 - 2020	2/12/2020
Chatsworth	\$181.18	Charter	Y	2010 - 2012	2/3/2014
Chatham County	\$14,433.14	Comcast	Y	2011 - 2013	3/5/2014
Chester	\$3,129.68	Bulldog	Y	2011- 2013	3/11/2014
Chester	\$708.00	Progressive	Y	2016 - 2019	8/26/2019
Chickamagua	\$2,524.66	Comcast	Y	2010 - 2012	12/17/2013
Clarkston	\$203.21	AT&T	Y	2012 - 2014	3/18/2015
Clarkston	\$0.00	Comcast	Y	2010 - 2012	8/1/2013
Clarkston	\$2,651.00	Comcast	Y	2016 - 2018	1/25/2019
Cleveland	\$2,749.00	Windstream	Y	2015 -2017	5/9/2018
Clermont	\$1,632.85	Comcast	Y	2010 - 2012	1/17/2014
Cobb County	\$51,512.00	AT&T	Y	2012 -2014	5/12/2015
Cobb County	\$1,270.33	Charter	Y	2012 - 2014	9/14/2015
Cobb County	\$0.00	Charter	Y	2015 - 2017	6/4/2018
Cobb County	\$0.00	Google	Y	2015 - 2017	5/9/2018
Cobb County	\$0.00	Comcast	Y	2012 - 2014	4/7/2015
Cobb County	\$0.00	Comcast	Y	2015 - 2017	3/4/2018
Cobb County	\$5,076.00	AT&T	Y	2015 - 2017	3/29/2018
Colquitt	\$15,550.65	Bulldog	Y	2009 - 2012	3/8/2013
Columbia County	\$43,771.06	Knology	N	2009 - 2012	11/6/2013
Columbia County	\$650,000.00	Comcast	N	2012 - 2014	N/A
Columbus	\$4,563.51	Charter	Y	2010 - 2012	7/10/2013

Columbus	\$301,184.88	Knology	Y	2009 - 2012	10/23/2012
Columbus	\$68,726.84	Tower Cloud	Y	2017	11/8/2016
Columbus	\$193,017.42	Crown Castle	Y	2009 - 2017	10/2/2018
Columbus	\$0.00	WOW	Y	2016 - 2018	12/31/2018
Columbus	\$0.00	Mediacom	Y	2016 - 2018	12/29/2018
Commerce	\$9,010.00	Windstream	Y	2011 - 2013	8/20/2014
Conyers	\$0.00	Comcast	Y	2010 - 2012	12/11/2013
Cornelia	\$8,206.99	Windstream	Y	2011 - 2013	10/20/2014
Covington	\$29,193.12	Uniti Fiber	Y	2017 - 2019	3/24/2020
Cumming	\$0.00	Comcast	Y	2010 - 2012	8/1/2013
Cumming	\$435.43	AT&T	Y	2012 - 2014	2/3/2015
Dacula	\$63.63	Charter	Y	2012 - 2015	9/1/2016
Dacula	\$34,496.40	Zayo	Y	2018- 2019	5/16/2019
Dacula	\$0.00	AT&T	Y	2014-2017	9/21/2017
Dahlonega	\$5,997.00	Windstream	Y	2013 - 2015	7/12/2016
Dallas	\$0.00	Comcast	Y	2010 - 2012	5/28/2013
Dallas	\$780.94	AT&T	y	2013 - 2015	8/6/2015
Dallas	\$13,643.55	Zayo		2018 - 2020	12/11/2019
Dawsonville	\$420.00	Windstream	Y	2015 -2017	6/13/2018
Decatur	\$1,951.03	AT&T	Y	2012 - 2014	2/24/2015
Donalsonville	\$0.00	Mediacom	Y	2010 - 2012	8/1/2013
Donalsonville	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Doraville	\$0.00	AT&T	Y	2015 -2017	11/14/2018
Doraville	\$75,706.23	Comcast	Y	2016 - 2018	1/14/2019
Douglas	\$12,263.00	VYVE	Y	2014 - 2017	11/21/2017
Dublin	\$258.05	Charter	Y	2013 - 2015	8/4/2017
Duluth	\$13,329.98	Charter	Y	2010 - 2012	3/13/2013
Duluth	\$0.00	Comcast	Y	2010 - 2012	6/6/2013
Duluth	\$2,744.51	AT&T	Y	2013 - 2015	9/15/2015
Eatonton	\$0.00	AT&T	Y	2014 - 2017	10/26/2017
Eatonton	\$0.00	Charter	Y	2014 - 2017	11/1/2017
Elberton	\$3,469.57	Comcast	Y	2010 - 2012	1/21/2014
Eastman	\$0.00	Mediacom	Y	2010 - 2012	12/31/2013
Eton	\$0.00	Charter	Y	2014-2017	9/14/2017
Fairburn	\$0.00	Comcast	Y	2014 - 2017	1/5/2018
Fairburn	\$0.00	AT&T	Y	2014 - 2017	1/5/2018
Fairmount	\$0.00	Comcast	Y	2010 - 2012	6/6/2013
Fayetteville	\$17,228.17	Zayo	Y	2016 - 2018	9/6/2018
Fayetteville	\$0.00	Comcast	Y	2015 -2017	3/14/2018
Fayetteville	\$16,435.00	Uniti Fiber	Y	2014 - 2016	9/17/2018
Fitzgerald	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Folkston	\$86.00	Comcast	Y		
Folkston	\$4,446.26	Uniti Fiber	y	2017 - 2019	3/24/2020
Forest Park	\$333.16	AT&T	Y	2012 - 2015	9/21/2015
Forest Park	\$24,581.31	Comcast	Y	2012 - 2014	5/11/2015
Fort Oglethorpe	\$27,600.24	Comcast	Y	2016 - 2018	10/10/2018
Ft. Gaines	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Gainesville	\$1,703.90	Charter	Y	2010 - 2012	8/6/2013
Gainesville	\$3,918.79	AT&T	Y	2011 - 2013	11/7/2014
Gainesville	\$0.00	Georgia Power	Y	2010 - 2012	2/12/2013
Garden City	\$6,456.39	Level 3	Y	2014 - 2017	11/13/2017
Garden City	\$0.00	Hargray	Y	2014 - 2017	1/17/2018
Garden City	\$6,215.62	Comcast	Y	2013 - 2015	2/5/2016
Glynn County	\$22,284.22	Comcast	N	2011 - 2013	9/10/2014
Glennville	\$757.20	Comcast	Y	2010 - 2012	8/8/2013
Glennville	\$694.00	Comcast	Y	2015 - 2017	5/14/2018
Gordon	\$7,519.00	Windstream	Y	2013 - 2015	3/1/2016
Gordon	\$6,982.27	Uniti Fiber	Y	2017 - 2019	3/23/2020
Grayson	\$14,074.00	Comcast	Y	2010 - 2012	9/5/2013
Grantville	\$0.00	Comcast	Y	2015 - 2017	5/9/2018
Grantville	\$900.19	Comcast	Y	2010 - 2012	1/8/2014
Griffin	\$1,513.55	AT&T	Y	2013 - 2015	7/22/2015
Griffin	\$15,351.00	Comcast	Y	2016 - 2019	10/3/2019
Griffin	\$0.00	Comcast	Y	2016 - 2019	
Grovetown	\$0.00	AT&T	Y		
Grovetown	\$5,443.73	Knology	N	2009 - 2012	5/1/2013
Grovetown	\$0.00	Knology	Y		7/1/2019
Grovetown	\$23,173.92	Uniti Fiber	Y	2017 - 2019	3/24/2020
Guyton	\$3,168.85	Comcast	Y	2014 - 2015	3/29/2016
Guyton	\$1,706.00	Planter Rural Telephone	Y	2013 - 2015	1/17/2017
Hall County	\$44,424.00	Comcast	Y	2014 - 2016	7/6/2017
Hall County	\$0.00	AT&T	Y	2014 - 2016	7/13/2017
Hall County	\$0.00	Charter	Y	2014 - 2016	8/4/2017
Hampton	\$379.49	Charter	Y	2010 -2012	2/13/2013
Hampton	\$2,578.42	AT&T	Y	2012 - 2013	7/15/2014
Haralson	\$0.00	Charter	Y	2011 - 2013	5/5/2014
Harlem	\$1,274.97	Knology	Y	2010 - 2012	2/22/2013
Harlem	\$0.00	Knology	Y	2015 - 2017	8/6/2018
Hartwell	\$4,987.77	Comcast	Y	2010 - 2012	2/22/2013

Hiram	\$333.16	AT&T	Y	2012 - 2015	9/17/2015
Hiram	\$4,301.06	Zayo	Y	2017 - 2019	5/8/2019
Hiawassee	\$1,459.00	Windstream	Y	2015 - 2017	6/1/2018
Hogansville	\$1,589.48	Comcast	Y	2010 - 2013	8/26/2013
Holly Springs	\$0.00	Sawnee EMC	Y	2010 - 2012	5/6/2013
Holly Springs	\$923.14	Comcast	Y	2011 - 2013	9/16/2014
Holly Springs	\$0.00	Comcast	Y	2015 - 2017	6/19/2018
Holly Springs	\$4,366.51	Sunesys	Y	2015	6/2/2015
Homer	\$0.00	Windstream	Y	2014 - 2016	11/20/2017
Hoschton	\$641.89	Comcast	Y	2011 - 2013	8/26/2014
Jefferson	\$651.00	Windstream	Y	2014 - 2016	8/17/2017
Jesup	\$0.00	Comcast	Y	2016 - 2018	4/23/2018
Jesup	\$4,136.33	Comcast	Y	2010 - 2012	12/10/2013
Jenkinsburg	\$9.87	Charter	Y	2012 - 2014	1/14/2016
Johns Creek	\$0.00	AT&T	Y	2014 - 2017	5/11/2017
Lake City	\$3,901.00	Comcast	Y	2015 - 2017	1/26/2018
Kingsland	\$11,041.00	ATC	Y	2017 - 2019	7/1/2019
Kingsland	\$3,040.00	Uniti Fiber	N	N/A	1/8/2019
Kingsland	\$3,440.00	TDS	N	2017 - 2019	2/18/2020
Lavonia	\$651.50	TruVista	Y	2010 - 2012	11/1/2013
Lafayette	\$5,870.63	Comcast	Y	2010 - 2012	2/14/2014
Lafayette	\$0.00	Comcast	Y	2015 - 2017	11/13/2018
Lawrenceville	\$21,111.73	Level 3	N	2014 - 2016	11/16/2016
Lawrenceville	\$2,517.02	AT&T	N	2013 - 2015	4/19/2016
Lawrenceville	\$378.05	Comcast	N	2013 - 2015	7/8/2016
Lawrenceville	\$510.82	Charter	N	2013 - 2015	9/1/2016
Lenox	\$0.00	Mediacom	Y	2016 - 2019	10/8/2019
Lexington	\$0.00	Charter	Y	2012 - 2013	4/27/2015
Lilburn	\$15,311.00	Comcast	Y	2016 - 2019	9/9/2019
Lilburn	\$21,518.64	Uniti Fiber	Y	2017 - 2019	3/24/2020
Lincolnton	\$2,519.86	Comcast	Y	2010 - 2012	10/13/2013
Lincolnton	\$262.00	Comcast	Y	2015 - 2017	4/12/2018
Lithonia	\$0.00	Comcast	Y	2016 - 2019	7/2/2019
Louisville	\$6,090.30	Comcast	Y	2010 - 2012	1/16/2014
Louisville	\$735.00	Comcast	Y	2016 - 2019	
Lyons	\$0.00	Northland	Y	2014 - 2016	7/10/2017
Lula	\$34.19	Comcast	N	2013 - 2015	3/13/2017
Macon - Bibb County	\$289,731.00	Cox	Y	2015 - 2017	2/8/2018
Macon - Bibb County	\$45,000.00	Uniti Fiber	Y	2012 - 2018	9/11/2018
Madison	\$46.91	Charter	Y	2012 - 2015	9/1/2016
Madison	\$22,511.81	Uniti Fiber	Y	2017 - 2019	3/24/2020
Manchester	\$470.40	Charter	Y	2010 - 2012	7/10/2013
Mansfield	\$171.00	Comcast	Y	2015 - 2017	4/23/2018
Maysville	\$441.29	Comcast	Y	2012 - 2014	9/11/2015
McDonough	\$716.10	Charter	Y	2010 - 2012	5/11/2013
McDuffie County	\$5,891.42	Comcast	N	2011 - 2013	3/12/2014
McRae - Helena	\$0.00	Mediacom	Y	2013 - 2015	4/25/2016
Metter	\$5,432.78	Comcast	Y	2010 - 2012	11/12/2013
Metter	\$180.69	Uniti Fiber	Y	2017 - 2019	3/24/2020
Millen	\$5,974.76	Comcast	Y	2010 - 2012	8/16/2013
Milton	\$1,633.41	Level 3	Y	2014 - 2017	11/13/2017
Milton	\$65,398.00	Comcast	Y	2015 - 2017	12/11/2017
Milton	\$34,896.00	Comcast	Y	2017 - 2019	10/8/2019
Monticello	\$2,909.42	Comcast	Y	2010 - 2012	12/18/2013
Monticello	\$286.00	Comcast	Y	2016 - 2018	10/25/2018
Montezuma	\$5,481.00	Comcast	Y	2010 - 2012	12/30/2013
Morrow	\$491.26	Comcast	Y	2011 - 2013	8/25/2014
Morrow	\$671.37	AT&T	Y	2013 - 2015	7/8/2016
Morrow	\$0.00	Comcast	Y	2016 - 2019	10/12/2019
Moultrie	\$0.00	Mediacom	Y	2009 - 2011	2/11/2013
Mount Vernon	\$2,222.00	Comcast	Y	2016 - 2018	8/31/2018
Mt Zion	\$803.90	Comcast	Y	2013 - 2015	12/5/2016
Nashville	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Newnan	\$0.00	Charter	Y	2014 - 2016	9/1/2017
Newnan	\$106,134.62	NuLink	Y	2014 - 2016	5/15/2017
Norcross	\$10,755.97	Comcast	Y	2010 - 2012	11/14/2013
Norcross	\$0.00	AT&T	Y	2014 - 2017	10/4/2017
Oakwood	\$0.00	Comcast	Y	2015 - 2018	
Oakwood	\$60.00	Charter	Y	2010 - 2012	7/10/2013
Ocilia	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Orchard Hill	\$33.00	Comcast	Y	2016 - 2019	3/1/2019
Oxford	\$104.58	Charter	Y	2010 - 2012	12/2/2013
Palmetto	\$2,881.05	Comcast	Y	2010 - 2012	8/23/2013
Peachtree Corners	\$21,213.90	Comcast	Y	2012 - 2014	3/30/2015
Peachtree Corners	\$0.00	Comcast	Y	2015 - 2017	12/18/2017
Peachtree Corners	\$155.00	AT&T	Y	2015 - 2017	12/12/2018
Peachtree Corners	\$56,121.52	Zayo	Y	2015 - 2018	3/9/2018
Peachtree Corners	\$18,293.87	CenturyLink	Y	2016 - 2018	9/18/2019
Peachtree Corners	\$11,308.40	MCImetro	Y	2018 - 2019	10/21/2019

