



**City of Flowery Branch
City Council Meeting
Thursday, November 03, 2022, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

PUBLIC HEARING:

- A Public Hearing to consider a request for a Conditional Use Permit (CUP) submitted by Coro Realty to build and operate a Self-Storage Facility at 6401 McEver Road.
[Combined Information.pdf](#)
- A Public Hearing to consider a request submitted by Edge City Properties, Inc. to Rezone 5408 and 5416 Gainesville Street from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND).
[22137.00 - Rezoning Application Combined.pdf](#)
- A Public Hearing to consider a request from VM&R, LLC to Rezone two parcels of land from Agricultural (A) to Highway Business (HB).
Applicant has requested this item be Tabled.
[Rezoning Application \(HF Reed and Falcon Pkwy\).pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

NEW BUSINESS -WORK SESSION:

- Presentation - Traffic Study of Gaines Ferry Road and McEver Road Intersection
[Traffic Study Report 9-15-22.pdf](#)
- Consideration of Contract with Georgia Probation Management, Inc. for Probation Services.
[2022 Executive Summary Georgia Probation Management Contract.pdf](#)
[Ga Probation Management Inc - Nov 3 2022.pdf](#)
- Consider Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 & July 1, 2023 (January 2023 billing, billed on February 20, 2023)
[Executive Summary - Water Sewer Rate Changes effective 1-1-2023.pdf](#)
[Resolution 22-021 for Water Sewer Rates eff 1-1-2023 & 7-1-2023.pdf](#)

DEPARTMENT REPORTS: - a. City Manager Report

- b. City Clerk Report
- c. Downtown Director Report
- d. Finance Director Report
- e. Planning Director Report
- f. Police Department Report

- g. Attorney Report
- h. Council Report

ADJOURNMENT WORK SESSION:**VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:**

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider October 20, 2022 City Council Meeting Minutes
[October 20, 2022 Unofficial Minutes.pdf](#)
- Consider Mayor Asbridge Per Diem for October 2022
[Mayor Per Diem October 2022.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider Second Reading of Ordinance 671, An Amendment to the Insurer Licensing Fee
[Executive Summary Ordinance 671.pdf](#)
[Ordinance 671.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consideration of Contract with Georgia Probation Management, Inc. for Probation Services.
[2022 Executive Summary Georgia Probation Management Contract.pdf](#)
[Ga Probation Management Inc - Nov 3 2022.pdf](#)
- Consider Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 & July 1, 2023 (January 2023 billing, billed on February 20, 2023)
[Executive Summary - Water Sewer Rate Changes effective 1-1-2023.pdf](#)
[Resolution 22-021 for Water Sewer Rates eff 1-1-2023 & 7-1-2023.pdf](#)

EXECUTIVE SESSION:**ADJOURNMENT:**

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: A Public Hearing to consider a request for a Conditional Use Permit (CUP) submitted by Coro Realty to build and operate a Self-Storage Facility at 6401 McEver Road.

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

FACTS AND ISSUES:

The applicant is requesting a conditional use permit to develop a climate controlled self-storage facility at 6401 McEver Road. The subject property is currently zoned Highway Business (HB) and a CUP is required for this use in this zoning district.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Public hearing only - no vote at this time.

SAMPLE MOTION:

No motion at this time.

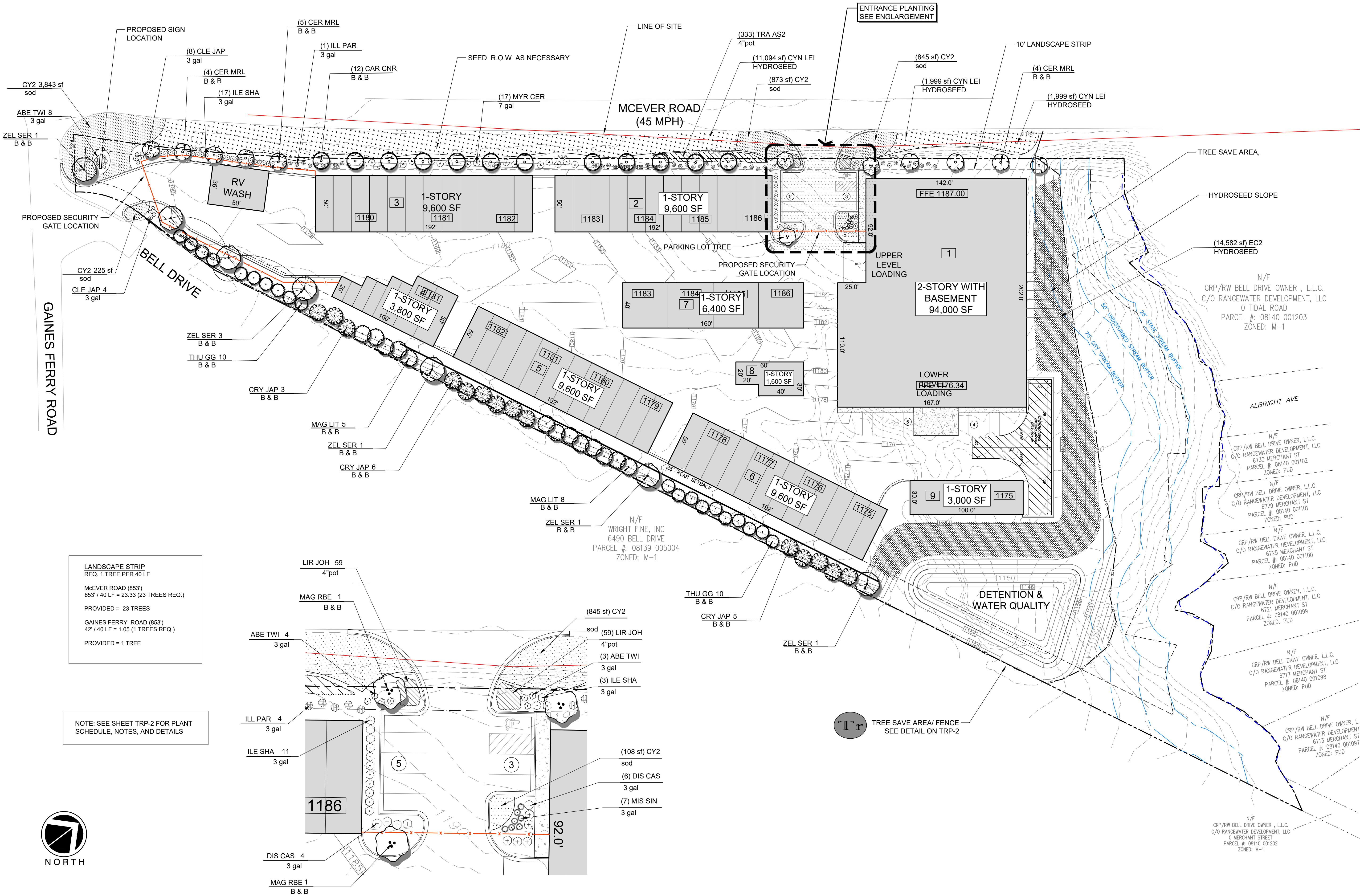
COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Combined Information.pdf](#)



LANDSCAPE STRIP
REQ. 1 TREE PER 40 LF

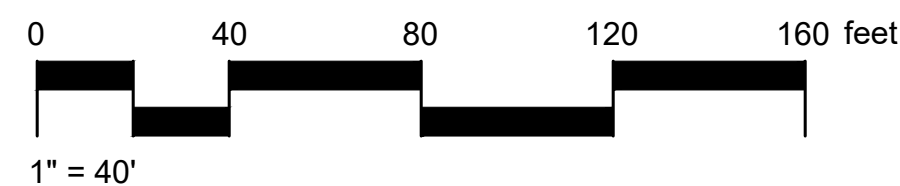
McEVER ROAD (853')
853' / 40 LF = 23.33 (23 TREES REQ.)

PROVIDED = 23 TREES

GAINES FERRY ROAD (853')
42' / 40 LF = 1.05 (1 TREES REQ.)

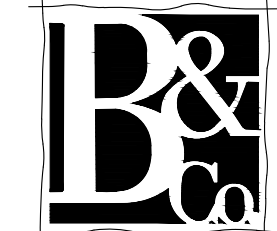
PROVIDED = 1 TREE

NOTE: SEE SHEET TRP-2 FOR PLANT
SCHEDULE, NOTES, AND DETAILS



ENTRANCE - ENLARGEMENT
SCALE: 1" = 20'

24 HOUR CONTACT:
SEAMUS BURKE (770) 745-4820



Brunson & Company
LANDSCAPE ARCHITECTS
903 BOMBAY LANE
ROSOWELL, GA 30076
770.864.1987

CORO REALTY
3715 Northside Parkway NW
Bldg 400-100
Atlanta, GA 30327

OWNER:

**McEVER STORAGE
TREE REPLACEMENT PLANS**

Prepared For:
CORO REALTY

**6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA**



SEAL:

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PLAN.

REVISIONS

DRAWING TITLE:

**TREE & LANDSCAPE
PLANS**

DATE:

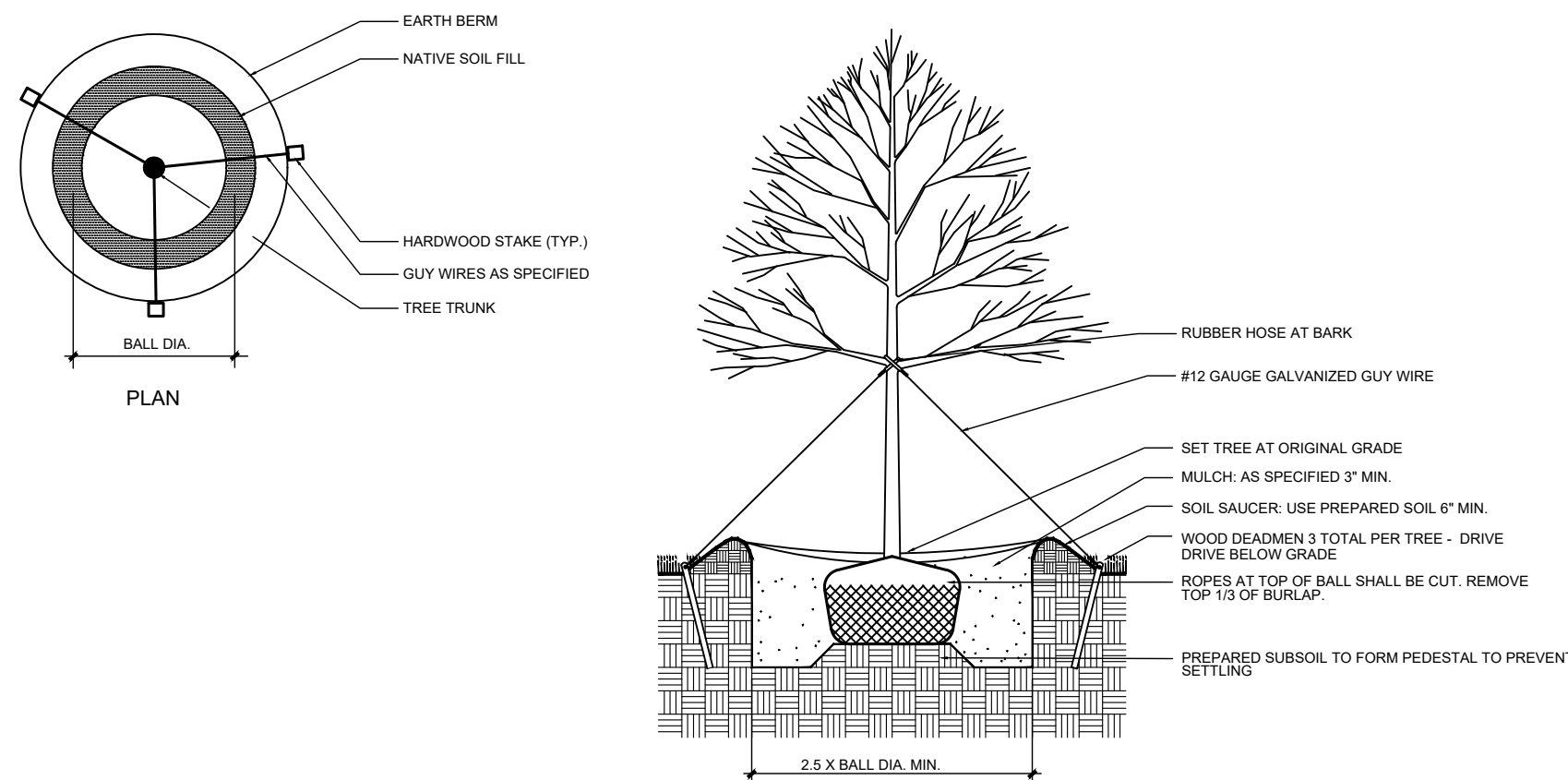
PROJECT #

9.14.22

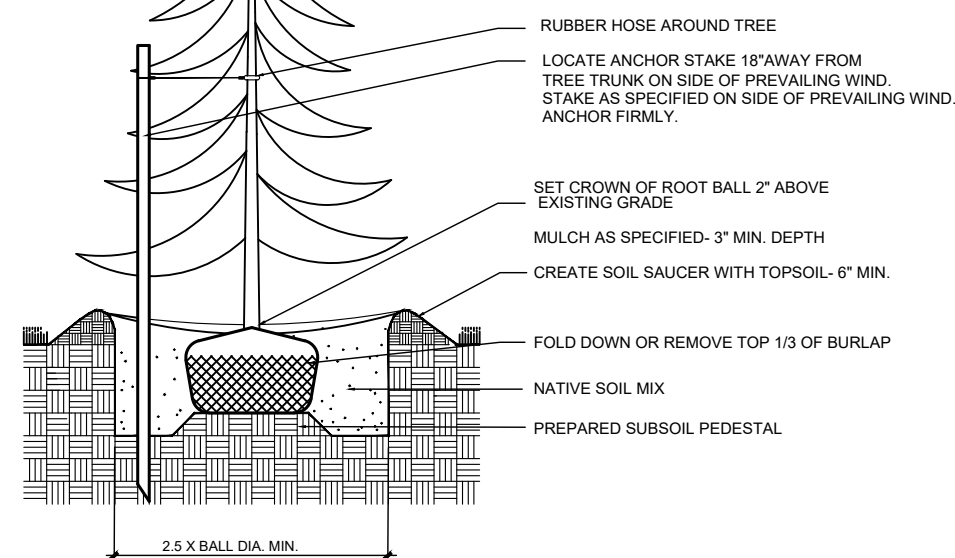
22.083

SHEET REF #

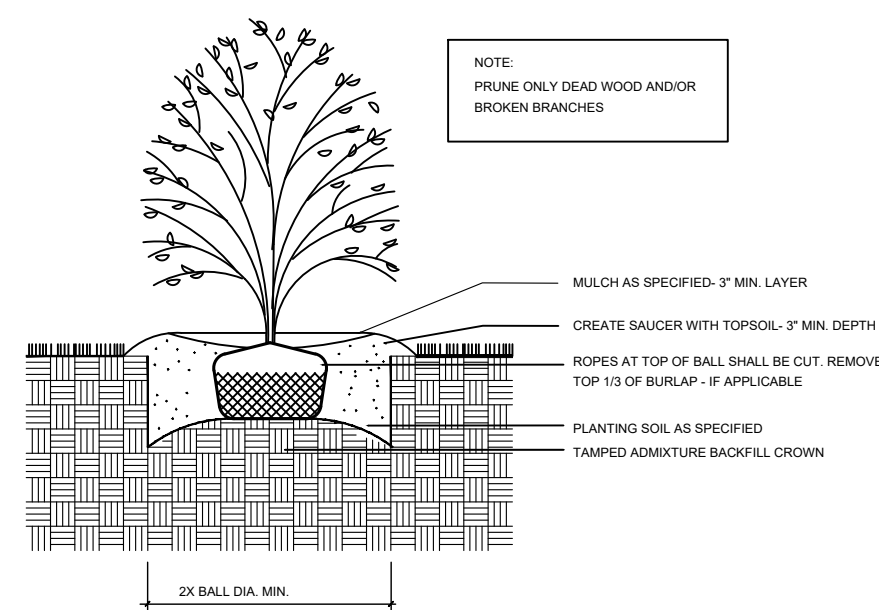
TRP-1



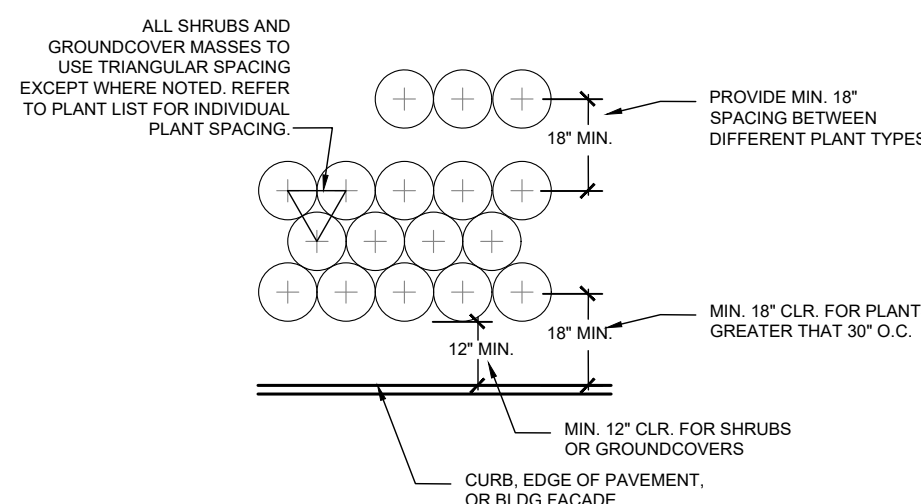
1 DECIDUOUS TREE - DETAIL
NTS
DETAIL-FILE



2 EVERGREEN TREE - DETAIL
NTS
DETAIL-FILE



3 SHRUB PLANTING - DETAIL
NTS
DETAIL-FILE



4 TYPICAL SHRUB / GROUNDCOVER SPACING
N.T.S.
1

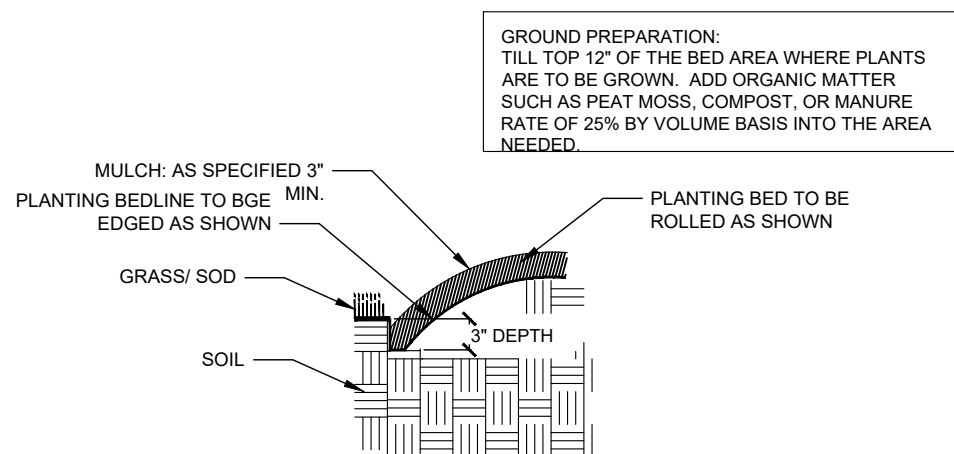
LANDSCAPE STRIP
REQ. 1 TREE PER 40 LF

McEVER ROAD (853')
853' / 40 LF = 23.33 (23 TREES REQ.)

PROVIDED = 23 TREES

GAINES FERRY ROAD (853')
42' / 40 LF = 1.05 (1 TREES REQ.)

PROVIDED = 1 TREE



5 PLANTING BED EDGE - SECTION
3/4\" = 1'-0\"
DETAIL-FILE

GENERAL NOTES:

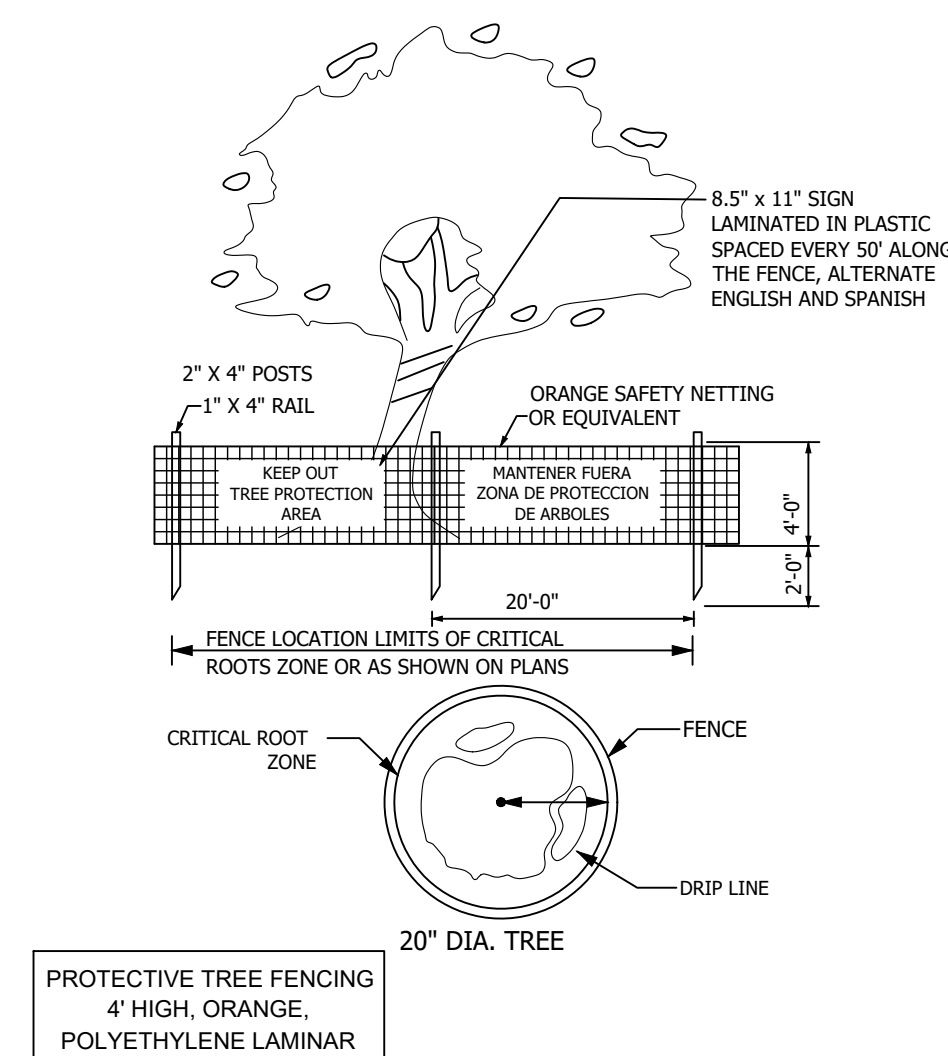
- THE SITE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO HAVE THE LOCATIONS OF THEIR UNDERGROUND UTILITIES MARKED PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL COORDINATE SERVICE ROUTING OF ALL GAS, TELEPHONE AND ELECTRICAL LINES WITH THE APPROPRIATE UTILITY COMPANY. CAUTION SHALL BE EXERCISED TO AVOID INTERRUPTION OF SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ALL EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. ALL CONSTRUCTION MUST COMPLY WITH EACH UTILITY'S STANDARDS AND SPECIFICATIONS AND NOT INTERFERE WITH TREE PLANTING SITES OR EXISTING TREES TO BE PRESERVED.
- THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. LANDSCAPING SHALL BE MAINTAINED IN A GOOD CONDITION SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT LEAST EQUAL TO THE ORIGINAL INSTALLATION. ANY DEAD VEGETATION AND LANDSCAPING MATERIAL OR ANY DAMAGED NON-LIVING LANDSCAPING MATERIALS SHALL BE PROMPTLY REPLACED.
- THE QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE SOLELY FOR INFORMATION OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE QUANTITIES SHOWN IN THE PLANT SCHEDULE WITH THE QUANTITIES SHOWN ON THE PLANTING PLAN. ALL DIFFERENCES IN THE QUANTITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
- DO NOT SCALE FROM THE DRAWING.
- FINAL LOCATIONS OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE. AFTER FLAGGING PLANT LOCATIONS AND PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR INSPECTION.
- ALL PLANT MATERIALS SHALL CONFORM WITH THE LATEST EDITION OF AMERICAN STANDARDS OF NURSERY STOCK BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE SPECIFICATIONS OF THE FEDERAL, STATE AND COUNTY LAWS REQUIRING INSPECTION FOR DISEASE AND INSECT CONTROL. BOTANICAL NAMES SHALL TAKE PRECEDENCE OVER COMMON NAMES.
- THE CONTRACTOR SHALL REMOVE ALL DEAD WOOD, SUCKERS AND ALL BROKEN OR DAMAGED BRANCHES IN ACCORDANCE WITH AANS (AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS) IN ORDER TO PRESERVE THE NATURAL CHARACTER OF THE TREE.
- ALL PLANTING PITS SHALL BE FREE OF ROCKS, GRAVEL AND OTHER DEBRIS. ALL PLANTING PITS SHALL BE PREPARED IN ACCORDANCE WITH THE PLANTING DETAILS.
- PLANT QUALITY, ALL PLANTS SHALL BE BOUND, FREE OF DISEASE OR PESTS AND SHALL HAVE A HEALTHY NORMAL ROOT SYSTEM.
- NO SUBSTITUTION OF PLANT SPECIES OR VARIETY SHALL BE MADE WITHOUT PRIOR WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.
- MAINTENANCE OF PLANTS SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO WATERING, SPRAYING, MULCHING, PRUNING, MOWING, FERTILIZING, ETC. OR OTHER ACTIVITIES AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- FINAL ACCEPTANCE SHALL BE GRANTED BY THE OWNER'S REPRESENTATIVE UPON COMPLETION OF THE ENTIRE PROJECT. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENT BEFORE, DURING AND AT THE END OF THE GUARANTEE PERIOD AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- ALL PLANT MATERIAL THAT DIES, TURNS BROWN, OR DEFOLIATES BOTH PRIOR TO THE FINAL ACCEPTANCE OF THE WORK AND DURING THE GUARANTEE PERIOD SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, VARIETY, QUANTITY, SIZE AND MEETING ALL PLANT SCHEDULE SPECIFICATIONS.
- BURLAP MATERIAL ON BALLED AND BURLAPPED PLANTS SHALL BE THE TYPE WHICH WILL DECAY WITHIN TWO YEARS (NO SYNTHETICS, PLASTIC, NYLON OR TREATED OR OTHER NON-NATURAL TYPES WILL BE ALLOWED.) AFTER SETTING BALLED AND BURLAPPED PLANTS IN THE PLANTING PIT, ALL BINDER TWINE SHALL BE CUT AND THE BURLAP REMOVED FROM THE TOP 1/3 (ONE-THIRD) OF THE ROOTBALL.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT AT ANY TIME UNTIL THE END OF THE GUARANTEE PERIOD ANY AND/OR ALL PLANT MATERIAL THAT DOES NOT MEET THE SPECIFICATIONS AS SET FORTH HERE AND IN THE PLANT SCHEDULE.
- ALL PLANT MATERIALS SHALL BE PLANTED AS PER THE PLANT DETAILS AND NOTES.
- ALL EXISTING TURF AND VEGETATION SHALL BE STRIPPED AND REMOVED PRIOR TO THE INSTALLATION OF ANY TURF AND PLANT MATERIAL. CARE SHALL BE TAKEN WHEN WORKING AROUND OR NEW PLANTS LABELED ON THE PLAN AS EXISTING OR TO REMAIN. ALL EXISTING PLANTS THAT ARE TO REMAIN, IF DAMAGED BY CONSTRUCTION, SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- STANDARDS FOR TRANSPLANTING SHALL BE IN KEEPING WITH THOSE ESTABLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE PUBLICATION, "TREE AND SHRUB TRANSPLANTING MANUAL" OR SIMILAR PUBLICATION. REFERENCE THE AMERICAN ASSOCIATION OF NURSERYMEN PUBLICATION "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI 260, 1973) FOR PLANT MATERIAL QUALITY SPECIFICATIONS. REFERENCE THE LATEST EDITION OF THE "MANUAL FOR WOODY LANDSCAPE PLANTS, MICHAEL DIRR, ISA GUIDELINES AND ANSI STANDARDS, OR SIMILAR PUBLICATION ON SITE REQUIREMENTS FOR VARIOUS TREE SPECIES.
- THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF FINAL ACCEPTANCE. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OF THE END OF THE GUARANTEE PERIOD (AS PER DIRECTION OF THE OWNER).
- THE OWNER AGREES TO PERFORM ALL LANDSCAPE MAINTENANCE (INCLUDING WATERING) THROUGHOUT THE ONE YEAR GUARANTEE PERIOD UNLESS OTHERWISE DETERMINED.
- ALL PLANTING BEDS TO BE MULCHED WITH 4\"/>
- O.C. = PLANT ON CENTER
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE AT 2% MINIMUM IN ALL PLANTED AREAS.

PLANT SCHEDULE - OVERALL

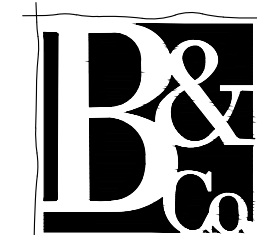
TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE	SPACING
CAR CNR	12	COLLYNIAIR® AMERICAN HORNBEAM / CARPINUS CAROLINIANA 'COMTF1'	B & B	2\"CAL		20' O.C.
CER MRL	9	MERLOT EASTERN REDBUD / CERCIS CANADENSIS 'MERLOT'	B & B	2\"CAL		15' O.C.
CRY JAP	14	JAPANESE CEDAR / CRYPTOMERIA JAPONICA	B & B		6' HT. MIN.	14' O.C.
MAG LIT	13	DWARF SOUTHERN MAGNOLIA / MAGNOLIA GRANDIFLORA 'LITTLE GEM'	B & B		6' HT. MIN.	8' O.C.
MAG RBE	3	KELTYK® SWEETBAY MAGNOLIA / MAGNOLIA VIRGINIANA 'MVMTF'	B & B	2\"CAL	9'-10' HT.	AS SHOWN
THU GG	20	GREEN GIANT ARBORVITAE / THUJA STANDISHII X PLICATA 'GREEN GIANT'	B & B		6' HT. MIN.	12' O.C.
ZEL SER	7	SAWLEAF ZELKOVA / ZELKOVA SERRATA 'GREEN VASE'	B & B	2\"CAL	10'-12' HT.	60' O.C.
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING	
ABE TWI	15	TWIST OF LIME ABELIA / ABELIA X GRANDIFLORA 'TWIST OF LIME' TM	3 GAL		3' O.C.	
CLE JAP	12	CLEYERA / CLEYERA JAPONICA	3 GAL		3' O.C.	
DIS CAS	10	BLUE CASCADE DISTYLIUM / DISTYLIUM X BLUE CASCADE	3 GAL		3' O.C.	
ILE SHA	36	SHAMROCK INKBERY HOLLY / ILEX GLABRA 'SHAMROCK'	3 GAL		4' O.C.	
ILL PAR	49	ANISE TREE / ILLICIUM PARVIFLORUM	3 GAL		6' O.C.	
MIS SIN	7	ADAGIO EULALIA GRASS / MISCANTHUS SINENSIS 'ADAGIO'	3 GAL		3' O.C.	
MYR CER	19	WAX MYRTLE / MYRICA CERIFERA	7 GAL		8' O.C.	
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	SPACING		
CY2	5,894 SF	BERMUDAGRASS / CYNODON DACTYLON 'TIFGREEN'	SOD			
CYN LEI	13,093 SF	TIFWAY 419 BERMUDA GRASS / CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	HYDROSEED			
EC2	14,582 SF	WEeping LOVEGRASS / ERAGROSTIS CURVULA	HYDROSEED			
LIR JOH	118	LILY TURF / LIRIOPE MUSCARI 'JOHN BURCH'	4\"POT	16\" O.C.		16\" o.c.
TRA AS2	333	ASIATIC JASMINE / TRACHELOSPERMUM ASIATICUM 'ASIATIC'	4\"POT	18\" O.C.		18\" o.c.

PLANT SCHEDULE LANDSCAPE STRIP

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE	SPACING
CAR CNR	12	COLLYNIAIR® AMERICAN HORNBEAM / CARPINUS CAROLINIANA 'COMTF1'	B & B	2\"CAL		20' O.C.
CER MRL	9	MERLOT EASTERN REDBUD / CERCIS CANADENSIS 'MERLOT'	B & B	2\"CAL		15' O.C.
MAG RBE	2	KELTYK® SWEETBAY MAGNOLIA / MAGNOLIA VIRGINIANA 'MVMTF'	B & B	2\"CAL	9'-10' HT.	AS SHOWN
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING	
ABE TWI	7	TWIST OF LIME ABELIA / ABELIA X GRANDIFLORA 'TWIST OF LIME' TM	3 GAL		3' O.C.	
CLE JAP	8	CLEYERA / CLEYERA JAPONICA	3 GAL		3' O.C.	
ILE SHA	27	SHAMROCK INKBERY HOLLY / ILEX GLABRA 'SHAMROCK'	3 GAL		4' O.C.	
ILL PAR	49	ANISE TREE / ILLICIUM PARVIFLORUM	3 GAL		6' O.C.	
MYR CER	19	WAX MYRTLE / MYRICA CERIFERA	7 GAL		8' O.C.	
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	SPACING		
CYN LEI	1,718 SF	BERMUDAGRASS / CYNODON DACTYLON 'TIFGREEN'	SOD			
CYN LEI	13,093 SF	TIFWAY 419 BERMUDA GRASS / CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	HYDROSEED			
LIR JOH	118	LILY TURF / LIRIOPE MUSCARI 'JOHN BURCH'	4\"POT	16\" O.C.		16\" o.c.
TRA AS2	719 SF	ASIATIC JASMINE / TRACHELOSPERMUM ASIATICUM 'ASIATIC'	FLAT			



Tr TREE PROTECTION FENCE - DETAIL
NTS
DETAIL-FILE



Brunson & Company
LANDSCAPE ARCHITECTS

903 BOMBAY LANE
ROSWELL, GA 30076

770 . 864 . 1987

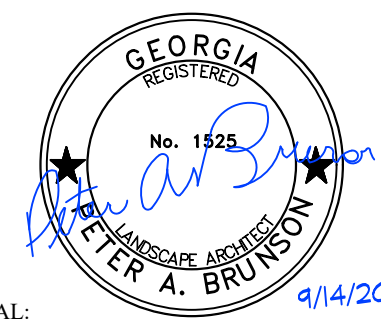
CORO REALTY
3715 Northside Parkway NW
Bldg 400-100
Atlanta , GA 30327

OWNER:

McEVER STORAGE
TREE REPLACEMENT PLANS

Prepared For:
CORO REALTY

6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA



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REVISIONS

NO.	DESCRIPTION

DRAWING TITLE:

LANDSCAPE
SCHEDULE/DETAILS

DATE:

9.14.22

PROJECT #

22.083

SHEET REF #

TRP-2

24 HOUR CONTACT:
SEAMUS BURKE (770) 745-4820

GAINES FERRY ROAD

MCEVER ROAD
(45 MPH)

BELL DRIVE

RV
WASH
50'

1-STORY
9,600 SF

1-STORY
9,600 SF

1-STORY
3,800 SF

1-STORY
9,600 SF

1-STORY
9,600 SF

1-STORY
3,000 SF

2-STORY WITH
BASEMENT
94,000 SF

1-STORY
1,600 SF

1-STORY
9,600 SF

DETENTION &
WATER QUALITY

N/F
WRIGHT FINE, INC
6490 BELL DRIVE
PARCEL #: 08139 005004
ZONED: M-1

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
0 TIDAL ROAD
PARCEL #: 08140 001203
ZONED: M-1

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6733 MERCHANT ST
PARCEL #: 08140 001102
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6729 MERCHANT ST
PARCEL #: 08140 001101
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6725 MERCHANT ST
PARCEL #: 08140 001100
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6721 MERCHANT ST
PARCEL #: 08140 001099
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6717 MERCHANT ST
PARCEL #: 08140 001098
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
6713 MERCHANT ST
PARCEL #: 08140 001097
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGewater DEVELOPMENT, LLC
0 MERCHANT STREET
PARCEL #: 08140 001202
ZONED: M-1

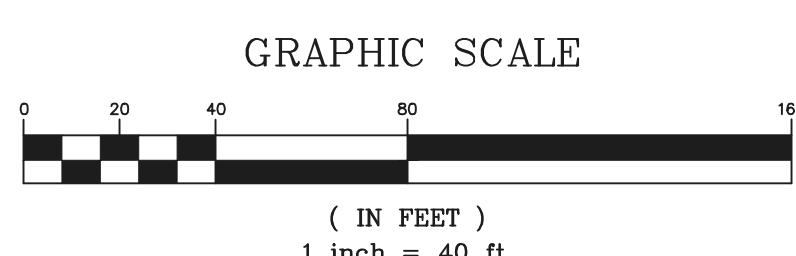
LEGEND

- PROPOSED LIGHT POLE
- FUTURE GDOT STRIPING
- PROPOSED STRIPING
- PROPOSED MOVEMENT
- PROPERTY LINE
- PROPOSED GDOT ROW
- PROPOSED GDOT SIDEWALK
- POURED CONCRETE WALL
- FUTURE GDOT CURB & GUTTER
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER

*****CAUTION*****
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



Know what's below
Call 811 or (800) 282-7411
Before You Dig



paradigm
Engineering Services, Inc.
Seven Dunwoody Park
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No: P-2227
Design By: WBD
Drawn By: LBF
Checked By: WBD
Date: 7/24/2022
Scale: 1" = 40'

Date:	
Revision	
No	

Coro Realty
3715 Northside Parkway NW
Building 400-100
Atlanta, GA 30327
Office: (404) 846-4019

OVERALL GRADING PLAN
6401 MCEVER ROAD
6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Drawing No.
C3.0

MCEVER ROAD
(45 MPH)

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GEORGIA811
Utilities Protection Center, Inc.