Peachtree Corners	\$16,552.80	Uniti Fiber	Y	2017 - 2019	3/24/2020
Perry	\$2,136.00	Cox	Y	2014 - 2017	11/30/2017
Perry	\$0.00	ComSouth	Y	2015 - 2017	11/16/2017
Perry	\$4,097.00	Hargray	Y	2018 - 2018	3/22/2019
Pine Lake	\$1,349.00	Comcast	Y	2014 - 2017	11/9/2017
Pooler	\$8,626.60	Comcast	N	2011 - 2012	1/13/2015
Port Wentworth	\$0.00	Comcast	Y	2011 - 2013	6/10/2014
Powder Springs	\$9,654.91	Comcast	Y	2010 - 2012	12/2/2013
Powder Springs	\$0.00	Comcast	Y	2015 - 2017	11/13/2018
Powder Springs	\$9,999.00	Zayo	Y	2017 - 2020	2/10/2020
Register	\$6,723.14	Tower Cloud	Y	2012 - 2017	2/26/2018
Riceboro	\$156.58	Comcast	Y	2011 - 2013	3/31/2014
Riceboro	\$0.00	Comcast	Y	2016 - 2019	10/18/2019
Richmond Hill	\$3,854.10	Comcast	Y	2011 - 2013	3/5/2013
Richmond Hill	\$2,227.00	Comcast	Y	2017 - 2019	3/31/2020
Rincon	\$3,745.00	Comcast	Y	2014 - 2017	12/5/2017
Rockdale County	\$0.00	Comcast	Y	2012 - 2013	6/10/2014
Rockdale County	\$0.00	Comcast	Y	2015 - 2017	7/9/2018
Rockmart	\$343.39	Charter	Y	2010 - 2012	12/2/2013
Rossville	\$8,145.26	Comcast	N	2011 - 2013	8/25/2014
Rossville	\$1,201.40	EPB	N	2011 - 2013	8/25/2014
Sandersville	\$46.37	Charter	Y	2013 - 2015	8/4/2017
Social Circle	\$0.00	Comcast	Y	2010 - 2012	11/21/2013
Social Circle	\$0.00	Comcast	Y	2015 - 2017	5/9/2017
St Marys	\$1,227.03	Comcast	Y	2012 - 2014	3/30/2015
St Marys	\$18,348.92	TDS	Y	2012 - 2014	7/22/2015
St Marys	\$4,878.00	Comcast	Y	2016 - 2019	5/7/2019
St Marys	\$1,681.00	TDS	Y	2016 - 2019	6/9/2019
Savannah	\$139,282.06	Comcast	N	2011 - 2013	3/26/2014
Savannah	\$270,000.00	Uniti Fiber	Y	2018 - 2020	2/18/2020
Senioa	\$0.00	Comcast	Y	2010 - 2012	10/9/2013
Senoia	\$3,983.00	Comcast	Y	2016 - 2019	10/15/2019
Shiloh	\$2,772.00	Windstream	Y	2015 - 2017	5/30/2018
Sky Valley	\$387.67	TruVista	Y	2010 - 2012	12/2/2013
Sky Valley	\$83.50	TruVista	Y	2015 - 2017	6/1/2018
Smyrna	\$0.00	Comcast	Y	2011 - 2013	3/17/2014
Smyrna	\$63,288.61	Tower Cloud	Y	N/A	1/30/2014
Smyrna	\$5,955.69	AT&T	Y	2012 - 2015	1/20/2016
Snellville	\$32,310.00	Comcast	Y	2014 - 2017	2/23/2018
Snellville	\$0.00	AT&T	Y	2012 - 2015	N/A
Social Circle	\$0.00	Comcast	Y	2010 - 2012	11/21/2013
Social Circle	\$0.00	Comcast	Y	2015 - 2017	5/6/2018
Springfield	\$1,691.54	Comcast	Y	2010 - 2012	12/18/2013
Statesboro	\$0.00	Northland	Y	2011 - 2013	6/30/2014
Statesboro	\$16,299.80	Uniti Fiber	Y	2016 - 2019	
Statham	\$0.00	Comcast	Y	2010 - 2013	8/1/2013
Statham	\$2,409.00	Comcast	Y	2016 - 2019	10/9/2019
Stockbridge	\$1,054.16	Charter	Y	2010 - 2012	1/16/2014
Stonecrest	\$27,915.00	Comcast	Y	2015 - 2017	11/23/2018
Stonecrest	\$120,000.00	AT&T	Y	2015 - 2017	11/2/2018
Stone Mountain	\$21,737.00	Comcast	Y	2014 - 2017	2/9/2018
Summerville	\$303.61	Charter	Y	2010 - 2012	12/2/2013
Suwanee	\$1,129.58	Charter	Y	2010 - 2012	12/2/2013
Suwanee	\$638.65	AT&T	Y	2011 - 2013	3/4/2014
Sylvania	\$2,544.39	Comcast	Y	2010 - 2012	12/16/2013
Sylvania	\$588.00	Comcast	Y	2016 - 2019	10/15/2019
Tallapoosa	\$8,514.94	Comcast	Y	2010 - 2012	1/14/2014
Tallapoosa	\$0.00	Comcast	Y	2016 - 2019	10/18/2019
Talmo	\$0.00	Comcast	N	2012 - 2014	6/3/2015
Thomaston	\$597.60	Charter	Y	2010 - 2012	9/19/2013
Thomson	\$8,410.18	Comcast	Y	2010 - 2012	12/18/2013
Thomson	\$851.00	Comcast	Y	2015 - 2018	1/24/2019
Thomson	\$8,838.36	Crown Castle	Y	2016 - 2018	2/13/2019
Trion	\$0.00	Charter	Y	2010 - 2012	6/15/2013
Twin City	\$0.00	Comcast	Y	2014 - 2016	6/3/2017
Twin City	\$2,058.98	Comcast	Y	2010 - 2012	2/17/2014
Twin City	\$551.00	Pineland	Y	2013 - 2016	7/31/2017
Tucker	\$16,020.29	Level 3	Y	2015 - 2016	5/12/2017
Tucker	\$17,920.00	Comcast	Y	2016 - 2018	8/6/2018
Union City	\$5,295.89	Level 3	Y	2014 - 2016	5/23/2017
Union City	\$0.00	Comcast	Y	2013 - 2015	12/2/2016
Union City	\$3,360.66	Zayo	Y	2018 - 2019	4/4/2019
Union Point	\$0.00	Comcast	Y		12/2/2016
Valdosta	\$115,513.46	Mediacom	Y	2010 - 2012	5/13/2013
Vienna	\$0.00	Mediacom	Y	2010 - 2012	12/31/2013
Varnell	\$0.00	Charter	Y	2008 - 2011	3/21/2013
Warner Robins	\$3,214.55	Watson Cable	Y	2011 - 2013	9/1/2014
Warner Robins	\$108,861.00	Cox Communications	Y	2015 - 2017	5/21/2018
Washington	\$8,909.27	Comcast	Y	2011 - 2013	3/14/2014
Waynesboro	\$9,019.43	Comcast	Y	2011 - 2013	5/1/2014
West Point	\$1,996.03	Charter	Y	2013 - 2014	2/6/2015

West Point	\$309.73	Charter	Y	2010 - 2012	5/30/2013
West Point	\$25,544.65	Knology	Y	2009 - 2011	8/5/2012
Whitesburg	\$0.00	Comcast	Y	2016 - 2018	10/10/2018
Winder	\$0.00	Comcast	Y	2010 - 2012	5/16/2013
Woodbine	\$370.16	Comcast	Y	2011 - 2013	3/31/2014
Woodbine	\$10,404.15	Alma Telephone	Y	2017 - 2019	1/13/2020
Woodstock	\$184,277.00	Comcast	Y	2016 - 2018	7/9/2019
Woodstock	\$356.00	AT&T	y	2016 - 2019	2/19/2019
Wrens	\$11,674.48	Comcast	Y	2010 - 2013	11/27/2013
Total	\$5,543,074.25				



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender, with GMA, also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

FACTS AND ISSUES:

The City of Flowery Branch desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City. Currently, staff does not have a way to monitor/audit that the City is receiving all right of way revenue due from telecommunications/cable companies within our City. The Georgia Municipal Association, Inc. has available a telecommunications and right-of-way management program to assist the City with this monitoring.

This agreement will cover consulting services in the following areas:

- a) Local Franchise Management, as more fully described in Section 2 of the attached agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of the attached agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of the attached agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of the attached agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of the attached agreement.

With COVID-19 creating a future of uncertain revenue projections, it is recommended to examine the fullest collection of current fees. We believe this effort will result in a more complete and accurate payment of these franchise fees.

The total cost for FY2021 is \$4,443.04 (the annual program fee is based on \$0.56 per capita)

OPTIONS:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021 or continue as is.

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

No

AMOUNT AND SOURCE OF FUNDS:

FY2021 Budget Process

RECOMMENDATION:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021, including Resolution 20-013 , as presented.

SAMPLE MOTION:

I make a motion to approve the GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013 as presented.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Bill Andrew

ATTACHMENTS

- [EXECUTIVE SUMMARY - Telecommunications ROW TRM Program.pdf](#)
- [TRM Agreement for Flowery Branch including Resolution 20-013.pdf](#)
- [GMA Franchise Fee Recovery .pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-017 for 5512 Main Street Roof Repairs

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

In 2009, the City received a quote to repair and replace the old Police Station roof for a total of \$16,868. The old Police Station roof is smaller than the roof located at 5512-5514 Main Street. In 2019, we received a quote for Spray Polyurethane Foam roofing at 5512-5514 Main Street for \$15,975 but this quote did not include new decking, removing the old roof, etc. The decking has some rot and needs to be addressed. The quote presented to you includes many more repairs since the roof is now leaking.

FACTS AND ISSUES:

Management did not put out a formal bid due to inability of getting a response to this size and type of job presented. Management attempted to acquire three quotes from MC Superior Roofing, North Georgia Roofing, and Iron Ladder Contractors, LLC. There was only one quote received from Iron Ladder Contractors, LLC in the amount of \$19,750.

Funding for this project will come from the Local Resources Fund.

OPTIONS:

Approve Resolution 20-017 for 5512-5514 Main Street Roof Repairs in the amount of \$19,750, plus 10% contingency, totaling \$21,725 with Iron Ladder Contractors, LLC.

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

No

AMOUNT AND SOURCE OF FUNDS:

\$21,725 from the Local Resources Fund Balance

RECOMMENDATION:

Approve Resolution 20-017 for 5512 Main Street Roof Repairs by Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

SAMPLE MOTION:

I make a motion to approve Resolution 20-017 for 5512-5514 Main Street Roofing Repairs, awarding the quote from Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Resolution 20-017 5512-5514 Main Street Roofing Repairs.pdf](#)
- [Resolution 20-017 5512-5514 Main Street Roof Repairs.pdf](#)
- [FB Roof Replacement Contract.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-017 for 5512-5514 Main Street Roof Repairs and award quote with Iron Ladder Contractors, LLC.

DATE: May 26, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: June 4, 2020

PURPOSE: Consider Resolution 20-017 for 5512-5514 Main Steet Roof Repairs by Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

HISTORY: In 2009, the City received a quote to repair and replace the old Police Station roof for a total of \$16,868. The old Police Station roof is smaller than the roof located at 5512-5514 Main Street. In 2019, we received a quote for Spray Polyurethane Foam roofing at 5512-5514 Main Street for \$15,975 but this quote did not include new decking, removing the old roof, etc. The decking has some rot and needs to be addressed. The quote presented to you includes many more repairs since the roof is now leaking.

FACTS AND ISSUES:

Management did not put out a formal bid due to inability of getting a response to this size and type of job presented. Management attempted to acquire three quotes from MC Superior Roofing, North Georgia Roofing, and Iron Ladder Contractors, LLC. There was only one quote received from Iron Ladder Contractors, LLC in the amount of \$19,750.

Funding for this project will come from the Local Resources Fund.

OPTIONS: Approve Resolution 20-017 for 5512-5514 Main Street Roof Repairs in the amount of \$19,750, plus 10% contingency, totaling \$21,725 with Iron Ladder Contractors, LLC.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 20-017 for 5512-5514 Main Street Roofing Repairs, awarding the quote from Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

DEPARTMENT: Finance (and Public Works)

Prepared by: Alisha Gamble

RESOLUTION NO.: 20-017

**REAPPROPRIATION OF FISCAL YEAR 2020 FUNDS FOR 5512-5514
MAIN STREET ROOF REPAIRS BY IRON LADDER
CONTRACTORS, LLC.**

WHEREAS, City Council approved the budget for fiscal year 2020 for the City of Flowery Branch on June 27, 2019; and

WHEREAS, the City of Flowery Branch has a need for roof repairs at 5512-5514 Main Street in the amount of \$19,750, plus 10% contingency of \$1,975, totaling \$21,725; and

WHEREAS, the City of Flowery Branch Public Works Department will manage and complete the repairs project with Iron Ladder Contractors, LLC; and

WHEREAS, City Council allocated \$986,765 from the General Fund to the Local Resources Fund through the fiscal 2020 budget process; and

WHEREAS, administration is requesting allocation of a portion of these funds in the total amount of \$21,725 for 5512-5514 Main Street roof repairs and award quote from Iron Ladder Contractors, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the governing body for the City of Flowery Branch hereby authorizes said project funding from the Local Resources Fund in a total amount of \$21,725 for the above-mentioned project.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and City Attorney are authorized to sign documents that may be necessary to complete these projects.

RESOLVED this 4th day of June 2020.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Client: City of Flowery Branch
 Address: 5410 West Pine Street
Flowery Branch, GA 30542

Phone Number: 770-967-6371 Email: N/A

EXTERIOR

5512 Main Street, Flowery Branch, GA 30542

- **Remove existing modified bitumen roofing system on both suites attached to both address**
- **Assess deck sheathing and if needed, replace the deck sheathing system per code standards**
- **Replace all flashings, including at parapet wall junctions**
- **Install APP modified bitumen roofing system via hot torch method**
- **Install new parapet flashings and pipe boots as needed**

Additional repairs to structure, if necessary due to water intrusion damage, would be at additional cost.

All prices include for both labor and material

PAYMENT BREAKDOWN

Roofing Replacement:	<u>\$ 16,500.00</u>
Deck Replacement:	<u>\$ 3,250.00</u>
Total:	<u>\$ 19,750.00</u>

- 1) 40% deposit due at time of scheduling work
- 2) Remainder due at completion of work
- 3) Decking cost due at time it is known to be required, after removal of roofing surface

ACKNOWLEDGEMENT:

I (we), as the customer, agree to pay [Iron Ladder Contractors LLC](#) all amounts up to the total amount of this specified agreement. Customer understands that [Iron Ladder Contractors LLC](#) is acting as their contractor and is entitled to payment of overhead and profit that is included within price given:

Customer's Initials: _____

CANCELLATION:

Acceptance of this agreement will be binding and the homeowner may cancel within 3 days of signing unless [Iron Ladder Contractors LLC](#) has invested time to secure approval of repairs from carrier.

Customer's Initials: _____

LIMITED WARRANTY:

Roof Replacement is 5 years and 1 year on all other replacements or repairs. No warranty exists until agreement is paid in full.

Customer Signature: _____ Date: _____

This contract and any agreement made pursuant thereto are between Iron Ladder Contractors LLC, hereafter referred to as "Company," and the Customer(s) named herein will be subject to all appropriate laws, regulations, and ordinances of the state of GA of these United States.

1. All contracts are subject to approval of our primary office without exception. The person executing this contract must obtain the approval of the officer of the Company for this contract to be effective under any conditions.
2. Should default be made in payment of this contract, charges shall be added from the date thereof at a rate of seven (7) percent per month with a minimum charge of \$15.00/month. If the account is placed into collections, then all attorney's fees and legal filing fees shall be paid by customer accepting contract.
3. **DAMAGE TO PROPERTY:** Customer agrees to inspect for damage to customer's property immediately after completion of work. If customer is aware of damage to the property caused by Company or any of their subcontractors, customer agrees to notify Company in writing within two (2) days.
4. The Company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other sources beyond the control of the company, whether of a similar or dissimilar nature. This includes delays in the project due to design changes, additions to the scope of work, or indecision on the part of the customer, or due to the work of other subcontractors not hired by the Company.
5. Any changes in design, additional work, or other issues pertaining to work must be brought to the attention of and discussed directly with your representative from the Company. Any such items should not be handled directly with subcontractors or employees of Company, and any decisions, changes, or discussions made with such individual will be held as invalid and immaterial to this contract.
6. If material must be reordered, returned, or restocked because of a cancellation by the customer, there will be a fee equal to 20% of all materials returned, reordered, or otherwise unable to be used as intended in addition to costs incurred.
7. If this contract is cancelled by the customer later than three (3) days from initial execution, then customer shall pay to the company 20% of the contract price for reasonable and just compensation of labor and material subcontract cancellation fees and potential work lost due to conflict of schedule. This is in addition to any costs incurred for work performed or other amounts due per the attached payment schedule of the contract.

8. Payments should be made as per the attached payment schedule of each contract. Check, money order, or cash payments are accepted without fee. ACH transfers through our accounting software, FreshBooks, can be made with a 1% fee added to the overall total. Credit card payments from companies accepted by FreshBooks are accepted with an additional 2.99% fee added to total of payment.
9. Any changes to the scope of work and/or product included for within this contract shall be signed onto by both parties of the contract (Company and customer) before work begins on such changes. Any additional amounts owed due to changes in the scope of work shall be due immediately upon signing of the change order contract by both parties.
10. **MEDIA RELEASE:** Customer agrees to allow Company free license, use, and ownership of all pictures of the jobsite, including pre-work conditions, updates to work progress, and post-work conditions. If Customer wishes to opt out of this clause then there will be an additional charge added to the overall project for lost referral revenue potential equal to 5% of the total cost of work.
11. **SEVERABILITY:** If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
12. **COMPLIANCE OF LAW:** Company shall comply with all applicable federal, state and local laws, statues, rules, regulations and orders, including, without limit, licensing and certification requirements, environmental laws, health and safety laws, worker health and safety laws and laws pertaining to labor wages, hours and other conditions of employment.
13. **LIENS:** Company and their lower tier subcontractors shall perform and complete the Services in a good and workmanlike manner and free of any and all materialmen's liens, other liens, encumbrances, stop notices, charges impositions, garnishments and attachments upon or against the real property upon which the Services are being performed or on any equipment or materials located on the real property where the Services are being performed so long as payment has been made in full for the contracted amount, plus any additional change orders. If payment is not made then this clause is null and void, and lien may be placed by both Contractor and Subcontractor for any unpaid amounts.
14. **ARBITRATION:** If a claim is made against Company for inadequate, negligent or improper performance of Services by Company pursuant to this Agreement, any party to the Agreement may demand that any such disputes be determined by binding arbitration. In that event, the party alleging such deficient performance will select an arbitrator and Company will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay any fees and costs of the arbitrator selected by that party, and the

expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the State of Georgia. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators shall be binding upon the parties.

15. **ATTORNEY'S FEES:** In the event of any litigation or arbitration involving this Agreement to enforce any provision hereof, or to enforce any remedy available upon default or obtain a declaration of rights hereunder, the prevailing party shall be entitled to recover from the other attorneys' fees and other costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of the litigation or arbitration.
16. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement.
17. **CHOICE OF LAW:** This Agreement shall be governed by the laws of, and all actions in connection with this Agreement brought and heard in the State of Georgia.
18. Any representations, statements, or other communications not written on this contract, are agreed to be immaterial, not relied upon by either party, and do not survive the execution of this contract.
19. In the event of default by Company during the progress of work that prevents Company from completing work, the maximum liability for Company shall be the original cost of labor and materials within the contract, less value of work already completed and/or performed, which customer agrees shall be the liquidated sum of damages. Any funds paid in forward, but unused towards progress completion, shall be returned to the customer. Any materials purchased with such funds, but unused, shall also become the possession(s) of the customer for future use.

Customer Signature_____



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-016 for Depot and Caboose Repairs

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

Per our website, the historic depot was built in 1890 and the historic caboose in the late 1800s. As key features to our historic downtown area, city management needs to ensure the preservation of these sites as well as the safety of our citizens when visiting these sites.

FACTS AND ISSUES:

Management did not put out a formal bid due to the inability to get a response to the size and type of job presented. Public Works and administration attempted to acquire three quotes from Gwinnett Window and Door, LLC, Handy Man Service, and Odd Jobbers. There has been no response from Handy Man Service and Odd Jobbers. Gwinnett Windows and Door, LLC, provided a quote for \$24,896.