Know what's below
Call 811 or (800) 282-7411
Before You Dig

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

The logo for Paradigm Engineering Services, Inc. features the word "paradigm" in a bold, lowercase, sans-serif font. Above the letters "i", "d", and "a" are three green squares of varying sizes. To the right of the word "paradigm" is the text "Engineering Services, Inc." in a smaller, uppercase, sans-serif font. Below this, the address "Seven Dunwoody Park Suite 1115 Atlanta, GA 30038" is listed, followed by the phone number "(770) 605-6030" and the website "www.Paradigmeng.net". The entire logo is enclosed in a rounded rectangular border.

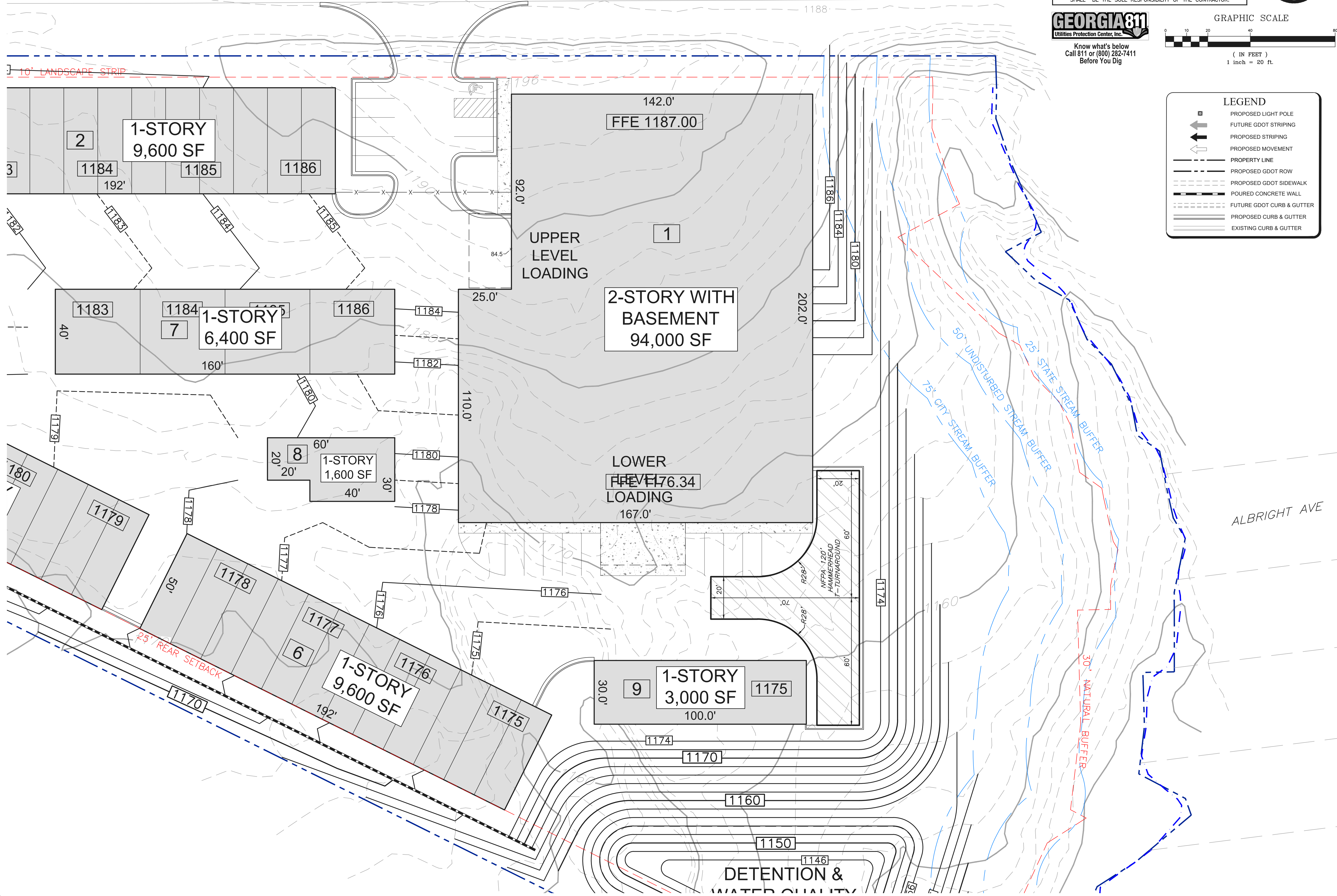
Project No.	P-2227
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	7/24/2022
Scale:	1" = 20'

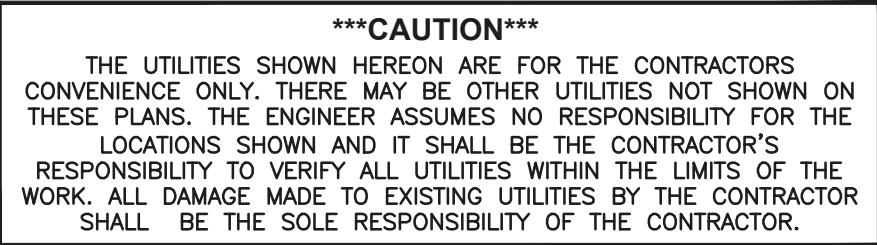
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Coro Realty
3715 Northside Parkway NW
Building 400-100
Atlanta, GA 30327
Office: (404) 846-4019

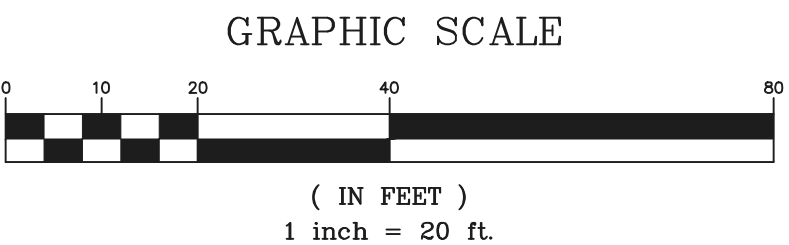
GRADING & DRAINAGE PLAN
6401 MCEVER ROAD
6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Drawing No.
C3.2





**Know what's below
Call 811 or (800) 282-7411
Before You Dig**



DETENTION FACILITY PLAN

6401 MCEVER ROAD

6401 MCEVER ROAD

CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Coro Realty

3715 Northside Parkway NW

Building 400-100

Atlanta, GA 30327

[illegible]

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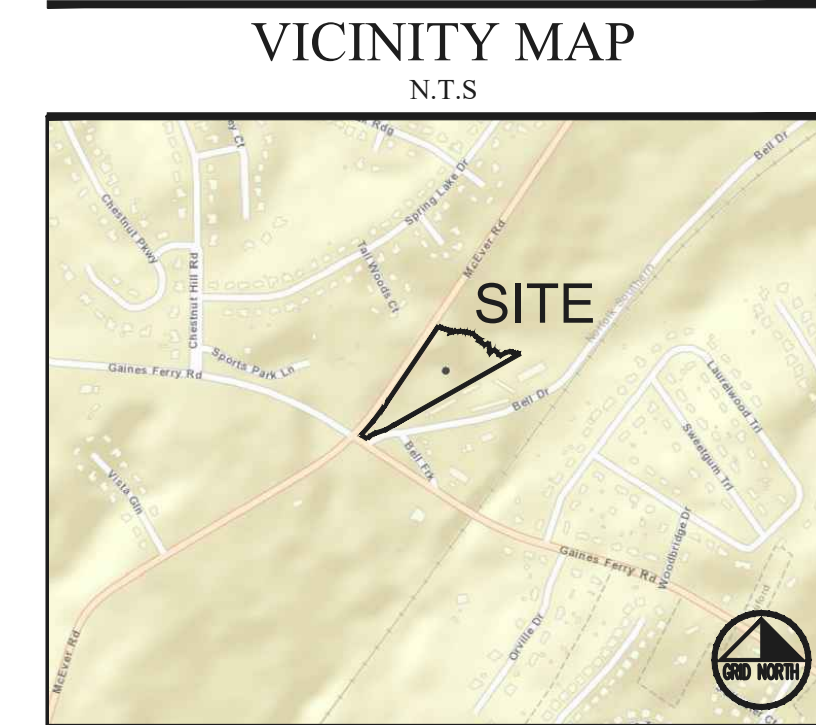
Checked By: WBD

Date: 7/24/2017

Scale: $1'' = 20'$



Drawing No.
C3.3



N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, LLC
0 TIDAL ROAD
PARCEL #: 08140 001203
ZONED: M-1

ALBRIGHT AVE

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, LLC
6733 MERCHANT ST
PARCEL #: 08140 001102
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
6729 MERCHANT ST
PARCEL #: 08140 001101
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
6725 MERCHANT ST
PARCEL #: 08140 001100
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
6721 MERCHANT ST
PARCEL #: 08140 001099
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, LL
6717 MERCHANT ST
PARCEL #: 08140 001098
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
6713 MERCHANT ST
PARCEL #: 08140 001097
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
0 MERCHANT STREET
PARCEL #: 08140 001202
ZONED: M-1

ADDRESS: 6401 MCEVER ROAD
PARCEL NO.: 08140 000092
GROSS SITE AREA: 7.03 AC (288,056 SF)

ZONING
CURRENT ZONING: HB (HIGHWAY BUSINESS)
ZONING JURISDICTION: FLOWERY BRANCH, GEORGIA

PROPOSED USE
MULTI-FLOOR CLIMATE CONTROLLED SELF STORAGE
BUILDING 1: 94,000 SF

SINGLE STORY EXTERIOR ACCESS

BUILDING 2: 9,600 SF
BUILDING 3: 9,600 SF
BUILDING 4: 3,800 SF
BUILDING 5: 9,600 SF
BUILDING 6: 9,600 SF
BUILDING 7: 6,400 SF
BUILDING 8: 1,600 SF
BUILDING 9: 3,000 SF
SUB TOTAL: 53,200 SF

147,200 SF TOTAL

MAXIMUM BUILDING HEIGHT: 60' OR 5 STORIES
MAXIMUM BUILDING LENGTH: 200'
MAXIMUM STORAGE UNIT SIZE: 800 SF

MINIMUM LOT SIZE: 2 AC (MINI-WAREHOUSE)
MAXIMUM DEVELOPED AREA: 4 AC (MINI-WAREHOUSE)

MAXIMUM LOT COVERAGE BY BUILDINGS: 50% (144,028 SF)
PROPOSED LOT COVERAGE BY BUILDINGS: 30% (86,440 SF)

MINIMUM LANDSCAPED OPEN SPACE: 15% (43,208 SF)
PROPOSED LANDSCAPED OPEN SPACE: 36% (102,874 SF)

SETBACKS
FRONT YARD: NONE
SIDE YARD, INTERIOR LOT LINE: 10'
SIDE YARD, CORNER LOT: 15'
REAR YARD: 25'
LANDSCAPE STRIP ALONG ROW: 10'

REQUIRED PARKING
SELF-SERVICE STORAGE FACILITY (MINI-WAREHOUSE)
 MINIMUM REQUIRED: ONE PER 40 STORAGE UNITS
 MAXIMUM PERMITTED: ONE PER 25 STORAGE UNITS

PROPOSED PARKING
STANDARD SPACES: 16
ACCESSIBLE SPACES: 1
17 SPACES TOTAL

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4. ALL PROPOSED PAVING AND CURB PER HALL COUNTY STANDARDS.
5. ALL STRIPING IN THE RIGHT OF WAY SHALL BE THERMOPLASTIC.
6. PAVEMENT IN RIGHT OF WAY SHALL MEET GDOT STANDARDS. SEE GDOT NOTES.

The diagram illustrates the proposed street layout for the intersection of 10th and 11th Streets. It shows a cross-section of the street with various lanes and features. From left to right, the elements are:

- PROPOSED LIGHT POLE**: A small square icon with a circle inside, located on the left side of the street.
- FUTURE GDOT STRIPING**: A thick black arrow pointing left, located in the leftmost lane.
- PROPOSED STRIPING**: A thick black arrow pointing left, located in the second lane from the left.
- PROPOSED MOVEMENT**: A thin black arrow pointing left, located in the third lane from the left.
- PROPERTY LINE**: A dashed line separating the street from the property on the left.
- PROPOSED GDOT ROW**: A dashed line separating the street from the property on the right.
- PROPOSED GDOT SIDEWALK**: A dashed line separating the street from the property on the right.
- POURED CONCRETE WALL**: A thick black line representing a wall, located on the right side of the street.
- FUTURE GDOT CURB & GUTTER**: A dashed line separating the street from the property on the right.
- PROPOSED CURB & GUTTER**: A thick black line representing a curb and gutter, located on the right side of the street.
- EXISTING CURB & GUTTER**: A thick black line representing a curb and gutter, located on the right side of the street.

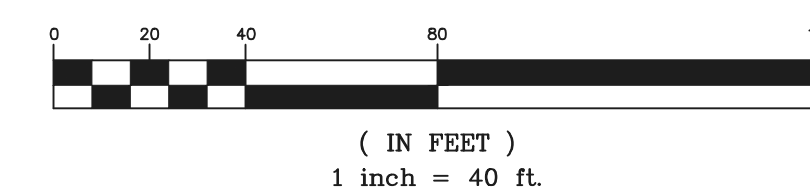
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GEORGIA811
Utilities Protection Center, Inc.

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Before You Dig

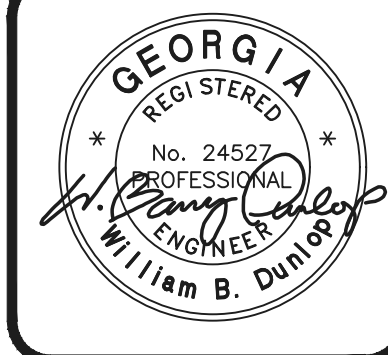
GRAPHIC SCALE



ZONING SITE PLAN
6401 MCEVER ROAD

6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Drawing No.
Z1.0



 **paradigm**
Engineering Services, Inc.
Seven Dunwoody Park
Suite 115
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2227
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	9/12/2022
Scale:	1" = 40'

[illegible]

Coro Realty
3715 Northside Parkway
Building 400-100
Atlanta, GA 30327
Office: (404) 846-4010



COVER SHEET

Date: September 15, 2022

To: Mr. Rich Atkinson, Director of Planning & Community
E-mail: rich@flowerybranchga.org

Cc: Patrick Higgins [Architect]
pha380@bellsouth.net

From: Diane Reid on behalf of Applicant Adam Holland, Coro Realty

Re: Self-Storage
6401 McEver Road
Land Lot 139 & 140, 8th District
City of Flowery Branch,
Hall County, GA

COMMENTS:

Enclosed please find the Conditional Use Application on behalf of Coro Realty, pertaining to the Self-Storage buildings located at 6401 McEver Road, Land Lot 139 & 140, 8th District, City of Flowery Branch, Hall County, GA.

Contents:

1. Cover sheet
2. Copy of Application Payment of \$350.00
3. Conditional Use Permit Application
 - a. Conflict of interest disclosure
 - b. Disclosure of campaign contributions
4. Letter of Intent - Detailed Description of Request
 - a. Appendix A – Z1.0 Site Zoning Plan
5. Development Statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6.
 - a. Appendix A – (2) Two Building renderings
6. Current survey of property
7. Legal Site Description
8. Site plans
 - a. C3.0, C3.1, C3.2 Civil Site and Grading Plans
 - b. C3.3 Detention Plan
 - c. SH.1 Site Survey
 - d. TRP-1, TRP-2 Landscape Plans
9. Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34. 7.

SHAMROCK BUILDING SYSTEMS

1298 CONCORD RD SE, SMYRNA, GA 30080 ■ P: 770-745-4822 ■ F: 770-745-4822

DATE:09/15/2022 CK#:26002 TOTAL:\$350.00***** BANK:CORO REALTY ADVISORS(234579)
PAYEE:FLOWERY BRANCH PLANNING & COMMUNITY DEVELOPMENT(fbpced01)

Property Address - Code	Invoice - Date	Description	Amount
CORO REALTY ADVISORS LLC - cor110	COR110-09/15/22 - 09/15/22	APPLICATION FEE (LAKE LANIER STORAGE	350.00
			350.00

CORO REALTY ADVISORS LLC

3715 NORTHSIDE PKWY NW
BLDG 400 STE 100
ATLANTA, GA 30327

TRUIST BANK
6343 ROSWELL RD NE
ATLANTA, GA 30328

26002

64-1341/611

09/15/2022

\$350.00*****

TO THE
ORDER OF

****** THREE HUNDRED FIFTY AND 00/100 DOLLARS**

FLOWERY BRANCH PLANNING & COMMUNITY DEVELOPMENT

5410 Pine Street
Flowery Branch, GA 30542

CONTAINS AN ARTIFICIAL



CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #

Date: August 31, 2022

Address of Request:

6401 McEver Road

Tax Map # 08140 000092 Current Zoning: HB (Highway Business)

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

Currently a conforming use? Undeveloped

Any conditions of zoning, CUP's, etc.? Self Storage

Applicant Information

Applicant: Adam Holland, Coro Realty

Address: 3715 Northside Parkway, NW, Building 400-100

E-mail address: aholland@cororealty.com

Phone number: (404)846-4019

Signature: 

Notary Seal:

Marie Danielle Burke
exp: 10-2-2023



**Property owner Information**

Property owner (please print): Stonebridge , LLC

Address: 117 Eagle Drive
Hixon, TN 37343

E-mail address: jrichardson@lupton.com

Phone number: 423-747-0503

Signature: *[Handwritten Signature]*

Notary Seal:



Rebecca Watson
my Commission Expires: 7/27/2026

Applicant Information Required at Time of Submittal

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

- Payment of \$350.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

N/A



Received by City of Flowery Branch Staff on _____

Name: _____

Title _____



LETTER OF INTENT – Conditional Use Permit

Director of Planning & Community Development
5410 Pine Street
P.O Box 757
Flowery Branch, GA 30542

Development Project:
Self-Storage
6401 McEver Road,
Flowery Branch,
Hall County, GA
September 15, 2022
Project Ref: 2022-009

Dear Richard Atkinson,

The above captioned property is zoned Highway Business (HB) and requires a conditional use permit. This letter of intent is to identify the Conditional Use Permit Application ("Application") by Coro Realty Advisors, LLC ("Applicant") with respect to approximately 7.03 acres being property commonly known as 6401 McEver Road, Flowery Branch (the "City"), Georgia 30542, Tax Parcel Identification Number 08140 000092 (the "Property").

The Applicant is requesting a Conditional Use Permit ("CUP") for Property currently zoned HB (Highway Business) to develop a climate controlled self-storage facility containing 10 buildings totaling 148,200sf.

The Existing use(s) and zoning of the subject property and nearby properties are consistent with surrounding usages. The following represent land usages adjacent to the subject property:

- The full site is currently a vacant lot, commercially undeveloped, and wooded land (zoned HB Highway Business, Flowery Branch).
- To the north of the site there is a residential development (zoned as a PUD Planned Unit Development, Flowery Branch).
- To the east of the site is a boat storage facility (zoned M1 Industrial, Flowery Branch).

Tel 770-745-4822
Fax 770-745-4822

1298 Concord Rd SE,
Smyrna, GA 30080

www.shamrockbuildingsystems.com

- To the south of the site is Gaines Ferry Road followed by wooded land and Hall County Fire Station 8 (zoned AR-III, Agricultural-Residential, Hall County).
- To the West of the site is McEver Road followed by sports park (zoned R-I Residential, Hall County).

Self-storage use is authorized in underlying HB zoning by Conditional Use Permit. (See appendix A for Z1.0 Zoning Site Plan). The existing value of the property under the existing zoning district classification is appraised at \$882,100 at the current year fair market value. No change to existing zoning district is requested and the value can be discerned.

The proposed development will result in a low impact, quality constructed project, with architectural materials and landscaping meeting or exceeding City's existing regulations. The Conditional Use improvements would enhance the value of adjacent properties.

There is no change to the zoning district and therefore no possible development creation of an isolated zoning district unrelated to adjacent and nearby districts. Since the current use is allowed with the conditional use permit there is no possible effects on the character of the zoning district. The character of zoning district will be unchanged. The existing use is undeveloped land, the proposed Self Storage use is allowable by the underlying HB zoning as a conditional use. No change in zoning district map is requested.

The Civil engineering of the proposed development will meet or exceed all city and county regulations relating to drainage, soil erosion, sedimentation and have no deleterious effect on environment. The proposed development is not located in a flood zone nor will proposed grading increase any downstream flow. Storm detention and water quality will also meet or exceed city, county, and state regulations. No aspect of the proposed development will affect air quality.

The proposed Conditional Use is consistent with surrounding uses, M-1 Industrial, is in conformance with the Comprehensive Plan and permitted in underlying HB zoning and overall zoning scheme and this zoning ordinance.

The Applicant is requesting a CUP for Property currently zoned HB to develop a climate controlled self-storage facility containing 9 buildings totaling 147,200sf. The storage buildings are comprised of one 2-Story with a basement, climate controlled self-storage building and multiple single-story exterior access storage units.



Applicant respectfully requests that the Community Development Department (the "Department") recommend approval of the Application to the Planning Commission and the City Council. Applicant is happy to answer questions or provide any additional information that the Department and the City may have regarding this Application.

Sincerely,



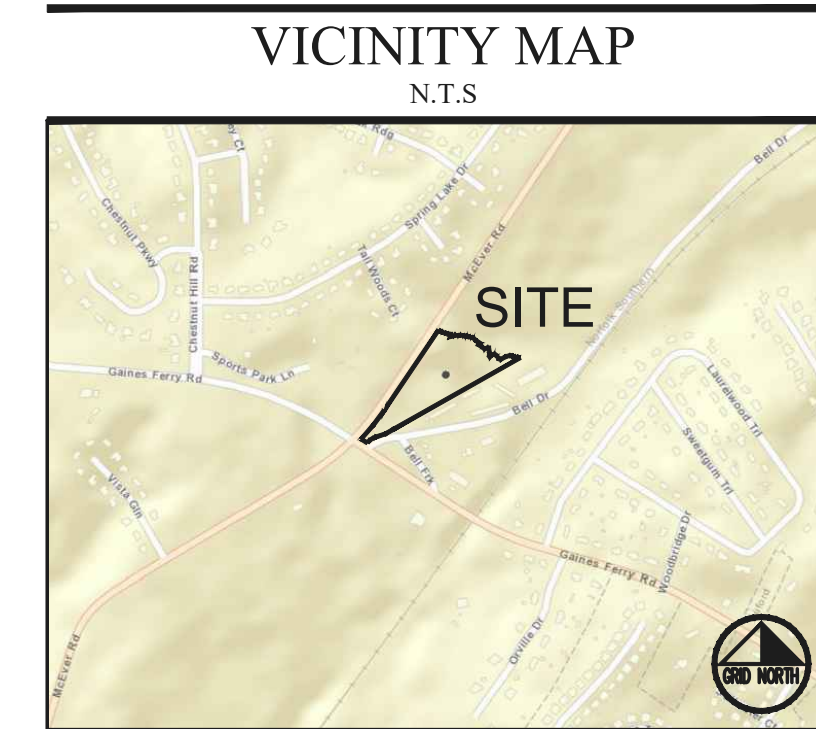
Diane Reid
Shamrock Building Systems, Inc.

DR:ph

Appendix A

- (2) Two Building renderings





N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, LLC
0 TIDAL ROAD
PARCEL #: 08140 001203
ZONED: M-1

ALBRIGHT AVE

N/F
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C/O RANGEWATER DEVELOPMENT, L.L.C.
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PARCEL #: 08140 001102
ZONED: PUD

N/F
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PARCEL #: 08140 001101
ZONED: PUD

N/F
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C/O RANGEWATER DEVELOPMENT, L.L.C.
6725 MERCHANT ST
PARCEL #: 08140 001100
ZONED: PUD

N/F
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C/O RANGEWATER DEVELOPMENT, L.L.C.
6721 MERCHANT ST
PARCEL #: 08140 001099
ZONED: PUD

N/F
CRP/RW BELL DRIVE OWNER, L.L.C.
C/O RANGEWATER DEVELOPMENT, L.L.C.
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PARCEL #: 08140 001098
ZONED: PUD

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ZONED: PUD

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C/O RANGEWATER DEVELOPMENT, L.L.C.
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ZONED: M-1

ADDRESS: 6401 MCEVER ROAD
PARCEL NO.: 08140 000092
GROSS SITE AREA: 7.03 AC (288,056 SF)

ZONING
CURRENT ZONING: HB (HIGHWAY BUSINESS)
ZONING JURISDICTION: FLOWERY BRANCH, GEORGIA

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BUILDING 1: 94,000 SF

SINGLE STORY EXTERIOR ACCESS

SINGLE STORY EXTERIOR
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BUILDING 3: 9,600 SF
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MAXIMUM DEVELOPED AREA: 4 AC (MINI-WAREHOUSE)

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SIDE YARD, CORNER LOT: 15'
REAR YARD: 25'
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MINIMUM REQUIRED: ONE PER 40 STORAGE UNITS
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	FUTURE GDOT STRIPING
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	PROPERTY LINE
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	POURED CONCRETE WALL
	FUTURE GDOT CURBS & GUTTER
	PROPOSED CURBS & GUTTER
	EXISTING CURBS & GUTTER

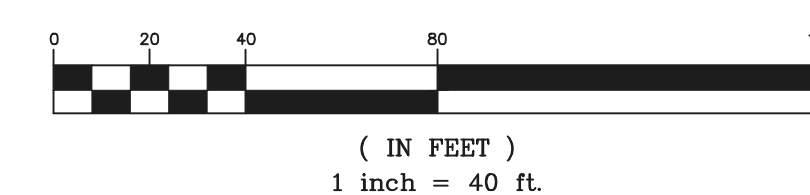
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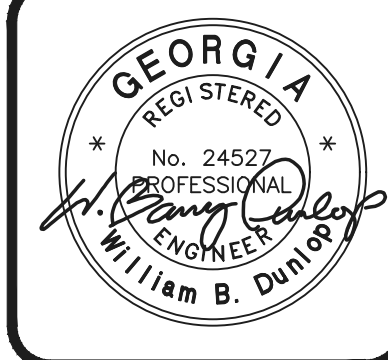
GRAPHIC SCALE



ZONING SITE PLAN
6401 MCEVER ROAD

6401 MCEVER ROAD
LAND LOT 139 & 140, 8TH DISTRICT
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Drawing No.
Z1.0



 **paradigm**
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[illegible]

Coro Realty
3715 Northside Parkway NW
Building 400-100
Atlanta, GA 30327
Office: (404) 846-4019



DEVELOPMENT STATISTICS – Conditional Use Permit

Director of Planning & Community Development
5410 Pine Street
P.O Box 757
Flowery Branch, GA 30542

Development Project:
Self-Storage
6401 McEver Road,
Flowery Branch,
Hall County, GA
September 15, 2022
Project Ref: 2022-009

Dear Richard Atkinson,

The above captioned property is zoned Highway Business (HB) and requires a conditional use permit. The Applicant is requesting a Conditional Use Permit ("CUP") for Property currently zoned HB (Highway Business) to develop a climate controlled self-storage facility containing 10 buildings totaling 148,200sf.

The development statistics and specifications are outlined on the civil site plans. Additional written details are specified in the sections below.

1. Maximum and proposed height of any structure:

Maximum Allowable Building Height: 60' Or 5 Stories

Proposed Height: 2-Story and basement: 36'-4" average grade plane to highest point of building.

Proposed Height: Storage Single-story: 22'-0" average grade plane to highest point of building.

Proposed Height: RV Wash: 22'-0" average grade plane to highest point of building.

2. *Maximum and proposed gross square footage of the building area:*

Maximum gross square footage of the building area = NA

Proposed Multi-Floor Climate Controlled Self Storage

Building 1: 31,333 sf

Lot Coverage (Total building- 2 stories plus basement= 94,000 Sf)

Single Story Exterior Access

Building 2: 9,600 sf

Building 3: 9,600 sf

Building 4: 3,800 sf

Building 5: 9,600 sf

Building 6: 9,600 sf

Building 7: 6,400 sf

Building 8: 1,600 sf

Building 9: 3,000 sf

Building 10 (RV Wash): 1,500 sf

Sub total: 54,700 sf

86,033 Sf Total Lot Coverage

148,200SF = Total Self-Storage Facility Containing 10 Buildings.

3. *See Appendix A for color renderings of proposed structures.*

4. *Material list (with percentages) of proposed structures:*

Building Number 1:

Elevation	Total SF	Glass Windows & Doors, SF/%	Brick, SF/%	EFIS, SF/%
Front	4625	202/4.4%	2416/52.2%	2007/43.4%
Right	6148	419/6.8%	3700/60.2%	2029/33%
Left	6542	0/0	2920/44.6%	3622/55.4%
Rear	5463	92/1.7%	2372/43.4%	2999/54.9%

Building Numbers: 2-3-4-5-6-7-8-9-10

Front facing and right/left elevations 50% brick, 50% EFIS

Rear elevation 20% brick, 80% EFIS.

Note that front facing wall area of buildings 2-10 with storage unit or RV parking roll-up doors, exclusive of doors, shall be 50% brick, 50% EFIS,

Rear facing wall area with storage unit or RV parking roll-up doors, exclusive of doors, shall be 20% brick, 80% EFIS.

5. *Maximum and proposed lot coverage of building area (square feet and percent):*

Minimum Lot Size: 2 Ac (Mini-Warehouse)

Maximum Developed Area: 4 Ac (Mini-Warehouse)

Maximum Lot Coverage By Buildings: 50% (144,028 Sf)

Proposed Lot Coverage By Buildings: 30% (86,033 Sf)

6. *Minimum and proposed square footage of landscaped area (square feet and percent):*

Minimum Landscaped Open Space: 15% (43,208 Sf)

Proposed Landscaped Open Space: 36% (102,874 Sf)

7. *Minimum and maximum and proposed number of parking spaces:*

Required Site Parking:

Self-Service Storage Facility (Mini-Warehouse)

Minimum Required: One Per 40 Storage Units

Maximum Permitted: One Per 25 Storage Units

Proposed Parking

Standard Spaces: 16

Accessible Spaces: 1

17 Spaces Total

8. *Other dimensional information as may be required by the Zoning Administrator.*

The setback requirements:

Front Yard: None

Side Yard, Interior Lot Line: 10'

Side Yard, Corner Lot: 15'

Rear Yard: 25'

Landscape Strip Along Row: 10'

Building Information:

Maximum Building Length: 200'

Maximum Storage Unit Size: 800 Sf



Applicant respectfully requests that the Community Development Department (the "Department") recommend approval of the Application to the Planning Commission and the City Council. Applicant is happy to answer questions or provide any additional information that the Department and the City may have regarding this Application.

Sincerely,



Diane Reid
Shamrock Building Systems, Inc.

DR:mmi

Appendix A

- (2) Two Building renderings





McEver Road Self Storage

McEver Road Self Storage



SURVEY NOTES:
THIS PLAT HAS BEEN PREPARED FOR THE EXCLUSIVE USE AND PURPOSE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON, SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, R/W's, ETC., OF RECORD OR NOT OF RECORD, ABOVE OR BELOW GROUND. ALL MATTERS OF TITLE ARE EXCEPTED.

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THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

ACCORDING TO FIRM MAP NO. 13139C 0290G, DATED 04/04/2018, THIS PROPERTY IS NOT LOCATED WITHIN ZONE X.

THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH, GA WEST ZONE.

SURVEY NOTES:
1.) FIELD DATA:
AVERAGE GPS HORIZONTAL SIGNAL ACCURACY: 0.035'
2.) MEASUREMENTS WERE TAKEN WITH A CARLSON BRX6+ RECEIVER USING RTK METHODS PROCESSED WITH eGPS NETWORK.
3.) PLAT PRECISION: 1'/965,281'
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SEE SURVEY FOR CALLERO HOLDINGS, LLC.
BY THIS FIRM DATED MAY 14, 2020

SEE SURVEY FOR VAN PUGH BOAT STORAGE WRIGHT FINE INC.
BY THIS FIRM DATED JULY 13, 2017

N/F CITY OF FLOWERY BRANCH LIFT STATION
D.B. 6971, PG.32
08140000217
ZONED M1

LEGEND
I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
CTP = CRIMP TOP PIPE
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTER LINE
B/L = BUILDING LINE
L.L. = LAND LOT
L.L.L. = LAND LOT LINE
P.P. = POWER POLE
-P- = POWER LINE
N/F = NOW OR FORMERLY
D.B. = DEED BOOK
P.B. = PLAT BOOK
PG. = PAGE

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

*ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FOOT UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FOOT IMPERVIOUS SURFACE SETBACK.
*IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS MAY BE REQUIRED FOR COMPLIANCE.
A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP 13139C 0089G, HALL COUNTY GEORGIA, DATED 04/04/2018.
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IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OF MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE.