This quote includes:

1. Roll roofing replacement.
2. Remove and replace the trim.
3. Repair the ceiling.
4. Painting the exterior of the buildings.
5. Repair/replace rotten wood around window frames and door frames and on the exterior.

Funding for this project will come from the Local Resources Fund Balance. At this time, we have over \$1 million in the Local Resources Fund Balance Reserve for future projects.

OPTIONS:

Approve Resolution 20-016 as presented.

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

No

AMOUNT AND SOURCE OF FUNDS:

\$27,386 from the Local Resources Fund Balance

RECOMMENDATION:

Approve Resolution 20-016 for Depot and Caboose Repairs as presented.

SAMPLE MOTION:

I make a motion to approve Resolution 20-016 for Depot and Caboose Repairs, awarding the quote from Gwinnett Window and Door, LLC in the amount of \$24,896, plus 10% contingency (\$2,490), totaling \$27,386.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Resolution 20-016 Depot and Caboose Repairs.pdf](#)
- [Resolution 20-016 Depot and Caboose Repairs.pdf](#)
- [GWD Quote.Caboose.Depot May 2020.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-016 for Depot and Caboose Repairs

DATE: May 26, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: June 4, 2020

PURPOSE: Consider Resolution 20-016 for Depot and Caboose Repairs with Gwinnett Window and Door, LLC for \$24,896 plus 10% contingency (\$2,490), totaling \$27,386.

HISTORY: Per our website, the historic depot was built in 1890 and the historic caboose in the late 1800s. As key features to our historic downtown area, it is vital for city management to ensure the preservation of these sites as well as the safety of our citizens when visiting these sites.

FACTS AND ISSUES:

Management did not put out a formal bid due to inability of getting a response to this size and type of job presented. Management attempted to acquire three quotes from Gwinnett Window and Door, LLC, Handy Man Service, and Odd Jobbers. There has been no response from Handy Man Service and Odd Jobbers. Gwinnett Windows and Door, LLC provided a quote for \$24,896.

This quote includes:

1. Roll roofing replacement.
2. Remove and replace trim.
3. Repair the ceiling.
4. Painting the exterior of the buildings.
5. Repair/replace rotten wood around window frames and door frames and on the exterior.

Funding for this project will come from the Local Resources Fund Balance. At this time, we have over \$1 million in the Local Resources Fund Balance Reserve for future projects.

OPTIONS: Approve Resolution 20-016 for Depot and Caboose Repairs in the amount of \$24,896 with Gwinnett Window and Door, LLC.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 20-016 for Depot and Caboose Repairs, awarding the quote from Gwinnett Window and Door, LLC in the amount of \$24,896, plus 10% contingency (\$2,490), totaling \$27,386.

DEPARTMENT: Finance (and Public Works)

Prepared by: Alisha Gamble

RESOLUTION NO.: 20-016

**REAPPROPRIATION OF FISCAL YEAR 2020 FUNDS FOR
HISTORIC DEPOT AND CABOOSE REPAIRS BY GWINNETT
WINDOW AND DOOR, LLC.**

WHEREAS, City Council approved the budget for fiscal year 2020 for the City of Flowery Branch on June 27, 2019; and

WHEREAS, the City of Flowery Branch has a need for Historic Depot and Caboose repairs in the amount of \$24,896, plus 10% contingency of \$2,490, totaling \$27,386; and

WHEREAS, the City of Flowery Branch Public Works Department will manage and complete the repairs project with Gwinnett Window and Door, LLC; and

WHEREAS, City Council allocated \$986,765 from the General Fund to the Local Resources Fund through the fiscal 2020 budget process; and

WHEREAS, administration is requesting allocation of a portion of these funds in the total amount of \$27,386 for Historic Depot and Caboose Repairs and award quote from Gwinnett Window and Door, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the governing body for the City of Flowery Branch hereby authorizes said project funding from the Local Resources Fund in a total amount of \$27,386 for the above-mentioned project.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and City Attorney are authorized to sign documents that may be necessary to complete these projects.

RESOLVED this 4th day of June 2020.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



Gwinnett Window & Door Inc.

PO Box 2346
2941 Buford Hwy
Buford, Ga. 30515
770-945-3253
Fax 770-945-7228

Bid Details

City Of Flowery Branch

BID DOCUMENTS:

Architect: None

Date 3/5/2020

Project No#

Train Caboose

Siding Repair

Remove and replace 14 sheets t-111

\$3220.00

Trim

Remove and replace 160 LF of 1x4 Trim

\$800.00

Repair T & G Ceiling 72LF

\$648.00

Roll Roofing

Remove And replace Roll Roofing

\$1500.00

Paint Caboose

Paint exterior and interior

\$3900.00

Train Depot

Window Sash repair. 7 Sashes

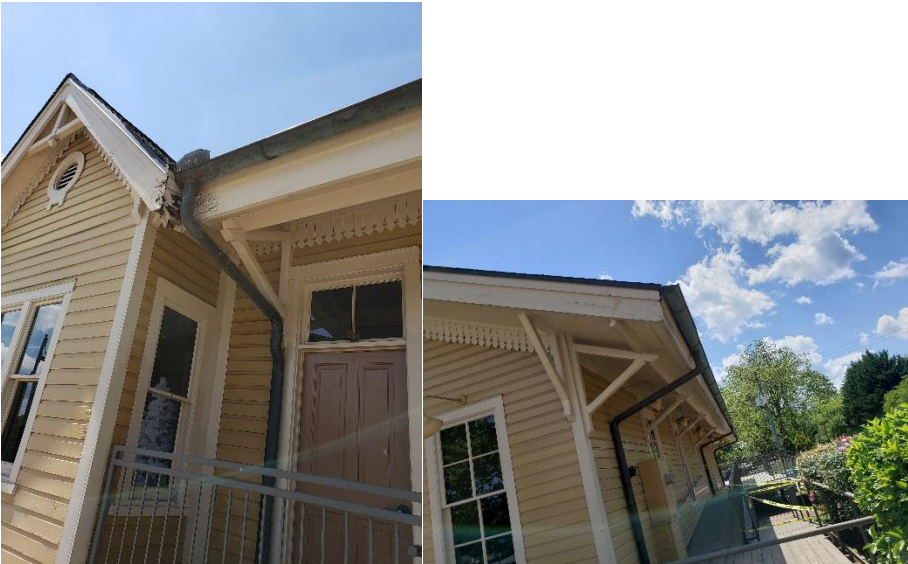
\$1828.00





Figure 1Qty. 2

Fascia Repair 4 Outside corners and 2 inside corners **\$1500.00**



Paint exterior **\$11,500.00**

Bid Notes

No Inside work at depot Included.

No Work at city hall Included

\$24,896.00

Price Subject to change

Gwinnett Window & Door Inc. assume no Responsibility from errors resulting from the use of Drawings provided. All window and Door opening shall be proper size and shall be plumb, level and in the proper location and alignment as shown on the architect's drawings

It is the responsibility of the customer to verified rough openings are correct.

Certain Materials In this Bid May Not Fully Comply with The Plans or Specification



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Per Diem-James Miller

COUNCIL MEETING DATE: June 4, 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:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [May 2020 Per Diem.pdf](#)



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

NAME Mike Miller

MONTH/YEAR May 2020

	MEETING DATE	DESCRIPTION OF MEETING
1	5/8/2020	EDC Meeting
2	5/12/2020	MPO Meeting
3	5/19/2020	South Hall Business Coalition Meeting
4	5/20/2020	Transportation Forum
5	5/28/2020	Chamber Board Meeting

My signature certifies that I am eligible to be paid for 5 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$250.00(\$50.00 per mtg)

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 4, 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.

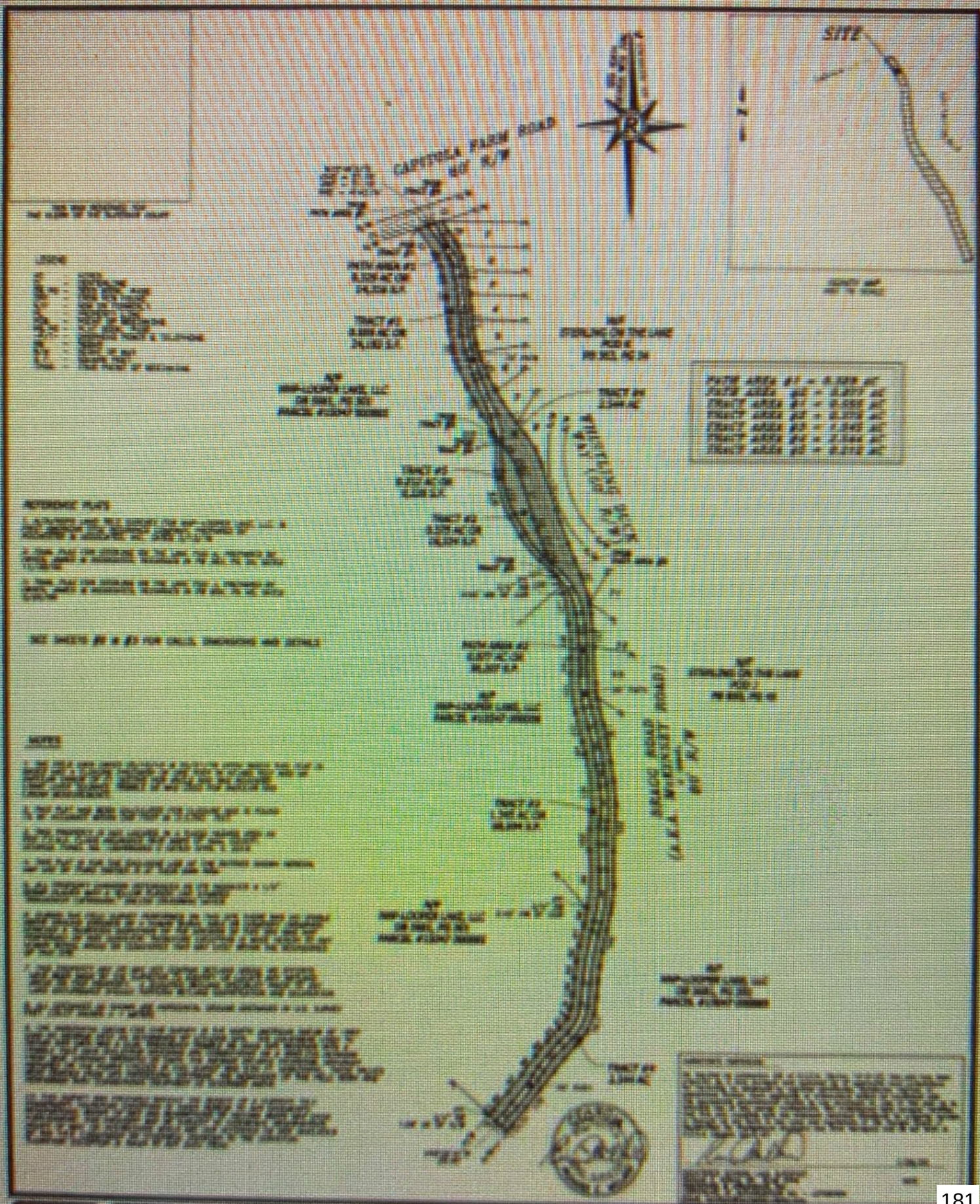
COLLABORATING DEPARTMENT:

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 1-37)

NO.	DATE	TIME	AC.	WAVE
1	10/10/68	10:00	10.0	10.0
2	10/10/68	10:05	10.1	10.1
3	10/10/68	10:10	10.2	10.2
4	10/10/68	10:15	10.3	10.3
5	10/10/68	10:20	10.4	10.4
6	10/10/68	10:25	10.5	10.5
7	10/10/68	10:30	10.6	10.6
8	10/10/68	10:35	10.7	10.7
9	10/10/68	10:40	10.8	10.8
10	10/10/68	10:45	10.9	10.9
11	10/10/68	10:50	11.0	11.0
12	10/10/68	10:55	11.1	11.1
13	10/10/68	11:00	11.2	11.2
14	10/10/68	11:05	11.3	11.3
15	10/10/68	11:10	11.4	11.4
16	10/10/68	11:15	11.5	11.5
17	10/10/68	11:20	11.6	11.6
18	10/10/68	11:25	11.7	11.7
19	10/10/68	11:30	11.8	11.8
20	10/10/68	11:35	11.9	11.9
21	10/10/68	11:40	12.0	12.0
22	10/10/68	11:45	12.1	12.1
23	10/10/68	11:50	12.2	12.2
24	10/10/68	11:55	12.3	12.3
25	10/10/68	12:00	12.4	12.4
26	10/10/68	12:05	12.5	12.5
27	10/10/68	12:10	12.6	12.6
28	10/10/68	12:15	12.7	12.7
29	10/10/68	12:20	12.8	12.8
30	10/10/68	12:25	12.9	12.9
31	10/10/68	12:30	13.0	13.0
32	10/10/68	12:35	13.1	13.1
33	10/10/68	12:40	13.2	13.2
34	10/10/68	12:45	13.3	13.3
35	10/10/68	12:50	13.4	13.4
36	10/10/68	12:55	13.5	13.5
37	10/10/68	13:00	13.6	13.6

TRACT 2 CAGE TABLE
(TABLES 38-59)

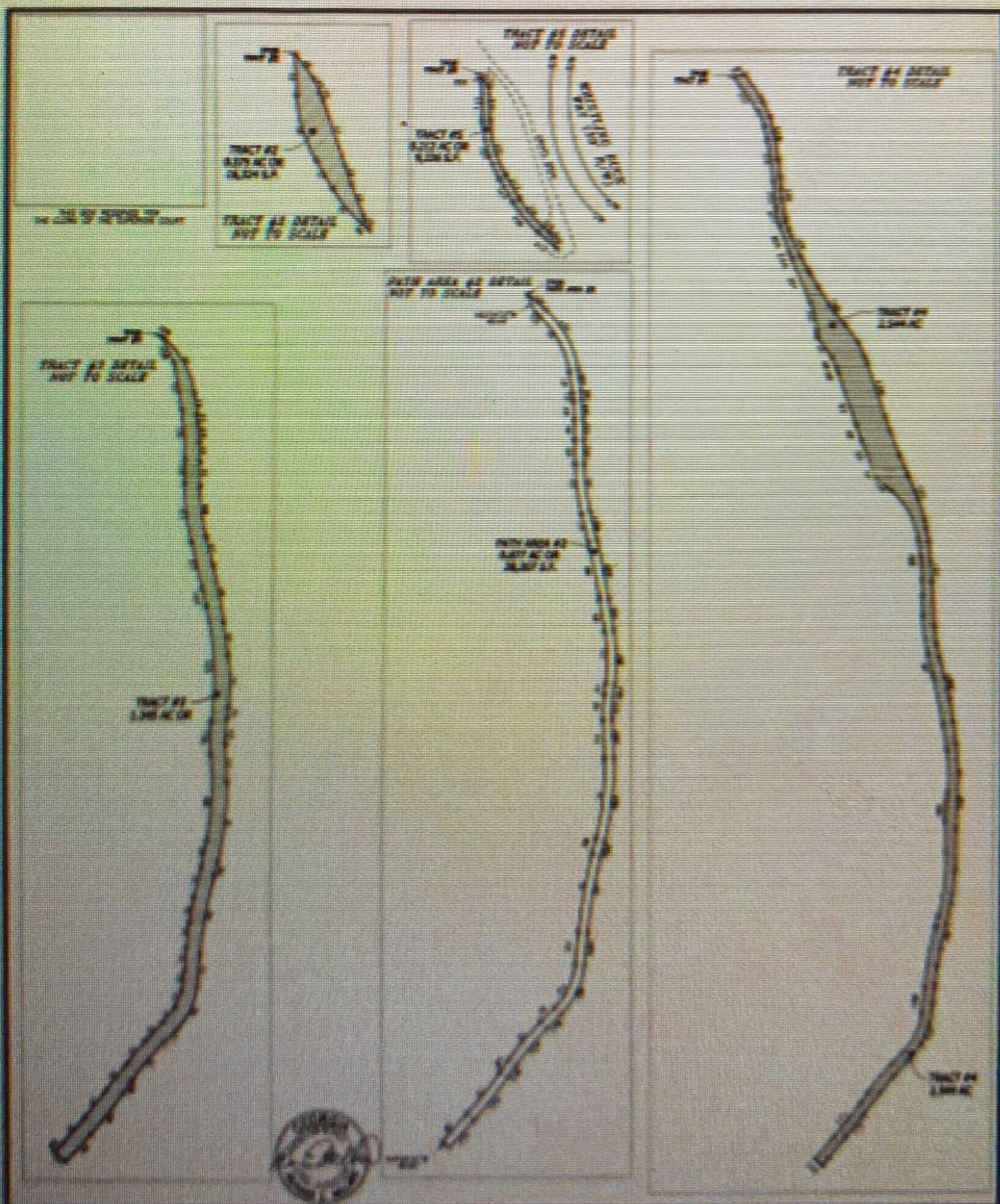
NO.	DATE	TIME	AC.	WAVE
1	10/10/68	13:05	13.7	13.7
2	10/10/68	13:10	13.8	13.8
3	10/10/68	13:15	13.9	13.9
4	10/10/68	13:20	14.0	14.0
5	10/10/68	13:25	14.1	14.1
6	10/10/68	13:30	14.2	14.2
7	10/10/68	13:35	14.3	14.3
8	10/10/68	13:40	14.4	14.4
9	10/10/68	13:45	14.5	14.5
10	10/10/68	13:50	14.6	14.6
11	10/10/68	13:55	14.7	14.7
12	10/10/68	14:00	14.8	14.8
13	10/10/68	14:05	14.9	14.9
14	10/10/68	14:10	15.0	15.0
15	10/10/68	14:15	15.1	15.1
16	10/10/68	14:20	15.2	15.2
17	10/10/68	14:25	15.3	15.3
18	10/10/68	14:30	15.4	15.4
19	10/10/68	14:35	15.5	15.5
20	10/10/68	14:40	15.6	15.6
21	10/10/68	14:45	15.7	15.7
22	10/10/68	14:50	15.8	15.8
23	10/10/68	14:55	15.9	15.9
24	10/10/68	15:00	16.0	16.0
25	10/10/68	15:05	16.1	16.1
26	10/10/68	15:10	16.2	16.2
27	10/10/68	15:15	16.3	16.3
28	10/10/68	15:20	16.4	16.4
29	10/10/68	15:25	16.5	16.5
30	10/10/68	15:30	16.6	16.6
31	10/10/68	15:35	16.7	16.7
32	10/10/68	15:40	16.8	16.8
33	10/10/68	15:45	16.9	16.9
34	10/10/68	15:50	17.0	17.0
35	10/10/68	15:55	17.1	17.1
36	10/10/68	16:00	17.2	17.2
37	10/10/68	16:05	17.3	17.3
38	10/10/68	16:10	17.4	17.4
39	10/10/68	16:15	17.5	17.5
40	10/10/68	16:20	17.6	17.6
41	10/10/68	16:25	17.7	17.7
42	10/10/68	16:30	17.8	17.8
43	10/10/68	16:35	17.9	17.9
44	10/10/68	16:40	18.0	18.0
45	10/10/68	16:45	18.1	18.1
46	10/10/68	16:50	18.2	18.2
47	10/10/68	16:55	18.3	18.3
48	10/10/68	17:00	18.4	18.4
49	10/10/68	17:05	18.5	18.5
50	10/10/68	17:10	18.6	18.6
51	10/10/68	17:15	18.7	18.7
52	10/10/68	17:20	18.8	18.8
53	10/10/68	17:25	18.9	18.9
54	10/10/68	17:30	19.0	19.0
55	10/10/68	17:35	19.1	19.1
56	10/10/68	17:40	19.2	19.2
57	10/10/68	17:45	19.3	19.3
58	10/10/68	17:50	19.4	19.4
59	10/10/68	17:55	19.5	19.5