GAINES FERRY ROAD (80'R/W)

MCEVER ROAD (80'R/W)

TRACT 1
282866 Sq. Feet
6.494 Acres
"NO BUILDINGS"

CITY OF FLOWERY BRANCH
S 60°32'22" W 1010.43'

BELL DRIVE (50'R/W)

TRACT 2
33953 Sq. Feet
0.779 Acres

GAINES FERRY ROAD (50'R/W)

NORFOLK SOUTH RAILROAD (R/W VARIES)

LINE	BEARING	DISTANCE
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L2	S 54°31'52" E	13.75'
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L4	S 79°36'31" E	19.50'
L5	S 79°11'05" E	17.54'
L6	S 05°46'23" W	19.17'
L7	N 77°38'15" E	20.54'
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L27	N 45°28'56" E	15.97'
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L33	N 74°27'42" E	30.38'
L34	N 88°23'09" E	14.75'
L35	S 37°22'52" E	12.80'
L36	S 83°51'45" E	10.75'
L37	S 88°56'11" E	20.65'
L38	S 79°35'18" E	18.89'
L39	S 60°19'51" W	63.83'
L40	S 69°14'42" W	16.68'
L41	N 57°43'14" W	51.16'
L42	N 69°14'42" E	14.38'
L43	S 38°31'28" E	30.78'
L44	S 34°11'27" E	29.04'
L45	S 25°45'28" E	27.05'
L46	S 19°55'19" E	16.36'
L47	S 08°07'18" E	17.51'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1502.60'	256.10'	255.79'	N 38°53'04" E
C2	4462.86'	73.14'	73.14'	S 71°23'59" W
C3	98.55'	54.11'	53.43'	S 50°28'24" W
C4	48.55'	24.00'	23.76'	N 50°44'46" E
C5	4412.96'	11.29'	11.29'	N 71°00'47" E

SURVEYOR'S CERTIFICATE

This survey is a retracement of an existing parcel of land and does not subdivide or create a new parcel or change any real property boundaries. The recording information of the document(s), map(s), plat(s) or other instrument(s) which created the parcel(s) are stated hereon. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Further, the undersigned land surveyor certifies that this map, plat or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

RLS #2985



Surveyed by:

ROBBIE HENDERSON
Surveying & Planning
3040 PILGRIM MILL ROAD
CUMMING, GA 30041
PH: 706-654-2015
COA LSF #001242

Thou shall not remove thy neighbor's landmark, which they of old time have set in thine inheritance, which thou shall inherit in the land that the Lord thy God giveth thee to possess it.

Deuteronomy 19:14

RE-TRACEMENT SURVEY FOR:

ESTATE OF BETH LUFTON

STATE	GA	SCALE	1"= 100'	JOB #	21054	FIELD DATE:	JUNE 10, 2021
COUNTY	HALL	LAND LOT	139 & 140	DIST	8th	SECT.	
						PLAT DATE:	JUNE 15, 2021

SH.1 OF 1



LEGAL SITE DESCRIPTION – Conditional Use Permit

Director of Planning & Community Development
5410 Pine Street
P.O Box 757
Flowery Branch, GA 30542

Development Project:
Self-Storage
6401 McEver Road,
Flowery Branch,
Hall County, GA
September 15, 2022
Project Ref: 2022-009

Dear Richard Atkinson,

Below is the legal Site Description:

All that tract or parcel of land lying and being in Land Lot 139 and 140 of the 8th District of Hall County, Georgia, and being particularly describe as follows:

Beginning at a point on the north east corner of the intersection of Gaines Ferry Road having a right of way of 50 feet with Mcever Road, having a right-of-way of 80 feet. Said point is the POINT OF BEGINNING.

Thence with a curve to the left and an arc length of 256.10 feet and a radius of 1502.60 feet being subtended by a chord of North 38 Degrees 53 Minutes 04 Seconds East with a distance of 255.79 feet to a point;

thence North 34 Degrees 05 Minutes 33 Seconds East a distance of 674.05 feet to a point;

thence South 57 Degrees 31 Minutes 08 Seconds East a distance of 15.72 feet to a point;

thence South 54 Degrees 31 Minutes 52 Seconds East a distance of 13.75 feet to a point;

Tel 770-745-4822
Fax 770-745-4822

1298 Concord Rd SE,
Smyrna, GA 30080

www.shamrockbuildingsystems.com

thence South 74 Degrees 24 Minutes 55 Seconds East a distance of 20.76 feet to a point;

thence South 79 Degrees 36 Minutes 31 Seconds East a distance of 19.50 feet to a point;

thence South 79 Degrees 11 Minutes 05 Seconds East a distance of 17.54 feet to a point;

thence South 05 Degrees 46 Minutes 23 Seconds West a distance of 19.17 feet to a point;

thence North 77 Degrees 38 Minutes 15 Seconds East a distance of 20.54 feet to a point;

thence North 63 Degrees 53 Minutes 00 Seconds East a distance of 17.47 feet to a point;

thence South 80 Degrees 19 Minutes 21 Seconds East a distance of 20.39 feet to a point;

thence North 79 Degrees 25 Minutes 30 Seconds East a distance of 16.32 feet to a point;

thence South 82 Degrees 08 Minutes 57 Seconds East a distance of 21.68 feet to a point;

thence South 66 Degrees 29 Minutes 07 Seconds East a distance of 14.41 feet to a point;

thence North 69 Degrees 33 Minutes 58 Seconds East a distance of 12.96 feet to a point;

thence South 66 Degrees 31 Minutes 24 Seconds East a distance of 16.57 feet to a point;

thence South 68 Degrees 15 Minutes 04 Seconds East a distance of 15.48 feet to a point;

thence South 86 Degrees 13 Minutes 48 Seconds East a distance of 11.26 feet to a point;

thence South 44 Degrees 20 Minutes 40 Seconds East a distance of 25.81 feet to a point;

thence South 55 Degrees 55 Minutes 27 Seconds East a distance of 37.56 feet to a point;

thence South 32 Degrees 56 Minutes 46 Seconds West a distance of 14.79 feet to a point;

thence South 57 Degrees 26 Minutes 47 Seconds East a distance of 25.46 feet to a point;

thence South 49 Degrees 14 Minutes 26 Seconds East a distance of 22.51 feet to a point;

thence North 61 Degrees 54 Minutes 47 Seconds East a distance of 24.79 feet to a point;

thence South 75 Degrees 19 Minutes 12 Seconds East a distance of 8.36 feet to a point;

thence South 05 Degrees 59 Minutes 17 Seconds East a distance of 34.29 feet to a point;

thence South 01 Degrees 24 Minutes 33 Seconds West a distance of 21.47 feet to a point;

thence South 31 Degrees 01 Minutes 09 Seconds East a distance of 8.50 feet to a point;

thence North 45 Degrees 28 Minutes 56 Seconds East a distance of 15.97 feet to a point;

thence North 63 Degrees 51 Minutes 50 Seconds East a distance of 22.08 feet to a point;

thence South 50 Degrees 44 Minutes 22 Seconds East a distance of 23.15 feet to a point;

thence South 29 Degrees 49 Minutes 56 Seconds East a distance of 21.86 feet to a point;

thence South 66 Degrees 37 Minutes 23 Seconds East a distance of 14.65 feet to a point;

thence North 61 Degrees 29 Minutes 58 Seconds East a distance of 40.48 feet to a point;

thence North 74 Degrees 27 Minutes 42 Seconds East a distance of 30.38 feet to a point;

thence North 88 Degrees 23 Minutes 09 Seconds East a distance of 14.75 feet to a point;

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thence South 79 Degrees 35 Minutes 18 Seconds East a distance of 18.89 feet to a point;

thence South 60 Degrees 32 Minutes 22 Seconds West a distance of 1010.43 feet to a point;

thence South 60 Degrees 19 Minutes 51 Seconds West a distance of 63.83 feet to a point;

thence with a curve to the left and an arc length of 73.14 feet and a radius of 4462.86 feet being subtended by a chord of South 71 Degrees 23 Minutes 59 Seconds West with a distance of 73.14 feet to a point;

thence South 69 Degrees 14 Minutes 42 Seconds West a distance of 16.68 feet to a point;

thence with a curve to the left and an arc length of 54.11 feet and a radius of 98.55 feet being subtended by a chord of South 50 Degrees 28 Minutes 24 Seconds West with a distance of 53.43 feet to a point;

thence North 57 Degrees 43 Minutes 14 Seconds West a distance of 51.16 feet to a point and the POINT OF BEGINNING.

Said tract contains 282,866 square feet, 6.494 acres.



ANALYSIS REQUIREMENTS – Conditional Use Permit

Mr. Rich Atkinson, Director of Planning & Community
Community Development Department
City of Flowery Branch
PO Box 757
5410 Pine Street
Flowery Branch, Ga 30542

Development Project:
Self-Storage
6401 McEver Road,
Flowery Branch,
Hall County, GA
September 15, 2022
Project Ref: 2022-009

Via Electronic Delivery and Hard Copy

Re: Conditional Use Permit Application ("**Application**") by Coro Realty Advisors, LLC ("**Applicant**") with respect to approximately 7.03 acres being property commonly known as 6401 McEver Road, Flowery Branch (the "**City**"), Georgia 30542, Tax Parcel Identification Number 08140 000092 (the "**Property**")

Zoning Impact Analysis (Section 34.7)

Applicant is requesting a Conditional Use Permit ("CUP") for Property currently zoned HB (Highway Business) to develop a climate controlled self-storage facility containing 10 buildings totaling 148,200sf over 7.03 acres.

A. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

The Property's location along McEver Road near Gaines Ferry Rd provide convenient access to major thoroughfares and close proximity to I-985. The Property backs up to Bell Drive and the railroad tracks and is immediately adjacent to an existing Boat Storage facility. The proposed CUP will allow for a low intensity neighborhood serving commercial use that will serve as a transition from the boat storage to residential uses to the north in accordance with the 2041 Comprehensive Plan.

B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property?

The proposed CUP will positively affect the existing use of nearby properties by activating a dormant site with a neighborhood serving transitional use in accordance with the Mixed-Use Neighborhood character area under the 2041 Comprehensive Plan.

C. Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned?

The Property is an undeveloped mid-block site currently zoned HB (Highway Business). The current HB zoning allows for the proposed use with a CUP which is being requested by the Applicant. While a climate controlled self-storage facility may require a CUP, the intensity of the use is less than many permitted uses under the existing HB zoning, thus mitigating the impact to surrounding neighborhood.

D. Whether the proposal will result in a use which would or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The Subject Property is in an appropriate location for the proposed development, which is adjacent to an existing boat storage facility and would act as a transitional use to the residential subdivision to the north. The Subject Property sits on a major thoroughfare with multiple outlets with easy access to north and southbound state routes.

E. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use map?

The proposal is in conformity with the policy and intent of the 2041 Comprehensive Plan. The proposed CUP is consistent with the Comprehensive Plan designation of Mixed-Use Neighborhood. The City's 2041 Comprehensive Plan describes the Mixed-Use Neighborhood character area as containing commercial development near significant intersections that serves the surrounding neighborhoods. The proposed climate controlled self-storage facility would provide a needed service to the surrounding neighborhoods while acting as a transitional use between the boat storage and nearby residential.

F. Whether there are other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?

The Property's location along McEver Road with easy access to major state routes and I-985 combined with it being a low intensity transitional use will be a benefit to the surrounding community. Further, the proposal will activate a dormant site and provide transitional use in accordance with the policy and intent of the 2041 Comprehensive Plan.

Applicant respectfully requests that the Community Development Department (the "Department") recommend approval of the Application to the Planning Commission and the City Council. Applicant is happy to answer questions or provide any additional information that the Department and the City may have regarding this Application.

Sincerely,



Diane Reid
Shamrock Building Systems, Inc.

DR:sa

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LEGEND

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L23	S 75°19'12" E	8.36'
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L34	N 88°23'09" E	14.75'
L35	S 37°22'52" E	12.80'
L36	S 83°51'45" E	10.75'
L37	S 88°56'11" E	20.65'
L38	S 79°35'18" E	18.89'
L39	S 60°19'51" W	63.83'
L40	S 69°14'42" W	16.68'
L41	N 57°43'14" W	51.16'
L42	N 69°14'42" E	14.38'
L43	S 38°31'28" E	30.78'
L44	S 34°11'27" E	29.04'
L45	S 25°45'28" E	27.05'
L46	S 19°55'19" E	16.36'
L47	S 08°07'18" E	17.51'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1502.60'	256.10'	255.79'	N 38°53'04" E
C2	4462.86'	73.14'	73.14'	S 71°23'59" W
C3	98.55'	54.11'	53.43'	S 50°28'24" W
C4	48.55'	24.00'	23.76'	N 50°44'46" E
C5	4412.96'	11.29'	11.29'	N 71°00'47" E

SURVEYOR'S CERTIFICATE

This survey is a retracement of an existing parcel of land and does not subdivide or create a new parcel or change any real property boundaries. The recording information of the document(s), map(s), plat(s) or other instrument(s) which created the parcel(s) are stated hereon. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Further, the undersigned land surveyor certifies that this map, plat or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

RLS #2985



Surveyed by:

ROBBIE HENDERSON
Surveying & Planning
3040 PILGRIM MILL ROAD
CUMMING, GA 30041
PH: 706-654-2015
COA LSF #001242

Thou shall not remove thy neighbor's landmark, which they of old time have set in thine inheritance, which thou shall inherit in the land that the Lord thy God giveth thee to possess it.

Deuteronomy 19:14

RE-TRACEMENT SURVEY FOR:

ESTATE OF BETH LUFTON

STATE	GA	SCALE	1"= 100'	JOB #	21054	FIELD DATE:	JUNE 10, 2021
COUNTY	HALL	LAND LOT	139 & 140	DIST	8th	SECT.	PLAT DATE: JUNE 15, 2021

SH.1 of 1



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: A Public Hearing to consider a request submitted by Edge City Properties, Inc. to Rezone 5408 and 5416 Gainesville Street from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND).

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

FACTS AND ISSUES:

Applicant has withdrawn this request.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Applicant has withdrawn this request.

SAMPLE MOTION:

N/A

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [22137.00 - Rezoning Application Combined.pdf](#)



REZONING APPLICATION

Date: August 8, 2022

Address of Request:

5416 and 5408 Gainesville Street, Flowery Branch, GA 30542

Tax Map # 08112 027026, 08112 027044 Current Zoning: R-1

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? No

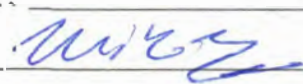
Applicant Information

Name: Edge City Properties, Inc., C/O Kenneth J. Wood at Planners and Engineers Collaborative, Inc.

Address: 350 Research Court, Peachtree Corners, GA 30092

E-mail address: kwood@pec.pllis

Phone number: 770-451-2741

Signature: 

Notary:



Flowery Branch
6/8/2025



Property owner information (if different than the applicant)

Property owner (please print): The Evelyn Bagwell Revocable Trust

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 08112 027026

Current Zoning: R-1 Total Acres: +/-13.68

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

Proposed City of Flowery Branch Zoning: TND

Current Use: R-1

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Evelyn B. Jones

Signature of property owner: Nedra Ann Jones Executor

Notary:



Ashley Nichole Young

Property Information

Tax Map Number: 08112 027044

Current Zoning: R-1 Total Acres: +/-0.49

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

Proposed City of Flowery Branch Zoning: TND

Current Use: R-1

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

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

- Legal description
- Current survey of property



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

Conflict of Interest Disclosure

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

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

None

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

None

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

None



Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

NONE

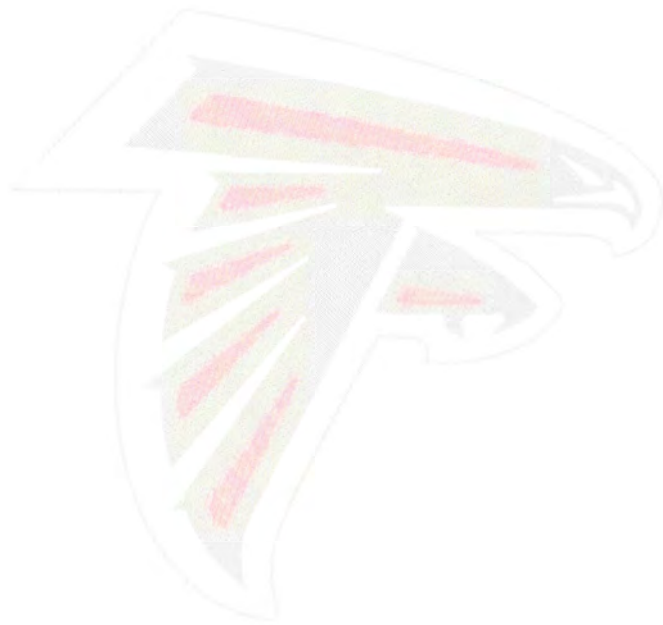
NONE

_____	_____
_____	_____

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____



9/12/2022

Re: **Letter of Intent**
Gainesville Street Rezoning (+/-14.158 acres)
PEC+ Project No. 22137.00

Dear Community Development officials,

This rezoning application is being submitted on behalf of the developer and applicant. This application proposes to rezone the approximately 14-acre property located on the west side of Gainesville Street from R-1 to TND. This rezoning would facilitate the development of a new 59 single-family detached lot community.

Existing Conditions:

The uses surrounding the property include:

- North: single-family detached homes
- East: Land under construction for PUD
- South: Single-family detached homes
- West: Undeveloped land and single-family detached homes

As it currently exists, the subject property is located on the west side of Gainesville Street across from the intersection with Spring Street. The tract is undeveloped with a stream and floodplain that are within the northern end of the site.

Proposed Development

The proposed development consists of 59 single-family detached lots. The single-family detached lots will be in the southern portion of the property with the single-family attached units located in the northern end the property. The residences will be at a size, quality and price commensurate with or exceeding existing homes in the surrounding area.

The proposed homes will be a maximum of three stories with two-car garages. The front façade of the proposed homes would be constructed of a mixture of brick, stone, and/or fiber-cement shake/siding (including board and batten). Additionally, the proposed dwellings would have a minimum of 1,400 square feet heated floor area.

The overall site density is 4.16 units per acre which is in line with the future land use of Suburban Residential as it will create new quality residential living at suburban densities. The site is bordered by the Old Town Character area to the south which encourages higher densities to support the downtown revitalization. The proposed development will also provide meaningful open space to be easily accessed by the residents. The creation of development in this area will provide a live-work environment for future residents with lower commute times and quality housing, along with providing economic support to downtown shops and restaurants.

The proposed development would be accessed from Gainesville Street opposite Spring Street, with no vehicular access to the surrounding neighborhoods; surrounding and existing uses will not face major negative impacts. There will be a pocket park with almost three acres of open space provided within the community. The proposed buildings will be buffered from the surrounding properties by a 40-foot landscape buffer. There is also a stormwater facility proposed near the northeast corner of the site to collect runoff during significant rain events. The Gainesville Street frontage will have sidewalks installed to further advance the Comprehensive Plan by increase the walkability of the area into the City's downtown area.

The applicant and owner respectfully request that the City of Flowery Branch City Council and Planning Staff approve and support the Applicant's rezoning request to allow for the rezoning of this property from R-1 to TND. This would

facilitate the development of a new 59 single-family detached lot community that would contribute to the advancement of the purpose and intent of the City of Flowery Branch comprehensive plan. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,

Planners and Engineers Collaborative, Inc.

A handwritten signature in blue ink, appearing to read "Hewitt", is written over a solid black horizontal line.

JUSTIFICATION FOR REZONING APPLICATION OF
EDGE CITY PROPERTIES, INC.

The portions of the Zoning Resolution of the City of Flowery Branch (the “ZR”) which classify or may classify the property (the 'Property') which is the subject of the rezoning application submitted herewith (the “Application”) into any less intensive zoning classification other than as requested by the Applicant, or that prohibit the development of the Property as set forth in the Application, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the ZR as applied to the subject Property, which restricts its use to the present zoning classification is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I. Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

The Property is presently suitable for development under the TND zoning classification as requested by the Applicant and is not economically suitable for development under the present Agricultural zoning classification of the City of Flowery Branch. A denial of the Application would constitute an arbitrary and capricious act by the Mayor and City Council members of the City of Flowery Branch without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City of Flowery Branch Mayor and City Council Members to rezone the Property to the TND classification as set forth in the Application with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property to the TND classification subject to conditions which are different from the conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the Applicant's and the Owner's utilization of the subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Likewise, a refusal by the City of Flowery Branch's Mayor and City Council Members to permit the Applicant to withdraw the Application without prejudice would be an arbitrary and capricious act by the City of Flowery Branch's Mayor and City Council Members without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section 1, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Accordingly, the Applicant respectfully requests that the rezoning application submitted by the Applicant relative to the Property be granted and that the Property be rezoned to the zoning classification as shown on the respective application.

This 9 day of August 2022

Respectfully submitted,

EDGE CITY PROPERTIES, INC., As Applicant



Michael K. Dye
President

Authorization to Inspect Property

I hereby authorize the City of Flowery Branch Staff and/or City Council to inspect the Property located at 5416 and 5408 Gainesville Street, Flowery Branch, Georgia for the purpose of a evaluating a Rezoning Application.

Nedra Ann Jones Executor
THE EVELYN BAGWELL REVOCABLE TRUST
Nedra Ann Jones Executor
EVELYN B. JONES

**Adjacent Property Owners to 5416 and 5408 Gainesville Street: Source Hall County
qPublic.net and City of Flowery Branch Official Zoning Map dated 2016**

1. [SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.](#)
1630 MILITARY CUT-OFF ROAD
SUITE 218
WILMINGTON, NC 28403
PUD
2. EDWIN ANDRES QUITIAN RUIZ
6030 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
3. LINDSAY MARIE COLE
KEMP, JEAN E. & COLE, CHANDLER BROOKS
6034 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
4. WESLEY AARON NEWTON
NEWTON MARILYN MONTEMAYOR
6038 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
5. ETHAN PEARCE HEISEY
HEISEY, MEGAN NICOLE
6042 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
6. CHARLES NORMAND WILSON
TENNIS, KATIE ELIZABETH
6046 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
7. LISA MADELEINE COZZA
COZZA ROBERT JUDE
6050 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
8. WIDJAJA SULISTIO
TJIPTOKUSUMO DEVI YONASIS
6054 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
9. ANTHONY RICHARD BARRIOS PINA
PINERO LISBETH M ARRIETA
6058 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD

10. DEIVI ALFREDO VILLEG ROSADO
6062 TRUMPET FLOWER AVENUE
FLOWERY BRANCH, GA 30542
PUD
11. [MAOQIAO YANG](#)
XUE, JIA
5765 BRIDLETON CROSSING
SUWANEE, GA 30024
PUD
12. MARIA M. BELLO HERNANDEZ
HERNANDEZ PRICE, MARIA M.
6070 TRUMPET FLOWER AVE
FLOWERY BRANCH, GA 30542
PUD
13. JAMES F STRICKLAND
STRICKLAND, MARTHA W.
5406 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542
R-1
14. [JERRY DAVID TANNER](#)
TANNER SUE A
5504 GAINESVILLE ST
FLOWERY BRANCH, GA 30542
R-1
15. FREDERICK PETER PHEIL
P. O. BOX 338
RUBY, SC 29741
R-1
16. [FLOWERY BRANCH PARTNERS, LLC](#)
3840 WINDERMERE PARKWAY, SUITE 402
CUMMING, GA 30041
PUD

Sec. 34.7. - Analysis Requirements.

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed development is a single-family residential neighborhood that will conserve important natural areas.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will not adversely affect the existing use or usability of any of the nearby properties. The proposed development is compatible with surrounding development.
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. The current R-1 zoning is not a reasonable economic use.
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed rezoning will not result in an excessive or burdensome use of the infrastructure. The subject property is located on Gainesville Street with access to all utilities. Further, the relatively low development density will not overly burden the infrastructure system.
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. The proposed rezoning should be appropriate when reviewing the Future Land Use character area of the Property. In addition, the adjacent parcel contiguous to the south are part of the Old Town Character Area and should allow a more intensive zoning. The installation of sidewalks along Gainesville Street will increase walkability to the City's downtown area which is a theme goal in the Comprehensive Plan.
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. The proposed rezoning is in conformity with the policy and intent of the City's Comprehensive Plan. The low-density R-1 zoning is no longer appropriate, and the property is well served as a single-family residential use and is adjacent to a higher density PUD.
- (g) Existing use(s) and zoning of the subject property and nearby properties. The existing use is a single-family home. The property is predominately surrounded by a PUD (to the west, north and south) and R-1 on the Gainesville Street frontage.
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. The current R-1 zoning is not a reasonable economic use. The Property is one of the larger tracts in the area and not appropriate for the larger lot sizes and lower density of R-1.
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. The proposed rezoning is appropriate with surrounding uses and should be eligible for a higher density given its proximity to the Old Town Character Area which encourages higher densities and increases the viability of the downtown redevelopment.
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The proposed rezoning will not create an isolated zoning district and will complement the surrounding uses.

- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed rezoning will not negatively impact the character area of the zoning district.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The proposed rezoning use will not negatively impact the environment and will produce a quality residential use with careful consideration given to responsibly develop with no negative impact on the environment.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed rezoning is in full compliance with the overall zoning scheme and purposes of the Zoning Ordinance. This proposal will protect and appreciate the surrounding properties while increasing the quality of the City's housing supply.*

**City of Flowery Branch Rezoning Application
REQUEST FOR STATISTICAL INFORMATION
5416 and 5408 Gainesville Street Rezoning
Application**

1. Value of improvements at buildout:
 - Single Family Attached Homes 59 x \$350,000
 - Total Value of Development = \$20,650,000
2. Property tax revenue at buildout: (based on 40% of Total Value is \$11,320,000)
 - Hall County - \$ 308,358 (millage rate of 27.24)
 - City of Flowery Branch - \$43,084 (millage rate of 3.264)
3. Schedule of construction:
 - Design/Permitting: 12/1/2022 to 4/30/2023
 - Land Development/Plat: 5/1/2023 to 12/31/2023
 - Home Construction and Sales 1/1/2024 to 12/31/2025
4. Anticipated total square footage per unit:
 - 1,400 sf minimum
5. Total acreage to be developed:
 - +/- 11.46 acres in total
6. The Single-Family Tract will contain approximately +/- 3.8 acres private roads and utility easements.
7. The Single-Family Tract will contain approximately +/- 2.75 acres of open space/common area to be maintained by the HOA to be established.
8. The Single-Family Tract will contain approximately TBD acres of buffer and watershed protection.
 - A) The impervious buffer is applicable to this tract.
 - B) No property lines may extend into the undisturbed stream buffer.
 - C) The developer intends to utilize private streets to conform to the City's development code for front entry homes. The developer will dedicate storm sewer easements to the City of Flowery Branch as appropriate.
9. Transportation alternatives:
 - The Single-Family Tract will have sidewalks along the frontage along Gainesville Street to utilize walkability to the City's downtown are.

10. Amenities for Single Family tract total approximately 4.75 +/- acres and will include the following:
 - Pocket Park
 - Green Area
11. A minimum of TBD streetlights are planned for the Single-Family Tract with a maximum spacing of 150 feet.
12. The Single-Family Tract will include approximately 3,782 linear feet of sidewalk containing approximately 230 cubic yards of concrete.
13. Homes in the Single-Family Tract will have access to high-speed internet to the extent available from the service provider.
14. The Single-Family Tract will contain areas for providing detention, water quality and stream protection.
15. A traffic study has not yet been commissioned.
16. There are no provisions for utilization and storage of reuse water in this plan.
17. The Single-Family Tract, as proposed, will generate approximately 20,650 (350 gpd x 59 units) gallons per day of wastewater flow.
18. The maximum daily water consumption is approximately 20,650 gallons per day. Low flow fixtures are required by the development.
19. A preliminary design has been completed to evaluate the proposed density. The site does not contain slopes 24% or greater.
20. Public safety requirements related to life safety codes have been considered in the concept design.
21. The Hall County school system will be provided density and build out projections for the entirety of the community.
22. Copies of master covenants and guidelines will be filed and recorded prior to recordation of the initial final plat.

Legal Description – Gainesville Street 5416

All that tract or parcel of land lying and being in Land Lot 112 of the 8th District, City of Flowery Branch, Hall County, Georgia, and being more particularly described as follows:

BEGINNING at a 7/8" open-top pipe found at the southernmost corner of Lot 315 of Summit Lake Subdivision Phase 2, as recorded in Plat Book 879, Page 291 of Hall County, Georgia records;
Thence South 47 Degrees 11 Minutes 34 Seconds West a distance of 12.12 feet to a 1-1/2" open-top pipe found;
Thence South 56 Degrees 43 Minutes 56 Seconds East a distance of 428.58 feet to a point at the northwesterly right of way of Gainesville Street (40' R/W);
Thence along said right of way the following courses and distances:
South 34 Degrees 47 Minutes 24 Seconds West a distance of 89.96 feet to a point;
South 34 Degrees 03 Minutes 03 Seconds West a distance of 205.02 feet to a 1/2" rebar set;
Thence leaving said right of way North 55 Degrees 23 Minutes 46 Seconds West a distance of 245.63 feet to a 1" crimped-top pipe found;
Thence South 34 Degrees 45 Minutes 05 Seconds West a distance of 116.68 feet to a 1" crimped-top pipe found;
Thence North 54 Degrees 29 Minutes 24 Seconds West a distance of 41.81 feet to a 1-1/2" open-top pipe found;
Thence South 47 Degrees 05 Minutes 07 Seconds West a distance of 81.36 feet to a 1" open-top pipe found;
Thence North 72 Degrees 29 Minutes 07 Seconds West a distance of 242.41 feet to a 1/2" rebar found;
Thence North 43 Degrees 30 Minutes 24 Seconds West a distance of 95.73 feet to a 1/2" rebar found;
Thence North 32 Degrees 22 Minutes 01 Seconds West a distance of 138.08 feet to a 1/2" rebar found;
Thence North 37 Degrees 39 Minutes 04 Seconds West a distance of 77.21 feet to a 1/2" rebar found;
Thence North 30 Degrees 22 Minutes 11 Seconds West a distance of 102.03 feet to a 1/2" rebar found;
Thence North 31 Degrees 48 Minutes 07 Seconds West a distance of 51.86 feet to a 1/2" rebar found (bent);
Thence North 31 Degrees 32 Minutes 31 Seconds West a distance of 76.93 feet to a 1/2" rebar found;
Thence North 30 Degrees 29 Minutes 06 Seconds West a distance of 83.60 feet to a 1" open-top pipe found;
Thence North 33 Degrees 11 Minutes 02 Seconds East a distance of 710.40 feet to a 1" open-top pipe found;
Thence South 27 Degrees 31 Minutes 23 Seconds East a distance of 800.42 feet to a 7/8" open-top pipe found, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 14.158 Acres.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 61,990. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 413,936.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S3 TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 4/15/2022

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE IS SHOWN TO BE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.I.R.M. CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13139C0283G DATED 4/4/2018.

ALL MATTERS OF TITLE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THE UNDERGROUND UTILITIES WERE ONLY MARKED FOR A PORTION OF THIS SITE AND ARE SHOWN HEREON BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
154 GRANT ROAD
FAYETTEVILLE, GEORGIA 30215
TEL. (404.312.6912)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS) WERE LOCATED BY UTILISURVEY, LLC, UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

SITE ADDRESS IS LISTED AS:
5416 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 08112 027026.

REFERENCE #1: BOUNDARY SURVEY FOR EVELYN B. JONES, PREPARED BY PATTON LAND SURVEYING, DATED MARCH 2, 2006, AND LAST REVISED ON FEBRUARY 21, 2012.

SYMBOL LEGEND

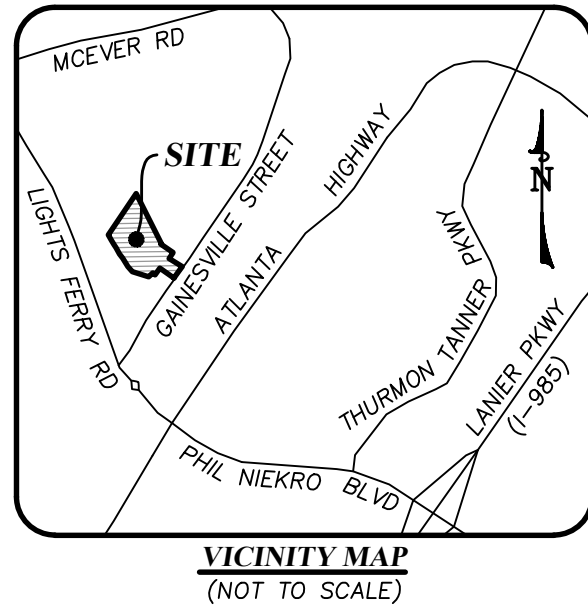
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- RIGHT-OF-WAY MONUMENT FOUND
- ADJOINING LOT NUMBER
- LOT NUMBER
- LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- SIGN
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- LIGHT POLE (LP)
- POWER POLE (PP)
- SERVICE POLE
- TRANSFORMER
- GAS MANHOLE
- GAS VALVE
- GAS METER
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM SEWER CLEAN OUT
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- CURB INLET
- DROP INLET
- FLARED END SECTION
- HEADWALL
- JUNCTION BOX
- WEIR INLET
- YARD INLET
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- PEDESTRIAN SIGNAL POLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER VAULT

ABBREVIATIONS

- A.E. ACCESS EASEMENT
- B.C. BACK OF CURB
- B.M. BENCHMARK
- B.S.L. BUILDING SETBACK LINE
- C.&G. CURB AND GUTTER
- C.L. CENTERLINE
- C.L.F. CHAIN LINK FENCE
- C.M.F. CONCRETE MONUMENT FOUND
- C.M. CONCRETE
- C.T.P. CRIMPED TOP PIPE
- D.B. DEED BOOK
- D.E. DRAINAGE EASEMENT
- E.X. EXISTING
- E.P. EDGE OF PAVEMENT
- F.E. FENCE
- F.L. LAND LOT LINE
- I.L.L. LAND LOT LINE
- O.T.P. OPEN TOP PIPE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R. PROPOSED
- R/W. RIGHT OF WAY
- S.S. SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- S.S.M.H. SANITARY SEWER MANHOLE
- U.E. UTILITY EASEMENT
- C.I. CURB INLET
- D.I. DROP INLET
- D.W.C.B. DOUBLE WING CATCH BASIN
- F.E.S. FLARED END SECTION
- H.W. HEADWALL
- J.B. JUNCTION BOX
- O.C.S. OUTLET CONTROL STRUCTURE
- S.W.C.B. SINGLE WING CATCH BASIN
- W.I. WEIR INLET
- Y.I. YARD INLET
- C.M.P. CORRUGATED METAL PIPE
- D.I.P. DUCTILE IRON PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- V.C.P. VITRIFIED CLAY PIPE

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY CENTERLINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- RAILROAD TRACK
- OVERHEAD UTILITY LINE
- UNDERGROUND CABLE TV LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS PIPE
- UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- UNDERGROUND STREET LIGHTING LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND TRAFFIC LINE
- UNDERGROUND WATER PIPE



BOUNDARY SURVEY FOR:
EDGE CITY PROPERTIES, INC.

LOCATED IN LAND LOT 112
8th DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA
JULY 13, 2022

G U N N I N
S U R V E Y



DRAWN BY: JZC
CHECKED BY: ZRW

PROJECT NO. 22016

SHEET 1 OF 1

TOTAL AREA=
14.158 ACRES

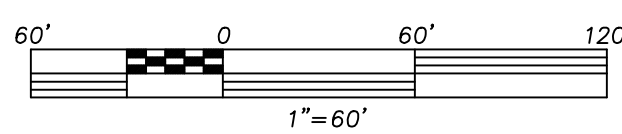
SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

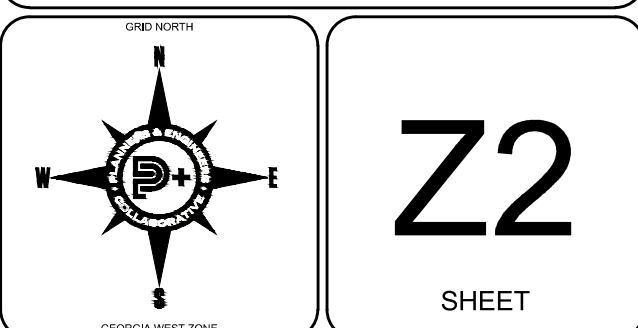
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

ZACHARY R. WEISEL, GA RLS NO. 3473

07/13/22

DATE









FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: A Public Hearing to consider a request from VM&R, LLC to Rezone two parcels of land from Agricultural (A) to Highway Business (HB).