TRACT 3 CAGE TABLE
(TABLES 60-81)

NO.	DATE	TIME	AC.	WAVE
1	10/10/68	17:55	19.6	19.6
2	10/10/68	18:00	19.7	19.7
3	10/10/68	18:05	19.8	19.8
4	10/10/68	18:10	19.9	19.9
5	10/10/68	18:15	20.0	20.0
6	10/10/68	18:20	20.1	20.1
7	10/10/68	18:25	20.2	20.2
8	10/10/68	18:30	20.3	20.3
9	10/10/68	18:35	20.4	20.4
10	10/10/68	18:40	20.5	20.5
11	10/10/68	18:45	20.6	20.6
12	10/10/68	18:50	20.7	20.7
13	10/10/68	18:55	20.8	20.8
14	10/10/68	19:00	20.9	20.9
15	10/10/68	19:05	21.0	21.0
16	10/10/68	19:10	21.1	21.1
17	10/10/68	19:15	21.2	21.2
18	10/10/68	19:20	21.3	21.3
19	10/10/68	19:25	21.4	21.4
20	10/10/68	19:30	21.5	21.5
21	10/10/68	19:35	21.6	21.6
22	10/10/68	19:40	21.7	21.7
23	10/10/68	19:45	21.8	21.8
24	10/10/68	19:50	21.9	21.9
25	10/10/68	19:55	22.0	22.0
26	10/10/68	20:00	22.1	22.1
27	10/10/68	20:05	22.2	22.2
28	10/10/68	20:10	22.3	22.3
29	10/10/68	20:15	22.4	22.4
30	10/10/68	20:20	22.5	22.5
31	10/10/68	20:25	22.6	22.6
32	10/10/68	20:30	22.7	22.7
33	10/10/68	20:35	22.8	22.8
34	10/10/68	20:40	22.9	22.9
35	10/10/68	20:45	23.0	23.0
36	10/10/68	20:50	23.1	23.1
37	10/10/68	20:55	23.2	23.2
38	10/10/68	21:00	23.3	23.3
39	10/10/68	21:05	23.4	23.4
40	10/10/68	21:10	23.5	23.5
41	10/10/68	21:15	23.6	23.6
42	10/10/68	21:20	23.7	23.7
43	10/10/68	21:25	23.8	23.8
44	10/10/68	21:30	23.9	23.9
45	10/10/68	21:35	24.0	24.0
46	10/10/68	21:40	24.1	24.1
47	10/10/68	21:45	24.2	24.2
48	10/10/68	21:50	24.3	24.3
49	10/10/68	21:55	24.4	24.4
50	10/10/68	22:00	24.5	24.5
51	10/10/68	22:05	24.6	24.6
52	10/10/68	22:10	24.7	24.7
53	10/10/68	22:15	24.8	24.8
54	10/10/68	22:20	24.9	24.9
55	10/10/68	22:25	25.0	25.0
56	10/10/68	22:30	25.1	25.1
57	10/10/68	22:35	25.2	25.2
58	10/10/68	22:40	25.3	25.3
59	10/10/68	22:45	25.4	25.4
60	10/10/68	22:50	25.5	25.5
61	10/10/68	22:55	25.6	25.6
62	10/10/68	23:00	25.7	25.7
63	10/10/68	23:05	25.8	25.8
64	10/10/68	23:10	25.9	25.9
65	10/10/68	23:15	26.0	26.0
66	10/10/68	23:20	26.1	26.1
67	10/10/68	23:25	26.2	26.2
68	10/10/68	23:30	26.3	26.3
69	10/10/68	23:35	26.4	26.4
70	10/10/68	23:40	26.5	26.5
71	10/10/68	23:45	26.6	26.6
72	10/10/68	23:50	26.7	26.7
73	10/10/68	23:55	26.8	26.8
74	10/10/68	24:00	26.9	26.9
75	10/10/68	24:05	27.0	27.0
76	10/10/68	24:10	27.1	27.1
77	10/10/68	24:15	27.2	27.2
78	10/10/68	24:20	27.3	27.3
79	10/10/68	24:25	27.4	27.4
80	10/10/68	24:30	27.5	27.5
81	10/10/68	24:35	27.6	27.6

TRACT 4 CAGE TABLE
(TABLES 82-103)

NO.	DATE	TIME	AC.	WAVE
1	10/10/68	24:40	27.7	27.7
2	10/10/68	24:45	27.8	27.8
3	10/10/68	24:50	27.9	27.9
4	10/10/68	24:55	28.0	28.0
5	10/10/68	25:00	28.1	28.1
6	10/10/68	25:05	28.2	28.2
7	10/10/68	25:10	28.3	28.3
8	10/10/68	25:15	28.4	28.4
9	10/10/68	25:20	28.5	28.5
10	10/10/68	25:25	28.6	28.6
11	10/10/68	25:30	28.7	28.7
12	10/10/68	25:35	28.8	28.8
13	10/10/68	25:40	28.9	28.9
14	10/10/68	25:45	29.0	29.0
15	10/10/68	25:50	29.1	29.1
16	10/10/68	25:55	29.2	29.2
17	10/10/68	26:00	29.3	29.3
18	10/10/68	26:05	29.4	29.4
19	10/10/68	26:10	29.5	29.5
20	10/10/68	26:15	29.6	29.6
21	10/10/68	26:20	29.7	29.7
22	10/10/68	26:25	29.8	29.8
23	10/10/68	26:30	29.9	29.9
24	10/10/68	26:35	30.0	30.0
25	10/10/68	26:40	30.1	30.1
26	10/10/68	26:45	30.2	30.2
27	10/10/68	26:50	30.3	30.3
28	10/10/68	26:55	30.4	30.4
29	10/10/68	27:00	30.5	30.5
30	10/10/68	27:05	30.6	30.6
31	10/10/68	27:10	30.7	30.7
32	10/10/68	27:15	30.8	30.8
33	10/10/68	27:20	30.9	30.9
34	10/10/68	27:25	31.0	31.0
35	10/10/68	27:30	31.1	31.1
36	10/10/68	27:35	31.2	31.2
37	10/10/68	27:40	31.3	31.3
38	10/10/68	27:45	31.4	31.4
39	10/10/68	27:50	31.5	31.5
40	10/10/68	27:55	31.6	31.6
41	10/10/68	28:00	31.7	31.7
42	10/10/68	28:05	31.8	31.8
43	10/10/68	28:10	31.9	31.9
44	10/10/68	28:15	32.0	32.0
45	10/10/68	28:20	32.1	32.1
46	10/10/68	28:25	32.2	32.2
47	10/10/68	28:30	32.3	32.3
<				



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5	6
7	8
9	10

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"

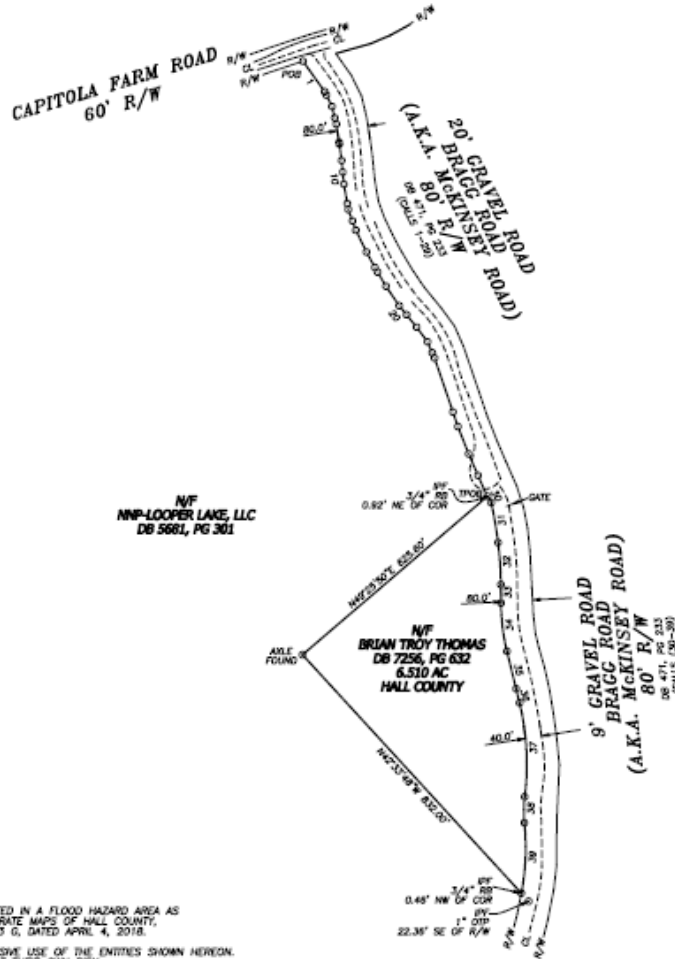
LEGEND

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	26.82		
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°38'15"E	25.25		
28	S21°38'15"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	241.85	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-LOOP 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.



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.

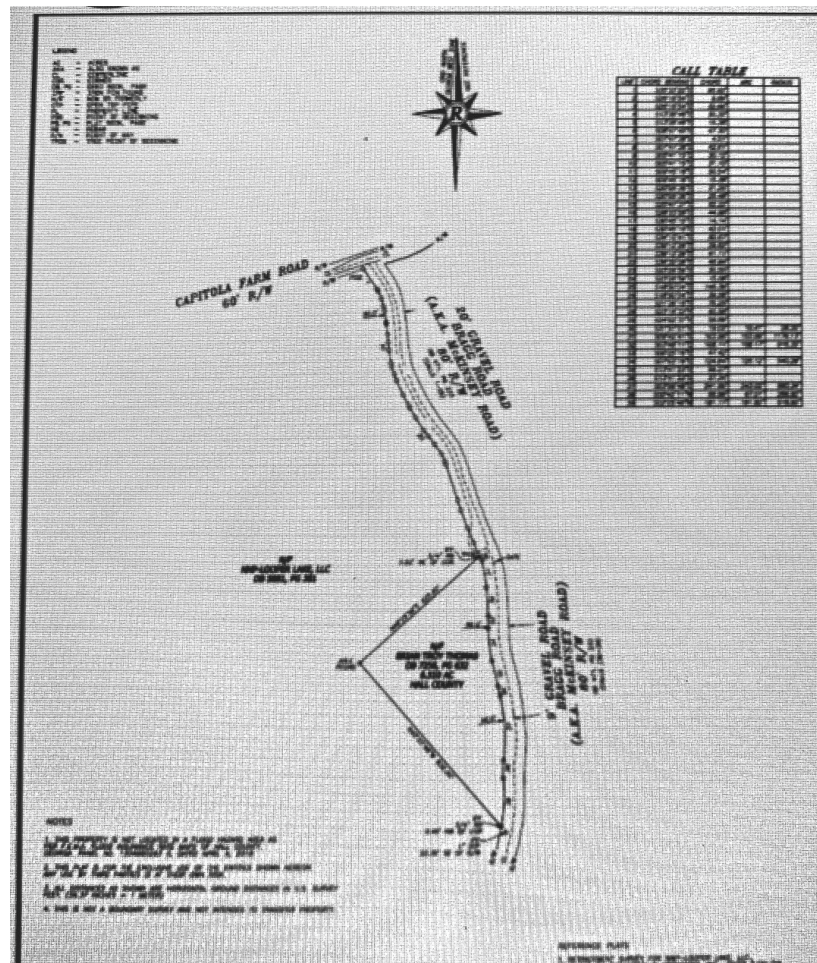
Michael Miller, Mayor

Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney

Exhibit 'A'





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 4, 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

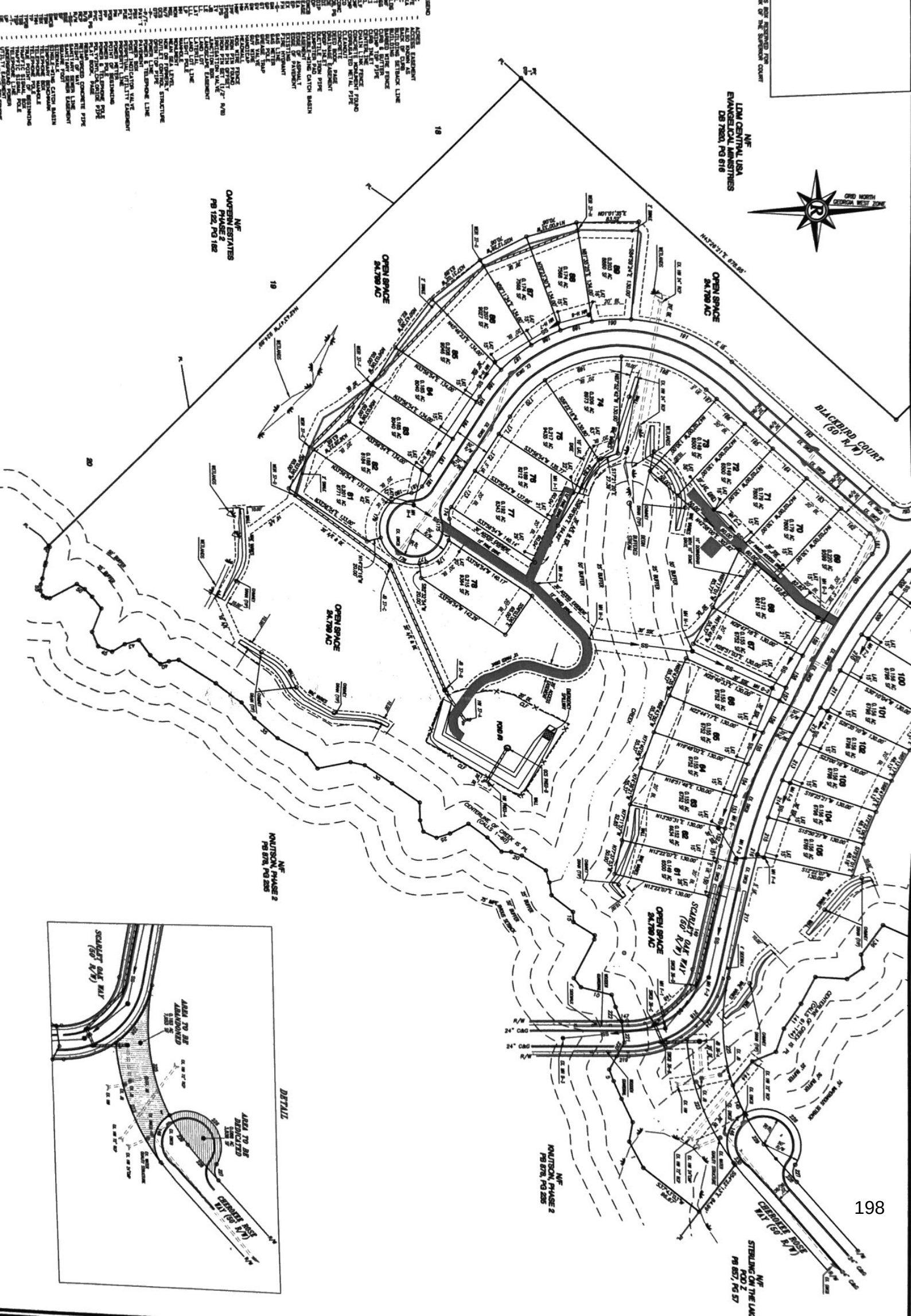
Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, City Attorney



NF
LDM CENTRAL USA
EVANGELICAL MINISTRIES
DB 7801, PG 676



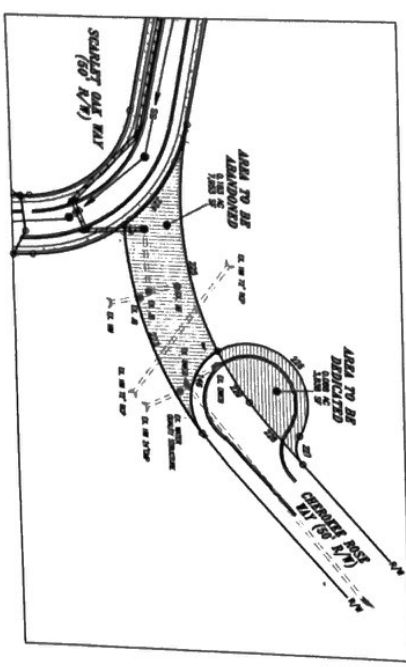
NF
OAKTOWN ESTATES
PHASE 2
PB 122, PG 182