****Applicant has requested this item be Tabled.****

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

No motion at this time

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Rezoning Application \(HF Reed and Falcon Pkwy\).pdf](#)



REZONING APPLICATION

Date: September 16, 2022

Address of Request:

Northwest corner of the intersection of HF Reed Industrial Pkwy and Falcon Pkwy.

Tax Map # 08070 001002; 08073 000004A Current Zoning: A

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? No

Applicant Information

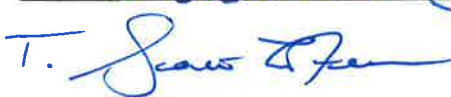
Name: VM&R, LLC

Address: 5317 T L Bower Way, Flowery Branch, GA, 30542

E-mail address: slefevre@clipperpetroleum.com

Phone number: 770-965-6416

Signature: 

Notary: 





Property owner information (if different than the applicant)

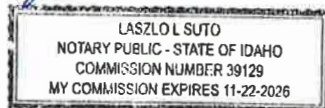
Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: Rex McCrary, General Partner, THE McCrary Family Partnership, L.P.

Notary:

State of Idaho
County of Bonner

Signed by Rex McCrary on 9-15-22



[Signature] Notary
My Commission expires 11-22-26

Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property

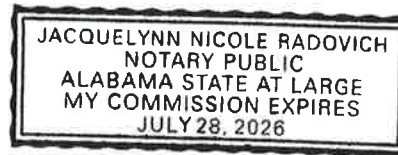


Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: [Signature] - BURWELL
INVESTMENTS, LP

Notary:



Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property



Property owner information (if different than the applicant)

Property owner (please print): Banks Property Management, LLC; The McCrary Family Partnership, L.P.; Burwell Investments, L.P.

Signature of property owner: *[Handwritten Signature]*

Notary: *Kelli B. Moore*



Property Information

Tax Map Number: 08070 001002; 08073 000004A

Current Zoning: A Total Acres: 13.78

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

Proposed City of Flowery Branch Zoning: HB

Current Use: Undeveloped parcels.

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

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

- Legal description
- Current survey of property



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

Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A



Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift
N/A	

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____



Sec. 34.7. - Analysis Requirements

- (a) Yes. Proposed use is a c-store with petroleum sales. Recent neighboring development includes large warehouses/fulfillment centers, as well as residential apartments.
- (b) The proposal will not adversely affect usability of adjacent or nearby properties. There is ample space on the subject property. It sits along I-985, HF Reed Pkwy, Falcon Pkwy, and adjacent to Zion Hill Baptist Church.
- (c) Subject property is currently zoned Agriculture. Recent development in the immediate area is industrial (M-1).
- (d) Proposed use will not cause excessive use of existing transportation facilities, utilities, or schools.
- (e) Yes
- (f) N/A
- (g) Existing subject property is undeveloped land. Surrounding properties are zoned M-1, and include large warehouses and apartments.
- (h) Unknown.
- (i) Adjacent property is already developed, and proposed use will not negatively impact value or improvement of adjacent property.
- (j) Requested zoning will not create an isolated zoning district.
- (k) N/A
- (l) Development will be conducted in a manner to minimize any soil erosion and sedimentation. No foreseen impact related to flooding, air and water quality.
- (m) The proposed use is consistent with the overall zoning scheme.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; thence leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr. the following courses and distances: North 58°29'43" East, 379.27 feet to a 2 inch open top pipe found; North 64°12'54" West, 70.29 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 57°32'05" West, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; and North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northwestern right of way of State Route 13; thence proceeding along said northwestern right of way of State Route 13 the following courses and distances: South 11°10'46" West, 357.33 feet to a concrete right of way monument; South 78°49'13" East, 40.00 feet to a concrete right of way monument; South 11°10'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528" and South 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right, having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance of North 57°15'11" West, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78, being subtended by a chord bearing and distance of North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528", said 1/2 inch rebar being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc length of 227.12 feet, being subtended by a chord bearing and distance of North 29°52'06" West, 226.68 feet to a concrete right of way monument South 54°18'56" West, 20.02 feet to a concrete right of way monument along a curve to the left having a radius of 1,037.81 feet and an arc length of 111.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°31'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the southeastern right of way of Interstate 985, said right of way having a variable width; thence proceeding along said southeastern right of way of Interstate 985 the following courses and distances: North 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; thence leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 57°32'05" East, 422.53 feet to a 1/2 inch rebar with a cap stamped "Valentino GARLS2528"; South 64°12'54" East, 70.29 feet to a 2 inch open top pipe found; and South 58°29'43" West, 379.27 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.870 acres.



AKG	ALSO KNOWN AS
CARB	CURB & GUTTER
CT	CURB INLET
CMF	CENTER LINE
CONC	CONCRETE MONUMENT FOUND
DE	DEED BOOK
DP	DEED BOOK PAGE
DT	DROPPING CATCH BASIN
DWS	DOWNHILL
FEB	FLAILED END SECTION
FI	PIPE HYDRANT
HP	HEADWALL
JBL	IRON PIN SET (1/2" REBAR, JUNCTION BOX
LL	LAND LOT
LL	LAND LOT LINE
LF	LIGHT POLE
MH	MANHOLE
MON	MONUMENT
NOV	NOV OF FORMERLY
OTF	OPEN TOP PIPE FOUND
PBX	POWER BOX
PL	PROPERTY
PM	POWER METER
PMB	POINT OF BEGINNING
POT	POWER POLE
PWT	POWER & TELEPHONE POLE
PVP	PAVEMENT
REB	REBAR FOUND
R/W	RIGHT OF WAY
SCN	SINGLE-WING CATCH BASIN
TBX	TELEPHONE BOX
TPO	TELEPHONE POLE
TPO	TRUE POINT OF BEGINNING
WY	WATER SIGNAL POLE
WY	WATER MAIN
TSV	TIE VALVE

1. THE FIELD DATA DATED 3/29/19 THRU 4/1/19, AND 9/14/22 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,916 FEET AND AN ANGULAR ERROR OF 1" SECONDS PER ANGLE AND WAS ADJUSTED BY LEAST SQUARES. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,112,883 FEET.

3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, NA 83 GEOGRAPHIC WEST ZONE, AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE RTK GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY IS 0.04 METERS (4 CM) FOR THE HORIZONTAL POSITION AND 0.05 METERS (5 CM) FOR THE VERTICAL POSITION. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).

4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

6. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA AS SHOWN ON MAP NUMBER 13139C0284G HAVING A REVISED DATE OF APRIL 4, 2018. NO AREAS LIE BELOW THE MAXIMUM FLOOD CONTROL STORAGE OF LAKE SIDNEY LANIER (ELEVATION 1085).

7. DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, AS SHOWN. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.

8. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON;
ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

9. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.

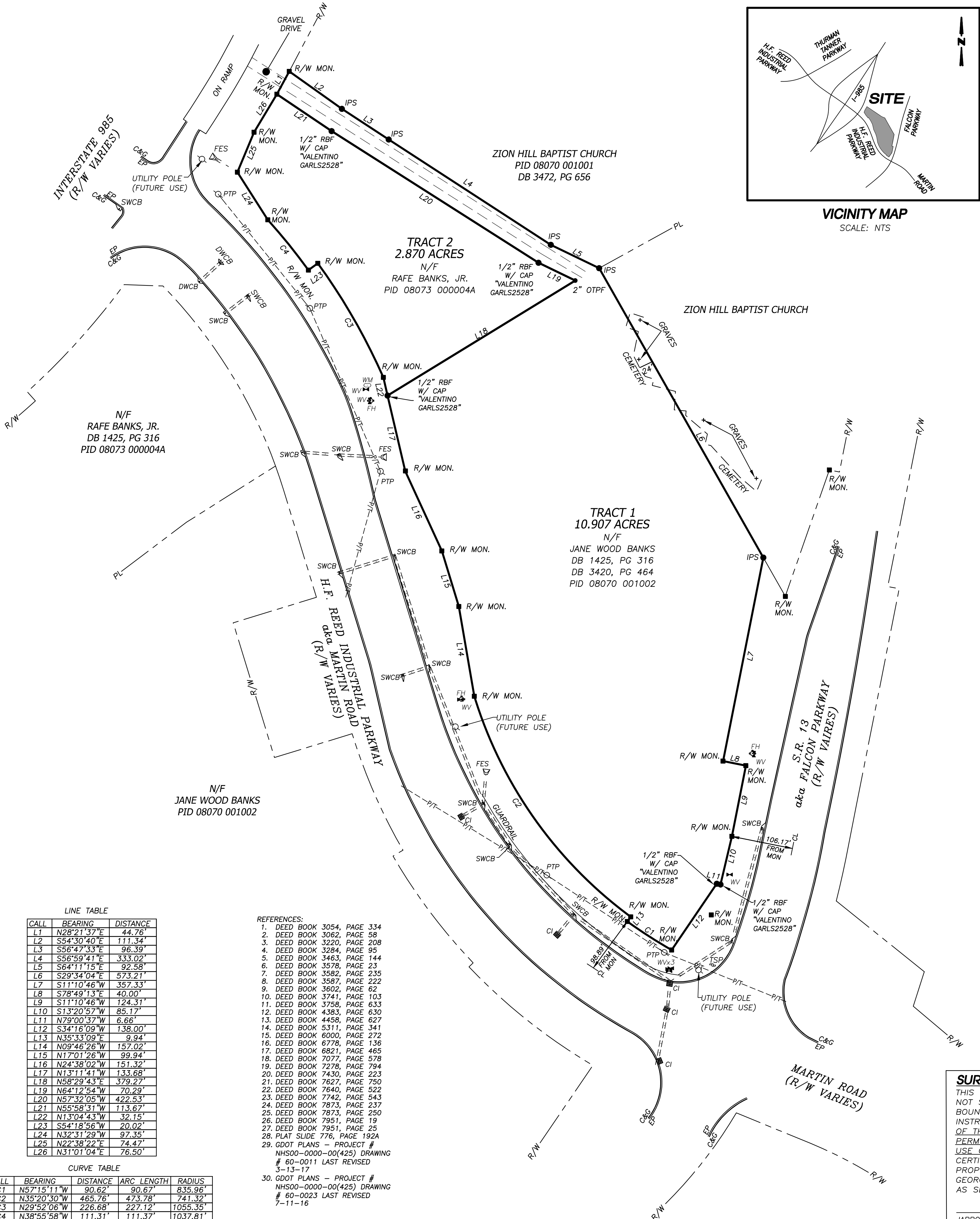
REFERENCES:

1. DEED BOOK 3054, PAGE 334
2. DEED BOOK 3058, PAGE 598
3. DEED BOOK 3220, PAGE 208
4. DEED BOOK 3284, PAGE 95
5. DEED BOOK 3376, PAGE 144
6. DEED BOOK 3578, PAGE 23
7. DEED BOOK 3582, PAGE 235
8. DEED BOOK 3602, PAGE 103
9. DEED BOOK 3602, PAGE 62
10. DEED BOOK 3741, PAGE 103
11. DEED BOOK 3741, PAGE 103
12. DEED BOOK 3741, PAGE 103
13. DEED BOOK 4383, PAGE 630
14. DEED BOOK 4388, PAGE 627
15. DEED BOOK 5311, PAGE 341
16. DEED BOOK 5311, PAGE 341
17. DEED BOOK 5378, PAGE 136
18. DEED BOOK 5378, PAGE 136
19. DEED BOOK 6281, PAGE 495
20. DEED BOOK 6281, PAGE 495
21. DEED BOOK 7278, PAGE 784
22. DEED BOOK 7430, PAGE 223
23. DEED BOOK 7430, PAGE 223
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30. GDOT PLANS - PROJECT # NH500-0000-001(425) DRAWING 13-17

31. GDOT PLANS - PROJECT # NH500-0000-001(425) DRAWING 13-17

CALL	BEARING	DISTANCE	ARC LENGTH	RADIUS
C1	N57°15'11"W	90.62'	90.67'	835.96'
C2	N35°20'30"W	465.76'	473.78'	741.32'
C3	N29°52'06"W	226.68'	227.12'	1055.35'
C4	N38°55'58"W	111.31'	111.37'	1037.81'



All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

There proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right having a radius of 833.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance from North 57°51'11" East, 90.62 feet to a concrete right of way monument; North 35°33'09" East, 9.94 feet to a concrete right of way monument; North 12°02'00" East, 10.20 feet to a concrete right of way monument; North 34°02'00" East, 10.20 feet to a concrete right of way monument; North 74°1.32 feet and an arc length of 473.78 feet, being subtended by a chord bearing and distance from North 39°20'30" West, 165.76 feet to a concrete right of way monument; North 05°46'26" West, 45.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; and North 13°11'41" West, 133.68 feet to a 1/2 inch rebar with a cap stamped "Valentine KLF000484"; then leaving said right of way and proceeding along the property now or formerly of Rafe Banks, Jr., the following courses and distances: North 58°29'43" East, 37.82 feet to a 2 inch open top pipe found; North 58°29'43" East, 10.20 feet to a concrete right of way monument; North "Valentine KLF000484"; North 57°32'05" West, 42.53 feet to a 1/2 inch rebar with a cap stamped "Valentine KLF000484"; North 55°58'31" West, 113.67 feet to a concrete right of way monument on the southeastern right of way of Interstate 985, said right of way having a variable width; then proceeding along said southeastern right of way of Interstate 985 North 28°21'37" East, 44.76 feet to a concrete right of way monument; then leaving said right of way and proceeding along the property now or formerly of Zion Hill Baptist Church the following courses and distances: South 54°30'40" East, 111.34 feet to an iron pin set being a yellow plastic cap stamped "Rochester LSF000484"; South 56°47'33" East, 96.39 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 56°59'41" East, 333.02 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; South 64°11'15" East, 92.58 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484"; and South 29°34'04" East, 573.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester LSF000484" on the aforementioned northeastern right of way of State Route 13; then proceeding along said northeastern right of way of State Route 13 the following courses and distances: South 11°14'46" East, 357.16 feet to a concrete right of way monument; North 49°19'13" East, 40.00 feet to a concrete right of way monument; South 10°04'46" West, 124.31 feet to a concrete right of way monument; South 13°20'57" West, 85.17 feet to a 1/2 inch rebar with a cap stamped "Valentine KLF000484"; North 79°00'37" West, 6.66 feet to a 1/2 inch rebar with a cap stamped "Valentine KLF000484"; North 34°16'09" West, 138.00 feet to the POINT OF BEGINNING.

Said tract contains 10.907 acres.

All that tract or parcel of land lying and being in Land Lot 73 of the 8th district, Hall County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument at the intersection of the northeastern right of way of H.F. Reed Industrial Parkway, a.k.a. Martin Road, said right of way having a variable width and the northwestern right of way of State Route 13, a.k.a. Falcon Parkway, said right of way having a variable width;

Thence proceeding along said northeastern right of way of H.F. Reed Industrial Parkway the following courses and distances: along the arc of a curve to the right having a radius of 835.96 feet and an arc length of 90.67 feet, being subtended by a chord bearing and distance from North 57°15'11" East, 90.62 feet to a point on the line of the center line of said road; then along the line of the center line of way monument; along the arc of a curve to the right, having a radius of 741.32 feet and an arc length of 473.78 feet, being subtended by a chord bearing and distance from North 35°20'30" West, 465.76 feet to a concrete right of way monument; North 09°46'26" West, 157.02 feet to a concrete right of way monument; North 17°01'26" West, 99.94 feet to a concrete right of way monument; North 24°38'02" West, 151.32 feet to a concrete right of way monument; North 31°00'00" West, 13.68 feet to a concrete right of way monument; then along the line of the center line of said road with a bearing of S89°59'59" E, 131.00 feet to the intersection of the center line of said road with the center line of the road bearing "Valentino GARLS2528", said 1/2 inch bar being the TRUE POINT OF BEGINNING.

From the TRUE POINT of BEGINNING thus established and continuing along and the aforementioned northeastern right of way of H.F. Reed Parkway the following courses and distances: North 13°04'43" West, 32.15 feet to a concrete right of way monument; along a curve to the left having a radius of 1,055.35 feet and an arc distance of 11.37 feet to a concrete right of way monument; along a curve to the right having a radius of 1,055.35 feet and an arc distance of 11.37 feet to a concrete right of way monument; along a curve to the left having a radius of 1,037.81 feet and an arc distance of 11.37 feet, being subtended by a chord bearing and distance of North 38°55'58" West, 111.31 feet to a concrete right of way monument; and North 32°1'29" West, 97.35 feet to a concrete right of way monument at the intersection of the aforementioned northeastern right of way of H.F. Reed Parkway and the northeastern right of way of Interstate 985. From said intersection point, then, the following courses and distances: South 22°38'22" East, 74.47 feet to a concrete right of way monument; and North 31°01'04" East, 76.50 feet to a concrete right of way monument; then leaving said right of way and proceeding along the property now or formerly of Jane Wood Banks the following courses and distances: South 55°58'31" East, 113.67 feet to a 1/2 inch rebar with a cap stamped "Valentino GARL52528"; then leaving said right of way and proceeding along the property now or formerly of Valentino GARL52528; South 64°12'54" East, 70.29 feet to a 2 inch epoxy cap pipe found; and South 58°29'43" West, 37.93 feet to the TRUE POINT of BEGINNING.

Said tract contains 2.870 acres.

THIS PLAT IS A RETACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY A FORFEITURE OF ANY LOCAL JURISDICTION, AVAILABILITY OF REMEDY, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USES OR PURPOSES. THIS FURTHERMORE THE UNDERGROUND LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JARROD D. BLACK, GEORGIA RLS #003288
jblack@rochester-assoc.com
Rochester and Associates, LLC
LSF-000484
www.rochester-assoc.com



RETRACEMENT SURVEY

BANKS ESTATE

LOCATED IN:
AND LOT 73, 8TH DISTRICT
HALL COUNTY GEORGIA

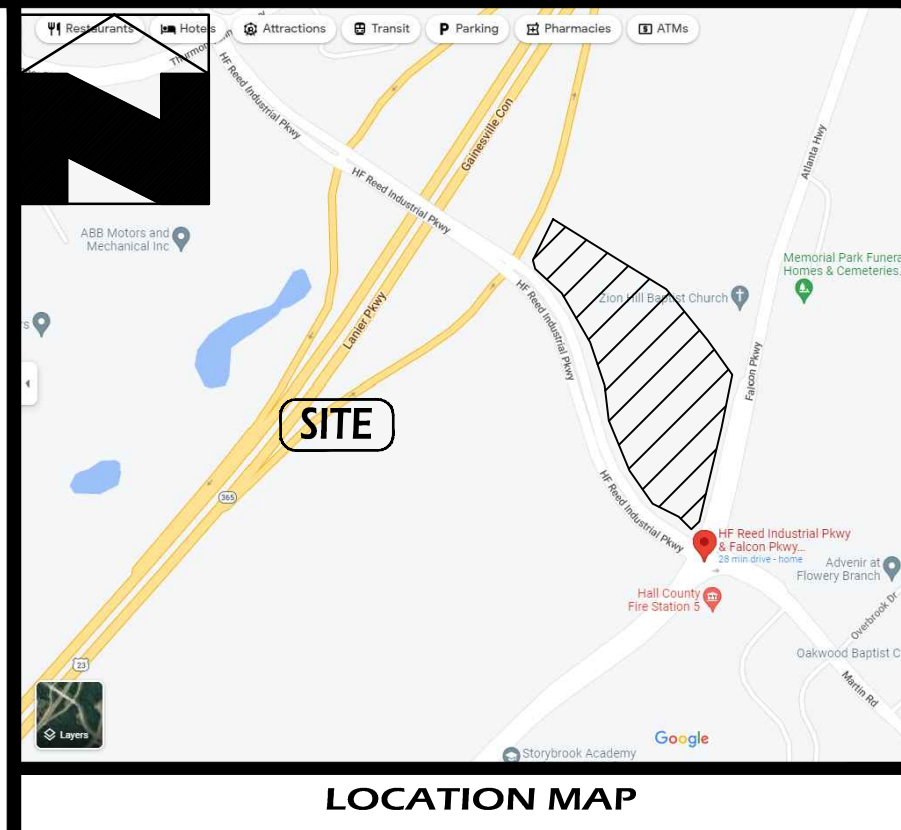
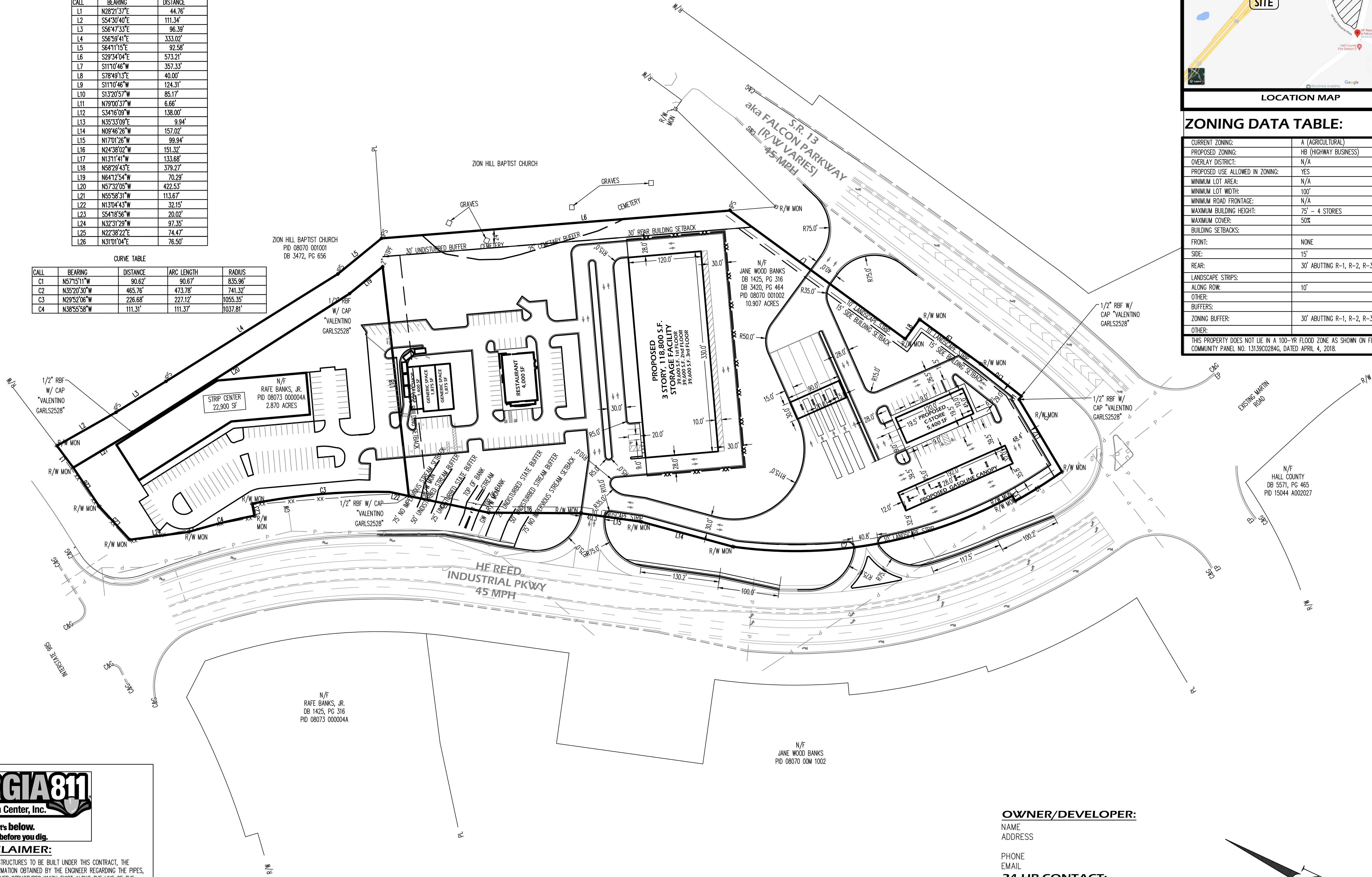
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SHEET
1
OF
1

DATE 9/15/22
SCALE 1"=100'
JOB NO. G204226.MNP
DRAWN BY: MSA
DWG NO.: SRVM

LINE TABLE		
CALL	BEARING	DISTANCE
L1	N28°21'37"E	44.76'
L2	S54°30'40"E	111.34'
L3	S56°47'33"E	96.39'
L4	S56°59'41"E	333.02'
L5	S64°11'15"E	92.58'
L6	S29°34'04"E	573.21'
L7	S11°10'46"W	357.33'
L8	S78°49'15"E	40.00'
L9	S11°10'46"W	124.31'
L10	S13°20'57"W	85.17'
L11	N79°00'37"W	6.66'
L12	S34°16'09"W	138.00'
L13	N35°33'09"E	9.94'
L14	N09°46'26"W	157.02'
L15	N17°01'26"W	99.94'
L16	N24°38'02"W	151.32'
L17	N13°11'41"W	133.68'
L18	N58°29'43"E	378.27'
L19	N64°12'54"W	70.29'
L20	N57°32'05"W	422.53'
L21	N55°58'31"W	113.67'
L22	N13°04'43"W	32.15'
L23	S54°18'56"W	20.02'
L24	N32°31'29"W	97.35'
L25	N22°38'22"E	74.47'
L26	N31°01'04"E	76.50'

CURVE TABLE			
CALL	BEARING	DISTANCE	RADIUS
C1	N57°15'11"W	90.62'	835.96'
C2	N35°20'30"W	465.76'	473.78'
C3	N29°52'06"W	226.68'	1055.35'
C4	N38°55'58"W	111.31'	1037.81'



ZONING DATA TABLE:	
CURRENT ZONING:	A (AGRICULTURAL)
PROPOSED ZONING:	HB (HIGHWAY BUSINESS)
OVERLAY DISTRICT:	N/A
PROPOSED USE ALLOWED IN ZONING:	YES
MINIMUM LOT AREA:	N/A
MINIMUM LOT WIDTH:	100'
MINIMUM ROAD FRONTAGE:	N/A
MAXIMUM BUILDING HEIGHT:	75' - 4 STORIES
MAXIMUM COVER:	50%
BUILDING SETBACKS:	
FRONT:	NONE
SIDE:	15'
REAR:	30' ABUTTING R-1, R-2, R-3, TND, PUD
LANDSCAPE STRIPS:	
ALONG ROW:	10'
OTHER:	
BUFFERS:	
ZONING BUFFER:	30' ABUTTING R-1, R-2, R-3, TND, PUD
OTHER:	
THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13138C0284G, DATED APRIL 4, 2018.	

Evans Design Group, Inc.
Civil Engineering /
Site Planning /
Land Development Services
4755 Summer Song Court
Buford, GA 30519
(Ph) 678.207.6830
jevans@evansdg.com

REGISTERED
NO. 26681
PROFESSIONAL
ENGINEER
JON M. EVANS
GSWCC LEVEL II CERT. # 10877

PROJECT NAME
HF REED & FALCON PARKWAY RETAIL CENTER

HF REED INDUSTRIAL PKWY I.L.00 00th DIST. CITY OF FLOWERY BRANCH GEORGIA

DATE:
8-23-22

DESIGN BY	DRAWN BY	CHECKED BY
JME	JME	JME

☒ Not Released For Construction
☐ Released For Construction

OWNER/DEVELOPER

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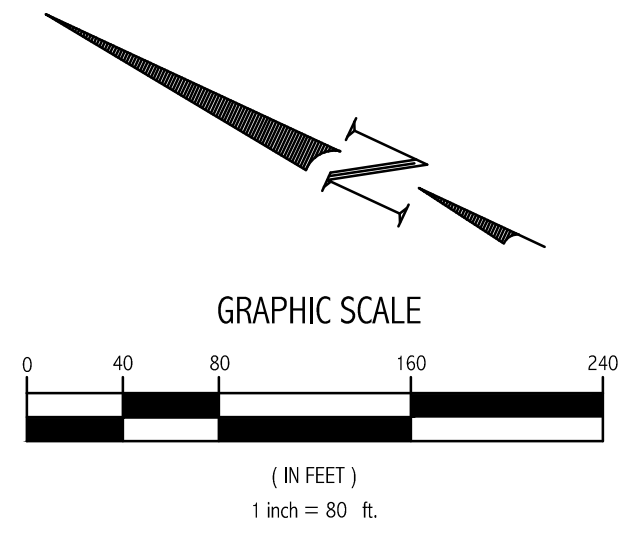
SHEET TITLE
SITE PLAN
C-4

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

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OWNER/DEVELOPER:
NAME
ADDRESS

PHONE
EMAIL
24-HR CONTACT:
NAME
PHONE
EMAIL
ENGINEER:
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4755 SUMMER SONG COURT
BUFORD, GA 30519
678.207.6830 (Ph)
CONTACT: JON M. EVANS, P.E.







FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Presentation - Traffic Study of Gaines Ferry Road and McEver Road Intersection

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

Maldino & Wilburn Traffic Engineering Consultants conducted a traffic study at Gaines Ferry Road and McEver Road intersection at the city's request.

FACTS AND ISSUES:

All of the facts and issues will be presented at the meeting on November 3, 2022.

OPTIONS:

No action requested at this time.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No action requested.

SAMPLE MOTION:

No motion requested.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Traffic Study Report 9-15-22.pdf](#)

TRAFFIC STUDY

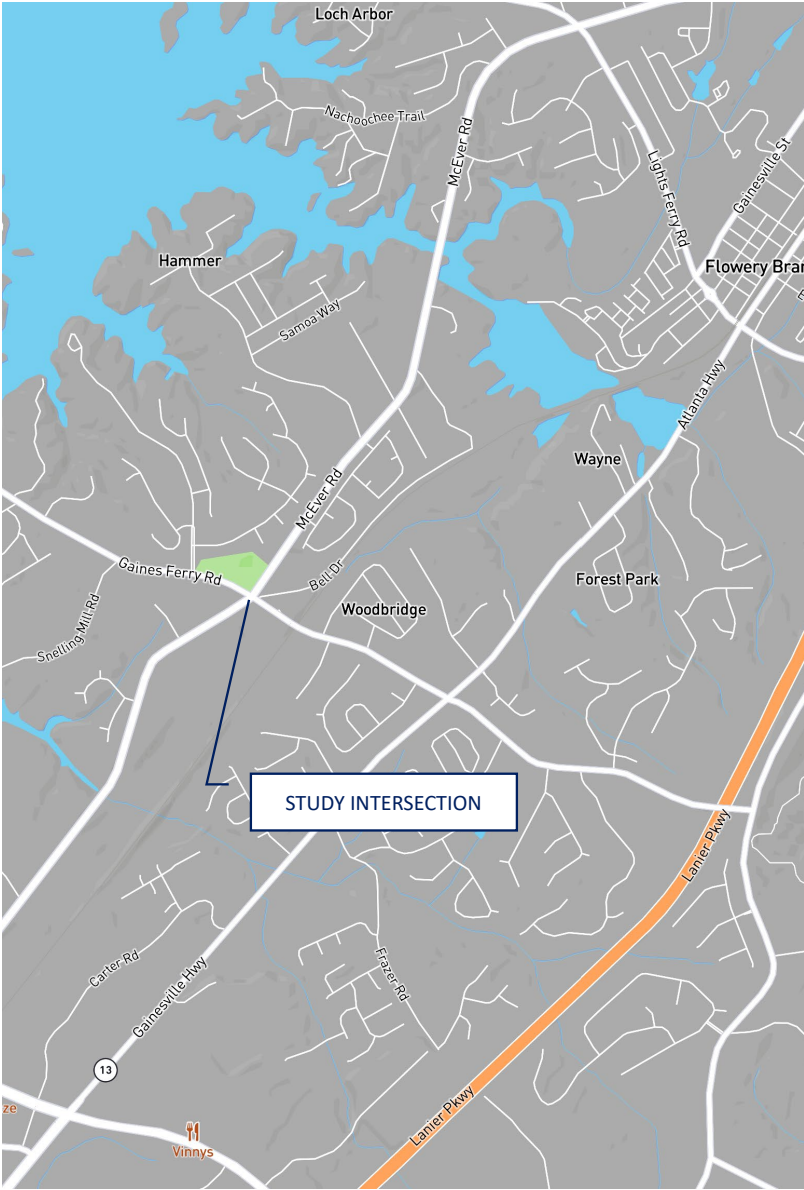
McEver Road and Gaines Ferry Rd

Flowery Branch, GA

15 September 2022



Maldino and Wilburn, LLC
Traffic Engineering Consultants



McEver Rd and Gaines Ferry Rd
Flowery Branch, GA

Prepared For:

The City of Flowery Branch

Prepared By:

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Additional Investigation By:

Mallory Maldino, EIT

Maldino & Wilburn Project No.: 22-26

September 15, 2022

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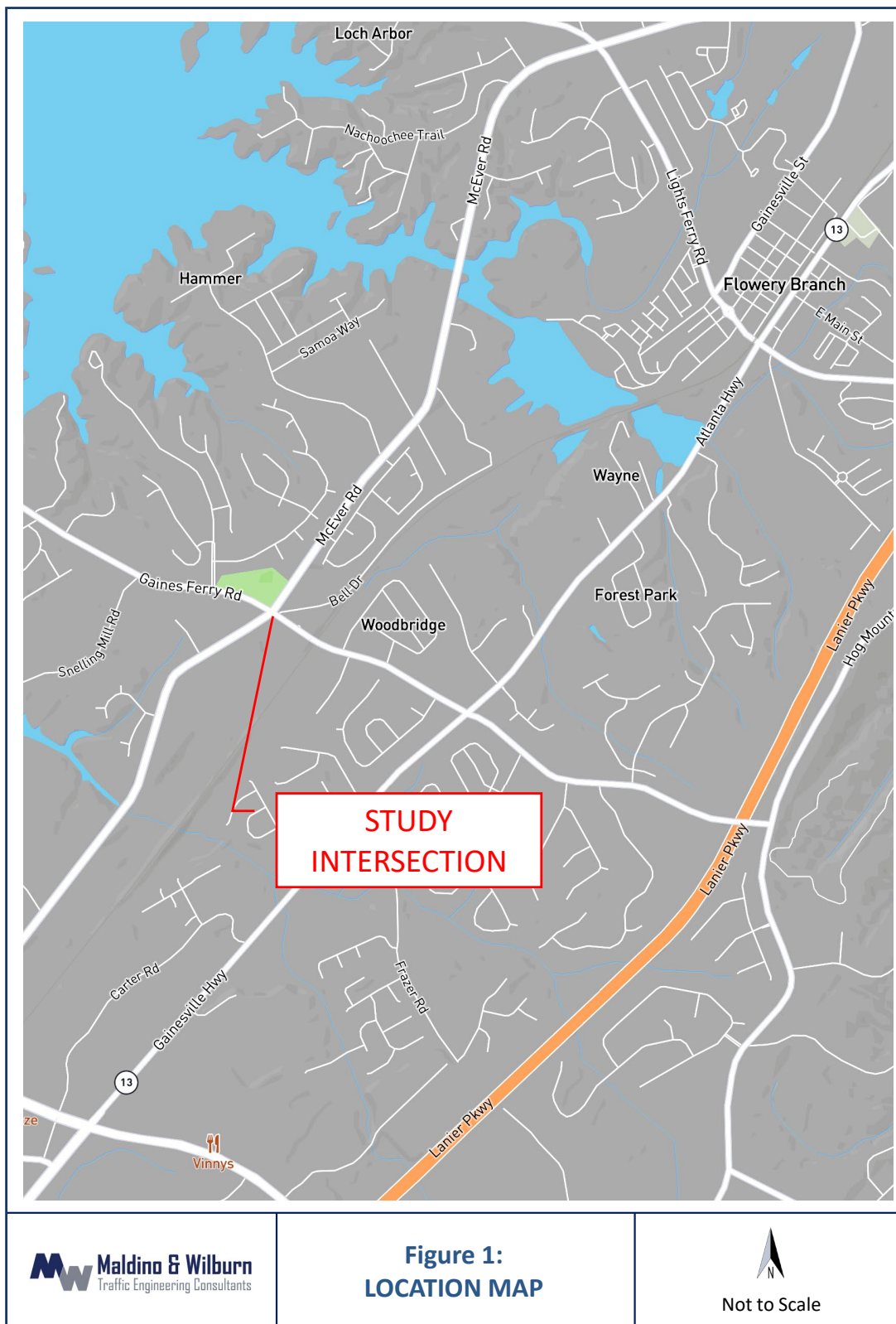


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1. Introduction



This study was conducted to evaluate traffic operations at the intersection of McEver Road and Gaines Ferry Road to determine if improvements are needed and to develop and evaluate improvement alternatives. Figure 1 shows the location of the study intersection.