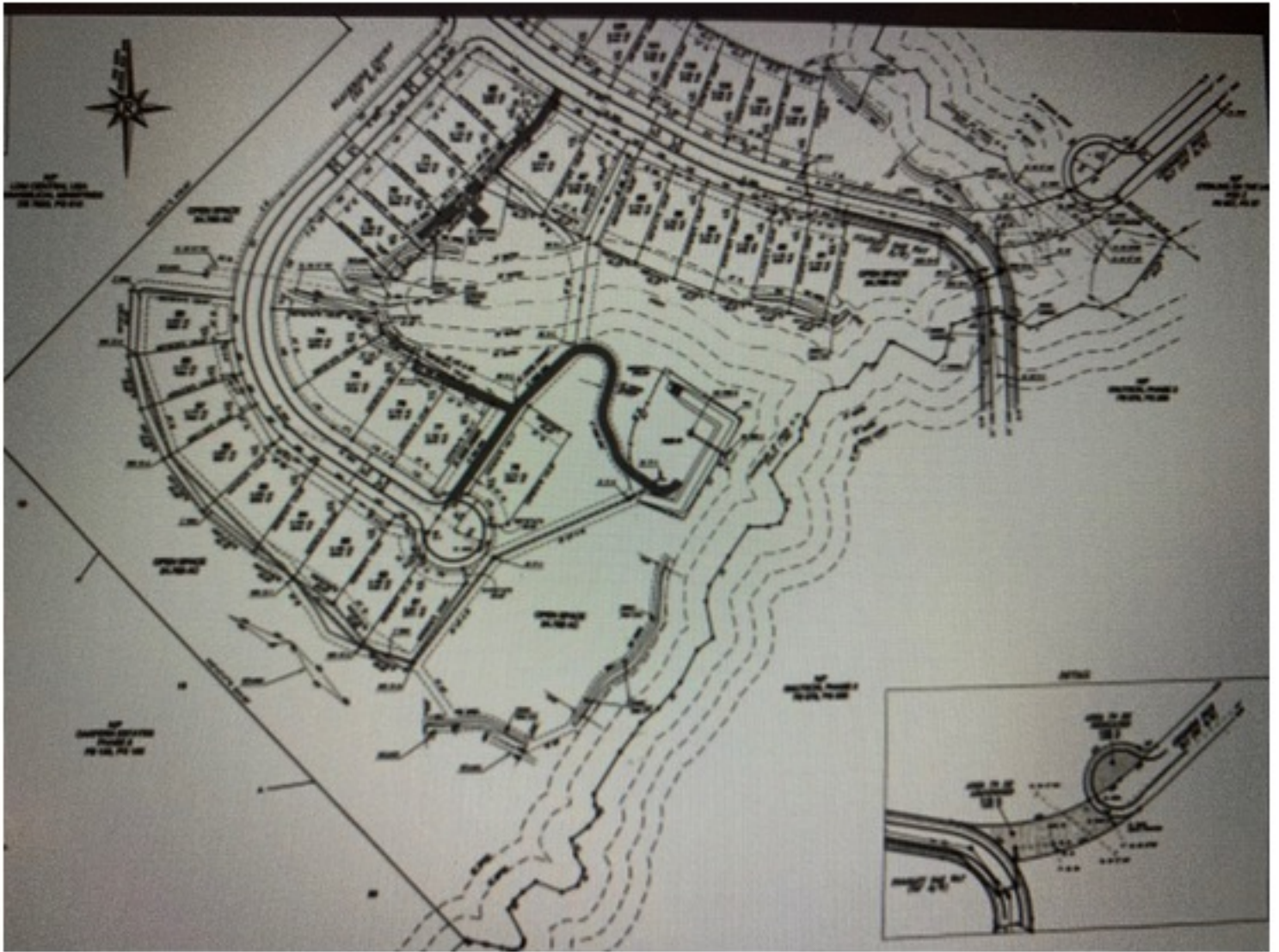
NF
HOUTSON PHASE 2
PB 676, PG 285

NF
HOUTSON PHASE 2
PB 676, PG 285

NF
STERLING ON THE LAKE
POD 2
PB 657, PG 57

DETAIL







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Applying for the Tree City USA Program

COUNCIL MEETING DATE: June 4, 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:

UPDATED INFORMATION - At the May 21 meeting there were some questions regarding the Tree Ordinance that would be part of applying for the Tree City USA program: 1) Would regulation apply to private land? - Tree City USA only requires public trees in parks and right-of-way to be regulated. However, you can have an ordinance which assigns value to trees when they are removed for large-scale development so as to create a tree recompense fund and/or to have trees planted back that prevents a community from losing a substantial amount of its tree canopy. 2) Can private home-owners fall under regulation? Not necessarily, you may require a permit if a homeowner were to remove a certain number of trees, but it would not be required.

It should be noted that our current Code requires permitting from the Historic Preservation Commission (if you are within the Historic District) to cut down trees judged to be more than 50 years old. We have not really had a properly functioning mechanism to enforce this provision of the Code. So this needs to be examined. I believe this effort would be an opportunity to tie together and clean up our Code on issues dealing with trees.

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

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Applying for the Tree City USA Program

COUNCIL MEETING DATE: June 4, 2020

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OPTIONS:

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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

ATTACHMENTS

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



TREE CITY USA®

GEORGIA

BY THE NUMBERS

2018

163

Tree City USA
COMMUNITIES
8 NEW

31.45%

OF GEORGIA

LIVES IN A TREE CITY USA
COMMUNITY



Growth Award

9

Growth Award
RECIPIENTS

1

NEW Growth Award
RECIPIENT

Reported Number of Trees Planted **9,415**

100%

Recertification Rate

GEORGIA'S

LONGEST-RUNNING ACTIVE
TREE CITY USA COMMUNITY:

Columbus

41 YEARS

Largest

Atlanta
POPULATION 486,290

Smallest

Camak
POPULATION 125

\$23,062,870.75

spent on urban
forestry management

\$7.03

average
per capita

LONGEST ACTIVE
Growth Award

Gainesville

27 YEARS

Beyond Tree City USA



21 Recognized
Georgia Schools

2 NEWLY Recognized
Schools



1 Tree Line USA Utilities

Longest Running Active Tree Line USA Utility:
Georgia Power Company
11 YEARS



Learn more about
our new tree
planting initiative:
timefortrees.org



2018 Tree City USA

Communities in Georgia - <https://www.arborday.org/programs/treecityusa>

<u>CITY</u>	<u>YEARS</u>	<u>POPULATION</u>
Acworth	30	25,000
Albany	31	73,179
Alpharetta	29	63,972
Arcade	2	1,786
Ashburn	24	3,683
Athens-Clarke County	19	127,064
Atlanta	33	486,290
Augusta	28	195,844
Avondale Estates	35	3,360
Baldwin	3	3,323
Ball Ground	29	1,750
Berkeley Lake	20	2,000
Bethlehem	3	601
Blairsville	25	679
Bostwick	19	372
Bowersville	2	465
Bowman	12	862
Brookhaven	5	50,000
Brunswick	18	16,287
Buckhead	16	173
Calhoun	26	16,500
Camak	1	125
Canon	2	804
Canton	26	27,936
Carlton	4	260
Carnesville	2	577
Cedartown	25	9,939
Chamblee	2	29,000
Chattahoochee Hills	10	3,000
Chickamauga	2	3,101
Clarkesville	11	1,733
Clayton	27	2,232

Cleveland	16	3,410
Columbus	41	194,000
Commerce	9	6,544
Conyers	26	16,015
Cornelia	29	4,300
Covington	27	14,044
Crawfordville	2	505
Dahlonega	18	7,007
Dalton	29	33,400
Darien	5	1,975
Dawsonville	4	22,700
Decatur	9	23,832
Demorest	2	2,100
Doraville	10	10,540
Douglasville	1	36,000
Dublin	19	16,500
Duluth	30	28,000
Dunwoody	7	49,609
Eatonton	18	6,555
Elberton	13	4,900
Ellaville	27	1,850
Fayetteville	10	16,900
Flovilla	28	653
Forsyth	8	3,776
Fort Gordon	26	18,000
Fort Oglethorpe	3	9,839
Fort Stewart/Hunter Aaf	10	58,665
Fort Valley	13	8,806
Gainesville	32	41,322
Gordon	15	2,017
Gray	8	2,900
Grayson	2	3,900
Greensboro	26	3,354

Griffin	27	24,000
Hahira	28	2,937
Hampton	27	7,104
Hapeville	14	6,581
Harlem	12	3,163
Hartwell	24	4,188
Helen	17	580
Hephzibah	2	4,011
Hiawassee	24	907
Hinesville	30	33,400
Holly Springs	1	11,826
Homer	15	1,089
Homerville	6	2,900
Irwinton	23	553
Ivey	15	950
Jackson	27	5,097
Jefferson	14	9,600
Jekyll Island	4	1,000
Jesup	28	10,000
Kennesaw	10	34,344
Lagrange	19	30,000
Lavonia	16	2,500
Lexington	2	268
Lilburn	12	13,500
Locust Grove	29	6,100
Loganville	1	12,062
Louisville	7	2,497
Luthersville	14	874
Lyerly	2	540
Macon	33	154,721
Madison	29	4,385
Mansfield	12	371
Marietta	35	60,000

Maxeys	4	223
McIntyre	25	630
Metter	31	4,000
Milledgeville	9	18,900
Millen	19	3,120
Milton	10	37,000
Monroe	11	13,664
Montezuma	16	3,460
Monticello	1	2,500
Moody AFB	20	5,500
Moultrie	30	14,268
Mountain Park	7	500
Newborn	19	720
Newnan	29	38,909
Norcross	15	16,845
Norwood	1	269
Odum	23	504
Oxford	21	2,193
Peachtree Corners	4	43,268
Pelham	12	3,916
Pembroke	15	2,800
Porterdale	6	1,700
Robins AFB	26	22,000
Rome	29	36,400
Roswell	27	88,346
Royston	12	2,582
Rutledge	3	801
Sandersville	27	5,912
Sandy Springs	10	99,770
Savannah	34	146,763
Screven	24	750
Siloam	2	282
Sky Valley	3	2,000

Smyrna	16	56,146
Snellville	18	20,000
Social Circle	17	5,000
St Marys	13	18,000
Statesboro	26	31,419
Summerville	3	4,851
Suwanee	29	15,355
Tallulah Falls	1	168
Thomaston	31	9,100
Thomasville	29	18,700
Thunderbolt	7	2,668
Tifton	27	16,000
Toccoa	14	8,500
Trenton	34	2,300
Trion	3	1,800
Tybee Island	8	3,000
Union Point	26	1,766
Valdosta	33	54,518
Vienna	16	4,011
Walnut Grove	2	4,000
Warner Robins	28	73,854
Warrenton	1	1,906
Washington	34	3,982
Watkinsville	12	2,833
Waynesboro	27	6,000
Winterville	2	1,300
Woodbine	15	1,412
Woodland	26	480
Woodstock	19	30,929
Woodville	3	323
Yatesville	10	357
Young Harris	24	908



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



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

COUNCIL MEETING DATE: June 4, 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 second review by Council. The attachment titled, "UPDATED Architecture Elevation", is the latest version.

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. This is the second review; changes were made since the last meeting (please see attached UPDATED Architecture Elevation).

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [575 A.pdf](#)
- [576 A.pdf](#)
- [Bell Drive Property Additional Elevations.pdf](#)
- [UPDATED Architecture Elevation - 2020-06-01 \(003\).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

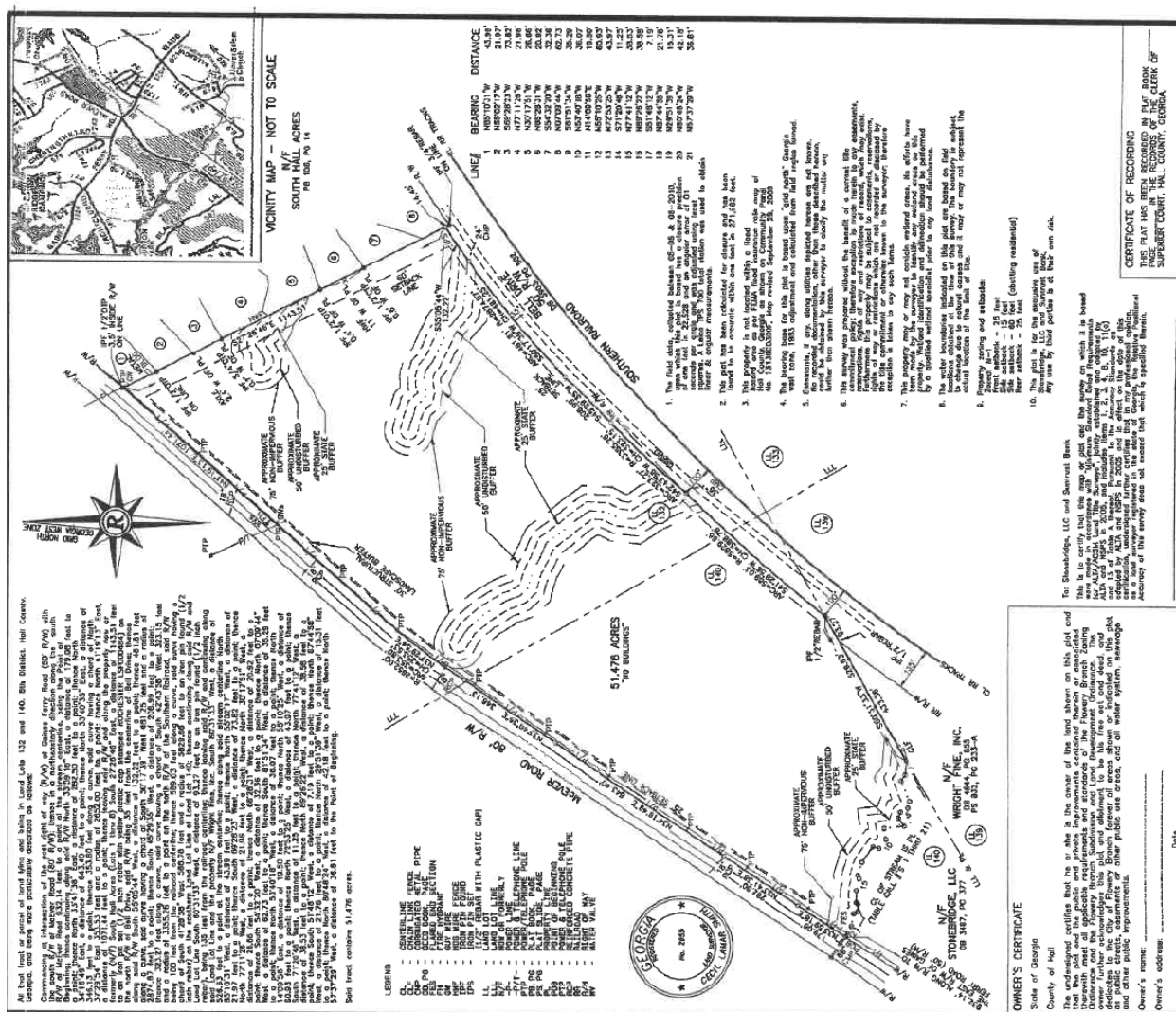


Exhibit “B”

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;

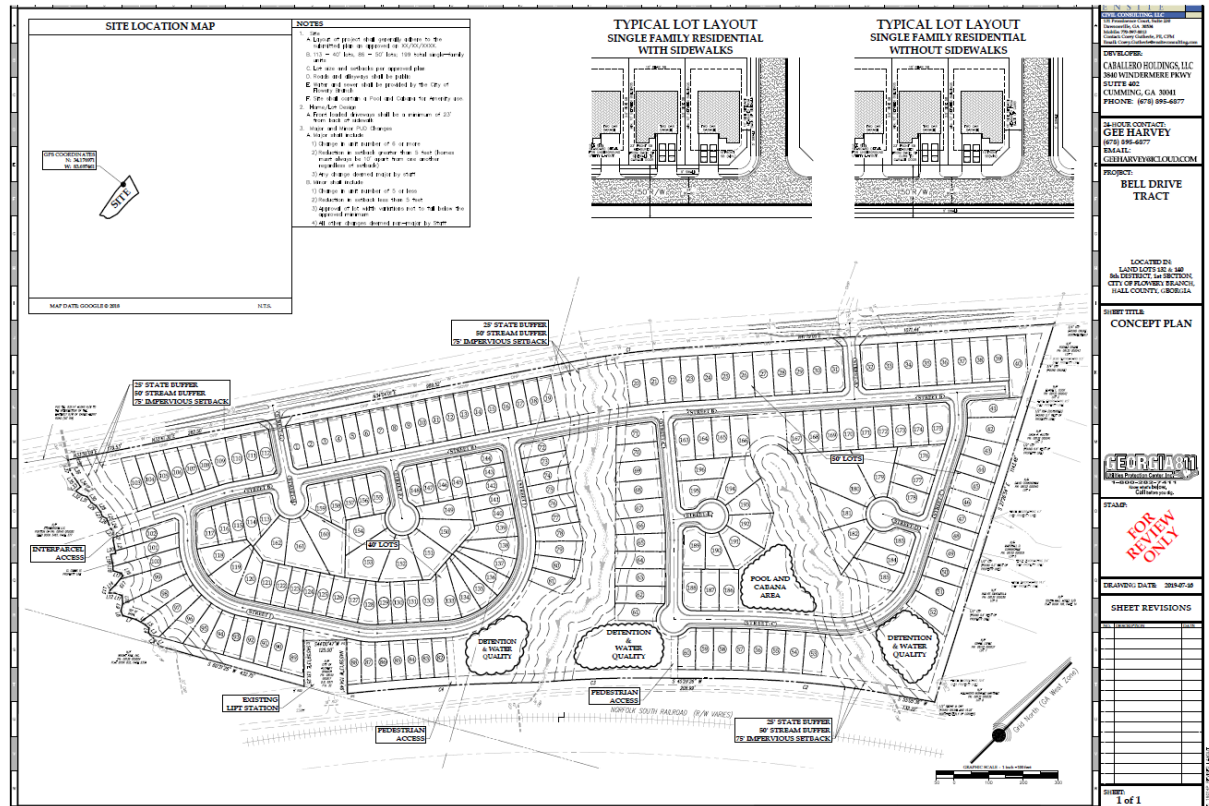
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54 feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17 feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54 feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31 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"

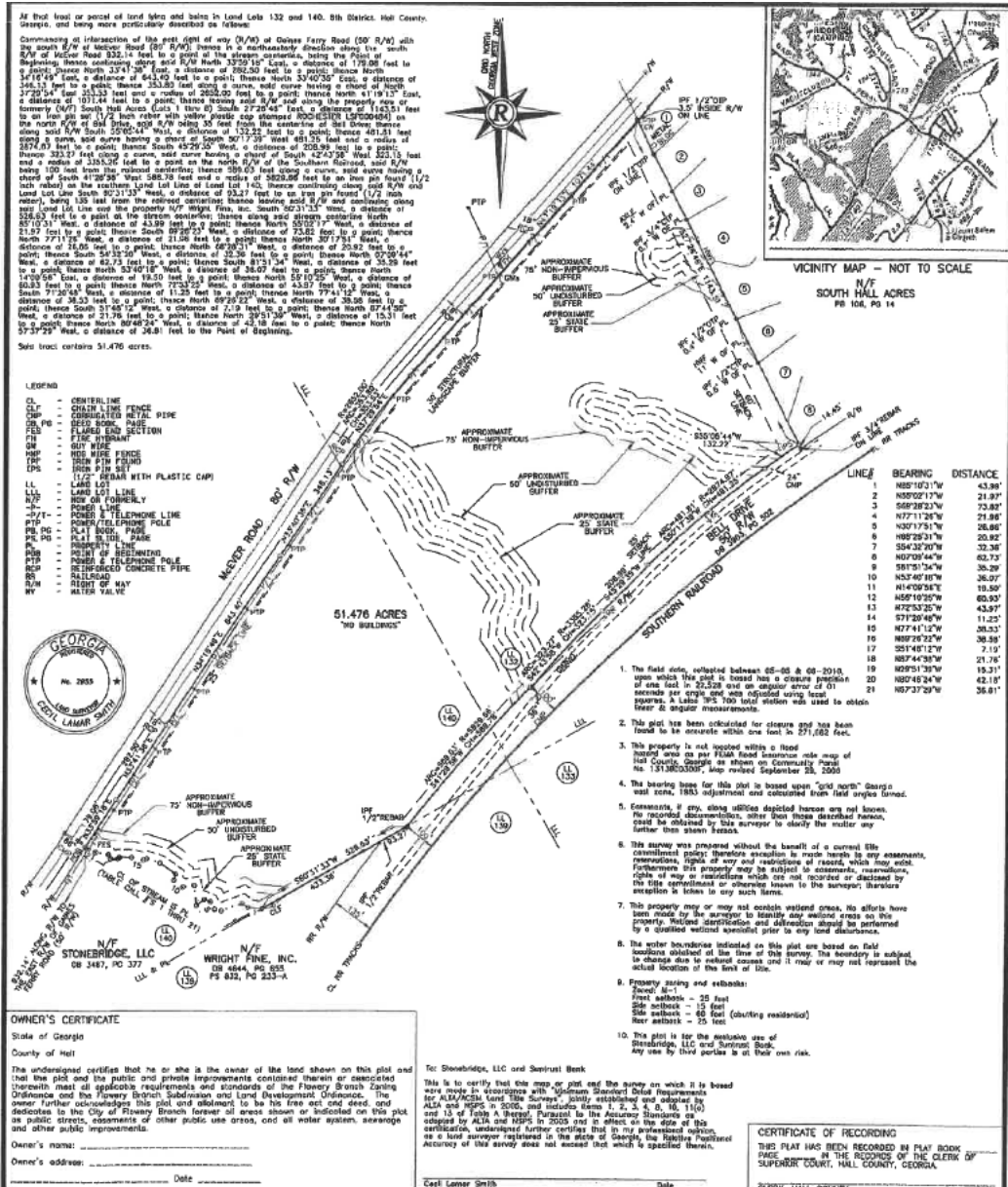


Exhibit “B”

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;

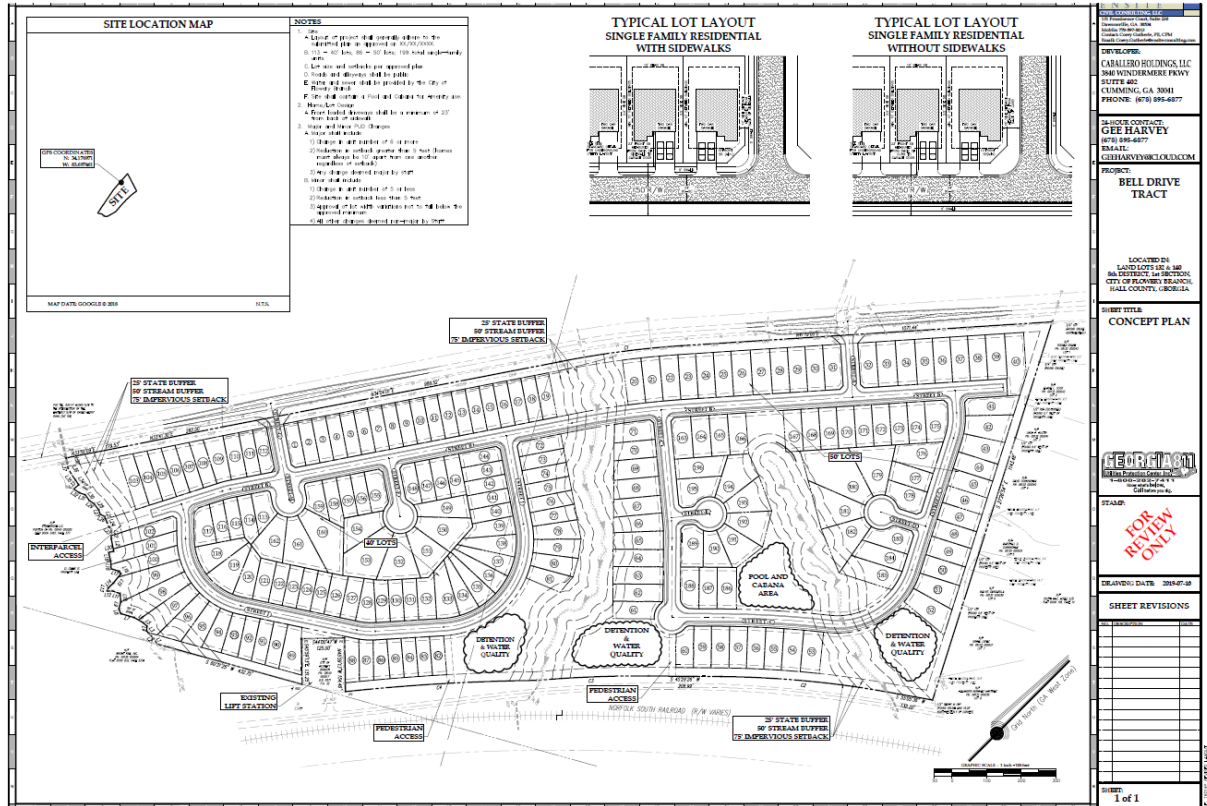
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

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



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: GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender, with GMA, also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

FACTS AND ISSUES:

The City of Flowery Branch desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City. Currently, staff does not have a way to monitor/audit that the City is receiving all right of way revenue due from telecommunications/cable companies within our City. The Georgia Municipal Association, Inc. has available a telecommunications and right-of-way management program to assist the City with this monitoring.

This agreement will cover consulting services in the following areas:

- a) Local Franchise Management, as more fully described in Section 2 of the attached agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of the attached agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of the attached agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of the attached agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of the attached agreement.

With COVID-19 creating a future of uncertain revenue projections, it is recommended to examine the fullest collection of current fees. We believe this effort will result in a more complete and accurate payment of these franchise fees.

The total cost for FY2021 is \$4,443.04 (the annual program fee is based on \$0.56 per capita)

OPTIONS:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021 or continue as is.

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

No

AMOUNT AND SOURCE OF FUNDS:

FY2021 Budget Process

RECOMMENDATION:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021, including Resolution 20-013 , as presented.

SAMPLE MOTION:

I make a motion to approve the GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013 as presented.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [TRM Agreement for Flowery Branch including Resolution 20-013.pdf](#)
- [GMA Franchise Fee Recovery .pdf](#)
- [Exec. Summary TRM Program.pdf](#)

AGREEMENT BETWEEN
THE CITY OF FLOWERY BRANCH
AND
THE GEORGIA MUNICIPAL ASSOCIATION, INC.
FOR TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT

WHEREAS, the City of Flowery Branch (“City”) desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. (“GMA”) has available a telecommunications and right of way management program; and,

WHEREAS, the City has a need for such telecommunications and right of way management program.
THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 1. Services Provided to the City of Flowery Branch

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA’s Telecommunications and Right of Way Management Program:

- a) Local Franchise Management, as more fully described in Section 2 of this agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of this agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

Section 2. Local Franchise Management

Local Franchise Management shall include assisting the City with the following:

- a) Facilitating the City’s compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;
- b) Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission (“FCC”) rate regulations, if the City is a rate regulator;
- c) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

- d) Recommending and developing customer service standards for cable and video service providers; and
- e) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

Section 3. State Issued Franchise Management

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

- a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;
- b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;
- c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and
- d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

Section 4. Cellular and PCS Tower Site Consultation Services

Cellular and PCS and Tower Site Consultation Services shall include:

- a) Negotiating agreement between the City and any cellular or PCS provider for use of the city's property by the provider;
- b) Advising Cities on the provisions of tower site agreements for the use of public land;
- c) Informing Cities concerning federal policies related to siting of wireless technologies; and
- d) Referring Cities to engineering or other professional resources on an as needed basis.

Section 5. State and Local Franchise Compliance Monitoring Services

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

- a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;
- b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;
- c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

- d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;
- e) Documenting operator's carriage of appropriate insurance coverage;
- f) Checking and documenting the status of system construction timeframes, if applicable;
- g) Handling and resolving subscriber complaints as referred;
- h) Monitoring operator's adherence to federal, state or local customer service standards;
- i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

Section 6. Rights of Way Ordinance Development

- a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;
- b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;
- c) Evaluate current Rights of Way practices and recommend changes; and
- d) Provide updated Rights of Way Ordinance based on the unique needs of the City

Section 7. Other Services

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed \$10,000.

Section 8. Effective Date, Renewal and Termination.

- a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of _____, 2020. It is automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.

- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$4,443.04. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

Section 9. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposes including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

Section 10. Agency

In addition by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

Section 11. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 12. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 13. Law Applicable.

This agreement shall be construed under the laws of the State of Georgia.

Section 14. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF FLOWERY BRANCH THIS ____DAY OF _____, 20____.

ATTEST:

CITY OF FLOWERY BRANCH:

City Clerk

By: _____
Authorized Signatory, Title

APPROVED AS TO FORM:

City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Larry H. Hanson, Executive Director

RESOLUTION 20-013

A RESOLUTION OF THE CITY OF FLOWERY BRANCH THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT PROGRAM AGREEMENT

WHEREAS, the City of Flowery Branch desires to regulate the provision of cable television and other telecommunications management services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a telecommunications and right of way management program to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Flowery Branch is hereby authorized to execute a telecommunications and right of way management program agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of Flowery Branch this _____ day of _____, 20____.

ATTEST:

By: _____
City Clerk

Mayor: _____
City of Flowery Branch

(SEAL)

Georgia Municipal Association Telecommunications and Right of Way Management Program

AGENT REPRESENTATION FORM

The undersigned is a participant in the Georgia Municipal Association's (GMA) Telecommunications and Right of Way Management (TRM) program. GMA's TRM program provides assistance with all aspects of federal and state cable and video franchising, including but not limited to franchise renewals and modifications, state franchise application process, franchise fee reviews and customer service issues. As a participant in GMA's TRM program, authorization is hereby granted to allow GMA's staff and/or subcontractors to act on the Participants behalf as listed above.

This AGENT REPRESENTATION FORM is effective upon date signed and until further notice.

The City of Flowery Branch, Georgia

Name of City, Town or County

5410 W. Pine St. P.O. Box 757

Street Address

Flowery Branch

City

30542

Zip Code

470-798-0524

Phone #

770-967-6781

Fax #

mikemfb@flowerybranchga.org

Email Address

James M. Miller

Submitted By – Print Name

Mayor

Title

6/4/2020

Signature

Date



EXHIBIT A

**GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT**

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371
Federal Work Authorization User Identification Number

November 26, 2007
Date of Authorization

Telecommunications and Right of Way Management
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JANUARY, 15, 2020, in Atlanta (city), Georgia (state).

Larry H. Hanson
BY: GMA Authorized Officer or Agent

1-15-20
Date

Larry H. Hanson, Executive Director
Printed Name and Title of Authorized Officer or Agent

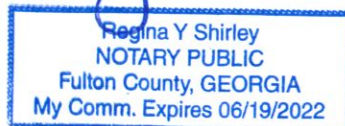
SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

15 DAY OF January, 2020

Regina Y. Shirley
Notary Public

My Commission Expires:



SEAL

GMA FRANCHISE FEE RECOVERY REPORT (2012 - 3/30/2020)

	Amount Recovered	Cable Provider	CTMS Member Yes/No	Audit Period - Years	Date Completed
Adel	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Acworth	\$429.37	Comcast	N	2013 - 2016	11/18/2016
Acworth	\$819.07	AT&T	N	2013 - 2016	8/24/2016
Acworth	\$8,660.50	Sunesys	N	2017	5/12/2017
Albany	\$123,092.07	Uniti Fiber	Y	2014 - 2016	12/28/2018
Alpharetta	\$19,231.53	Comcast	Y	N/A	12/20/2013
Alpharetta	\$37,423.55	MCImetro	Y	2014 - 2018	10/3/2018
Alpharetta	\$8,798.63	Tower Cloud	Y	2012 - 2013	12/13/2019
Alto	\$0.00	Windstream	Y		
Aragon	\$0.00	Charter	Y	2014 - 2017	11/27/2017
Arlington	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Athens - Clarke County	\$2,915.59	AT&T	Y	2012 - 2014	5/21/2015
Athens - Clarke County	\$2,039.71	Charter	Y	2013 - 2015	5/21/2015
Auburn	\$0.00	Comcast	Y	2010 - 2012	3/14/2013
Auburn	\$382.30	AT&T	Y	2013 - 2015	10/6/2015
Auburn	\$2,372.00	Comcast	Y	2016 - 2018	8/30/2019
Augusta	\$0.00	Comcast	Y	2010 - 2012	2/14/2014
Augusta	\$130,752.28	Knolgy	Y	2009 - 2012	10/23/2013
Augusta	\$11,921.75	Spirit Communications	Y	2018	5/31/2018
Augusta	\$187,317.98	Uniti Fiber	Y	2018	6/21/2018
Augusta	\$175,937.41	Unite Private Networks	Y	2017	12/31/2017
Augusta	\$252,588.56	Crown Castle	Y	2016 - 2019	10/1/2019
Augusta		Uniti Fiber	Y		
Augusta	\$7,912.28	Segra	Y	2018 - 2019	11/18/2019
Austell	\$0.00	Comcast	Y	2011 - 2013	2/13/2014
Austell	\$72,000.00	Jackson EMC	Y	N/A	5/31/2016
Austell	\$55,843.00	Comcast	Y	2016 - 2018	8/6/2018
Avondale Estates	\$0.00	Comcast	Y	2010 - 2012	9/19/2013
Avondale Estates	\$16,063.34	Comcast	Y	2018 - 2019	7/31/2019
Avondale Estates	\$29,892.00	Comcast	Y	2016 - 2018	8/6/2018
Ball Ground	\$3,286.00	ETC	Y	2016 - 2018	8/7/2019
Bainbridge	\$0.00	Mediacom	Y	2013 - 2015	6/30/2015
Berkeley Lake	\$1,354.42	Comcast	Y	2012 - 2014	2/24/2015
Berkeley Lake	\$7,251.74	CenturyLink	Y		
Berkeley Lake	\$7,129.71	MCImetro	Y	N/A	9/9/2018
Bloomingdale	\$787.00	Comcast	Y	2016 - 2019	10/14/2019
Blue Ridge	\$6,985.97	ETC	Y	2014 - 2017	1/9/2018
Bowdan	\$0.00	Charter	Y	2012 - 2014	7/24/2015
Bowman	\$696.71	Comcast	Y	2011 - 2013	5/1/2014
Bowman	\$513.00	Comcast	Y	2015 - 2017	4/18/2018
Bowersville	\$579.12	AT&T	N	2016-2017	11/16/2017
Braselton	\$0.00	Comcast	Y	2010 - 2012	2/14/2014
Braselton	\$88,422.00	Comcast	Y	2016 - 2018	7/18/2019
Bremen	\$135.85	Charter	Y	2011 - 2013	3/25/2014
Brunswick	\$12,136.50	Comcast	N	2011 - 2013	6/15/2014
Calhoun	\$0.00	Comcast	Y	2010 - 2012	11/5/2013
Calhoun	\$11,527.00	Comcast	Y	2016 - 2018	10/10/2018
Camilla	\$0.00	Mediacom	Y	2009 - 2011	2/11/2013
Canton	\$10,136.87	Uniti Fiber	Y	2016 - 2020	3/24/2020
Centerville	\$12,892.00	Cox	Y	2014 - 2016	7/26/2017
Chamblee	\$802.00	AT&T	Y	2013 - 2015	8/6/2015
Chamblee	\$0.00	Comcast	Y	2010 - 2012	10/15/2013
Chamblee	\$182,972.00	Comcast	Y	2017 - 2020	2/12/2020
Chatsworth	\$181.18	Charter	Y	2010 - 2012	2/3/2014
Chatham County	\$14,433.14	Comcast	Y	2011 - 2013	3/5/2014
Chester	\$3,129.68	Bulldog	Y	2011- 2013	3/11/2014
Chester	\$708.00	Progressive	Y	2016 - 2019	8/26/2019
Chickamagua	\$2,524.66	Comcast	Y	2010 - 2012	12/17/2013
Clarkston	\$203.21	AT&T	Y	2012 - 2014	3/18/2015
Clarkston	\$0.00	Comcast	Y	2010 - 2012	8/1/2013
Clarkston	\$2,651.00	Comcast	Y	2016 - 2018	1/25/2019
Cleveland	\$2,749.00	Windstream	Y	2015 -2017	5/9/2018
Clermont	\$1,632.85	Comcast	Y	2010 - 2012	1/17/2014
Cobb County	\$51,512.00	AT&T	Y	2012 -2014	5/12/2015
Cobb County	\$1,270.33	Charter	Y	2012 - 2014	9/14/2015
Cobb County	\$0.00	Charter	Y	2015 - 2017	6/4/2018
Cobb County	\$0.00	Google	Y	2015 - 2017	5/9/2018
Cobb County	\$0.00	Comcast	Y	2012 - 2014	4/7/2015
Cobb County	\$0.00	Comcast	Y	2015 - 2017	3/4/2018
Cobb County	\$5,076.00	AT&T	Y	2015 - 2017	3/29/2018
Colquitt	\$15,550.65	Bulldog	Y	2009 - 2012	3/8/2013
Columbia County	\$43,771.06	Knology	N	2009 - 2012	11/6/2013
Columbia County	\$650,000.00	Comcast	N	2012 - 2014	N/A
Columbus	\$4,563.51	Charter	Y	2010 - 2012	7/10/2013