Methodology

The following paragraphs describe our overall approach to evaluating the intersection. The methodology is essentially the systematic process outlined in the document *NCHRP 457, Evaluating Intersection Improvements*, published by the National Cooperative Research Program. The approach is summarized into the following areas:

Assessment Process

The assessment includes the identification of issues through the collection of roadway condition data, capacity analysis of existing and projected traffic volumes, and analysis of crash data.

Alternative Identification

Experienced traffic engineers will conduct field reviews of the intersections to identify viable and cost-effective improvement alternatives. As a minimum, alternatives evaluated will include signal control with auxiliary turn lanes and unconventional intersection alternatives such as roundabouts.

Evaluation of Alternatives

Alternative improvements will be evaluated primarily in terms of capacity analysis and intersection delay. Accident reduction potential will also be a factor.

Selection of Best Alternative

The benefits of the alternatives in terms of improved safety and capacity will be the primary basis for selection but cost and impact on adjacent property will also be factors. Benefit-cost analysis will be used when judgement alone is not enough to reduce viable mutually exclusive alternatives to a single candidate.

Past Transportation Planning

The Gainesville-Hall Regional Transportation Plan Update for 2020 (GH RTP) includes one planned project near the study intersection. GHMPO# GH-084 (GDOT PI 0001821) is the widening of McEver Road from SR 347/Lanier Islands Parkway to Gainesville Street. This project is listed on the GDOT GEOPI website as a long range project scheduled for 2032.

The GH RTP suggested that population increases between 2020 and 2050 would occur at a rate of 1.95 percent for Hall County as a whole.

This chapter provides a description of the existing roadways in the study area.

McEver Road

McEver Road is a minor arterial that runs generally north-south and parallel to I-985. It turns into SR 53 near Oakwood. McEver Road becomes Peachtree Industrial Boulevard south of SR 347.

McEver Road is generally a two-lane road north of SR 347.

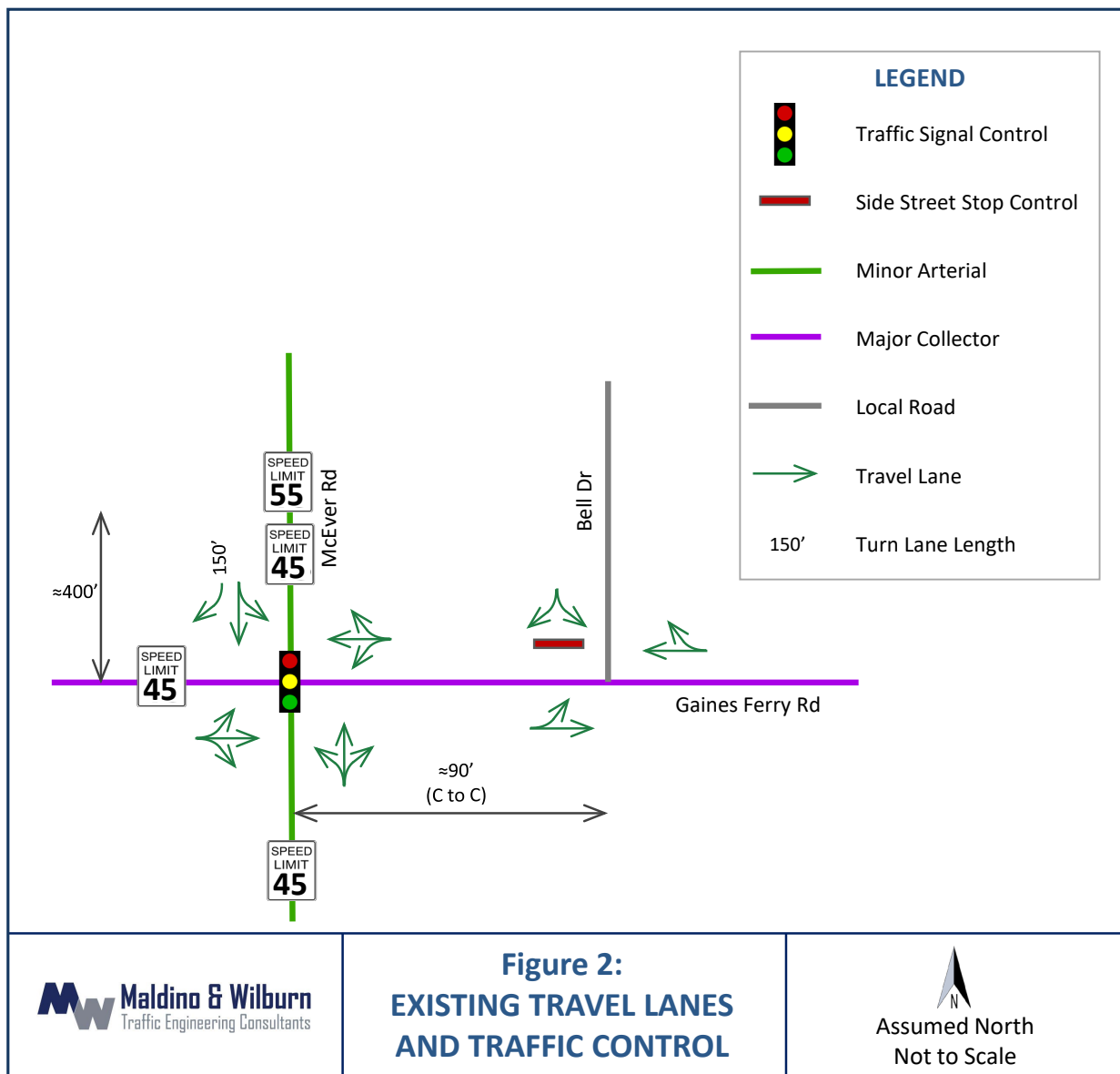
Gaines Ferry Road

Gaines Ferry Road runs between Lake Lanier on the west and SR 53 on the east. The road crosses I-985 but does not have an interchange. The nearest interchanges are Spout Springs Road to the north and SR 347 to the south.

Bell Drive

Bell Drive runs north from Gaines Ferry Road generally parallel to McEver Road, intersecting McEver Road. The road is mostly unpaved. The land along both sides is mostly undeveloped except for the portion at the north end.

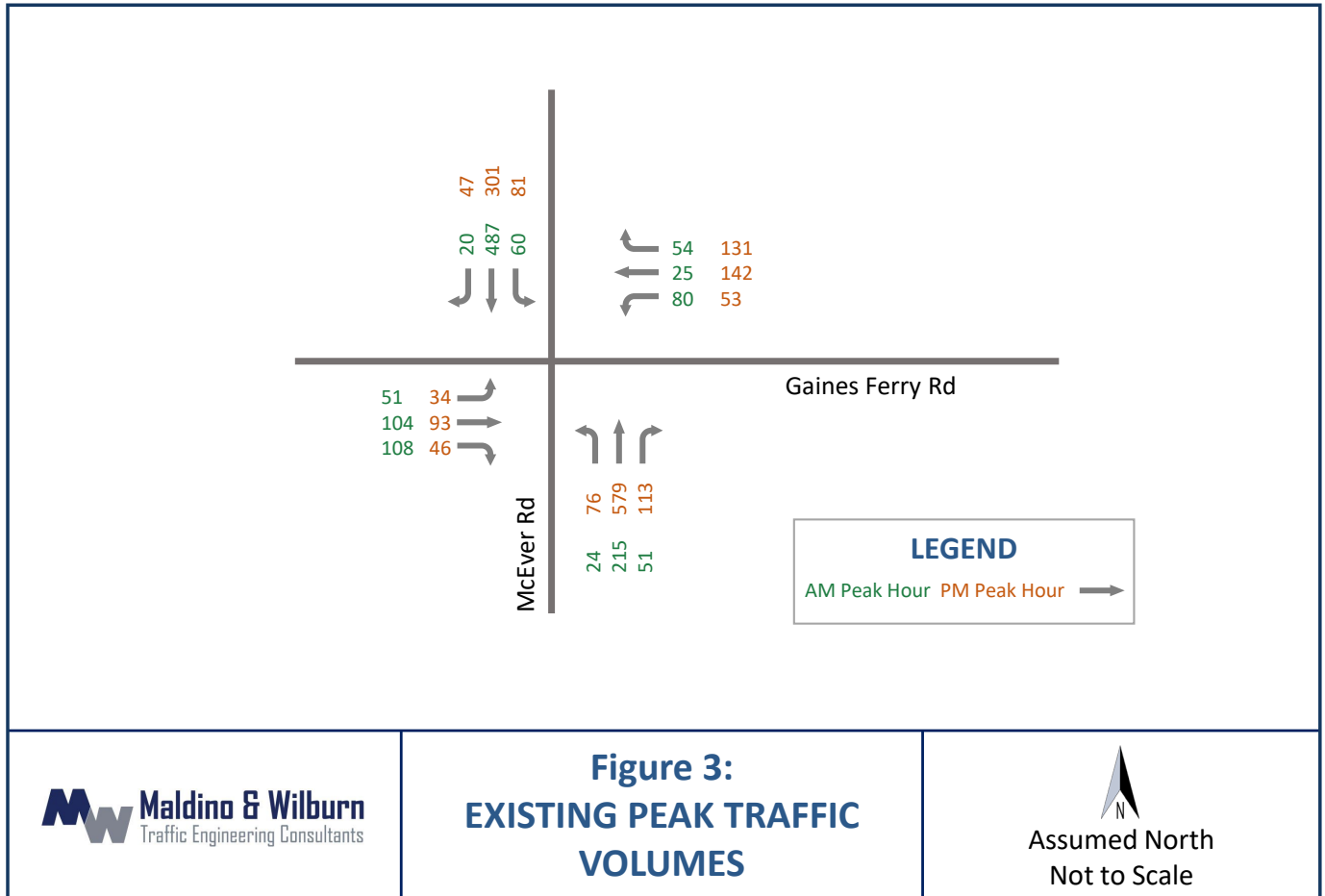
Figure 2 illustrates the existing travel lanes and traffic control in the study area.



During peak hour field reviews, the existing traffic signal appeared to be operating in a semi-actuated mode, with about 35 seconds of minimum green time for McEver Road. The maximum green time for Gaines Ferry Road is about 13 seconds. The maximum queues were observed to be about 12 vehicles. The queues on Gaines Ferry Road did not always clear at the end of the green. It appears that signal timing adjustments are needed.

Peak Hour Traffic Volumes

Turning movement counts (TMCs) were conducted at the study intersection on Wednesday, August 17, 2022. The TMCs were conducted during the AM and PM Peak Periods. Figure 3 summarizes the peak hourly volumes at the study intersection. Data reports from the turning movement counts are provided in Appendix A.



No traffic counts were performed at the intersection of Gaines Ferry Road and Bell Drive. However, during the field observations conducted during the peak hours, no more than five vehicles were observed using Bell Drive during any hour.

24-Hour Speed, Class, Volume Data

A 24-hour count was conducted on McEver Road just north of Gaines Ferry Road. This location coincides with GDOT Count Station 139-0467. The data collected at this location including speed, class, and volume, is included in Appendix A.

Table 1 summarizes the observed traffic data on McEver Road.

<i>Table 1- SPEED-CLASS-VOLUME DATA, McEVER RD, NORTH OF GAINES FERRY RD</i>			
DIRECTION	VOLUME	PERCENT TRUCKS & BUSES	85th PERCENTILE SPEED
Northbound	5907	29%	51 MPH
Southbound	5408	28.3%	50 MPH
Total	11,315		

Intersection Sight Distance

The only sight distance limitations at the study intersection were observed for permissive left turning vehicles. These included the southbound left turn movement from McEver Road to Gaines Ferry Road. The sight distance looking to the opposing northbound lane is limited by the horizontal alignment on McEver Road. The sight distance is approximately 650 feet.

The sight distance on eastbound Gaines Ferry Road to the approaching westbound traffic is about 600 feet.

The required intersection sight distance for permissive left turns considering the 45 MPH speed on both roads was calculated using a crossing time of 7 seconds. The required sight distance is as follows:

$$\begin{aligned}\text{SD} &= \text{Crossing Time} \times \text{Speed (FPS)} \\ &= 7 \times 1.47 \times \text{Speed (MPH)} \\ &= 463 \text{ feet}\end{aligned}$$

The sight distance is adequate for the posted speed limit.

Crash History

Crash data for the study intersection was obtained from the Georgia Electronic Accident Reporting System (GEARS). Data for the last full three-year period for which data is available (2018, 2019, and 2020) is summarized by crash type in Table 2. The actual data from GDOT is contained in Appendix B.

Table 2 – CRASH HISTORY						
YEAR	TOTAL CRASHES	RIGHT ANGLE	HEAD ON	REAR END	SIDESWIPE	OTHER
2018	14	4	0	7	1	2
2019	9	4	0	5	0	0
2020	10	5	0	4	1	0

GDOT Historic Traffic Data

GDOT maintains three traffic count stations near the study intersection. The locations of these count stations are illustrated in Figure 4 on the following page.

Traffic data from the GDOT TADA Website was examined to assist in the development of traffic growth rates.

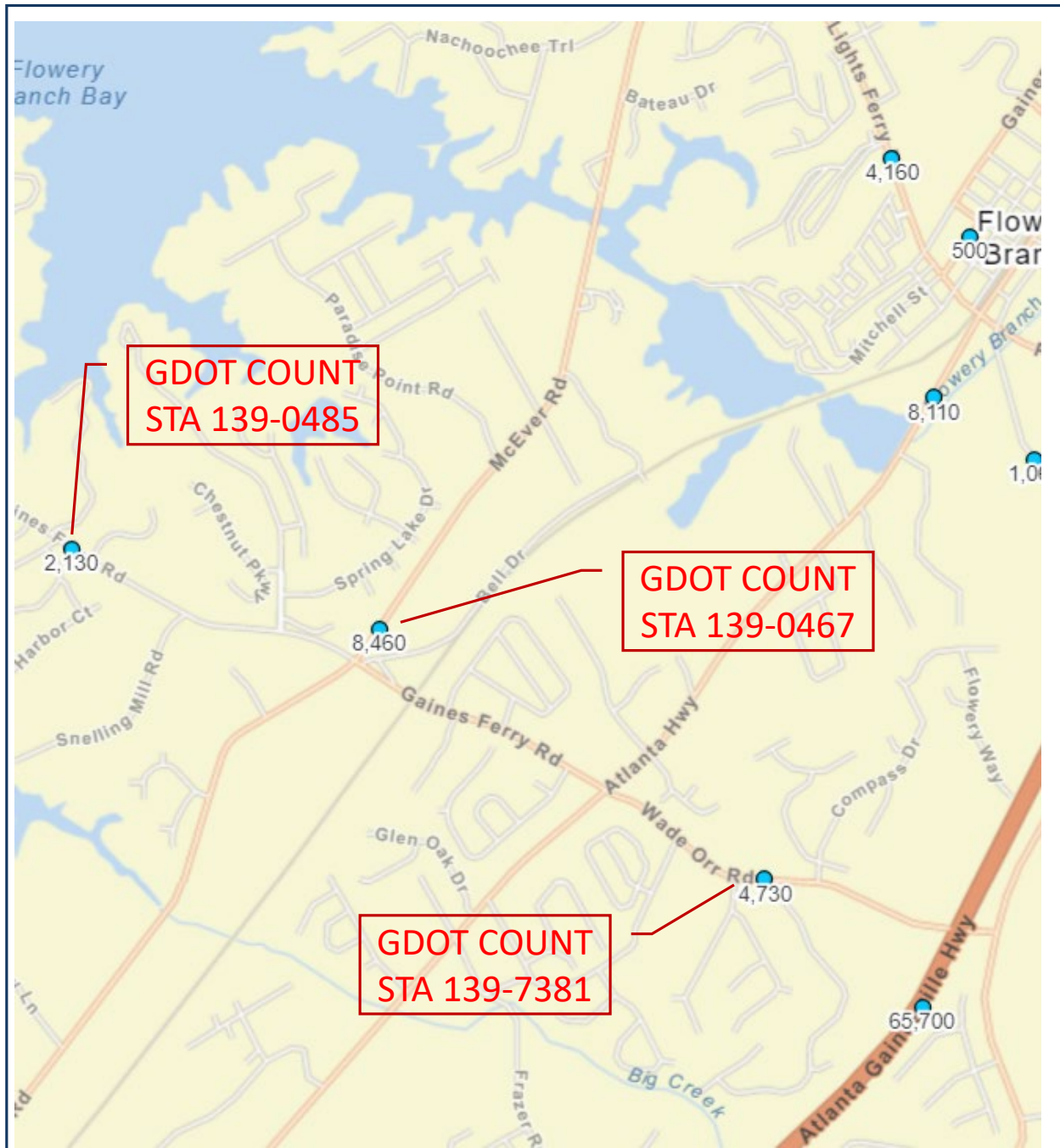


Figure 4:
GDOT COUNT STATIONS IN
STUDY AREA

The historic traffic data reported by DOT for the three count station near the study area are provided in Figure 5.

Station ID: 139-0467 (McEver Rd)									
Data Item	2012	2013	2014	2015	2016	2017	2018	2019	2020
Statistics type	-	-	-	Estimated	Estimated	Estimated	Actual	Estimated	Estimated
AADT	6940	6890	7280	7520	7740	7790	8660	8730	7890
K-Factor	-	-	0.113	0.113	0.113	-	0.114	0.114	0.114
D-Factor	-	-	0.500	0.500	0.500	-	0.590	0.590	0.590

Station ID: 139-0485 (Gaines Ferry Rd, West of McEver Rd)										
Data Item	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Statistics type	-	-	-	Estimated	Estimated	Actual	Estimated	Estimated	Estimated	Actual
AADT	2050	2830	2830	2940	3010	2660	2700	2760	2560	2130
K-Factor	-	0.100	0.100	0.100	0.100	0.110	0.110	0.110	0.110	0.095
D-Factor	-	-	-	-	-	1.00	1.00	0.650	0.650	0.500

Station ID: 139-7381 (Wade Orr Rd, East of SR 9)									
Data Item	2012	2013	2014	2015	2016	2017	2018	2019	2020
Statistics type	-	-	-	Estimated	Estimated	Estimated	Estimated	Estimated	Actual
AADT	3430	4090	4090	4260	4360	4450	4520	4610	4460
K-Factor	-	0.120	0.120	0.120	0.120	-	-	-	0.118
D-Factor	-	0.700	0.700	0.700	0.700	-	-	-	0.580

Source: GDOT (TADA Website)



Figure 5:

GDOT REPORTED HISTORIC

AADT TRAFFIC DATA

A linear growth rate was calculated using the AADT for the first and last year of the GDOT data. However, since the COVID outbreak has generally resulted in decreases in traffic volumes, the data reported for 2020 and 2021 was ignored. The yearly compounded growth rate was calculated using the following formula:

$$F = P (1 + r)^n$$

where:

F = Last Value

P = First Value

r = Growth Rate

n = Number of Years

The calculated rates for each count station are as follows:

Station 139-0467 (McEver Rd)

$$8730 = (6940) \times (1 + r)^7$$

$$r = 3.3\%$$

Station 139-0485 (Gaines Ferry Rd)

$$2760 = (2050) \times (1 + r)^7$$

$$r = 4.3\%$$

Station 139-7381 (Wade Orr Rd)

$$4610 = (3430) \times (1 + r)^7$$

$$r = 4.3\%$$

The count stations on Gaines Ferry Road and Wade Orr Road have shown an average growth rate of 4.3% per year. The station on McEver Road has shown an average rate of 3.3% per year.

4. Projected Traffic Volumes



Transportation improvements are typically designed so that improvements can rectify current deficiencies but also satisfy future travel demand expected throughout the design life of the improvements (generally considered to be 20 years).

Base and Design Year

It is expected that improvements could be planned and implemented within the next three years. Therefore the base year is taken as 2025 and the design year would be 2045.

Growth Rates

Based on the analysis of the historic traffic volume trends and expected future population growth, a rate of 2.5 percent per year (compounded annually) was selected to project future traffic volumes. The historic growth rates in the area were found to be in the range of 3.3-4.3 percent per year. However, a future population growth rate for the county of 1.95 percent per year was suggested in the latest transportation plan update.

Projection factors were developed using the relationship between present and future conditions previously presented.

$$F/P = (1 + r)^n$$

where:

F = Last Value

P = First Value

r = Growth Rate

n = Number of Years

The factor applied to present volumes to derive Base Year Volumes (2025) is as follows:

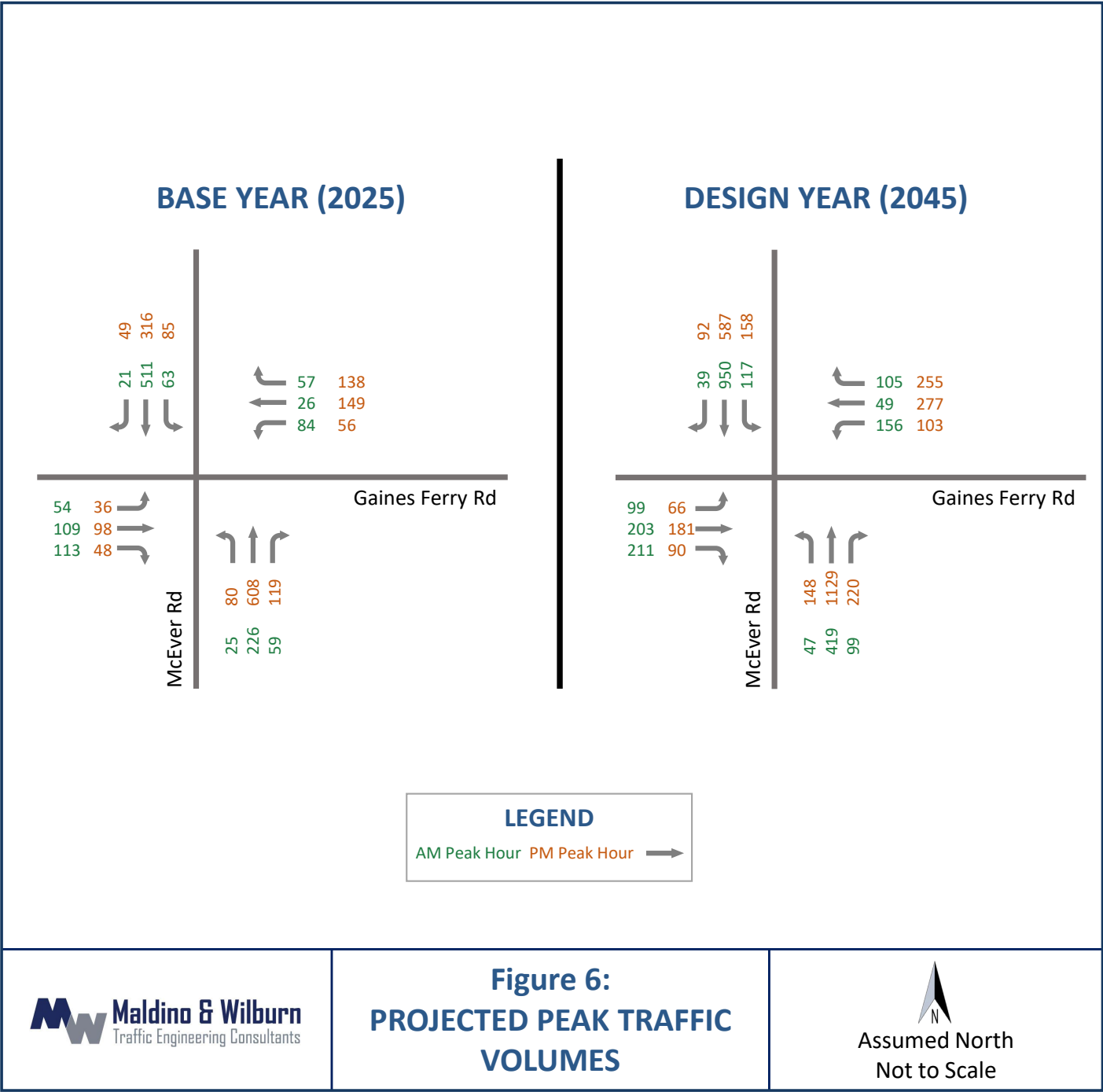
$$(1 + r)^n = (1 + 0.025)^2 = 1.05$$

The factor applied to present volumes to derive Design Year Volumes (2045) is as follows:

$$(1 + r)^n = (1 + 0.025)^{27} = 1.95$$

These factors were applied to derive future traffic volume projections as shown in Figure 6 on the following page.

These factors were applied to derive future traffic volume projections as shown in Figure 6.



5. Capacity Analysis, No Build Conditions



Capacity analysis was performed for the existing and projected conditions using *Synchro 10* software by Trafficware. The results of intersection capacity analyses are reported in terms of level of service (LOS), which is a function of average delay per vehicle, in seconds. The LOS scales according to the *Highway Capacity Manual* (HCM) are shown in Table 3.

Table 3 – HCM LEVEL OF SERVICE SCALES		
LEVEL OF SERVICE	AVERAGE DELAY PER VEHICLE (SECONDS)	
	WITH STOP CONTROL	WITH SIGNAL CONTROL
A	≤10.0	≤10.0
B	10.1 to 15.0	10.1 to 20.0
C	15.1 to 25.0	20.1 to 35.0
D	25.1 to 35.0	35.1 to 55.0
E	35.1 to 50.0	55.1 to 80.0
F	>50.0	>80.0

Capacity Analysis Results

The capacity analysis results for the study intersection are summarized in Table 4. Capacity analysis reports from the Synchro Program for the current intersection geometric conditions are included in Appendix C.

Table 4 – CAPACITY ANALYSIS RESULTS, EXISTING GEOMETRY					
EXISTING VOLUMES		BASE YEAR		DESIGN YEAR	
AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR
B (15.5)	C (26.3)	B (16.9)	C (31.2)	F (260.1)	F (555.9)

The results shown above assume that optimum signal timing is in effect, which is not currently in operation. Therefore, the results shown for existing conditions are slightly better than what is occurring.

The results indicate that, although current conditions are acceptable, the intersection will operate with very poor operations by the design year if no improvements are made.

6. Improvement Alternative 1, Adding Turn Lanes



This chapter includes the development and evaluation of Alternative 1, which is the addition of separate left and right turn lanes on each leg of the intersection.

Capacity Analysis Results

The capacity analysis results for the study intersection with separate turn lanes are summarized in Table 5. Capacity analysis reports from the Synchro Program for Alternative 1 improvements are included in Appendix D.

Table 5 – CAPACITY ANALYSIS RESULTS, ALTERNATIVE 1			
BASE YEAR		DESIGN YEAR	
AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR
A (9.3)	C (31.2)	C (28.7)	D (48.3)

The results shown above assume that left turn phases are also added for the northbound and southbound approaches on McEver Road.

Conceptual Design

A conceptual layout of Alternative 1 was developed so that a rough cost estimate could be prepared. The conceptual layout is included in Appendix E.

Cost Estimate

Table 6 is a conceptual cost estimate for Alternative 1.

Table 6 – COST ESTIMATE, ALTERNATIVE 1, TURN LANES				
ITEM	QUANTITY	UNITS	UNIT COST	EXTENSION
TRAFFIC CONTROL AND MOBILIZATION	LS	LS	100,000	80,000
CLEARING/GRUBBING	LS	LS	100,000	100,000
GRADING	LS	LS	100,000	100,000
GR AGGR BASE, 8 IN, INCL MATL	11,000	SY	20	220,000
4 IN RECYCLED ASPH CONC	10,500	SY	35	367,500
STRIPING, 5 IN, WHITE	6000	LF	0.70	4,200
LANDSCAPING	LS	LS	10,000	10,000
CONSTRUCTION COST				881,700
CONTINGENCY (15% Of CONST COST)				132,255
ENGINEERING (15% Of CONST COST)				132,255
ROW ACQUISITION, 0.4 AC				2,000
UTILITY RELOCATION				50,000
TOTAL				\$1,198,210

7. Improvement Alternative 2, Roundabout



This chapter includes the development and evaluation of the Alternative 2, which is the construction of a roundabout.

Capacity Analysis Results

The capacity analysis results for the study intersection operating as a roundabout are summarized in Table 7. Capacity analysis reports from the Synchro Program for the Roundabout are included in Appendix F.

Table 7 – CAPACITY ANALYSIS RESULTS, ROUNDABOUT ALTERNATIVE			
BASE YEAR		DESIGN YEAR	
AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR
A (2.7)	A (7.)	C (31.6)	E (58.3)

The results shown above indicate that a roundabout would operate very well (LOS A) with the base volumes but will begin to degrade to an LOS E near the design year.

Conceptual Design

A conceptual layout of Alternative 2 was developed so that a rough cost estimate could be prepared. The conceptual layout is included in Appendix G.

Cost Estimate

Table 8 is a conceptual cost estimate for the Roundabout Alternative.

Table 8 – COST ESTIMATE, ALTERNATIVE 2, ROUNDABOUT				
ITEM	QUANTITY	UNITS	UNIT COST	EXTENSION
TRAFFIC CONTROL AND MOBILIZATION	LS	LS	100,000	100,000
CLEARING/GRUBBING	LS	LS	200,000	200,000
GRADING	LS	LS	200,000	200,000
GR AGGR BASE, 8 IN, INCL MATL	10,000	SY	20	200,00
4 IN RECYCLED ASPH CONC	8100	SY	35	283,500
CONC MEDIAN, 6 IN	1300	SY	55	71,500
LIGHTING	LS	LS	60,000	60,000
STRIPING, 5 IN, WHITE	4500	LF	0.70	3,150
LANDSCAPING	LS	LS	50,000	50,000
CONSTRUCTION COST				1,168,150
CONTINGENCY (15% Of CONST COST)				175,222.50
ENGINEERING (15% Of CONST COST)				175,222.50
ROW ACQUISITION, 0.4 AC				50,000
UTILITY RELOCATION				150,000
TOTAL				\$1,718,595

8. Summary of Findings



The following summarizes the findings of the traffic study:

Existing Conditions

1. The intersection is currently signalized, and the signal timing should be optimized.
2. The existing operations provide for Level of Service (LOS) C or better. This assumes optimum signal timing.
3. The intersection currently has about 10 crashes per year. In 2018 there were 14 crashes.

Future, No Build Conditions

4. Based on historic traffic trends, it is expected that traffic will increase at the rate of 2.5 percent per year throughout the design life of the intersection improvement project (20 years).
5. With these future increases in traffic, the intersection is expected to continue to operate at LOS C or better at the base year (when intersection improvement could be completed by 2025).
6. At the design year (2045), the intersection is expected to operate at a very poor LOS F, without any improvements.

Improvement Alternative 1 – Adding Turn Lanes

7. If separate left and right turn lanes were added to each leg of the intersection, it would operate at LOS C or better in the base year and LOS D or better at the design year.
8. The cost of adding turn lanes is estimated to be \$1,198,210.

Improvement Alternative 2 – Converting to a Roundabout

9. If the intersection were to be converted to a roundabout, it would operate at LOS C or better in the base year and LOS E or better at the design year.
10. The cost of constructing a roundabout is estimated to be \$1,718,595.