Columbus	\$301,184.88	Knology	Y	2009 - 2012	10/23/2012
Columbus	\$68,726.84	Tower Cloud	Y	2017	11/8/2016
Columbus	\$193,017.42	Crown Castle	Y	2009 - 2017	10/2/2018
Columbus	\$0.00	WOW	Y	2016 - 2018	12/31/2018
Columbus	\$0.00	Mediacom	Y	2016 - 2018	12/29/2018
Commerce	\$9,010.00	Windstream	Y	2011 - 2013	8/20/2014
Conyers	\$0.00	Comcast	Y	2010 - 2012	12/11/2013
Cornelia	\$8,206.99	Windstream	Y	2011 - 2013	10/20/2014
Covington	\$29,193.12	Uniti Fiber	Y	2017 - 2019	3/24/2020
Cumming	\$0.00	Comcast	Y	2010 - 2012	8/1/2013
Cumming	\$435.43	AT&T	Y	2012 - 2014	2/3/2015
Dacula	\$63.63	Charter	Y	2012 - 2015	9/1/2016
Dacula	\$34,496.40	Zayo	Y	2018- 2019	5/16/2019
Dacula	\$0.00	AT&T	Y	2014-2017	9/21/2017
Dahlonega	\$5,997.00	Windstream	Y	2013 - 2015	7/12/2016
Dallas	\$0.00	Comcast	Y	2010 - 2012	5/28/2013
Dallas	\$780.94	AT&T	y	2013 - 2015	8/6/2015
Dallas	\$13,643.55	Zayo		2018 - 2020	12/11/2019
Dawsonville	\$420.00	Windstream	Y	2015 -2017	6/13/2018
Decatur	\$1,951.03	AT&T	Y	2012 - 2014	2/24/2015
Donalsonville	\$0.00	Mediacom	Y	2010 - 2012	8/1/2013
Donalsonville	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Doraville	\$0.00	AT&T	Y	2015 -2017	11/14/2018
Doraville	\$75,706.23	Comcast	Y	2016 - 2018	1/14/2019
Douglas	\$12,263.00	VYVE	Y	2014 - 2017	11/21/2017
Dublin	\$258.05	Charter	Y	2013 - 2015	8/4/2017
Duluth	\$13,329.98	Charter	Y	2010 - 2012	3/13/2013
Duluth	\$0.00	Comcast	Y	2010 - 2012	6/6/2013
Duluth	\$2,744.51	AT&T	Y	2013 - 2015	9/15/2015
Eatonton	\$0.00	AT&T	Y	2014 - 2017	10/26/2017
Eatonton	\$0.00	Charter	Y	2014 - 2017	11/1/2017
Elberton	\$3,469.57	Comcast	Y	2010 - 2012	1/21/2014
Eastman	\$0.00	Mediacom	Y	2010 - 2012	12/31/2013
Eton	\$0.00	Charter	Y	2014-2017	9/14/2017
Fairburn	\$0.00	Comcast	Y	2014 - 2017	1/5/2018
Fairburn	\$0.00	AT&T	Y	2014 - 2017	1/5/2018
Fairmount	\$0.00	Comcast	Y	2010 - 2012	6/6/2013
Fayetteville	\$17,228.17	Zayo	Y	2016 - 2018	9/6/2018
Fayetteville	\$0.00	Comcast	Y	2015 -2017	3/14/2018
Fayetteville	\$16,435.00	Uniti Fiber	Y	2014 - 2016	9/17/2018
Fitzgerald	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Folkston	\$86.00	Comcast	Y		
Folkston	\$4,446.26	Uniti Fiber	y	2017 - 2019	3/24/2020
Forest Park	\$333.16	AT&T	Y	2012 - 2015	9/21/2015
Forest Park	\$24,581.31	Comcast	Y	2012 - 2014	5/11/2015
Fort Oglethorpe	\$27,600.24	Comcast	Y	2016 - 2018	10/10/2018
Ft. Gaines	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Gainesville	\$1,703.90	Charter	Y	2010 - 2012	8/6/2013
Gainesville	\$3,918.79	AT&T	Y	2011 - 2013	11/7/2014
Gainesville	\$0.00	Georgia Power	Y	2010 - 2012	2/12/2013
Garden City	\$6,456.39	Level 3	Y	2014 - 2017	11/13/2017
Garden City	\$0.00	Hargray	Y	2014 - 2017	1/17/2018
Garden City	\$6,215.62	Comcast	Y	2013 - 2015	2/5/2016
Glynn County	\$22,284.22	Comcast	N	2011 - 2013	9/10/2014
Glennville	\$757.20	Comcast	Y	2010 - 2012	8/8/2013
Glennville	\$694.00	Comcast	Y	2015 - 2017	5/14/2018
Gordon	\$7,519.00	Windstream	Y	2013 - 2015	3/1/2016
Gordon	\$6,982.27	Uniti Fiber	Y	2017 - 2019	3/23/2020
Grayson	\$14,074.00	Comcast	Y	2010 - 2012	9/5/2013
Grantville	\$0.00	Comcast	Y	2015 - 2017	5/9/2018
Grantville	\$900.19	Comcast	Y	2010 - 2012	1/8/2014
Griffin	\$1,513.55	AT&T	Y	2013 - 2015	7/22/2015
Griffin	\$15,351.00	Comcast	Y	2016 - 2019	10/3/2019
Griffin	\$0.00	Comcast	Y	2016 - 2019	
Grovetown	\$0.00	AT&T	Y		
Grovetown	\$5,443.73	Knology	N	2009 - 2012	5/1/2013
Grovetown	\$0.00	Knology	Y		7/1/2019
Grovetown	\$23,173.92	Uniti Fiber	Y	2017 - 2019	3/24/2020
Guyton	\$3,168.85	Comcast	Y	2014 - 2015	3/29/2016
Guyton	\$1,706.00	Planter Rural Telephone	Y	2013 - 2015	1/17/2017
Hall County	\$44,424.00	Comcast	Y	2014 - 2016	7/6/2017
Hall County	\$0.00	AT&T	Y	2014 - 2016	7/13/2017
Hall County	\$0.00	Charter	Y	2014 - 2016	8/4/2017
Hampton	\$379.49	Charter	Y	2010 -2012	2/13/2013
Hampton	\$2,578.42	AT&T	Y	2012 - 2013	7/15/2014
Haralson	\$0.00	Charter	Y	2011 - 2013	5/5/2014
Harlem	\$1,274.97	Knology	Y	2010 - 2012	2/22/2013
Harlem	\$0.00	Knology	Y	2015 - 2017	8/6/2018
Hartwell	\$4,987.77	Comcast	Y	2010 - 2012	2/22/2013

Hiram	\$333.16	AT&T	Y	2012 - 2015	9/17/2015
Hiram	\$4,301.06	Zayo	Y	2017 - 2019	5/8/2019
Hiawassee	\$1,459.00	Windstream	Y	2015 - 2017	6/1/2018
Hogansville	\$1,589.48	Comcast	Y	2010 - 2013	8/26/2013
Holly Springs	\$0.00	Sawnee EMC	Y	2010 - 2012	5/6/2013
Holly Springs	\$923.14	Comcast	Y	2011 - 2013	9/16/2014
Holly Springs	\$0.00	Comcast	Y	2015 - 2017	6/19/2018
Holly Springs	\$4,366.51	Sunesys	Y	2015	6/2/2015
Homer	\$0.00	Windstream	Y	2014 - 2016	11/20/2017
Hoschton	\$641.89	Comcast	Y	2011 - 2013	8/26/2014
Jefferson	\$651.00	Windstream	Y	2014 - 2016	8/17/2017
Jesup	\$0.00	Comcast	Y	2016 - 2018	4/23/2018
Jesup	\$4,136.33	Comcast	Y	2010 - 2012	12/10/2013
Jenkinsburg	\$9.87	Charter	Y	2012 - 2014	1/14/2016
Johns Creek	\$0.00	AT&T	Y	2014 - 2017	5/11/2017
Lake City	\$3,901.00	Comcast	Y	2015 - 2017	1/26/2018
Kingsland	\$11,041.00	ATC	Y	2017 - 2019	7/1/2019
Kingsland	\$3,040.00	Uniti Fiber	N	N/A	1/8/2019
Kingsland	\$3,440.00	TDS	N	2017 - 2019	2/18/2020
Lavonia	\$651.50	TruVista	Y	2010 - 2012	11/1/2013
Lafayette	\$5,870.63	Comcast	Y	2010 - 2012	2/14/2014
Lafayette	\$0.00	Comcast	Y	2015 - 2017	11/13/2018
Lawrenceville	\$21,111.73	Level 3	N	2014 - 2016	11/16/2016
Lawrenceville	\$2,517.02	AT&T	N	2013 - 2015	4/19/2016
Lawrenceville	\$378.05	Comcast	N	2013 - 2015	7/8/2016
Lawrenceville	\$510.82	Charter	N	2013 - 2015	9/1/2016
Lenox	\$0.00	Mediacom	Y	2016 - 2019	10/8/2019
Lexington	\$0.00	Charter	Y	2012 - 2013	4/27/2015
Lilburn	\$15,311.00	Comcast	Y	2016 - 2019	9/9/2019
Lilburn	\$21,518.64	Uniti Fiber	Y	2017 - 2019	3/24/2020
Lincolnton	\$2,519.86	Comcast	Y	2010 - 2012	10/13/2013
Lincolnton	\$262.00	Comcast	Y	2015 - 2017	4/12/2018
Lithonia	\$0.00	Comcast	Y	2016 - 2019	7/2/2019
Louisville	\$6,090.30	Comcast	Y	2010 - 2012	1/16/2014
Louisville	\$735.00	Comcast	Y	2016 - 2019	
Lyons	\$0.00	Northland	Y	2014 - 2016	7/10/2017
Lula	\$34.19	Comcast	N	2013 - 2015	3/13/2017
Macon - Bibb County	\$289,731.00	Cox	Y	2015 - 2017	2/8/2018
Macon - Bibb County	\$45,000.00	Uniti Fiber	Y	2012 - 2018	9/11/2018
Madison	\$46.91	Charter	Y	2012 - 2015	9/1/2016
Madison	\$22,511.81	Uniti Fiber	Y	2017 - 2019	3/24/2020
Manchester	\$470.40	Charter	Y	2010 - 2012	7/10/2013
Mansfield	\$171.00	Comcast	Y	2015 - 2017	4/23/2018
Maysville	\$441.29	Comcast	Y	2012 - 2014	9/11/2015
McDonough	\$716.10	Charter	Y	2010 - 2012	5/11/2013
McDuffie County	\$5,891.42	Comcast	N	2011 - 2013	3/12/2014
McRae - Helena	\$0.00	Mediacom	Y	2013 - 2015	4/25/2016
Metter	\$5,432.78	Comcast	Y	2010 - 2012	11/12/2013
Metter	\$180.69	Uniti Fiber	Y	2017 - 2019	3/24/2020
Millen	\$5,974.76	Comcast	Y	2010 - 2012	8/16/2013
Milton	\$1,633.41	Level 3	Y	2014 - 2017	11/13/2017
Milton	\$65,398.00	Comcast	Y	2015 - 2017	12/11/2017
Milton	\$34,896.00	Comcast	Y	2017 - 2019	10/8/2019
Monticello	\$2,909.42	Comcast	Y	2010 - 2012	12/18/2013
Monticello	\$286.00	Comcast	Y	2016 - 2018	10/25/2018
Montezuma	\$5,481.00	Comcast	Y	2010 - 2012	12/30/2013
Morrow	\$491.26	Comcast	Y	2011 - 2013	8/25/2014
Morrow	\$671.37	AT&T	Y	2013 - 2015	7/8/2016
Morrow	\$0.00	Comcast	Y	2016 - 2019	10/12/2019
Moultrie	\$0.00	Mediacom	Y	2009 - 2011	2/11/2013
Mount Vernon	\$2,222.00	Comcast	Y	2016 - 2018	8/31/2018
Mt Zion	\$803.90	Comcast	Y	2013 - 2015	12/5/2016
Nashville	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Newnan	\$0.00	Charter	Y	2014 - 2016	9/1/2017
Newnan	\$106,134.62	NuLink	Y	2014 - 2016	5/15/2017
Norcross	\$10,755.97	Comcast	Y	2010 - 2012	11/14/2013
Norcross	\$0.00	AT&T	Y	2014 - 2017	10/4/2017
Oakwood	\$0.00	Comcast	Y	2015 - 2018	
Oakwood	\$60.00	Charter	Y	2010 - 2012	7/10/2013
Ocilia	\$0.00	Mediacom	Y	2014 - 2016	5/1/2017
Orchard Hill	\$33.00	Comcast	Y	2016 - 2019	3/1/2019
Oxford	\$104.58	Charter	Y	2010 - 2012	12/2/2013
Palmetto	\$2,881.05	Comcast	Y	2010 - 2012	8/23/2013
Peachtree Corners	\$21,213.90	Comcast	Y	2012 - 2014	3/30/2015
Peachtree Corners	\$0.00	Comcast	Y	2015 - 2017	12/18/2017
Peachtree Corners	\$155.00	AT&T	Y	2015 - 2017	12/12/2018
Peachtree Corners	\$56,121.52	Zayo	Y	2015 - 2018	3/9/2018
Peachtree Corners	\$18,293.87	CenturyLink	Y	2016 - 2018	9/18/2019
Peachtree Corners	\$11,308.40	MCImetro	Y	2018 - 2019	10/21/2019