Appendices



- A. Traffic Count Data
- B. Crash Data
- C. Capacity Analysis Reports, No Build Condition
- D. Capacity Analysis Reports, Alternative 1, Turn Lanes
- E. Conceptual Design, Turn Lanes
- F. Capacity Analysis Reports, Alternative 2, Roundabout
- G. Conceptual Design, Roundabout

Appendix A



Traffic Count Data



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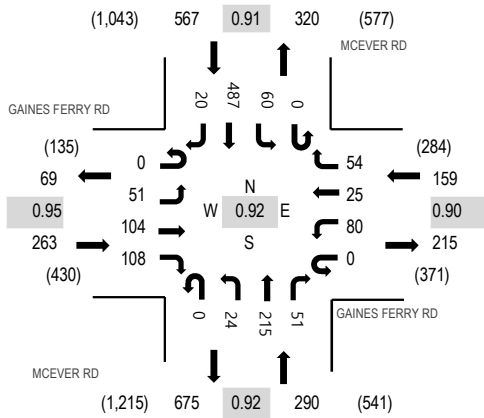
Location: 1 MCEVER RD & GAINES FERRY RD AM

Date: Wednesday, August 17, 2022

Peak Hour: 07:00 AM - 08:00 AM

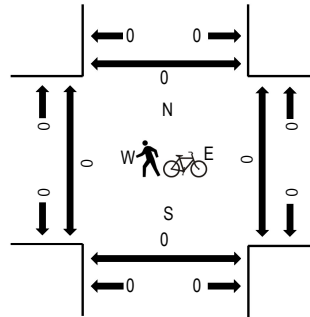
Peak 15-Minutes: 07:15 AM - 07:30 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	GAINES FERRY RD Eastbound				GAINES FERRY RD Westbound				MCEVER RD Northbound				MCEVER RD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
6:30 AM	0	3	12	14	0	16	2	8	0	1	46	4	0	8	87	1	202	1,089	0	0	0	0
6:45 AM	0	2	19	25	0	11	6	8	0	2	46	4	0	9	120	1	253	1,217	0	0	0	0
7:00 AM	0	15	18	31	0	16	1	16	0	6	45	8	0	10	119	2	287	1,279	0	0	0	0
7:15 AM	0	11	27	31	0	27	9	10	0	8	53	14	0	16	137	4	347	1,271	0	0	0	0
7:30 AM	0	11	29	22	0	18	6	15	0	6	52	15	0	19	131	6	330	1,209	0	0	0	0
7:45 AM	0	14	30	24	0	19	9	13	0	4	65	14	0	15	100	8	315		0	0	0	0
8:00 AM	0	6	21	16	0	14	10	15	0	10	51	12	0	13	106	5	279		0	0	0	0
8:15 AM	0	8	22	19	0	11	14	10	0	9	54	12	0	20	101	5	285		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
Lights	0	49	104	104	0	78	24	52	0	19	209	48	0	58	484	19	1,248
Mediums	0	2	0	4	0	2	1	2	0	5	4	3	0	2	3	1	29
Total	0	51	104	108	0	80	25	54	0	24	215	51	0	60	487	20	1,279



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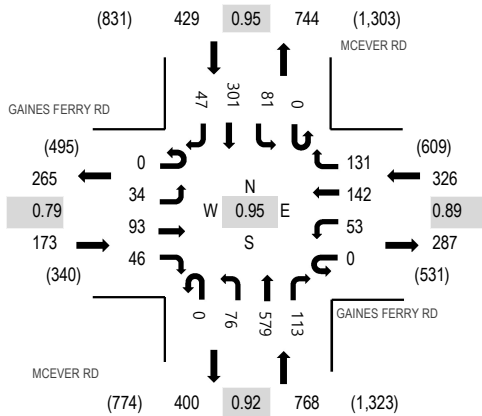
Location: 1 MCEVER RD & GAINES FERRY RD PM

Date: Wednesday, August 17, 2022

Peak Hour: 04:45 PM - 05:45 PM

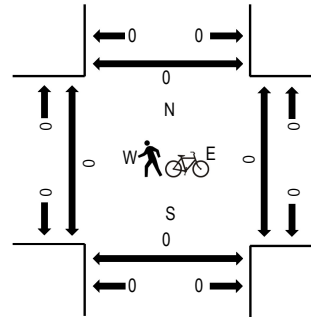
Peak 15-Minutes: 05:15 PM - 05:30 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	GAINES FERRY RD Eastbound				GAINES FERRY RD Westbound				MCEVER RD Northbound				MCEVER RD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:30 PM	0	11	26	13	0	12	44	31	0	8	120	22	0	15	72	8	382	1,657	0	0	0	0
4:45 PM	0	10	12	12	0	11	30	35	0	25	139	33	0	17	77	15	416	1,696	0	0	0	0
5:00 PM	0	6	29	10	0	14	29	34	0	9	145	28	0	31	71	6	412	1,624	0	0	0	0
5:15 PM	0	12	33	15	0	17	43	34	0	20	132	28	0	15	85	13	447	1,546	0	0	0	0
5:30 PM	0	6	19	9	0	11	40	28	0	22	163	24	0	18	68	13	421	1,446	0	0	0	0
5:45 PM	0	9	20	11	0	15	29	26	0	14	99	17	0	18	78	8	344		0	0	0	0
6:00 PM	0	7	16	14	0	8	39	23	0	16	103	18	0	23	58	9	334		0	0	0	0
6:15 PM	0	5	25	10	0	6	33	17	0	14	108	16	0	28	77	8	347		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2
Lights	0	34	93	46	0	53	142	130	0	76	577	113	0	80	300	47	1,691
Mediums	0	0	0	0	0	0	0	1	0	0	1	0	0	1	0	0	3
Total	0	34	93	46	0	53	142	131	0	76	579	113	0	81	301	47	1,696

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Page 1

Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

NB

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total
08/17/22	0	0	0	1	0	2	2	1	2	0	0	0	0	0	0	8
00:15	0	0	0	0	0	1	1	5	1	0	0	0	0	0	0	8
00:30	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	4
00:45	0	0	0	0	0	1	3	2	0	0	0	0	0	0	0	6
01:00	0	0	0	1	0	4	7	9	4	1	0	0	0	0	0	26
01:15	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	4
01:30	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3
01:45	0	0	0	0	0	1	0	3	0	1	0	0	0	0	0	5
02:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
02:15	0	0	0	0	1	5	3	3	0	1	0	0	0	0	0	13
02:30	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
02:45	0	0	2	0	0	2	2	4	0	0	0	0	0	0	0	8
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3
03:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	2	0	0	0	0	2	1	4	1	0	1	0	0	0	0	11
04:15	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
04:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45	0	0	0	0	0	0	0	1	1	1	0	0	0	0	1	4
05:00	0	0	0	0	0	2	1	3	2	2	0	0	0	0	1	11
05:15	0	0	0	0	0	0	2	2	2	1	0	0	0	0	0	7
05:30	1	0	0	0	0	0	0	2	4	2	1	0	0	0	0	10
05:45	0	0	0	0	0	0	5	4	3	1	2	1	0	0	0	16
06:00	1	0	0	0	1	0	3	3	6	1	2	0	0	0	0	16
06:15	0	0	0	0	2	1	4	5	4	2	0	0	0	0	0	49
06:30	2	0	1	0	0	2	12	7	1	0	0	0	0	0	0	18
06:45	3	0	0	0	1	1	16	16	13	3	1	0	0	0	0	25
07:00	5	0	0	0	1	2	17	21	11	4	0	0	0	0	0	54
07:15	10	0	1	0	4	6	49	49	29	9	1	0	0	0	0	61
07:30	4	1	0	2	0	1	28	19	11	5	0	0	0	0	0	158
07:45	7	0	0	0	0	4	28	30	8	2	0	1	0	0	0	71
08:00	2	0	0	0	2	11	21	29	12	3	0	0	0	0	0	80
08:15	3	0	2	1	6	14	32	26	6	0	1	0	0	0	0	80
08:30	16	1	2	3	8	30	109	104	37	10	1	1	0	0	0	91
08:45	3	0	0	0	0	11	22	23	14	2	0	0	0	0	0	322
09:00	2	0	1	0	5	8	17	22	13	2	1	0	0	0	0	75
09:15	1	3	0	2	1	4	12	30	9	5	0	0	0	0	0	71
09:30	1	0	0	1	1	7	19	22	14	0	1	0	0	0	0	67
09:45	7	3	1	3	7	30	70	97	50	9	2	0	0	0	0	66
10:00	1	0	0	0	8	4	10	16	6	1	1	0	0	0	0	279
10:15	2	0	0	4	4	9	28	30	14	4	3	0	0	0	0	47
10:30	4	0	0	2	2	2	25	20	9	3	0	0	0	0	0	98
10:45	4	0	0	0	2	3	29	18	8	3	0	0	0	0	0	67
11:00	11	0	0	6	16	18	92	84	37	11	4	0	0	0	0	279
11:15	5	0	0	1	1	8	20	17	5	1	1	0	0	0	0	59
11:30	0	0	0	0	1	3	21	21	5	0	0	0	0	0	0	51
11:45	2	0	2	1	4	6	13	21	4	6	0	0	0	0	0	59
12:00	3	0	1	1	1	10	13	20	11	0	0	0	0	0	0	60
12:15	10	0	3	3	7	27	67	79	25	7	1	0	0	0	0	229
12:30	3	0	1	0	4	3	17	23	14	5	0	0	0	0	0	70
12:45	5	0	0	1	3	4	21	27	12	4	0	0	0	0	0	77
13:00	2	0	0	0	0	1	8	32	7	4	0	0	0	0	0	54
13:15	2	0	0	2	7	12	11	16	10	2	0	0	0	0	0	62
13:30	12	0	1	3	14	20	57	98	43	15	0	0	0	0	0	263
Total	69	4	10	19	58	146	469	549	243	70	15	2	0	1	1655	

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Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

NB

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total
12 PM	1	1	0	5	3	17	25	20	4	1	0	0	0	0	0	77
12:15	3	0	1	3	0	15	27	27	10	4	0	0	0	0	0	90
12:30	8	0	0	0	3	2	21	19	11	1	0	0	0	0	0	65
12:45	4	0	0	1	1	11	19	33	14	1	0	0	0	0	0	84
	16	1	1	9	7	45	92	99	39	7	0	0	0	0	0	316
13:00	2	0	0	3	3	5	25	26	13	1	0	0	0	0	0	78
13:15	1	0	0	1	1	1	11	31	19	4	1	1	0	0	0	71
13:30	4	0	1	2	2	13	22	31	8	3	0	0	1	0	0	87
13:45	3	0	0	1	0	5	14	22	12	6	2	0	0	0	0	65
	10	0	1	7	6	24	72	110	52	14	3	1	1	0	0	301
14:00	1	0	0	1	1	2	27	33	18	2	0	0	0	0	0	85
14:15	2	0	1	2	0	3	19	35	15	3	0	0	0	0	0	80
14:30	4	0	1	2	6	24	36	52	15	2	1	0	0	0	0	143
14:45	3	0	0	1	0	9	51	53	13	3	1	0	0	0	0	134
	10	0	2	6	7	38	133	173	61	10	2	0	0	0	0	442
15:00	5	0	0	0	1	17	42	28	21	7	0	0	0	0	0	121
15:15	3	7	1	7	6	22	35	44	13	3	0	0	0	0	0	141
15:30	5	2	13	4	6	22	38	30	13	5	0	0	0	0	0	138
15:45	6	0	0	2	15	12	37	53	14	4	0	0	0	0	0	143
	19	9	14	13	28	73	152	155	61	19	0	0	0	0	0	543
16:00	4	0	1	3	1	14	49	52	20	2	0	0	0	0	0	146
16:15	3	0	1	4	8	19	45	47	17	6	1	0	0	0	0	151
16:30	5	0	0	8	5	15	60	55	15	1	0	0	0	0	0	164
16:45	3	0	0	6	1	29	57	58	25	4	1	0	0	0	0	184
	15	0	2	21	15	77	211	212	77	13	2	0	0	0	0	645
17:00	6	0	0	2	3	22	65	52	15	4	2	0	0	0	0	171
17:15	7	0	1	3	1	9	58	60	28	11	1	0	0	0	0	179
17:30	7	0	1	11	8	31	58	64	14	4	0	1	0	0	0	199
17:45	1	0	0	1	1	12	50	36	21	3	0	1	0	0	0	126
	21	0	2	17	13	74	231	212	78	22	3	2	0	0	0	675
18:00	4	2	0	5	1	22	37	45	16	3	1	0	0	0	0	136
18:15	3	0	1	2	1	11	31	47	18	5	2	0	0	0	0	121
18:30	2	0	0	6	1	8	26	44	20	2	0	0	0	0	0	109
18:45	1	0	0	1	2	7	30	46	15	3	0	0	0	0	0	105
	10	2	1	14	5	48	124	182	69	13	3	0	0	0	0	471
19:00	0	0	0	2	2	4	20	31	18	1	1	0	0	0	0	79
19:15	3	0	0	1	3	9	19	24	7	5	1	0	0	0	0	72
19:30	1	0	0	4	0	1	10	38	9	3	0	1	0	0	0	67
19:45	0	0	0	3	1	2	37	34	13	2	0	0	0	0	0	92
	4	0	0	10	6	16	86	127	47	11	2	1	0	0	0	310
20:00	0	0	0	2	2	5	16	25	6	2	0	0	0	0	0	58
20:15	1	0	0	1	0	4	18	20	11	2	0	0	0	0	0	57
20:30	1	0	0	1	0	3	16	22	8	1	0	0	1	0	0	53
20:45	0	0	0	4	1	7	25	11	6	3	0	0	0	0	0	57
	2	0	0	8	3	19	75	78	31	8	0	0	1	0	0	225
21:00	0	0	2	1	0	1	2	20	7	4	0	0	0	0	0	37
21:15	0	2	3	1	1	4	13	20	5	1	0	0	0	0	0	50
21:30	1	0	1	3	0	3	10	10	9	2	2	0	0	0	0	41
21:45	1	0	0	0	0	0	4	11	5	4	1	0	0	0	0	26
	2	2	6	5	1	8	29	61	26	11	3	0	0	0	0	154
22:00	0	2	0	1	1	0	7	8	5	2	0	0	0	0	0	26
22:15	0	0	0	0	0	2	10	13	2	2	1	0	0	0	0	30
22:30	0	0	0	0	0	5	5	7	7	4	0	0	0	0	0	28
22:45	0	0	0	0	0	1	10	8	4	2	0	2	0	0	0	27
	0	2	0	1	1	8	32	36	18	10	1	2	0	0	0	111
23:00	0	0	0	0	0	0	7	8	6	1	0	0	0	0	0	22
23:15	0	0	0	1	0	0	3	6	1	0	0	0	0	0	0	11
23:30	0	0	0	0	2	0	4	5	4	0	1	0	0	0	0	16
23:45	0	0	0	0	0	0	2	2	4	1	1	0	0	0	0	10
	0	0	0	1	2	0	16	21	15	2	2	0	0	0	0	59
Total	109	16	29	112	94	430	1253	1466	574	140	21	6	2	0	0	4252
Grand Total	178	20	39	131	152	576	1722	2015	817	210	36	8	2	1	0	5907

15th Percentile : 38 MPH
 50th Percentile : 45 MPH
 85th Percentile : 51 MPH
 95th Percentile : 54 MPH

Stats Mean Speed(Average) : 44 MPH
 10 MPH Pace Speed : 41-50 MPH
 Number in Pace : 3737

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

SB

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total
08/17/22	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
00:15	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
00:30	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	3
00:45	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	4
01:00	0	0	0	1	0	0	6	2	2	0	0	0	0	0	0	11
01:15	0	0	0	0	0	1	2	1	2	1	0	0	0	0	0	7
01:30	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
01:45	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
02:00	0	0	0	0	0	1	5	1	4	1	0	0	0	0	0	12
02:15	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4
02:30	0	0	0	1	0	0	0	2	0	0	0	0	0	0	0	1
02:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3
03:00	0	0	0	1	0	0	1	6	1	0	0	0	0	0	0	1
03:15	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	9
03:30	1	0	0	2	0	1	2	0	1	0	0	0	0	0	0	7
03:45	0	0	0	0	0	0	1	2	1	0	1	0	0	0	0	5
04:00	0	0	0	1	0	0	1	1	1	1	0	0	0	0	0	5
04:15	2	0	0	4	0	1	5	3	3	1	1	0	0	0	0	20
04:30	0	0	0	0	0	1	1	1	4	0	0	0	0	0	0	7
04:45	0	0	0	0	0	0	1	1	4	2	1	0	0	0	0	9
05:00	0	0	0	0	0	0	0	4	5	2	1	0	0	0	0	12
05:15	0	0	0	0	0	0	1	6	7	0	1	0	0	0	0	15
05:30	0	0	0	0	0	1	3	12	20	4	3	0	0	0	0	43
05:45	0	0	0	1	0	0	3	4	5	2	1	0	0	0	0	16
06:00	3	0	0	0	2	1	3	10	12	0	1	0	0	0	0	32
06:15	1	0	0	0	0	0	10	24	13	4	0	0	0	0	0	52
06:30	0	0	0	1	0	0	7	29	16	1	0	0	0	0	0	54
06:45	4	0	0	2	2	1	23	67	46	7	2	0	0	0	0	154
07:00	1	0	1	1	3	1	18	28	14	1	1	0	0	0	0	69
07:15	2	0	1	1	3	0	16	37	13	5	0	0	0	0	0	78
07:30	4	0	0	1	1	1	29	47	16	1	1	0	0	0	0	101
07:45	5	0	0	0	2	16	46	45	15	2	0	0	0	0	0	131
08:00	12	0	2	3	9	18	109	157	58	9	2	0	0	0	0	379
08:15	3	1	1	3	12	5	36	52	9	0	0	0	0	0	0	122
08:30	9	0	0	2	1	15	67	52	8	0	0	0	0	0	0	154
08:45	7	0	0	2	0	16	57	71	3	0	0	0	0	0	0	156
09:00	2	0	0	3	3	15	41	42	12	5	0	0	0	0	0	123
09:15	21	1	1	10	16	51	201	217	32	5	0	0	0	0	0	555
09:30	3	0	0	1	8	19	40	48	6	1	0	0	0	0	0	126
09:45	1	1	0	0	1	15	35	49	12	1	0	0	0	0	0	115
10:00	4	1	1	1	0	6	16	43	15	3	0	0	0	0	0	90
10:15	3	0	1	6	1	1	27	40	21	0	0	0	0	0	0	100
10:30	11	2	2	8	10	41	118	180	54	5	0	0	0	0	0	431
10:45	1	1	0	2	1	1	10	47	17	5	0	0	0	0	0	85
11:00	3	0	0	1	0	4	40	45	23	4	0	0	0	0	0	120
11:15	3	0	0	0	0	1	28	32	10	3	0	0	0	0	0	77
11:30	0	0	0	3	2	2	17	31	8	0	0	0	0	0	0	63
11:45	7	1	0	6	3	8	95	155	58	12	0	0	0	0	0	345
12:00	3	0	0	0	2	1	16	31	15	2	0	0	0	0	0	70
12:15	5	0	0	2	1	2	28	33	8	1	0	0	0	0	0	80
12:30	1	1	0	0	3	1	16	44	15	2	0	0	0	0	0	83
12:45	3	0	0	3	1	1	24	18	15	1	0	0	0	0	0	66
13:00	12	1	0	5	7	5	84	126	53	6	0	0	0	0	0	299
13:15	0	0	0	1	0	0	6	34	20	2	1	0	0	0	0	64
13:30	3	0	0	0	0	1	12	30	13	2	0	0	0	0	0	61
13:45	4	0	0	1	1	7	20	17	12	0	0	0	0	0	0	62
14:00	2	0	0	2	0	1	22	14	3	0	0	0	0	0	0	44
14:15	9	0	0	4	1	9	60	95	48	4	1	0	0	0	0	231
Total	78	5	5	44	48	136	710	1021	379	54	9	0	0	0	0	2489

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

SB

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
12 PM	4	0	0	1	2	2	17	23	10	0	0	0	0	0	59
12:15	3	0	0	0	0	5	23	30	13	0	0	0	0	0	74
12:30	4	1	1	1	2	6	34	38	2	0	0	0	0	0	89
12:45	1	0	0	0	1	5	19	27	14	0	0	0	0	0	67
	12	1	1	2	5	18	93	118	39	0	0	0	0	0	289
13:00	4	0	0	0	7	10	19	30	8	0	0	0	0	0	78
13:15	2	0	0	1	0	0	16	33	19	4	0	0	0	0	75
13:30	4	0	0	2	2	8	15	33	15	2	0	0	0	0	81
13:45	7	0	0	1	0	0	13	31	17	2	0	0	0	0	71
	17	0	0	4	9	18	63	127	59	8	0	0	0	0	305
14:00	3	0	0	1	0	0	23	36	12	3	1	0	0	0	79
14:15	1	0	0	2	1	3	15	20	12	1	0	0	0	0	55
14:30	7	0	0	0	1	6	28	24	6	4	0	0	0	0	76
14:45	5	0	0	0	0	2	21	32	6	0	0	0	0	0	66
	16	0	0	3	2	11	87	112	36	8	1	0	0	0	276
15:00	5	0	0	1	2	5	32	20	15	1	0	0	0	0	81
15:15	3	0	0	4	6	10	17	20	7	0	0	0	0	0	67
15:30	7	0	0	0	4	9	20	16	7	3	0	0	0	0	66
15:45	5	0	0	0	1	3	18	26	16	2	0	0	0	0	71
	20	0	0	5	13	27	87	82	45	6	0	0	0	0	285
16:00	8	0	0	1	1	12	29	43	7	2	0	0	0	0	103
16:15	5	0	0	2	2	11	28	38	10	2	0	0	0	0	98
16:30	6	0	0	0	5	9	25	31	15	0	0	0	0	0	91
16:45	2	0	0	0	3	3	29	55	9	0	0	0	0	0	101
	21	0	0	3	11	35	111	167	41	4	0	0	0	0	393
17:00	9	0	0	2	0	12	39	29	7	0	0	0	0	0	98
17:15	8	0	0	0	5	6	31	41	21	2	0	0	0	0	114
17:30	9	0	0	2	1	10	26	34	11	1	0	0	0	0	94
17:45	4	0	0	1	0	6	36	42	7	0	0	0	0	0	96
	30	0	0	5	6	34	132	146	46	3	0	0	0	0	402
18:00	6	0	0	1	2	5	19	31	14	1	0	0	0	0	79
18:15	6	0	0	4	1	7	46	36	12	0	0	0	0	0	112
18:30	1	0	0	0	4	4	16	32	10	2	0	0	0	0	69
18:45	3	0	0	2	1	4	17	20	8	1	0	0	0	0	56
	16	0	0	7	8	20	98	119	44	4	0	0	0	0	316
19:00	2	0	0	1	2	2	11	30	4	0	0	0	0	0	52
19:15	1	0	0	1	1	2	11	18	9	1	0	0	0	0	44
19:30	4	0	0	4	1	1	17	28	5	1	0	0	0	0	61
19:45	1	0	0	0	0	1	4	25	9	1	0	0	0	0	41
	8	0	0	6	4	6	43	101	27	3	0	0	0	0	198
20:00	1	0	0	0	0	0	9	30	10	1	0	0	0	0	51
20:15	2	0	0	1	0	1	19	14	9	1	0	0	0	0	47
20:30	0	0	0	0	1	6	17	15	2	0	0	0	0	0	41
20:45	1	0	0	2	1	8	26	7	6	0	0	0	0	0	51
	4	0	0	3	2	15	71	66	27	2	0	0	0	0	190
21:00	0	0	0	0	0	9	12	22	3	0	0	0	0	0	46
21:15	0	0	0	0	2	4	10	17	3	1	0	0	0	0	37
21:30	2	0	1	0	0	3	13	10	3	1	0	0	0	0	33
21:45	2	0	0	1	0	1	3	17	7	0	0	0	0	0	31
	4	0	1	1	2	17	38	66	16	2	0	0	0	0	147
22:00	0	0	0	0	0	3	7	9	5	0	0	0	0	0	24
22:15	0	0	1	0	0	2	5	7	3	2	1	0	0	0	21
22:30	0	0	0	0	1	4	3	8	4	0	0	0	0	0	20
22:45	1	0	0	0	0	4	3	6	5	0	0	0	0	0	19
	1	0	1	0	1	13	18	30	17	2	1	0	0	0	84
23:00	0	0	0	1	0	1	7	0	1	1	0	0	0	0	11
23:15	0	0	0	0	0	1	1	7	2	1	0	0	0	0	12
23:30	0	0	0	0	0	1	0	1	2	1	0	0	0	0	5
23:45	0	0	0	0	0	0	3	1	1	1	0	0	0	0	6
	0	0	0	1	0	3	11	9	6	4	0	0	0	0	34
Total	149	1	3	40	63	217	852	1143	403	46	2	0	0	0	2919
Grand Total	227	6	8	84	111	353	1562	2164	782	100	11	0	0	0	5408

15th Percentile : 40 MPH
 50th Percentile : 45 MPH
 85th Percentile : 50 MPH
 95th Percentile : 53 MPH

Stats Mean Speed(Average) : 44 MPH
 10 MPH Pace Speed : 41-50 MPH
 Number in Pace : 3726

All Traffic Data Services

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Page 1

Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

NB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Total
08/17/22	0	7	1	0	0	0	0	0	0	0	0	0	0	8
00:15	1	5	2	0	0	0	0	0	0	0	0	0	0	8
00:30	0	4	0	0	0	0	0	0	0	0	0	0	0	4
00:45	0	5	1	0	0	0	0	0	0	0	0	0	0	6
	1	21	4	0	0	0	0	0	0	0	0	0	0	26
01:00	0	3	1	0	0	0	0	0	0	0	0	0	0	4
01:15	0	2	1	0	0	0	0	0	0	0	0	0	0	3
01:30	0	4	1	0	0	0	0	0	0	0	0	0	0	5
01:45	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	0	10	3	0	0	0	0	0	0	0	0	0	0	13
02:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
02:15	0	7	0	0	1	0	0	0	0	0	0	0	0	8
02:30	0	2	1	0	0	0	0	0	0	0	0	0	0	3
02:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	13	1	0	1	0	0	0	0	0	0	0	0	15
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:15	0	3	0	0	0	0	0	0	0	0	0	0	0	3
03:30	0	5	0	0	0	0	0	0	0	0	0	0	0	5
03:45	0	2	0	0	0	0	0	0	0	0	0	0	0	2
	0	11	0	0	0	0	0	0	0	0	0	0	0	11
04:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	3	1	0	0	0	0	0	0	0	0	0	0	4
04:45	0	3	1	0	0	0	0	0	0	0	0	0	0	4
	0	9	2	0	0	0	0	0	0	0	0	0	0	11
05:00	0	5	2	0	0	0	0	0	0	0	0	0	0	7
05:15	0	6	4	0	0	0	0	0	0	0	0	0	0	10
05:30	0	10	6	0	0	0	0	0	0	0	0	0	0	16
05:45	0	14	2	0	0	0	0	0	0	0	0	0	0	16
	0	35	14	0	0	0	0	0	0	0	0	0	0	49
06:00	0	13	3	0	0	1	0	1	0	0	0	0	0	18
06:15	0	18	6	1	0	0	0	0	0	0	0	0	0	25
06:30	0	33	19	0	2	0	0	0	0	0	0	0	0	54
06:45	0	50	8	0	1	1	0	0	1	0	0	0	0	61
	0	114	36	1	3	2	0	1	1	0	0	0	0	158
07:00	0	50	14	1	5	0	0	1	0	0	0	0	0	71
07:15	1	61	10	1	5	1	0	1	0	0	0	0	0	80
07:30	0	54	18	0	4	3	0	1	0	0	0	0	0	80
07:45	0	56	23	1	7	1	0	2	1	0	0	0	0	91
	1	221	65	3	21	5	0	5	1	0	0	0	0	322
08:00	0	48	21	0	2	2	0	1	1	0	0	0	0	75
08:15	0	44	17	0	4	3	0	2	1	0	0	0	0	71
08:30	5	43	16	0	1	1	0	1	0	0	0	0	0	67
08:45	0	43	17	0	3	1	0	1	1	0	0	0	0	66
	5	178	71	0	10	7	0	5	3	0	0	0	0	279
09:00	0	23	8	1	11	1	0	2	1	0	0	0	0	47
09:15	0	61	28	1	7	0	0	0	1	0	0	0	0	98
09:30	0	43	15	0	4	3	0	1	1	0	0	0	0	67
09:45	1	45	16	1	0	2	0	2	0	0	0	0	0	67
	1	172	67	3	22	6	0	5	3	0	0	0	0	279
10:00	0	32	16	1	2	3	0	5	0	0	0	0	0	59
10:15	1	30	14	0	3	0	0	2	1	0	0	0	0	51
10:30	0	42	12	1	1	2	0	1	0	0	0	0	0	59
10:45	1	30	17	2	5	2	0	1	2	0	0	0	0	60
	2	134	59	4	11	7	0	9	3	0	0	0	0	229
11:00	0	43	16	1	5	3	0	1	1	0	0	0	0	70
11:15	0	41	19	1	11	2	0	3	0	0	0	0	0	77
11:30	0	34	17	0	2	0	0	1	0	0	0	0	0	54
11:45	1	40	11	0	5	2	0	3	0	0	0	0	0	62
	1	158	63	2	23	7	0	8	1	0	0	0	0	263
Total	11	1076	385	13	91	34	0	33	12	0	0	0	0	1655
Percent	0.7%	65.0%	23.3%	0.8%	5.5%	2.1%	0.0%	2.0%	0.7%	0.0%	0.0%	0.0%	0.0%	

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Page 2

Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

NB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Total
12 PM	1	50	18	0	5	2	0	1	0	0	0	0	0	77
12:15	0	54	24	0	5	4	0	3	0	0	0	0	0	90
12:30	0	46	12	2	2	1	0	0	2	0	0	0	0	65
12:45	1	57	14	1	6	0	0	3	2	0	0	0	0	84
	2	207	68	3	18	7	0	7	4	0	0	0	0	316
13:00	0	47	24	1	3	1	0	2	0	0	0	0	0	78
13:15	1	42	16	2	9	0	0	1	0	0	0	0	0	71
13:30	0	56	21	0	7	1	0	1	1	0	0	0	0	87
13:45	0	35	21	1	4	1	0	2	1	0	0	0	0	65
	1	180	82	4	23	3	0	6	2	0	0	0	0	301
14:00	1	54	18	0	8	0	0	4	0	0	0	0	0	85
14:15	0	56	20	0	3	0	0	1	0	0	0	0	0	80
14:30	1	93	37	4	5	1	0	2	0	0	0	0	0	143
14:45	1	97	28	0	3	2	0	3	0	0	0	0	0	134
	3	300	103	4	19	3	0	10	0	0	0	0	0	442
15:00	0	74	33	1	8	0	0	5	0	0	0	0	0	121
15:15	2	89	39	1	5	2	0	3	0	0	0	0	0	141
15:30	0	90	30	0	8	2	0	4	4	0	0	0	0	138
15:45	2	109	26	0	5	0	0	1	0	0	0	0	0	143
	4	362	128	2	26	4	0	13	4	0	0	0	0	543
16:00	0	94	37	1	13	1	0	0	0	0	0	0	0	146
16:15	1	105	35	0	6	0	0	3	1	0	0	0	0	151
16:30	1	110	43	2	2	2	0	4	0	0	0	0	0	164
16:45	0	145	31	0	7	0	0	1	0	0	0	0	0	184
	2	454	146	3	28	3	0	8	1	0	0	0	0	645
17:00	2	116	39	1	9	0	0	4	0	0	0	0	0	171
17:15	1	127	44	0	5	0	0	2	0	0	0	0	0	179
17:30	1	147	40	0	7	1	0	3	0	0	0	0	0	199
17:45	0	103	21	0	1	0	0	1	0	0	0	0	0	126
	4	493	144	1	22	1	0	10	0	0	0	0	0	675
18:00	1	103	23	0	6	1	0	2	0	0	0	0	0	136
18:15	0	92	23	0	5	0	0	1	0	0	0	0	0	121
18:30	1	83	19	0	4	1	0	1	0	0	0	0	0	109
18:45	1	73	23	0	6	0	0	1	1	0	0	0	0	105
	3	351	88	0	21	2	0	5	1	0	0	0	0	471
19:00	0	61	15	0	2	0	0	1	0	0	0	0	0	79
19:15	1	57	11	0	3	0	0	0	0	0	0	0	0	72
19:30	1	48	17	0	1	0	0	0	0	0	0	0	0	67
19:45	0	64	26	0	1	0	0	1	0	0	0	0	0	92
	2	230	69	0	7	0	0	2	0	0	0	0	0	310
20:00	0	40	13	0	5	0	0	0	0	0	0	0	0	58
20:15	0	37	19	0	1	0	0	0	0	0	0	0	0	57
20:30	0	39	13	0	0	0	0	1	0	0	0	0	0	53
20:45	0	45	11	0	1	0	0	0	0	0	0	0	0	57
	0	161	56	0	7	0	0	1	0	0	0	0	0	225
21:00	0	32	4	0	0	0	0	1	0	0	0	0	0	37
21:15	1	36	11	0	2	0	0	0	0	0	0	0	0	50
21:30	0	32	6	0	2	0	0	1	0	0	0	0	0	41
21:45	0	20	5	1	0	0	0	0	0	0	0	0	0	26
	1	120	26	1	4	0	0	2	0	0	0	0	0	154
22:00	1	18	5	0	2	0	0	0	0	0	0	0	0	26
22:15	0	26	4	0	0	0	0	0	0	0	0	0	0	30
22:30	0	24	4	0	0	0	0	0	0	0	0	0	0	28
22:45	0	22	3	0	2	0	0	0	0	0	0	0	0	27
	1	90	16	0	4	0	0	0	0	0	0	0	0	111
23:00	0	19	2	0	0	0	0	0	1	0	0	0	0	22
23:15	0	8	3	0	0	0	0	0	0	0	0	0	0	11
23:30	0	14	2	0	0	0	0	0	0	0	0	0	0	16
23:45	0	8	2	0	0	0	0	0	0	0	0	0	0	10
	0	49	9	0	0	0	0	0	1	0	0	0	0	59
Total	23	2997	935	18	179	23	0	64	13	0	0	0	0	4252
Percent	0.5%	70.5%	22.0%	0.4%	4.2%	0.5%	0.0%	1.5%	0.3%	0.0%	0.0%	0.0%	0.0%	
Grand Total	34	4073	1320	31	270	57	0	97	25	0	0	0	0	5907
Percent	0.6%	69.0%	22.3%	0.5%	4.6%	1.0%	0.0%	1.6%	0.4%	0.0%	0.0%	0.0%	0.0%	

All Traffic Data Services

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Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

SB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Total
08/17/22	0	1	1	0	0	0	0	0	0	0	0	0	0	2
00:15	0	2	0	0	0	0	0	0	0	0	0	0	0	2
00:30	0	1	1	0	0	1	0	0	0	0	0	0	0	3
00:45	0	4	0	0	0	0	0	0	0	0	0	0	0	4
	0	8	2	0	0	1	0	0	0	0	0	0	0	11
01:00	0	7	0	0	0	0	0	0	0	0	0	0	0	7
01:15	0	1	0	0	0	0	0	0	0	0	0	0	0	1
01:30	0	1	1	0	0	0	0	0	0	0	0	0	0	2
01:45	0	1	1	0	0	0	0	0	0	0	0	0	0	2
	0	10	2	0	0	0	0	0	0	0	0	0	0	12
02:00	1	3	0	0	0	0	0	0	0	0	0	0	0	4
02:15	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:30	0	3	0	0	0	0	0	0	0	0	0	0	0	3
02:45	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	1	8	0	0	0	0	0	0	0	0	0	0	0	9
03:00	0	2	0	0	0	0	0	1	0	0	0	0	0	3
03:15	0	6	0	0	1	0	0	0	0	0	0	0	0	7
03:30	0	4	1	0	0	0	0	0	0	0	0	0	0	5
03:45	0	3	2	0	0	0	0	0	0	0	0	0	0	5
	0	15	3	0	1	0	0	1	0	0	0	0	0	20
04:00	0	3	3	0	1	0	0	0	0	0	0	0	0	7
04:15	0	7	1	0	0	1	0	0	0	0	0	0	0	9
04:30	0	10	2	0	0	0	0	0	0	0	0	0	0	12
04:45	0	7	7	0	0	1	0	0	0	0	0	0	0	15
	0	27	13	0	1	2	0	0	0	0	0	0	0	43
05:00	0	14	2	0	0	0	0	0	0	0	0	0	0	16
05:15	1	24	4	0	3	0	0	0	0	0	0	0	0	32
05:30	1	35	13	0	3	0	0	0	0	0	0	0	0	52
05:45	0	46	8	0	0	0	0	0	0	0	0	0	0	54
	2	119	27	0	6	0	0	0	0	0	0	0	0	154
06:00	0	41	23	0	5	0	0	0	0	0	0	0	0	69
06:15	0	58	16	1	2	1	0	0	0	0	0	0	0	78
06:30	0	85	12	1	1	2	0	0	0	0	0	0	0	101
06:45	0	99	22	0	9	1	0	0	0	0	0	0	0	131
	0	283	73	2	17	4	0	0	0	0	0	0	0	379
07:00	0	89	26	0	3	0	0	3	1	0	0	0	0	122
07:15	2	109	37	0	1	2	0	3	0	0	0	0	0	154
07:30	0	115	33	0	7	1	0	0	0	0	0	0	0	156
07:45	0	79	38	0	2	1	0	3	0	0	0	0	0	123
	2	392	134	0	13	4	0	9	1	0	0	0	0	555
08:00	1	93	21	0	2	3	0	5	1	0	0	0	0	126
08:15	2	81	20	0	10	0	0	2	0	0	0	0	0	115
08:30	0	72	14	0	2	1	0	1	0	0	0	0	0	90
08:45	0	65	29	1	4	1	0	0	0	0	0	0	0	100
	3	311	84	1	18	5	0	8	1	0	0	0	0	431
09:00	0	54	18	2	8	1	0	2	0	0	0	0	0	85
09:15	0	91	21	0	7	0	0	1	0	0	0	0	0	120
09:30	0	49	17	1	8	1	0	0	1	0	0	0	0	77
09:45	1	43	12	0	2	2	0	3	0	0	0	0	0	63
	1	237	68	3	25	4	0	6	1	0	0	0	0	345
10:00	3	47	17	0	3	0	0	0	0	0	0	0	0	70
10:15	1	55	17	0	4	3	0	0	0	0	0	0	0	80
10:30	2	56	15	2	4	1	0	3	0	0	0	0	0	83
10:45	0	46	14	0	4	1	0	0	1	0	0	0	0	66
	6	204	63	2	15	5	0	3	1	0	0	0	0	299
11:00	0	39	20	1	2	1	0	1	0	0	0	0	0	64
11:15	0	35	18	1	4	0	0	2	1	0	0	0	0	61
11:30	0	39	13	0	6	3	0	1	0	0	0	0	0	62
11:45	0	27	9	1	2	3	0	1	1	0	0	0	0	44
	0	140	60	3	14	7	0	5	2	0	0	0	0	231
Total	15	1754	529	11	110	32	0	32	6	0	0	0	0	2489
Percent	0.6%	70.5%	21.3%	0.4%	4.4%	1.3%	0.0%	1.3%	0.2%	0.0%	0.0%	0.0%	0.0%	