Peachtree Corners	\$16,552.80	Uniti Fiber	Y	2017 - 2019	3/24/2020
Perry	\$2,136.00	Cox	Y	2014 - 2017	11/30/2017
Perry	\$0.00	ComSouth	Y	2015 - 2017	11/16/2017
Perry	\$4,097.00	Hargray	Y	2018 - 2018	3/22/2019
Pine Lake	\$1,349.00	Comcast	Y	2014 - 2017	11/9/2017
Pooler	\$8,626.60	Comcast	N	2011 - 2012	1/13/2015
Port Wentworth	\$0.00	Comcast	Y	2011 - 2013	6/10/2014
Powder Springs	\$9,654.91	Comcast	Y	2010 - 2012	12/2/2013
Powder Springs	\$0.00	Comcast	Y	2015 - 2017	11/13/2018
Powder Springs	\$9,999.00	Zayo	Y	2017 - 2020	2/10/2020
Register	\$6,723.14	Tower Cloud	Y	2012 - 2017	2/26/2018
Riceboro	\$156.58	Comcast	Y	2011 - 2013	3/31/2014
Riceboro	\$0.00	Comcast	Y	2016 - 2019	10/18/2019
Richmond Hill	\$3,854.10	Comcast	Y	2011 - 2013	3/5/2013
Richmond Hill	\$2,227.00	Comcast	Y	2017 - 2019	3/31/2020
Rincon	\$3,745.00	Comcast	Y	2014 - 2017	12/5/2017
Rockdale County	\$0.00	Comcast	Y	2012 - 2013	6/10/2014
Rockdale County	\$0.00	Comcast	Y	2015 - 2017	7/9/2018
Rockmart	\$343.39	Charter	Y	2010 - 2012	12/2/2013
Rossville	\$8,145.26	Comcast	N	2011 - 2013	8/25/2014
Rossville	\$1,201.40	EPB	N	2011 - 2013	8/25/2014
Sandersville	\$46.37	Charter	Y	2013 - 2015	8/4/2017
Social Circle	\$0.00	Comcast	Y	2010 - 2012	11/21/2013
Social Circle	\$0.00	Comcast	Y	2015 - 2017	5/9/2017
St Marys	\$1,227.03	Comcast	Y	2012 - 2014	3/30/2015
St Marys	\$18,348.92	TDS	Y	2012 - 2014	7/22/2015
St Marys	\$4,878.00	Comcast	Y	2016 - 2019	5/7/2019
St Marys	\$1,681.00	TDS	Y	2016 - 2019	6/9/2019
Savannah	\$139,282.06	Comcast	N	2011 - 2013	3/26/2014
Savannah	\$270,000.00	Uniti Fiber	Y	2018 - 2020	2/18/2020
Senioa	\$0.00	Comcast	Y	2010 - 2012	10/9/2013
Senoia	\$3,983.00	Comcast	Y	2016 - 2019	10/15/2019
Shiloh	\$2,772.00	Windstream	Y	2015 - 2017	5/30/2018
Sky Valley	\$387.67	TruVista	Y	2010 - 2012	12/2/2013
Sky Valley	\$83.50	TruVista	Y	2015 - 2017	6/1/2018
Smyrna	\$0.00	Comcast	Y	2011 - 2013	3/17/2014
Smyrna	\$63,288.61	Tower Cloud	Y	N/A	1/30/2014
Smyrna	\$5,955.69	AT&T	Y	2012 - 2015	1/20/2016
Snellville	\$32,310.00	Comcast	Y	2014 - 2017	2/23/2018
Snellville	\$0.00	AT&T	Y	2012 - 2015	N/A
Social Circle	\$0.00	Comcast	Y	2010 - 2012	11/21/2013
Social Circle	\$0.00	Comcast	Y	2015 - 2017	5/6/2018
Springfield	\$1,691.54	Comcast	Y	2010 - 2012	12/18/2013
Statesboro	\$0.00	Northland	Y	2011 - 2013	6/30/2014
Statesboro	\$16,299.80	Uniti Fiber	Y	2016 - 2019	
Statham	\$0.00	Comcast	Y	2010 - 2013	8/1/2013
Statham	\$2,409.00	Comcast	Y	2016 - 2019	10/9/2019
Stockbridge	\$1,054.16	Charter	Y	2010 - 2012	1/16/2014
Stonecrest	\$27,915.00	Comcast	Y	2015 - 2017	11/23/2018
Stonecrest	\$120,000.00	AT&T	Y	2015 - 2017	11/2/2018
Stone Mountain	\$21,737.00	Comcast	Y	2014 - 2017	2/9/2018
Summerville	\$303.61	Charter	Y	2010 - 2012	12/2/2013
Suwanee	\$1,129.58	Charter	Y	2010 - 2012	12/2/2013
Suwanee	\$638.65	AT&T	Y	2011 - 2013	3/4/2014
Sylvania	\$2,544.39	Comcast	Y	2010 - 2012	12/16/2013
Sylvania	\$588.00	Comcast	Y	2016 - 2019	10/15/2019
Tallapoosa	\$8,514.94	Comcast	Y	2010 - 2012	1/14/2014
Tallapoosa	\$0.00	Comcast	Y	2016 - 2019	10/18/2019
Talmo	\$0.00	Comcast	N	2012 - 2014	6/3/2015
Thomaston	\$597.60	Charter	Y	2010 - 2012	9/19/2013
Thomson	\$8,410.18	Comcast	Y	2010 - 2012	12/18/2013
Thomson	\$851.00	Comcast	Y	2015 - 2018	1/24/2019
Thomson	\$8,838.36	Crown Castle	Y	2016 - 2018	2/13/2019
Trion	\$0.00	Charter	Y	2010 - 2012	6/15/2013
Twin City	\$0.00	Comcast	Y	2014 - 2016	6/3/2017
Twin City	\$2,058.98	Comcast	Y	2010 - 2012	2/17/2014
Twin City	\$551.00	Pineland	Y	2013 - 2016	7/31/2017
Tucker	\$16,020.29	Level 3	Y	2015 - 2016	5/12/2017
Tucker	\$17,920.00	Comcast	Y	2016 - 2018	8/6/2018
Union City	\$5,295.89	Level 3	Y	2014 - 2016	5/23/2017
Union City	\$0.00	Comcast	Y	2013 - 2015	12/2/2016
Union City	\$3,360.66	Zayo	Y	2018 - 2019	4/4/2019
Union Point	\$0.00	Comcast	Y		12/2/2016
Valdosta	\$115,513.46	Mediacom	Y	2010 - 2012	5/13/2013
Vienna	\$0.00	Mediacom	Y	2010 - 2012	12/31/2013
Varnell	\$0.00	Charter	Y	2008 - 2011	3/21/2013
Warner Robins	\$3,214.55	Watson Cable	Y	2011 - 2013	9/1/2014
Warner Robins	\$108,861.00	Cox Communications	Y	2015 - 2017	5/21/2018
Washington	\$8,909.27	Comcast	Y	2011 - 2013	3/14/2014
Waynesboro	\$9,019.43	Comcast	Y	2011 - 2013	5/1/2014
West Point	\$1,996.03	Charter	Y	2013 - 2014	2/6/2015

West Point	\$309.73	Charter	Y	2010 - 2012	5/30/2013
West Point	\$25,544.65	Knology	Y	2009 - 2011	8/5/2012
Whitesburg	\$0.00	Comcast	Y	2016 - 2018	10/10/2018
Winder	\$0.00	Comcast	Y	2010 - 2012	5/16/2013
Woodbine	\$370.16	Comcast	Y	2011 - 2013	3/31/2014
Woodbine	\$10,404.15	Alma Telephone	Y	2017 - 2019	1/13/2020
Woodstock	\$184,277.00	Comcast	Y	2016 - 2018	7/9/2019
Woodstock	\$356.00	AT&T	y	2016 - 2019	2/19/2019
Wrens	\$11,674.48	Comcast	Y	2010 - 2013	11/27/2013
Total	\$5,543,074.25				



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender, with GMA, also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

FACTS AND ISSUES:

The City of Flowery Branch desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City. Currently, staff does not have a way to monitor/audit that the City is receiving all right of way revenue due from telecommunications/cable companies within our City. The Georgia Municipal Association, Inc. has available a telecommunications and right-of-way management program to assist the City with this monitoring.

This agreement will cover consulting services in the following areas:

- a) Local Franchise Management, as more fully described in Section 2 of the attached agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of the attached agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of the attached agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of the attached agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of the attached agreement.

With COVID-19 creating a future of uncertain revenue projections, it is recommended to examine the fullest collection of current fees. We believe this effort will result in a more complete and accurate payment of these franchise fees.

The total cost for FY2021 is \$4,443.04 (the annual program fee is based on \$0.56 per capita)

OPTIONS:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021 or continue as is.

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

No

AMOUNT AND SOURCE OF FUNDS:

FY2021 Budget Process

RECOMMENDATION:

Approve the proposal with GMA for a total cost of \$4,443.04 for FY2021, including Resolution 20-013 , as presented.

SAMPLE MOTION:

I make a motion to approve the GMA's Telecommunications and Right of Way Management (TRM) Program Agreement Proposal for FY2021, including Resolution 20-013 as presented.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Bill Andrew

ATTACHMENTS

- [EXECUTIVE SUMMARY - Telecommunications ROW TRM Program.pdf](#)
- [TRM Agreement for Flowery Branch including Resolution 20-013.pdf](#)
- [GMA Franchise Fee Recovery .pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-017 for 5512 Main Street Roof Repairs

COUNCIL MEETING DATE: June 4, 2020

HISTORY:

In 2009, the City received a quote to repair and replace the old Police Station roof for a total of \$16,868. The old Police Station roof is smaller than the roof located at 5512-5514 Main Street. In 2019, we received a quote for Spray Polyurethane Foam roofing at 5512-5514 Main Street for \$15,975 but this quote did not include new decking, removing the old roof, etc. The decking has some rot and needs to be addressed. The quote presented to you includes many more repairs since the roof is now leaking.

FACTS AND ISSUES:

Management did not put out a formal bid due to inability of getting a response to this size and type of job presented. Management attempted to acquire three quotes from MC Superior Roofing, North Georgia Roofing, and Iron Ladder Contractors, LLC. There was only one quote received from Iron Ladder Contractors, LLC in the amount of \$19,750.

Funding for this project will come from the Local Resources Fund.

OPTIONS:

Approve Resolution 20-017 for 5512-5514 Main Street Roof Repairs in the amount of \$19,750, plus 10% contingency, totaling \$21,725 with Iron Ladder Contractors, LLC.

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

No

AMOUNT AND SOURCE OF FUNDS:

\$21,725 from the Local Resources Fund Balance

RECOMMENDATION:

Approve Resolution 20-017 for 5512 Main Street Roof Repairs by Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

SAMPLE MOTION:

I make a motion to approve Resolution 20-017 for 5512-5514 Main Street Roofing Repairs, awarding the quote from Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Resolution 20-017 5512-5514 Main Street Roofing Repairs.pdf](#)
- [Resolution 20-017 5512-5514 Main Street Roof Repairs.pdf](#)
- [FB Roof Replacement Contract.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-017 for 5512-5514 Main Street Roof Repairs and award quote with Iron Ladder Contractors, LLC.

DATE: May 26, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: June 4, 2020

PURPOSE: Consider Resolution 20-017 for 5512-5514 Main Steet Roof Repairs by Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

HISTORY: In 2009, the City received a quote to repair and replace the old Police Station roof for a total of \$16,868. The old Police Station roof is smaller than the roof located at 5512-5514 Main Street. In 2019, we received a quote for Spray Polyurethane Foam roofing at 5512-5514 Main Street for \$15,975 but this quote did not include new decking, removing the old roof, etc. The decking has some rot and needs to be addressed. The quote presented to you includes many more repairs since the roof is now leaking.

FACTS AND ISSUES:

Management did not put out a formal bid due to inability of getting a response to this size and type of job presented. Management attempted to acquire three quotes from MC Superior Roofing, North Georgia Roofing, and Iron Ladder Contractors, LLC. There was only one quote received from Iron Ladder Contractors, LLC in the amount of \$19,750.

Funding for this project will come from the Local Resources Fund.

OPTIONS: Approve Resolution 20-017 for 5512-5514 Main Street Roof Repairs in the amount of \$19,750, plus 10% contingency, totaling \$21,725 with Iron Ladder Contractors, LLC.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 20-017 for 5512-5514 Main Street Roofing Repairs, awarding the quote from Iron Ladder Contractors, LLC in the amount of \$19,750, plus 10% contingency, totaling \$21,725.

DEPARTMENT: Finance (and Public Works)

Prepared by: Alisha Gamble

RESOLUTION NO.: 20-017

**REAPPROPRIATION OF FISCAL YEAR 2020 FUNDS FOR 5512-5514
MAIN STREET ROOF REPAIRS BY IRON LADDER
CONTRACTORS, LLC.**

WHEREAS, City Council approved the budget for fiscal year 2020 for the City of Flowery Branch on June 27, 2019; and

WHEREAS, the City of Flowery Branch has a need for roof repairs at 5512-5514 Main Street in the amount of \$19,750, plus 10% contingency of \$1,975, totaling \$21,725; and

WHEREAS, the City of Flowery Branch Public Works Department will manage and complete the repairs project with Iron Ladder Contractors, LLC; and

WHEREAS, City Council allocated \$986,765 from the General Fund to the Local Resources Fund through the fiscal 2020 budget process; and

WHEREAS, administration is requesting allocation of a portion of these funds in the total amount of \$21,725 for 5512-5514 Main Street roof repairs and award quote from Iron Ladder Contractors, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the governing body for the City of Flowery Branch hereby authorizes said project funding from the Local Resources Fund in a total amount of \$21,725 for the above-mentioned project.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and City Attorney are authorized to sign documents that may be necessary to complete these projects.

RESOLVED this 4th day of June 2020.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Client: City of Flowery Branch
 Address: 5410 West Pine Street
Flowery Branch, GA 30542

Phone Number: 770-967-6371 Email: N/A

EXTERIOR

5512 Main Street, Flowery Branch, GA 30542

- **Remove existing modified bitumen roofing system on both suites attached to both address**
- **Assess deck sheathing and if needed, replace the deck sheathing system per code standards**
- **Replace all flashings, including at parapet wall junctions**
- **Install APP modified bitumen roofing system via hot torch method**
- **Install new parapet flashings and pipe boots as needed**

Additional repairs to structure, if necessary due to water intrusion damage, would be at additional cost.

All prices include for both labor and material

PAYMENT BREAKDOWN

Roofing Replacement:	<u>\$ 16,500.00</u>
Deck Replacement:	<u>\$ 3,250.00</u>
Total:	<u>\$ 19,750.00</u>

- 1) 40% deposit due at time of scheduling work
- 2) Remainder due at completion of work
- 3) Decking cost due at time it is known to be required, after removal of roofing surface

ACKNOWLEDGEMENT:

I (we), as the customer, agree to pay [Iron Ladder Contractors LLC](#) all amounts up to the total amount of this specified agreement. Customer understands that [Iron Ladder Contractors LLC](#) is acting as their contractor and is entitled to payment of overhead and profit that is included within price given:

Customer's Initials: _____

CANCELLATION:

Acceptance of this agreement will be binding and the homeowner may cancel within 3 days of signing unless [Iron Ladder Contractors LLC](#) has invested time to secure approval of repairs from carrier.

Customer's Initials: _____

LIMITED WARRANTY:

Roof Replacement is 5 years and 1 year on all other replacements or repairs. No warranty exists until agreement is paid in full.

Customer Signature: _____ Date: _____

This contract and any agreement made pursuant thereto are between Iron Ladder Contractors LLC, hereafter referred to as "Company," and the Customer(s) named herein will be subject to all appropriate laws, regulations, and ordinances of the state of GA of these United States.

1. All contracts are subject to approval of our primary office without exception. The person executing this contract must obtain the approval of the officer of the Company for this contract to be effective under any conditions.
2. Should default be made in payment of this contract, charges shall be added from the date thereof at a rate of seven (7) percent per month with a minimum charge of \$15.00/month. If the account is placed into collections, then all attorney's fees and legal filing fees shall be paid by customer accepting contract.
3. **DAMAGE TO PROPERTY:** Customer agrees to inspect for damage to customer's property immediately after completion of work. If customer is aware of damage to the property caused by Company or any of their subcontractors, customer agrees to notify Company in writing within two (2) days.
4. The Company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other sources beyond the control of the company, whether of a similar or dissimilar nature. This includes delays in the project due to design changes, additions to the scope of work, or indecision on the part of the customer, or due to the work of other subcontractors not hired by the Company.
5. Any changes in design, additional work, or other issues pertaining to work must be brought to the attention of and discussed directly with your representative from the Company. Any such items should not be handled directly with subcontractors or employees of Company, and any decisions, changes, or discussions made with such individual will be held as invalid and immaterial to this contract.
6. If material must be reordered, returned, or restocked because of a cancellation by the customer, there will be a fee equal to 20% of all materials returned, reordered, or otherwise unable to be used as intended in addition to costs incurred.
7. If this contract is cancelled by the customer later than three (3) days from initial execution, then customer shall pay to the company 20% of the contract price for reasonable and just compensation of labor and material subcontract cancellation fees and potential work lost due to conflict of schedule. This is in addition to any costs incurred for work performed or other amounts due per the attached payment schedule of the contract.

8. Payments should be made as per the attached payment schedule of each contract. Check, money order, or cash payments are accepted without fee. ACH transfers through our accounting software, FreshBooks, can be made with a 1% fee added to the overall total. Credit card payments from companies accepted by FreshBooks are accepted with an additional 2.99% fee added to total of payment.
9. Any changes to the scope of work and/or product included for within this contract shall be signed onto by both parties of the contract (Company and customer) before work begins on such changes. Any additional amounts owed due to changes in the scope of work shall be due immediately upon signing of the change order contract by both parties.
10. **MEDIA RELEASE:** Customer agrees to allow Company free license, use, and ownership of all pictures of the jobsite, including pre-work conditions, updates to work progress, and post-work conditions. If Customer wishes to opt out of this clause then there will be an additional charge added to the overall project for lost referral revenue potential equal to 5% of the total cost of work.
11. **SEVERABILITY:** If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
12. **COMPLIANCE OF LAW:** Company shall comply with all applicable federal, state and local laws, statues, rules, regulations and orders, including, without limit, licensing and certification requirements, environmental laws, health and safety laws, worker health and safety laws and laws pertaining to labor wages, hours and other conditions of employment.
13. **LIENS:** Company and their lower tier subcontractors shall perform and complete the Services in a good and workmanlike manner and free of any and all materialmen's liens, other liens, encumbrances, stop notices, charges impositions, garnishments and attachments upon or against the real property upon which the Services are being performed or on any equipment or materials located on the real property where the Services are being performed so long as payment has been made in full for the contracted amount, plus any additional change orders. If payment is not made then this clause is null and void, and lien may be placed by both Contractor and Subcontractor for any unpaid amounts.
14. **ARBITRATION:** If a claim is made against Company for inadequate, negligent or improper performance of Services by Company pursuant to this Agreement, any party to the Agreement may demand that any such disputes be determined by binding arbitration. In that event, the party alleging such deficient performance will select an arbitrator and Company will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay any fees and costs of the arbitrator selected by that party, and the

expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the State of Georgia. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators shall be binding upon the parties.

15. **ATTORNEY'S FEES:** In the event of any litigation or arbitration involving this Agreement to enforce any provision hereof, or to enforce any remedy available upon default or obtain a declaration of rights hereunder, the prevailing party shall be entitled to recover from the other attorneys' fees and other costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of the litigation or arbitration.
16. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement.
17. **CHOICE OF LAW:** This Agreement shall be governed by the laws of, and all actions in connection with this Agreement brought and heard in the State of Georgia.
18. Any representations, statements, or other communications not written on this contract, are agreed to be immaterial, not relied upon by either party, and do not survive the execution of this contract.
19. In the event of default by Company during the progress of work that prevents Company from completing work, the maximum liability for Company shall be the original cost of labor and materials within the contract, less value of work already completed and/or performed, which customer agrees shall be the liquidated sum of damages. Any funds paid in forward, but unused towards progress completion, shall be returned to the customer. Any materials purchased with such funds, but unused, shall also become the possession(s) of the customer for future use.

Customer Signature_____