All Traffic Data Services

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Site Code: 1

Station ID: 1

MCEVER ROAD NORTH OF GAINES BRIDGE ROAD

Latitude: 0' 0.0000 Undefined

Longitude: 0' 0.0000 Undefined

SB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Total
12 PM	0	39	17	0	1	0	0	1	1	0	0	0	0	59
12:15	0	45	16	2	6	2	0	3	0	0	0	0	0	74
12:30	0	56	23	2	5	0	0	3	0	0	0	0	0	89
12:45	1	43	15	0	3	0	1	4	0	0	0	0	0	67
13:00	1	183	71	4	15	2	1	11	1	0	0	0	0	289
13:15	1	43	23	0	5	5	0	1	0	0	0	0	0	78
13:30	1	45	18	0	10	1	0	0	0	0	0	0	0	75
13:45	1	50	19	1	8	0	0	1	1	0	0	0	0	81
14:00	0	47	14	0	8	0	0	1	0	1	0	0	0	71
14:15	3	185	74	1	31	6	0	3	1	1	0	0	0	305
14:30	1	49	22	0	4	0	1	2	0	0	0	0	0	79
14:45	0	39	10	0	4	1	0	1	0	0	0	0	0	55
15:00	2	55	13	0	5	0	0	0	1	0	0	0	0	76
15:15	0	45	14	0	4	1	0	1	1	0	0	0	0	66
15:30	3	188	59	0	17	2	1	4	2	0	0	0	0	276
15:45	0	53	22	1	4	0	0	1	0	0	0	0	0	81
16:00	0	48	17	0	1	0	0	1	0	0	0	0	0	67
16:15	0	53	6	0	4	2	0	1	0	0	0	0	0	66
16:30	0	49	17	0	4	1	0	0	0	0	0	0	0	71
16:45	0	203	62	1	13	3	0	3	0	0	0	0	0	285
17:00	0	72	23	2	3	1	0	1	1	0	0	0	0	103
17:15	0	76	16	1	4	1	0	0	0	0	0	0	0	98
17:30	0	66	15	1	5	1	0	3	0	0	0	0	0	91
17:45	1	67	25	0	6	1	0	1	0	0	0	0	0	101
18:00	1	281	79	4	18	4	0	5	1	0	0	0	0	393
18:15	0	71	21	0	4	1	0	1	0	0	0	0	0	98
18:30	0	86	24	0	3	0	0	1	0	0	0	0	0	114
18:45	1	68	18	0	3	1	0	3	0	0	0	0	0	94
19:00	0	78	15	0	1	0	0	2	0	0	0	0	0	96
19:15	1	303	78	0	11	2	0	7	0	0	0	0	0	402
19:30	0	55	22	0	1	0	0	1	0	0	0	0	0	79
19:45	1	88	21	0	1	0	0	1	0	0	0	0	0	112
20:00	1	48	17	0	2	0	0	1	0	0	0	0	0	69
20:15	0	41	13	0	1	1	0	0	0	0	0	0	0	56
20:30	2	232	73	0	5	1	0	3	0	0	0	0	0	316
20:45	0	34	13	0	4	1	0	0	0	0	0	0	0	52
21:00	0	31	10	0	3	0	0	0	0	0	0	0	0	44
21:15	0	47	9	0	4	0	0	0	1	0	0	0	0	61
21:30	0	27	12	0	2	0	0	0	0	0	0	0	0	41
21:45	0	139	44	0	13	1	0	0	1	0	0	0	0	198
22:00	1	37	12	0	1	0	0	0	0	0	0	0	0	51
22:15	1	36	6	0	3	0	0	1	0	0	0	0	0	47
22:30	0	27	13	0	0	1	0	0	0	0	0	0	0	41
22:45	2	39	9	0	1	0	0	0	0	0	0	0	0	51
23:00	4	139	40	0	5	1	0	1	0	0	0	0	0	190
23:15	0	38	7	0	1	0	0	0	0	0	0	0	0	46
23:30	0	34	2	0	1	0	0	0	0	0	0	0	0	37
23:45	1	25	6	0	1	0	0	0	0	0	0	0	0	33
24:00	0	25	6	0	0	0	0	0	0	0	0	0	0	31
24:15	1	122	21	0	3	0	0	0	0	0	0	0	0	147
24:30	0	18	6	0	0	0	0	0	0	0	0	0	0	24
24:45	0	19	2	0	0	0	0	0	0	0	0	0	0	21
25:00	0	17	3	0	0	0	0	0	0	0	0	0	0	20
25:15	0	16	3	0	0	0	0	0	0	0	0	0	0	19
25:30	0	70	14	0	0	0	0	0	0	0	0	0	0	84
25:45	1	10	0	0	0	0	0	0	0	0	0	0	0	11
26:00	1	10	1	0	0	0	0	0	0	0	0	0	0	12
26:15	0	5	0	0	0	0	0	0	0	0	0	0	0	5
26:30	0	4	2	0	0	0	0	0	0	0	0	0	0	6
26:45	2	29	3	0	0	0	0	0	0	0	0	0	0	34
Total	18	2074	618	10	131	22	2	37	6	1	0	0	0	2919
Percent	0.6%	71.1%	21.2%	0.3%	4.5%	0.8%	0.1%	1.3%	0.2%	0.0%	0.0%	0.0%	0.0%	
Grand Total	33	3828	1147	21	241	54	2	69	12	1	0	0	0	5408
Percent	0.6%	70.8%	21.2%	0.4%	4.5%	1.0%	0.0%	1.3%	0.2%	0.0%	0.0%	0.0%	0.0%	

Appendix B



Crash Data

Date, Time	Location	# of Injuries	# of Fatalities	Collision Type
1/23/2018 13:33	MCEVER RD at GAINES FEI	0	0	01
2/6/2018 7:43	MCEVER RD at GAINES FEI	0	0	03
3/14/2018 7:12	MCEVER RD at GAINES FEI	0	0	01
3/26/2018 17:38	MCEVER RD at GAINES FEI	0	0	03
4/14/2018	GAINES FERRY RD at MCE\	0	0	03
4/24/2018 10:05	MCEVER RD at GAINES FEI	0	0	01
5/11/2018 8:28	GAINES FERRY RD at MCE\	1	0	06
6/7/2018 6:41	GAINES FERRY RD at MCE\	0	0	03
7/26/2018 17:19	MCEVER RD at GAINES FEI	0	0	01
9/11/2018 15:02	MCEVER RD at GAINES FEI	0	0	03
1/17/2019 15:56	MCEVER RD at GAINES FEI	0	0	03
1/29/2019 18:30	MCEVER RD at GAINES FEI	0	0	03
11/9/2018 12:43	MCEVER RD at GAINES FEI	1	0	03
12/16/2018 16:52	MCEVER RD at GAINES FEI	0	0	00
9/17/2019 11:20	MCEVER RD at GAINES FEI	0	0	03
5/21/2019 7:17	GAINES FERRY RD at MCE\	0	0	03
11/19/2019 14:25	MCCCEVER RD at GAINES	0	0	01
8/3/2019 16:30	MCEVER RD at GAINESFER	0	0	01
12/12/2019 17:50	MCEVER RD at GAINES FEI	0	0	01
1/24/2020 15:30	MCEVER RD at GAINES FEI	1	0	01
8/28/2019 18:05	MCEVER RD at GAINES FEI	0	0	03
9/4/2020 16:16	MCEVER RD at GAINES FEI	0	0	01
7/7/2020 10:24	MCEVER RD at GAINES FEI	0	0	04
8/25/2020 16:18	MCEVER RD at GAINES FEI	0	0	01
11/7/2020 9:40	MCEVER RD at GAINES FEI	2	0	01
12/24/2020 15:10	MCEVER RD at GAINES FEI	0	0	03
1/2/2020 18:25	MCEVER RD at GAINES FEI	0	0	01
9/4/2020 10:26	MCEVER RD near GAINES	0	0	03
9/18/2020 15:55	MCEVER RD at GAINES FEI	0	0	03
8/6/2018 17:07	MCEVER RD at GAINES FEI	0	0	04
8/11/2018 20:55	GAINES FERRY RD at MCE\	1	0	03
12/31/2019 15:48	GAINES FERRY RD at MCE\	0	0	01
11/13/2020 14:04	MCEVER RD at GAINES FEI	2	0	03

Collision Type

1 Angle

2 Head On

3 Rear End

4 SS-Same Dir

5 SS-Opposite Dir

6 Not with Motor Veh

Appendix C



Capacity Analysis Reports, No Build Condition

Phasings
3: McEver Rd & Gaines Ferry Rd

Existing Volumes
PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	34	93	46	53	142	131	76	579	113	81	301	47
Future Volume (vph)	34	93	46	53	142	131	76	579	113	81	301	47
Satd. Flow (prot)	0	1813	0	0	1783	0	0	1853	0	0	1877	1615
Flt Permitted		0.743			0.887			0.920			0.757	
Satd. Flow (perm)	0	1361	0	0	1594	0	0	1713	0	0	1435	1615
Satd. Flow (RTOR)		28			51			25				55
Lane Group Flow (vph)	0	219	0	0	367	0	0	835	0	0	402	49
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		6
Total Split (s)	19.0	19.0		19.0	19.0		41.0	41.0		41.0	41.0	41.0
Total Lost Time (s)		6.0			6.0			6.0			6.0	6.0
Act Effct Green (s)		13.0			13.0			35.0			35.0	35.0
Actuated g/C Ratio		0.22			0.22			0.58			0.58	0.58
v/c Ratio		0.69			0.95			0.83			0.48	0.05
Control Delay		32.9			59.8			19.3			9.7	1.8
Queue Delay		0.0			0.0			0.0			0.0	0.0
Total Delay		32.9			59.8			19.3			9.7	1.8
LOS		C			E			B			A	A
Approach Delay		32.9			59.8			19.3			8.8	
Approach LOS		C			E			B			A	
Stops (vph)		130			233			545			208	7
Fuel Used(gal)		3			8			12			5	0
CO Emissions (g/hr)		236			557			870			318	18
NOx Emissions (g/hr)		46			108			169			62	3
VOC Emissions (g/hr)		55			129			202			74	4
Dilemma Vehicles (#)		13			24			62			32	0
Queue Length 50th (ft)		64			114			207			74	0
Queue Length 95th (ft)		#111			#261			#448			133	10
Internal Link Dist (ft)		455			436			452			410	
Turn Bay Length (ft)												150
Base Capacity (vph)		316			385			1009			837	965
Starvation Cap Reductn		0			0			0			0	0
Spillback Cap Reductn		0			0			0			0	0
Storage Cap Reductn		0			0			0			0	0
Reduced v/c Ratio		0.69			0.95			0.83			0.48	0.05

Intersection Summary

Cycle Length: 60

Actuated Cycle Length: 60

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.95

Intersection Signal Delay: 26.3

Intersection LOS: C

Intersection Capacity Utilization 100.2%

ICU Level of Service G

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Phasings
3: McEver Rd & Gaines Ferry Rd

Existing Volumes
PM Peak Hour

Splits and Phases: 3: McEver Rd & Gaines Ferry Rd



Appendix D



Capacity Analysis Reports, Alternative 1, Turn Lanes

Phasings

3: McEver Rd & Gaines Ferry Rd

Base Year Volumes, W/ Turn Lanes

AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	54	109	113	84	26	57	25	226	59	63	511	21
Future Volume (vph)	54	109	113	84	26	57	25	226	59	63	511	21
Satd. Flow (prot)	1736	1900	1553	1752	1827	1553	1444	1845	1524	1752	1881	1538
Flt Permitted	0.738			0.683			0.401			0.606		
Satd. Flow (perm)	1348	1900	1553	1260	1827	1553	610	1845	1524	1118	1881	1538
Satd. Flow (RTOR)			119			73			73			73
Lane Group Flow (vph)	57	115	119	93	29	63	27	246	64	69	562	23
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Perm	NA	Perm	Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4		4	8		8	2		2	6		6
Total Split (s)	18.0	18.0	18.0	18.0	18.0	18.0	27.0	27.0	27.0	27.0	27.0	27.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	8.4	8.4	8.4	8.4	8.4	8.4	25.3	25.3	25.3	25.3	25.3	25.3
Actuated g/C Ratio	0.20	0.20	0.20	0.20	0.20	0.20	0.60	0.60	0.60	0.60	0.60	0.60
v/c Ratio	0.21	0.30	0.29	0.37	0.08	0.17	0.07	0.22	0.07	0.10	0.50	0.02
Control Delay	15.4	16.0	5.8	18.4	13.4	5.1	7.0	7.0	2.3	6.8	9.5	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.4	16.0	5.8	18.4	13.4	5.1	7.0	7.0	2.3	6.8	9.5	0.3
LOS	B	B	A	B	B	A	A	A	A	A	A	A
Approach Delay		11.7			13.1			6.1			8.9	
Approach LOS		B			B			A			A	
Stops (vph)	45	85	26	70	22	14	15	115	10	34	317	0
Fuel Used(gal)	1	2	1	1	0	0	0	3	0	1	7	0
CO Emissions (g/hr)	64	125	59	103	30	30	22	177	25	50	458	5
NOx Emissions (g/hr)	12	24	12	20	6	6	4	34	5	10	89	1
VOC Emissions (g/hr)	15	29	14	24	7	7	5	41	6	12	106	1
Dilemma Vehicles (#)	0	10	0	0	3	0	0	25	0	0	54	0
Queue Length 50th (ft)	11	23	0	19	6	0	3	28	0	7	80	0
Queue Length 95th (ft)	32	53	27	48	19	18	14	70	12	25	182	2
Internal Link Dist (ft)		455			436			452			410	
Turn Bay Length (ft)												150
Base Capacity (vph)	383	541	527	359	520	494	365	1104	941	669	1125	949
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.15	0.21	0.23	0.26	0.06	0.13	0.07	0.22	0.07	0.10	0.50	0.02

Intersection Summary

Cycle Length: 45

Actuated Cycle Length: 42.2

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.50

Intersection Signal Delay: 9.3

Intersection LOS: A

Intersection Capacity Utilization 57.4%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 3: McEver Rd & Gaines Ferry Rd

 Ø2	 Ø4
27 s	18 s
 Ø6	 Ø8
27 s	18 s

Phasings
3: McEver Rd & Gaines Ferry Rd

Base Year Volumes
PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	36	98	48	56	149	138	80	608	119	85	316	49
Future Volume (vph)	36	98	48	56	149	138	80	608	119	85	316	49
Satd. Flow (prot)	0	1813	0	0	1783	0	0	1853	0	0	1877	1615
Flt Permitted		0.716			0.878			0.916			0.745	
Satd. Flow (perm)	0	1311	0	0	1578	0	0	1706	0	0	1413	1615
Satd. Flow (RTOR)		27			52			25				55
Lane Group Flow (vph)	0	231	0	0	385	0	0	877	0	0	422	52
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		6
Total Split (s)	19.0	19.0		19.0	19.0		41.0	41.0		41.0	41.0	41.0
Total Lost Time (s)		6.0			6.0			6.0			6.0	6.0
Act Effct Green (s)		13.0			13.0			35.0			35.0	35.0
Actuated g/C Ratio		0.22			0.22			0.58			0.58	0.58
v/c Ratio		0.76			1.01			0.87			0.51	0.05
Control Delay		38.3			73.1			22.8			10.2	1.9
Queue Delay		0.0			0.0			0.0			0.0	0.0
Total Delay		38.3			73.1			22.8			10.2	1.9
LOS		D			E			C			B	A
Approach Delay		38.3			73.1			22.8			9.3	
Approach LOS		D			E			C			A	
Stops (vph)		137			243			591			226	7
Fuel Used(gal)		4			9			14			5	0
CO Emissions (g/hr)		263			648			970			344	18
NOx Emissions (g/hr)		51			126			189			67	4
VOC Emissions (g/hr)		61			150			225			80	4
Dilemma Vehicles (#)		13			24			65			33	0
Queue Length 50th (ft)		69			~124			229			80	0
Queue Length 95th (ft)		#135			#279			#487			144	10
Internal Link Dist (ft)		455			436			452			410	
Turn Bay Length (ft)												150
Base Capacity (vph)		305			382			1005			824	965
Starvation Cap Reductn		0			0			0			0	0
Spillback Cap Reductn		0			0			0			0	0
Storage Cap Reductn		0			0			0			0	0
Reduced v/c Ratio		0.76			1.01			0.87			0.51	0.05
Intersection Summary												
Cycle Length: 60												
Actuated Cycle Length: 60												
Control Type: Semi Act-Uncoord												
Maximum v/c Ratio: 1.01												
Intersection Signal Delay: 31.2						Intersection LOS: C						
Intersection Capacity Utilization 104.5%						ICU Level of Service G						
Analysis Period (min) 15												
~ Volume exceeds capacity, queue is theoretically infinite.												
Queue shown is maximum after two cycles.												
# 95th percentile volume exceeds capacity, queue may be longer.												

Phasings
3: McEver Rd & Gaines Ferry Rd

Base Year Volumes
PM Peak Hour

Queue shown is maximum after two cycles.

Splits and Phases: 3: McEver Rd & Gaines Ferry Rd



Phasings
3: McEver Rd & Gaines Ferry Rd

Design Year Volumes, W/Left Turn Lanes

AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	99	203	211	156	49	105	47	419	99	117	950	39
Future Volume (vph)	99	203	211	156	49	105	47	419	99	117	950	39
Satd. Flow (prot)	1736	1900	1553	1752	1827	1553	1444	1845	1524	1752	1881	1538
Flt Permitted	0.722			0.474			0.076			0.407		
Satd. Flow (perm)	1319	1900	1553	874	1827	1553	116	1845	1524	751	1881	1538
Satd. Flow (RTOR)			186			117			108			91
Lane Group Flow (vph)	104	214	222	173	54	117	51	455	108	129	1044	43
Turn Type	Perm	NA	Perm	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Total Split (s)	23.0	23.0	23.0	23.0	23.0	23.0	9.5	56.5	56.5	10.5	57.5	57.5
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	4.5	6.0	6.0	4.5	6.0	6.0
Act Effect Green (s)	17.0	17.0	17.0	17.0	17.0	17.0	57.0	50.5	50.5	60.4	55.3	55.3
Actuated g/C Ratio	0.19	0.19	0.19	0.19	0.19	0.19	0.63	0.56	0.56	0.67	0.61	0.61
v/c Ratio	0.42	0.60	0.50	1.05	0.16	0.30	0.35	0.44	0.12	0.23	0.90	0.04
Control Delay	38.1	41.2	12.1	122.2	32.0	8.6	12.3	13.2	2.3	5.6	29.5	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	38.1	41.2	12.1	122.2	32.0	8.6	12.3	13.2	2.3	5.6	29.5	0.3
LOS	D	D	B	F	C	A	B	B	A	A	C	A
Approach Delay		28.7			69.4			11.2			26.0	
Approach LOS		C			E			B			C	
Stops (vph)	87	184	48	124	42	19	17	232	9	37	706	0
Fuel Used(gal)	2	5	2	6	1	1	0	5	0	1	18	0
CO Emissions (g/hr)	153	328	129	416	70	54	34	381	35	68	1224	9
NOx Emissions (g/hr)	30	64	25	81	14	10	7	74	7	13	238	2
VOC Emissions (g/hr)	36	76	30	96	16	13	8	88	8	16	284	2
Dilemma Vehicles (#)	0	10	0	0	3	0	0	23	0	0	46	0
Queue Length 50th (ft)	53	112	17	~108	26	0	8	141	0	21	530	0
Queue Length 95th (ft)	103	185	82	#235	58	45	21	212	21	38	#841	2
Internal Link Dist (ft)		455			436			452			410	
Turn Bay Length (ft)												150
Base Capacity (vph)	249	358	444	165	345	388	147	1035	902	571	1155	980
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.42	0.60	0.50	1.05	0.16	0.30	0.35	0.44	0.12	0.23	0.90	0.04

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 1.05

Intersection Signal Delay: 28.7

Intersection LOS: C

Intersection Capacity Utilization 92.2%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Phasings 3: McEver Rd & Gaines Ferry Rd

Design Year Volumes, W/Left Turn Lanes
AM Peak Hour

Queue shown is maximum after two cycles.

Splits and Phases: 3: McEver Rd & Gaines Ferry Rd



Phasings
3: McEver Rd & Gaines Ferry Rd

Design Year Volumes, W/Turn Lanes
PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	66	181	90	103	277	255	148	1129	220	158	587	92
Future Volume (vph)	66	181	90	103	277	255	148	1129	220	158	587	92
Satd. Flow (prot)	1805	1900	1615	1805	1900	1615	1805	1900	1615	1787	1900	1615
Flt Permitted	0.217			0.398			0.317			0.055		
Satd. Flow (perm)	412	1900	1615	756	1900	1615	602	1900	1615	103	1900	1615
Satd. Flow (RTOR)			114			166			166			83
Lane Group Flow (vph)	84	229	114	116	311	287	161	1227	239	166	618	97
Turn Type	Perm	NA	Perm	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Total Split (s)	29.0	29.0	29.0	29.0	29.0	29.0	12.4	79.4	79.4	11.6	78.6	78.6
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	4.5	6.0	6.0	4.5	6.0	6.0
Act Effect Green (s)	23.0	23.0	23.0	23.0	23.0	23.0	82.6	73.4	73.4	81.4	72.8	72.8
Actuated g/C Ratio	0.19	0.19	0.19	0.19	0.19	0.19	0.69	0.61	0.61	0.68	0.61	0.61
v/c Ratio	1.08	0.63	0.28	0.81	0.85	0.65	0.33	1.06	0.23	0.98	0.54	0.10
Control Delay	171.5	53.3	9.4	84.4	69.3	26.0	7.1	66.7	3.8	93.8	15.9	3.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	171.5	53.3	9.4	84.4	69.3	26.0	7.1	66.7	3.8	93.8	15.9	3.0
LOS	F	D	A	F	E	C	A	E	A	F	B	A
Approach Delay		64.8			54.4			51.6			29.2	
Approach LOS		E			D			D			C	
Stops (vph)	50	165	14	90	251	104	43	941	31	76	331	10
Fuel Used(gal)	3	5	1	3	8	3	1	31	1	4	8	0
CO Emissions (g/hr)	221	325	46	226	556	244	88	2163	92	312	551	33
NOx Emissions (g/hr)	43	63	9	44	108	48	17	421	18	61	107	6
VOC Emissions (g/hr)	51	75	11	52	129	57	20	501	21	72	128	8
Dilemma Vehicles (#)	0	8	0	0	11	0	0	43	0	0	24	0
Queue Length 50th (ft)	~72	165	0	87	235	85	34	~1041	22	77	263	4
Queue Length 95th (ft)	#149	214	34	#190	#380	180	55	#1302	55	#222	363	25
Internal Link Dist (ft)		455			436			452			410	
Turn Bay Length (ft)												150
Base Capacity (vph)	78	364	401	144	364	443	494	1162	1052	169	1152	1012
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.08	0.63	0.28	0.81	0.85	0.65	0.33	1.06	0.23	0.98	0.54	0.10

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 1.08

Intersection Signal Delay: 48.3

Intersection LOS: D

Intersection Capacity Utilization 105.7%

ICU Level of Service G

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Phasings 3: McEver Rd & Gaines Ferry Rd

Design Year Volumes, W/Turn Lanes
PM Peak Hour

Queue shown is maximum after two cycles.

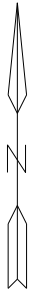
Splits and Phases: 3: McEver Rd & Gaines Ferry Rd



Appendix E

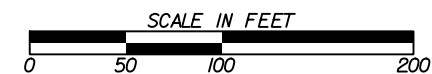


Conceptual Design, Turn Lanes



EXISTING RIGHT OF WAY LINE — — — — —
EDGE OF PAVEMENT AND STRIPING
EXISTING OH ELECTRIC/PH CABLE --W--E-T--W--E-T--W--

REQUIRED RIGHT OF WAY LINE _____
 PROPOSED EDGE OF PAVEMENT _____
 PROPOSED OH ELECTRIC/PH CABLE —W—E—T—W—E—T—W—

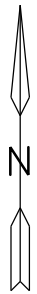


CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE: 9/13/22	

Appendix F

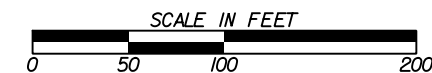


Capacity Analysis Reports, Alternative 2, Roundabout



EXISTING RIGHT OF WAY LINE ——— ——— ———
EDGE OF PAVEMENT AND STRIPING
EXISTING OH ELECTRIC/PH CABLE - - - - -E-T- - - -E-T- - - -

REQUIRED RIGHT OF WAY LINE
PROPOSED PAVEMENT/STRIPING
PROPOSED OH ELECTRIC/PH CABLE
PROPOSED ISLAND
PROPOSED LANSCAPING
PROPOSED STREET LIGHTING



CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE: 9/13/22	

126

Appendix G



Conceptual Design, Roundabout

MOVEMENT SUMMARY

 **Site: 1 [McEver Rd at Gaines Ferry Rd - AM, 2025]**

Site Category: -
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: McEver Rd												
3	L2	27	21.0	0.229	5.6	LOS A	1.4	37.1	0.48	0.31	0.48	34.4
8	T1	246	3.0	0.229	5.0	LOS A	1.4	37.1	0.48	0.31	0.48	35.0
18	R2	64	6.0	0.052	3.3	LOS A	0.3	7.2	0.36	0.19	0.36	34.9
Approach		337	5.0	0.229	4.7	LOS A	1.4	37.1	0.45	0.29	0.45	34.9
East: Gaines Ferry Rd												
1	L2	91	3.0	0.105	4.1	LOS A	0.6	15.1	0.49	0.33	0.49	33.6
6	T1	28	4.0	0.105	4.1	LOS A	0.6	15.1	0.49	0.33	0.49	33.5
16	R2	62	4.0	0.053	3.6	LOS A	0.3	7.4	0.45	0.27	0.45	34.9
Approach		182	3.5	0.105	3.9	LOS A	0.6	15.1	0.48	0.31	0.48	34.0
North: McEver Rd												
7	L2	68	3.0	0.464	7.4	LOS A	3.6	91.5	0.46	0.28	0.46	33.8
4	T1	555	1.0	0.464	7.3	LOS A	3.6	91.5	0.46	0.28	0.46	33.8
14	R2	23	5.0	0.016	2.7	LOS A	0.1	2.1	0.18	0.06	0.18	35.3
Approach		647	1.4	0.464	7.1	LOS A	3.6	91.5	0.45	0.27	0.45	33.8
West: Gaines Ferry Rd												
5	L2	59	4.0	0.206	6.5	LOS A	1.4	35.1	0.76	0.63	0.76	33.6
2	T1	118	0.0	0.206	6.2	LOS A	1.4	35.1	0.76	0.63	0.76	33.7
12	R2	123	4.0	0.139	5.4	LOS A	0.9	22.5	0.69	0.55	0.69	33.9
Approach		300	2.4	0.206	6.0	LOS A	1.4	35.1	0.73	0.60	0.73	33.7
All Vehicles		1465	2.7	0.464	5.9	LOS A	3.6	91.5	0.51	0.35	0.51	34.1

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Project: P:\22-26 Flowery Branch, McEver Rd & Gaines Ferry\Roundabout Analysis\Project1.sip8

MOVEMENT SUMMARY

 **Site: 1 [McEver Rd at Gaines Ferry Rd - PM, 2025]**

Site Category: -
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: McEver Rd												
3	L2	84	0.0	0.562	9.1	LOS A	4.8	119.2	0.60	0.41	0.60	33.0
8	T1	640	0.0	0.562	9.1	LOS A	4.8	119.2	0.60	0.41	0.60	32.9
18	R2	125	0.0	0.094	3.5	LOS A	0.5	12.6	0.35	0.19	0.35	35.0
Approach		849	0.0	0.562	8.3	LOS A	4.8	119.2	0.56	0.38	0.56	33.2
East: Gaines Ferry Rd												
1	L2	59	0.0	0.268	7.5	LOS A	2.0	49.2	0.83	0.72	0.83	33.3
6	T1	157	0.0	0.268	7.5	LOS A	2.0	49.2	0.83	0.72	0.83	33.2
16	R2	145	1.0	0.168	5.9	LOS A	1.1	28.6	0.74	0.60	0.74	33.7
Approach		361	0.4	0.268	6.8	LOS A	2.0	49.2	0.79	0.67	0.79	33.4
North: McEver Rd												
7	L2	89	1.0	0.351	6.4	LOS A	2.5	62.1	0.57	0.40	0.57	34.0
4	T1	333	0.0	0.351	6.3	LOS A	2.5	62.1	0.57	0.40	0.57	34.0
14	R2	52	0.0	0.041	3.2	LOS A	0.2	5.6	0.40	0.22	0.40	35.2
Approach		474	0.2	0.351	6.0	LOS A	2.5	62.1	0.55	0.38	0.55	34.1
West: Gaines Ferry Rd												
5	L2	38	0.0	0.133	4.6	LOS A	0.8	20.5	0.60	0.44	0.60	34.8
2	T1	103	0.0	0.133	4.6	LOS A	0.8	20.5	0.60	0.44	0.60	34.7
12	R2	51	0.0	0.044	3.5	LOS A	0.3	6.3	0.51	0.32	0.51	35.0
Approach		192	0.0	0.133	4.3	LOS A	0.8	20.5	0.58	0.41	0.58	34.8
All Vehicles		1876	0.1	0.562	7.0	LOS A	4.8	119.2	0.61	0.44	0.61	33.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Project: P:\22-26 Flowery Branch, McEver Rd & Gaines Ferry\Roundabout Analysis\Project1.sip8

MOVEMENT SUMMARY

 Site: 1 [McEver Rd at Gaines Ferry Rd - AM, 2050]

Site Category: -
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: McEver Rd												
3	L2	51	21.0	0.474	9.4	LOS A	3.7	97.1	0.74	0.60	0.74	32.6
8	T1	455	3.0	0.474	8.6	LOS A	3.7	97.1	0.74	0.60	0.74	33.1
18	R2	108	6.0	0.093	3.9	LOS A	0.5	14.1	0.50	0.32	0.50	34.6
Approach		614	5.0	0.474	7.9	LOS A	3.7	97.1	0.70	0.55	0.70	33.3
East: Gaines Ferry Rd												
1	L2	170	3.0	0.241	6.3	LOS A	1.7	43.6	0.75	0.62	0.75	32.5
6	T1	53	4.0	0.241	6.4	LOS A	1.7	43.6	0.75	0.62	0.75	32.4
16	R2	114	4.0	0.117	4.8	LOS A	0.8	19.5	0.67	0.50	0.67	34.2
Approach		337	3.5	0.241	5.8	LOS A	1.7	43.6	0.72	0.58	0.72	33.0
North: McEver Rd												
7	L2	127	3.0	0.915	27.5	LOS C	37.4	943.1	1.00	1.35	2.10	26.0
4	T1	1033	1.0	0.915	27.4	LOS C	37.4	943.1	1.00	1.35	2.10	26.0
14	R2	42	5.0	0.030	2.8	LOS A	0.2	4.1	0.27	0.11	0.27	35.3
Approach		1202	1.4	0.915	26.6	LOS C	37.4	943.1	0.97	1.30	2.04	26.3
West: Gaines Ferry Rd												
5	L2	108	4.0	1.111	124.6	LOS F	30.3	766.0	1.00	1.89	3.34	12.3
2	T1	221	0.0	1.111	123.9	LOS F	30.3	766.0	1.00	1.89	3.34	12.3
12	R2	229	4.0	0.616	27.1	LOS C	7.1	182.8	1.00	1.17	1.45	25.5
Approach		558	2.4	1.111	84.2	LOS F	30.3	766.0	1.00	1.60	2.56	15.6
All Vehicles		2711	2.7	1.111	31.6	LOS C	37.4	943.1	0.89	1.10	1.68	24.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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MOVEMENT SUMMARY

 Site: 1 [McEver Rd at Gaines Ferry Rd - PM, 2050]

Site Category: -
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back Vehicles veh	of Queue Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: McEver Rd												
3	L2	156	0.0	1.156	96.6	LOS F	94.9	2371.3	1.00	2.95	5.41	14.6
8	T1	1188	0.0	1.156	96.6	LOS F	94.9	2371.3	1.00	2.95	5.41	14.5
18	R2	232	0.0	0.188	4.5	LOS A	1.2	29.5	0.53	0.37	0.53	34.4
Approach		1576	0.0	1.156	83.1	LOS F	94.9	2371.3	0.93	2.57	4.69	15.9
East: Gaines Ferry Rd												
1	L2	108	0.0	1.140	126.0	LOS F	36.4	909.5	1.00	2.07	3.77	12.2
6	T1	292	0.0	1.140	126.0	LOS F	36.4	909.5	1.00	2.07	3.77	12.2
16	R2	268	1.0	0.602	22.6	LOS C	7.0	177.1	1.00	1.14	1.41	26.9
Approach		668	0.4	1.140	84.5	LOS F	36.4	909.5	1.00	1.69	2.82	15.6
North: McEver Rd												
7	L2	166	1.0	0.723	15.1	LOS B	12.4	311.4	0.93	1.02	1.43	30.1
4	T1	618	0.0	0.723	15.1	LOS B	12.4	311.4	0.93	1.02	1.43	30.1
14	R2	97	0.0	0.082	3.7	LOS A	0.5	12.4	0.53	0.35	0.53	34.9
Approach		881	0.2	0.723	13.8	LOS B	12.4	311.4	0.89	0.95	1.34	30.5
West: Gaines Ferry Rd												
5	L2	69	0.0	0.382	10.5	LOS B	3.3	82.4	0.98	0.88	0.98	32.0
2	T1	191	0.0	0.382	10.5	LOS B	3.3	82.4	0.98	0.88	0.98	31.9
12	R2	95	0.0	0.111	5.3	LOS A	0.8	20.4	0.79	0.61	0.79	34.0
Approach		355	0.0	0.382	9.1	LOS A	3.3	82.4	0.93	0.81	0.93	32.4
All Vehicles		3480	0.1	1.156	58.3	LOS E	94.9	2371.3	0.93	1.81	3.10	19.1

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Maldino and Wilburn, LLC

1864 Lower Fayetteville Rd

Newnan, GA 30265

770.362.6184



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Contract with Georgia Probation Management, Inc. for Probation Services.

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

The City of Flowery Branch Municipal Court changed to GA. Probation Management, Inc and signed a contract in October 2015 for probation services.

FACTS AND ISSUES:

The City of Flowery Branch Municipal Court signed a contract with GA. Probation Management Inc. in October 2015 for probation services. The current contract is set to expire on December 31st, 2022. Probation and pre-trial fees have been set at \$41.00 per month since 2015. In light of inflation, and the significant increase in wages, and the other increased costs of providing services, probation hopes to increase these fees to \$45.00 per month beginning in 2023.

OPTIONS:

1) Approve current revised contract, or 2) Keep current contract until December 2022 and look for other providers.

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

No

AMOUNT AND SOURCE OF FUNDS:

Services are paid for by probationers.

RECOMMENDATION:

Approve contract with Georgia Probation Management, Inc. for probation services.

SAMPLE MOTION:

I make a motion to approve the contract with Georgia Probation Management and authorize the Mayor to execute said document.

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [2022 Executive Summary Georgia Probation Management Contract.pdf](#)

- [Ga Probation Management Inc - Nov 3 2022.pdf](#)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Georgia Probation Contract

DATE: 11/03/2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: November 3rd, 2022

PURPOSE: To consider approving updated contract with GA. Probation Services

HISTORY: The City of Flowery Branch Municipal Court changed to GA. Probation Management, Inc and signed a contract in October 2015 for probation services.

FACTS AND ISSUES:

The City of Flowery Branch Municipal Court signed a contract with GA. Probation Management Inc. in October 2015 for probation services. The current contract is set to expire on December 31st, 2022. Probation and pre-trial fees have been set at \$41.00 per month since 2015. In light of inflation, and the significant increase in wages, and the other increased costs of providing services, probation hopes to increase these fees to \$45.00 per month beginning in 2023.

OPTIONS: 1) Approve current revised contract, or 2) Keep current contract until December 2022 and look for other providers.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the contract with Georgia Probation Management and authorize the Mayor to execute said document.

DEPARTMENT: Flowery Branch Police Department

Prepared by: Chief Christopher Hulsey

ATTACHMENTS: Contract with Georgia Probation Management, Inc.

**STATE OF GEORGIA
COUNTY OF HALL**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Flowery Branch, Georgia (hereinafter referred to as the "City") and Georgia Probation Management, Inc. (hereinafter referred to as "GPM"), upon the request and consent of the Chief Judge of the Flowery Branch Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with GPM with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, GPM is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by GPM of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate GPM as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

GPM shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between GPM and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in GPM's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. GPM shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that GPM is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. GPM shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. GPM shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist GPM in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for GPM to conduct pre-sentence or probationer investigations as may be requested. GPM may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. GPM shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. GPM shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. GPM staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. GPM shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. GPM shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. GPM will maintain records of community service participation and completion.
- W. GPM shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. GPM shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. GPM shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. GPM shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. GPM shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Flowery Branch Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates GPM as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31st, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by GPM, the City shall notify GPM in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, GPM shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by GPM in performing services pursuant to this Contract. If GPM fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare GPM in default and this Contract shall be declared terminated upon receipt by GPM of notice thereof. GPM agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by GPM, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Flowery Branch Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Hall County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event GPM defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to GPM, take possession of all records, including electronic records and other documents generated by GPM in connection with this Contract, and the City may use the same in the performance of the services described herein. GPM agrees to surrender peacefully said records and documents. The City shall provide GPM with a written receipt of those items over which the City assumes exclusive control. GPM agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by GPM of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to GPM's representative, to all GPM's books, records (including electronic records), correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

GPM shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by GPM, neither the Court nor the City shall be liable to GPM, or to anyone who may claim a right resulting from any relationship with GPM, for any negligent act or omission of GPM, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, GPM agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of GPM, including wrongful criminal acts of GPM, or GPM's employees, agents, or representatives. Further, the City is to be named as an additional named insured on GPM's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by GPM are professional services unique to GPM and are, therefore, not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City : The City of Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542
Attn: Tonya D. Parrish, City Manager

As to GPM: Georgia Probation Management, Inc.
327 S. Hill Street, Building A
Buford, Georgia 30518
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and GPM.

In witness whereof, the parties here to have executed this agreement on the day first above written.

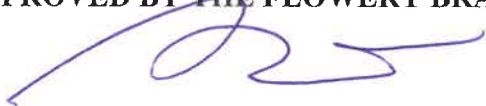
THE CITY OF FLOWERY BRANCH

GEORGIA PROBATION MANAGEMENT, INC.

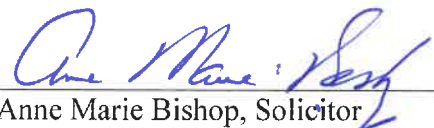
Ed Asbridge, Mayor

Keith Ward, CEO

APPROVED BY THE FLOWERY BRANCH MUNICIPAL COURT



Graham McKinnon, Chief Judge



Anne Marie Bishop, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Intensive Probation Supervision	\$50.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$45.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the GPM Probation Tracker 2.0 Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 & July 1, 2023 (January 2023 billing, billed on February 20, 2023)

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

Nelsnick Enterprises, Inc. (Nelsnick) has been working with the City over the past couple of years analyzing our water sewer capital improvement plan (CIP) and water sewer rates in relation to the CIP plan. On November 2, 2017, Nelsnick presented the recommended water sewer rate increases over the next 5 years based on infrastructure improvements needed in our systems. The last rate change took effect with Resolution 21-018, signed November 4, 2021. In the spring of 2022 it became apparent we needed to reevaluate the rates due to the Wastewater Treatment Plant expansion project. There have been some updates to the rate increases over the next several years. The new plan information is attached. Future implementation of this plan will be presented to Council each year for implementation effective July 1st of each year. This initial rate increase will be effective 1/1/2023 and 7/1/2023.

FACTS AND ISSUES:

The current water sewer capital infrastructure needs are increasing as our City continues to grow. The City needs to update the water sewer infrastructure to remain compliant with EPD regulations and to meet the demands of our growing City. The need for these rate changes is an important contribution to this plan.

OPTIONS:

Approve the resolution to change water sewer rates or table for further discussion.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion adopt resolution 22-021 for implementation of Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Water Sewer Rate Changes effective 1-1-2023.pdf](#)
- [Resolution 22-021 for Water Sewer Rates eff 1-1-2023 & 7-1-2023.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

DATE: November 3, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

COUNCIL ACTION REQUESTED ON: November 03, 2022

PURPOSE:

To change water sewer rates and connection fee rates to meet the current needs for the City.

HISTORY:

Nelsnick Enterprises, Inc. (Nelsnick) has been working with the City over the past couple of years analyzing our water sewer capital improvement plan (CIP) and water sewer rates in relation to the CIP plan. On November 2, 2017, Nelsnick presented the recommended water sewer rate increases over the next 5 years based on infrastructure improvements needed in our systems. The last rate change took effect with Resolution 21-018, signed November 4, 2021. In the spring of 2022, it became apparent we needed to reevaluate the rates due to the Wastewater Treatment Plant expansion project. There have been some updates to the rate increases over the next several years. The new plan information is attached. Future implementation of this plan will be presented to Council each year for implementation effective July 1st of each year. This initial rate increase will be effective 1/1/2023 and 7/1/2023.

FACTS AND ISSUES:

The current water sewer capital infrastructure needs are increasing as our City continues to grow. The City needs to update the water sewer infrastructure to remain compliant with EPD regulations and to meet the demands of our growing City. The need for these rate changes is an important contribution to this plan.

OPTIONS:

Approve the resolution to change water sewer rates or table for further discussion.

RECOMMENDED SAMPLE MOTION:

I make a motion adopt resolution 22-021 for implementation of Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 22-021

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICE'S, THE CONNECTION FEES FOR WATER SERVICE AND THE CONNECTION/CAPACITY FEES FOR SEWER SERVICE

WHEREAS, the City of Flowery Branch is authorized by Art. IX, §II, ¶ III of the Constitution of the State of Georgia, O.C.G.A. § 36-35-3 and Art. VI, § 6.6 of the Charter of the City of Flowery Branch to assess and collect fees, charges and tolls for sewer, sanitary, health services or any other services within and without the corporate limits of the city for the total cost to the city of providing such services; and

WHEREAS, Ordinance No. 100-F authorizes the City Council of the City of Flowery Branch to set the rates for water and sewer services, connection fees for water service and connection/capacity fees for sewer service by resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Flowery Branch that the rates for water and sewer services, the connection/capacity fees for water service and the connection/capacity fees for sewer service shall be as follows:

Section 1 - Water and Sewer Services Rates

Section 1.1 Within the Corporate Limits – Customers whose service address is within the city limits of Flowery Branch will be charged the inside city rates, fees, and charges.

Section 1.2 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Inside City Residential Water Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
1"	\$18.03	\$19.60	\$21.30	\$23.16	\$25.17	\$27.36	\$29.74
1 1/2"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
2"	\$57.68	\$62.70	\$68.15	\$74.08	\$80.53	\$87.53	\$95.15
3"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
4"	\$180.25	\$195.93	\$212.98	\$231.51	\$251.65	\$273.54	\$297.34
6"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
8"	\$576.80	\$626.98	\$681.53	\$740.82	\$805.27	\$875.33	\$951.49

Inside City Non-Residential Monthly Water Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$14.42	\$15.68	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79
1"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
1 1/2"	\$72.10	\$78.37	\$85.19	\$92.60	\$100.66	\$109.42	\$118.94
2"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
3"	\$230.72	\$250.79	\$272.61	\$296.33	\$322.11	\$350.13	\$380.59
4"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
6"	\$721.00	\$783.73	\$851.91	\$926.03	\$1,006.59	\$1,094.17	\$1,189.36
8"	\$1,153.60	\$1,253.96	\$1,363.06	\$1,481.64	\$1,610.55	\$1,750.66	\$1,902.97

Section 1.3 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.4 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes. Tax-exempt properties shall be set at the customer class appropriate for their intended use. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Section 1.4.1 Single-Family Residential (SFR) Water Users – Customers that primary water use is for a single-family detached home.

SFR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

Section 1.4.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

Section 1.4.3 Multi-Family Residential Water Users (master-metered) – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Inside City Water Volume Charges (Master-metered)

Unit Charge per 1,000 Gallons								
Tier	Gallons*	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

***Volume range per tier is multiplied by the number of units. Thus, a multifamily residence with 10 units would have a Tier 1 range of 0 to 25,000 gallons, Tier 2 range of 25,001 to 45,000 gallons and Tier 3 above 45,000 gallons per month.**

Section 1.4.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels, religious institutions and other uses not dedicated for long-term residential domicile.

NR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0-4,500	\$5.10	\$5.54	\$6.03	\$6.55	\$7.12	\$7.74	\$8.41
Tier 2	4,501-60,000	\$6.38	\$6.94	\$7.54	\$8.19	\$8.91	\$9.68	\$10.52
Tier 3	60,001 and above	\$7.65	\$8.32	\$9.04	\$9.83	\$10.68	\$11.61	\$12.62

Section 1.5 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Inside City Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
1"	\$18.03	\$19.60	\$21.30	\$23.16	\$25.17	\$27.36	\$29.74
1 1/2"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
2"	\$57.68	\$62.70	\$68.15	\$74.08	\$80.53	\$87.53	\$95.15
3"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
4"	\$180.25	\$195.93	\$212.98	\$231.51	\$251.65	\$273.54	\$297.34
6"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
8"	\$576.80	\$626.98	\$681.53	\$740.82	\$805.27	\$875.33	\$951.49

Inside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$14.42	\$15.68	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79
1"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
1 1/2"	\$72.10	\$78.37	\$85.19	\$92.60	\$100.66	\$109.42	\$118.94
2"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
3"	\$230.72	\$250.79	\$272.61	\$296.33	\$322.11	\$350.13	\$380.59
4"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
6"	\$721.00	\$783.73	\$851.91	\$926.03	\$1,006.59	\$1,094.17	\$1,189.36
8"	\$1,153.60	\$1,253.96	\$1,363.06	\$1,481.64	\$1,610.55	\$1,750.66	\$1,902.97

Section 1.6 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for

each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.7 Wastewater System Commodity Charges – Customers shall pay for all wastewater based on water metered using a uniform rate structure for all customers. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Wastewater Unit Charge							
Unit Charge per 1,000 Gallons							
Class	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Residential	\$9.20	\$10.00	\$10.87	\$11.82	\$12.84	\$13.96	\$15.18
Multi-Family	\$7.47	\$8.12	\$8.83	\$9.59	\$10.43	\$11.34	\$12.32
Non-Residential	\$6.29	\$6.84	\$7.43	\$8.08	\$8.78	\$9.55	\$10.38

Section 1.8 Outside the Corporate Limits – Customers whose service address is outside the city limits of Flowery Branch will be charged the outside city rates, fees, and charges. The outside city rates reflect the additional cost in serving outside customer including additional pumping cost, travel, and risks associated with serving outside jurisdictional customers.

Section 1.9 Water System Monthly Charges – Outside city customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Residential Water Monthly Charges							
Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
1"	\$22.54	\$24.50	\$26.63	\$28.95	\$31.47	\$34.21	\$37.18
1 1/2"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
2"	\$72.08	\$78.35	\$85.17	\$92.58	\$100.63	\$109.39	\$118.90
3"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
4"	\$225.25	\$244.85	\$266.15	\$289.30	\$314.47	\$341.83	\$371.57
6"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
8"	\$720.80	\$783.51	\$851.67	\$925.77	\$1,006.31	\$1,093.86	\$1,189.03

Outside City Non-Residential Water Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$18.02	\$19.59	\$21.29	\$23.14	\$25.16	\$27.35	\$29.73
1"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
1 1/2"	\$90.10	\$97.94	\$106.46	\$115.72	\$125.79	\$136.73	\$148.63
2"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
3"	\$288.32	\$313.40	\$340.67	\$370.31	\$402.53	\$437.54	\$475.61
4"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
6"	\$901.00	\$979.39	\$1,064.59	\$1,157.21	\$1,257.89	\$1,367.33	\$1,486.28
8"	\$1,441.60	\$1,567.02	\$1,703.35	\$1,851.54	\$2,012.63	\$2,187.72	\$2,378.06

Section 1.10 Multi-unit Development Monthly Charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.11 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes. Tax-exempt properties shall be set at the customer class appropriate for their intended use. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Section 1.11.1 Single- Family Residential (SFR) Water Users – Customers that primary water use is for a single-family detached home.

SFR Outside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

Section 1.11.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Outside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

Section 1.11.3 Multi-Family Residential Water Users – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Outside City Water Volume Charges (Master-metered)

Unit Charge per 1,000 Gallons								
Tier	Gallons*	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

***Volume range per tier is multiplied by the number of units. Thus, a multifamily residence with 10 units would have a Tier 1 range of 0 to 25,000 gallons, Tier 2 range of 25,001 to 45,000 gallons and Tier 3 above 45,000 gallons per month.**

Section 1.11.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Outside City Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0-4,500	\$6.38	\$6.38	\$7.54	\$8.19	\$8.91	\$9.68	\$10.52
Tier 2	4,501-60,000	\$7.98	\$8.67	\$9.43	\$10.25	\$11.14	\$12.11	\$13.16
Tier 3	60,001 and above	\$9.57	\$10.40	\$11.31	\$12.29	\$13.36	\$14.52	\$15.79

Section 1.12 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
3/4"	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
1"	\$22.53	\$24.50	\$26.63	\$28.95	\$31.47	\$34.21	\$37.18
1 1/2"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
2"	\$72.08	\$78.35	\$85.17	\$92.58	\$100.63	\$109.39	\$118.90
3"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
4"	\$225.25	\$244.85	\$266.15	\$289.30	\$314.47	\$341.83	\$371.57
6"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
8"	\$720.80	\$783.51	\$851.67	\$925.77	\$1,006.31	\$1,093.86	\$1,189.03

Outside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
3/4"	\$18.02	\$19.59	\$21.29	\$23.14	\$25.16	\$27.35	\$29.73
1"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
1 1/2"	\$90.10	\$97.94	\$106.46	\$115.72	\$125.79	\$136.73	\$148.63
2"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
3"	\$288.32	\$313.40	\$340.67	\$370.31	\$402.53	\$437.54	\$475.61
4"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
6"	\$901.00	\$979.39	\$1,064.59	\$1,157.21	\$1,257.89	\$1,367.33	\$1,486.28
8"	\$1,441.60	\$1,567.02	\$1,703.35	\$1,851.54	\$2,012.63	\$2,187.72	\$2,378.06

Section 1.13 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.14 Wastewater System Commodity Charges – Customers shall pay wastewater volume based on water metered using a uniform rate structure for all customers. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Wastewater System Commodity Charges							
Unit Charge per 1,000 Gallons							
Class	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Residential	\$11.50	\$12.50	\$13.59	\$14.77	\$16.06	\$17.45	\$18.97
Multi-Family	\$9.33	\$10.14	\$11.02	\$11.98	\$13.03	\$14.16	\$15.39
Non-Residential	\$7.86	\$8.54	\$9.29	\$10.10	\$10.97	\$11.93	\$12.97

Section 1.15 Irrigation Meters Unit Charges – Inside City Customers shall pay the Inside City SFR Tier 3 volume rate for all water metered through an irrigation meter. Outside City Customers shall pay the Outside City SFR Tier 3 volume rate for all water metered through an irrigation meter.

Section 2 Gainesville Water System Customers Wastewater Charges

Customers utilizing the Flower Branch sewer system but receiving water service from the City of Gainesville shall be billed directly by the City of Gainesville using the following schedule. The Base Charge is applied monthly. The unit charge for sewage is billed based on the water meter readings and are per 1000 gallons metered. The City of Gainesville bills its customers monthly. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Gainesville Water System Customers on Flowery Branch Sewer Sewer Base and Unit Charges

Inside City							
Item	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Base Charge	\$8.24	\$8.96	\$9.74	\$10.58	\$11.50	\$12.50	\$13.59
Unit Charge (All volume)	\$9.30	\$10.11	\$10.99	\$11.94	\$12.98	\$14.11	\$15.34
Outside City							
Base Charge	\$10.30	\$11.20	\$12.17	\$13.23	\$14.38	\$15.63	\$16.99
Unit Charge (All volume)	\$11.63	\$12.64	\$13.74	\$14.94	\$16.24	\$17.65	\$19.18

Section 3 Hardship Rates

SENIOR CITIZENS: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household is 65 years of age or older. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per

unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

DISABLED: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household has been declared disabled by the US Social Security Administration or the US Department of Veterans Affairs. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

Section 4 One-Time Water Leak Adjustment

Upon repairing a leak, a customer may receive an adjustment to the water bill or bills (two consecutive months) that covered the time of the leak. The customer remains responsible for their regular bills reduced by the leak amount. The leak amount will be calculated by subtracting the average month usage of the last 3 months (or less if 3-month data unavailable) from the impacted bills (2 months maximum). It is important that the customer understands that the onetime leak adjustment is available for an account holder only one time. The customer must provide either a copy of the plumber bill or copies of receipts for the repair to be given the one-time water leak adjustment.

Only Single-Family Residential customers are eligible for the One Time Leak Adjustment Policy. It does not apply to Commercial accounts.

It is important to note that the one-time water leak adjustment limit **does not** apply to sewer billings for a leak that did **not go into the sewer**. If the water leaked prior to entering the sewer line, you can give the customer an adjustment for the sewer portion of the bill. You may adjust the bill back to the customer's normal sewer billing. A sewer credit can be issued once a year for a maximum of three consecutive months (this is to encourage the customer to make the necessary repairs). The type of customer (residential or commercial) is not relevant to determine if the customer is eligible for the sewer adjustment. All classes of customers are eligible for the sewer credit.

Section 5 Tampering and Disconnection Fees

Service that has been scheduled for disconnection or has been disconnected for non-payment of a utility bill or evidence of meter tampering will be restored only after the past month and current month bill is paid in full and a \$30.00 (disconnection fee) service charge paid. A lock will be placed on the meter until the account is paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Evidence of removing or damaging a lock that has been placed on a meter for non-payment of service will require the City of Flowery Branch to remove the meter from the service address. Service will be restored only after the past month and current month bill is paid in full, a

\$50.00 tampering fee is paid in full, a \$20.00 lock replacement fee is paid in full and a \$30.00 (disconnection fee) service charge paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Section 6 Water Connection Fees.

The Water Connection Fee includes four components as follow:

- 1) Tap Fee - the cost of tapping into the water main and providing a service main and meter box,
- 2) Meter Set Fee - the meter installation cost including backflow protection and data transmitter,
- 3) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, elevated storage, water supply/treatment and pumping to provide peak day water capacity based on requested water capacity or by meter size, and
- 4) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

Section 6.1 Tapping and Meter Set Fees - The water connection installation fee recovers the cost of labor, materials, and equipment for providing a connection from the water main to the property boundary including the cost of the meter box/vault. **This differs from the SDC in the next section which recovers the fair share cost of the distribution and treatment facilities based on requested capacity.** The meter set fee recovers the cost of labor, materials, and equipment for providing the meter, backflow, and data transmitter. Tapping Fees and Meter Set Fees apply to all connections performed by Flowery Branch staff including the installation of master meters, direct service to individual units, and irrigation meters. Developers that install the tap and meter box to Flowery Branch specifications shall only pay the meter set fee. Developers that purchase meters/backflow and transmitter from Flowery Branch and install meter shall only pay the cost of materials.

Water Connection Installation Fee

Descriptions	Tap Fee	Meter Set Fee	Total
3/4" Short	\$693	\$580	\$1,273
1" Short	\$593	\$750	\$1,343
2" and larger	At Cost	At Cost	At Cost

Section 6.2 System Development Charge and Admin Fee - The System Development Charge for water service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Water SDC and Administration Fee. Attached multi-unit developments typically use less water than detached units. A 70% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will use **231.2** gallons for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 231.2 gallons of capacity from the water distribution and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$50** for multi-family attached developments for each unit, **\$50** for ¾" detached developments and multi-unit commercial developments and **\$100** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the development.

Water Connection System Development Charge and Admin Fee

Meter Size (in inches)	Capacity Ratios	Water SDC	Admin	Total
¾" Meters used in Multiunit Attached Developments	0.7	\$773	\$50	\$796
¾" Detached Single Family and individual businesses	1	\$1,104	\$50	\$1,154
1"	2.5	\$2,760	\$100	\$2,860
1 1/2"	5	\$5,520	\$100	\$5,620
2"	8	\$8,832	\$100	\$8,932
3"	16	\$17,664	\$100	\$17,764
4"	25	\$27,600	\$100	\$27,700
6"	50	\$55,200	\$100	\$55,300
8"	80	\$88,320	\$100	\$88,420

Section 6.3 Irrigation Meters - A ¾" irrigation meter will use approximately 600 gallons per application assuming 30 minutes and 20 gallons per minute (¾" meter) or over twice the single-family home domestic meter, as such, an irrigation meter shall be charged an SDC two times the SDC rate of a non-irrigation meter of equivalent size. i.e. the SDC for a ¾" irrigation meter would be **2 X \$1,104 = \$2,208** plus any installation costs (labor, equipment and materials). No administrative fee would be applied to an irrigation meter for existing or new non-irrigation customer connections. To encourage water conservation, residential units are prohibited to have an irrigation meter with all water metered being charged the appropriate water Tiered rate plus if applicable sewer unit charges.

Water Irrigation Meter System Development Charge

Irrigation Meter Size (in inches)	Capacity Ratio	Water SDC	Total
¾"	2	\$1,104 x 2	\$2,208
1"	5	\$2,760 x 2	\$5,520
1 1/2"	10	\$5,520 x 2	\$11,040
2"	16	\$8,832 x 2	\$17,664
3"	32	\$17,664 x 2	\$35,328
4"	50	\$27,600 x 2	\$55,200
6"	100	\$55,200 x 2	\$110,400
8"	160	\$88,320 x 2	\$176,640

Section 6.4 Multi-unit Development served by a master-meter - Multi-unit developments that install sub-metering¹ to individual units shall provide connection to the Flowery Branch water system and meter boxes per Flowery Branch specification for each master meter required to serve the development. Developer shall only pay the meter set fees for the master meters, and SDC and admin fees for each sub-metered unit. The meter set fee will be based on meter size of the master meters installed by Flowery Branch and include labor, materials and equipment associated with the meter, backflow protection and data transmitter as applicable (see Section 6.1). The SDC and Admin fee will be based on the sub-meter size based on the following table.

Water System Development Charge and Admin Fee (Master-metered)

Sub-meter Size	Meter Equivalency Ratios	SDC	Admin	Total
3/4" or smaller Attached Units	0.7	\$773	\$50	\$823 x # of units
3/4" Single Family/Business Detached	1	\$1,104	\$50	\$1,154 x # of units
1"	2.5	\$2,760	\$100	\$2,860 x # of units
1 1/2"	5	\$5,520	\$100	\$5,620 x # of units
2"	8	\$8,832	\$100	\$8,932 x # of units
3"	16	\$17,664	\$100	\$17,764 x # of units
4"	25	\$27,600	\$100	\$27,700 x # of units
6"	50	\$55,200	\$100	\$55,300 x # of units
8"	80	\$88,320	\$100	\$88,420 x # of units

Section 6.5 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate schedules. In the event that the developer requires a different capacity other than provided in the SDC tables, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff or consultant for reasonableness. The cost for capacity (SDC) is **\$4.78** per peak day gallon plus the appropriate admin fees by meter size for each unit. **The service main and/or meter size capacity to the Flowery Branch water system shall not exceed the requested capacity.**

Section 6.6 Connections for Fire Suppression – Any building requiring fire suppression/sprinklers shall pay for the capacity (SDC) based on the pipe diameter size using the meter capacity ratios in section 6.2 and multiplying by the 1" water system development charge. Currently, a 3" diameter fire main would currently be $\$1,104 * 16 = \$17,664$. There is no fee for public access fire hydrants within a development that is dedicated to the City of Flowery Branch.

¹ Georgia state law now requires all new multi-unit developments to individually meter each unit within the development. Water charges based on the master meter are to be fairly allocated to the individual units based on usage. Flowery Branch shall only be responsible for billing at the master meter level.

Section 6.7 Example Situation

Section 6.7.1 Single Family ¾" water meter installed by Flowery Branch staff

The owner/developer will pay \$1,273 for the Tap and Meter Set fees and \$1,154 for the SDC and admin fee or a total of \$2,427.

Section 6.7.2 Single Family detached Subdivision with ¾" water meter installed by Flowery Branch staff and developer providing water tap and meter box for 25 homes. Also, a 1" irrigation meter is requested to be installed by Flowery Branch for a common area to be the responsibility of a homeowners association.

The owner/developer will pay \$580 in Meter Set fees and \$1,154 in SDC and admin fees for each home or 25 x 1,734 a total of \$43,350. The irrigation meter would be \$2,208 plus any installation costs performed by Flowery Branch. Please note; irrigation meters are prohibited to single family dwellings to promote water conservation but are available for non-residential entities that would be responsible for billing.

Section 6.7.3 Multiunit development served by two 2" master meters for two 5-unit condo buildings with each unit sub-metered. Also, an addition 1" meter is installed by the developer for a clubhouse to be the responsibility of a homeowner's association.

The owner/developer will pay Meter Set fees for each master meter at cost. The owner/developer will also pay \$823 in SDC and admin fees for each unit or 10 x \$823 for a total of \$8,230. The 1" clubhouse meter installed by the developer purchased at-cost from Flowery Branch will add \$2,860 to the total fee.

Section 7 Sewer Connection/Capacity Fees

The Wastewater Connection Fee includes two components as follows:

- 1) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, lift stations and treatment to provide peak day sewer capacity based on requested flow capacity or water meter size, and
- 2) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

The cost of installation of the sewer connection is the responsibility of the developer/owner.

Section 7.1 System Development Charge and Admin Fee - The System Development Charge for wastewater service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Wastewater SDC and Administration Fee. Attached multiunit developments typically use less water than detached units. A 90% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾” meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾” meter will return **180.3** gallons of wastewater to Flowery Branch for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 180.3 gallons of capacity from the wastewater collection and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$50** for multi-family attached developments for each unit, **\$50** for ¾” detached developments and multi-unit non-residential developments and **\$100** for developments (detached or attached) requiring a meter 1” or larger. The SDC and admin fee is charged for each unit in the development

Wastewater Connection System Development Charge and Admin Fee

Water Meter Size* (in inches)	Meter Equivalency Ratios	Wastewater SDC	Admin	Total
¾” Meters used in Multiunit Attached Developments	0.7	\$3,186	\$50	\$3,236
¾” Detached Single Family and individual businesses	1	\$4,551	\$50	\$4,601
1”	2.5	\$11,378	\$100	\$11,578
1 1/2”	5	\$22,755	\$100	\$22,855
2”	8	\$36,408	\$100	\$36,508
3”	16	\$72,816	\$100	\$72,916
4”	25	\$113,775	\$100	\$113,875
6”	50	\$227,550	\$100	\$227,650
8”	80	\$364,080	\$100	\$364,180

*Irrigation meters should be excluded from capacity requests and system development charges.

Section 7.2 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate SDC schedule. In the event that the developer requires a different capacity other than provided in the SDC schedules, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff and/or consultant for reasonableness. The cost for wastewater capacity (SDC) is **\$25.24** per peak day gallon plus the appropriate admin fees by meter size for each unit.

Section 8. Oakwood Sewer. Gainesville water customers with City of Oakwood sewer service with treatment provided by Flowery Branch shall be billed for wastewater at 100% of water metered. The billed volume is provided by the Gainesville Department of Water Resources at \$1.00 per month per account. The billed amount is collected by Flowery Branch and a share is provided to the City of Oakwood for sewer service. Customers seeking Oakwood sewer service will pay any connection related fees directly to the City of Oakwood. Customers should contact the City of Oakwood for latest rates, fees and charges related to this sewer service.

Section 9. Moratoriums. If new development is estimated to exceed the capacity of water supply or distribution system capacity or wastewater collection or treatment, the City of Flowery Branch may place a temporary moratorium on new development until such capacity is added. Such moratorium may be system-wide or to specific geographic locations of the service area depending on the situation. A separate ordinance will be voted on by City Council at the recommendation of the City Manager as to the time and scope of the moratorium.

Section 10. Landlord Agreement. Landlords may request continuous water service for newly unoccupied rental units by using the latest landlord agreement form provided by the Water/Wastewater Department. A turn-on fee of **\$30** will be charged each time when the account is re-established in the Landlord's name at the time that a tenant requests service disconnection OR tenant account is closed for non-payment and service is transferred to the landlord. The landlord will be responsible for all billed water volume and monthly fees of the unoccupied rental unit during this time. A **\$60** administration fee and refundable deposit of **\$120** per rental unit shall be required for the duration of the landlord agreement. The maximum deposit shall not exceed **\$1,080**.

Each time a new tenant applies for service for any of the service addresses listed on the landlord agreement form said account will be final billed. However, should the landlord for any reason, request that the water service be disconnected once the agreement is established and no tenant has applied for water/sewer service, the appropriate charges will be billed, and this agreement will be null and void.

Landlord's requesting to participate in this agreement must have a good payment history. The Landlord's deposit will remain on the account until the Landlord requests the account be taken off of Landlord status and the account is closed. If any accounts on this agreement fall into delinquent status, this agreement will be considered null and void.

Section 12. Miscellaneous Fees. The following are additional fees for specific services provided by Flowery Branch.

- **\$120 for Water and Sewer Deposit Fee** – This is charged for new application for water and sewer service. The deposit will be used for the final bill and any

- potential balance refunded to a customer.
- \$65 for Sewer Only Deposit Fee – This is charged for new application for sewer only service. The deposit will be used for the final bill and any potential balance refunded to a customer.
- \$60 admin fee for new service applications – The administrative cost of establishing an account and turning on the water meter.
- \$60 cut off fee – The administrative cost of closing an account and turning off the water meter. This applies to all accounts past due.
- \$180 Snowbird Fee – This fee is charged for customers vacating a property for an extended period of time that desire a final bill but intend to restart service in the future. Fee covers final meter read, locking meter, final bill submission and unlocking meter upon customers return/request.
- \$30.00 Return Check Fee – A fee will be charged on checks or bank drafts returned for any reason, and water service may be subject to disconnect.
- \$30 turn-on fee – This fee is charged to turn the water service on for existing connections.
- \$15 FOG Fee – The fee to cover cost related to the Fats, Oils and Grease program. This fee is applied to each trap to reimburse Flowery Branch for monitoring and administrative costs.
- Sewer Inspection Fee – TBD
- Water Inspection Fee – TBD

Section 13. Debt Collections. Accounts that are not fully paid after 90 days shall be turned over to a collection agency for processing. An additional service fee of may be applied to cover the cost of collection agency.

Section 13. Repeal of Conflicting Resolutions. Any part of any prior resolutions in conflict with the terms of this Resolution, are hereby repealed to the extent of the conflict; but it is hereby provided, that any resolution, ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Resolution on behalf of the City of Flowery Branch.

Section 14. Severability. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Resolution shall be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstance shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of the Resolution to other circumstances no so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt all parts hereof as may not be held invalid for any reason.

Section 15. Brochure and Other Guides Conflicts. The City of Flowery Branch provides brochures and guides to assist customers on the rates, fees and charges of the Flowery Branch water and wastewater systems. If any information from these documents conflict with the latest Council approved ordinance, the ordinance shall prevail.

Section 15. Effective Date. This Resolution shall become effective the date of January 1, 2023. once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 3rd day of November 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider October 20, 2022 City Council Meeting Minutes

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [October 20, 2022 Unofficial Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, October 20, 2022, 6:00 PM
City of Flowery Branch City Hall
5410 W. Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:00 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, Joseph Mezzanotte, and Chris Mundy

Also present were City Clerk Shelia Cooper, Downtown Director Renee Carden, Finance Director Matthew Hamby, Planning Director Rich Atkinson, Public Works Director Bill Whidden and City Attorney Ron Bennett.

Absent: Council Member William McDaniel and City Manager Tonya Parrish

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

PROCLAMATION:

Mayor Asbridge presented a proclamation to Jenine Lubker from Long Term Care Ombudsman for National Long-Term Care Residents' Rights Month 2022 – Inspiring Unity Within Our Community.

ADOPTION OF AGENDA:

There was a motion made to adopt the agenda as presented.

MOTION: Joe Anglin

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

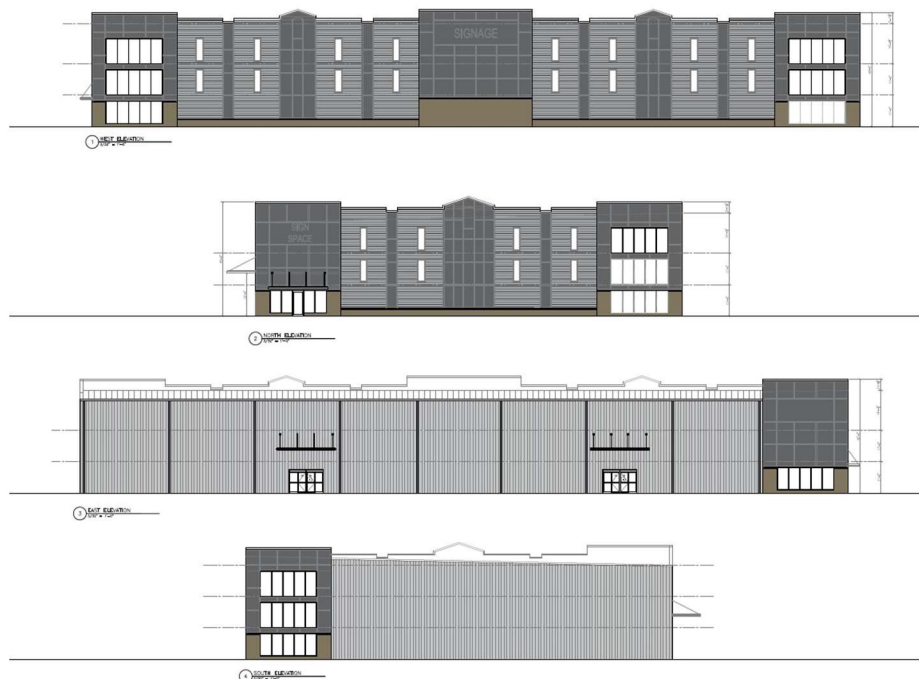
PUBLIC HEARING:

A Public Hearing to consider a request to Rezone 5205 Railroad Avenue from Central Business District (CBD) to Highway Business (HB) submitted by Mr. Kevin Hobgood.

Mr. Hobgood has withdrawn the application for rezoning of 5205 Railroad Avenue.

A Public Hearing to consider a request submitted by BLT Martin Road, LLC for a Conditional Use Permit (CUP) to construct a self-storage facility at 4153 Falcon Parkway.

Planning Director Atkinson presented a request submitted by BLT Martin Road, LLC for a Conditional Use Permit (CUP) to construct a self-storage facility at 4153 Falcon Parkway. This is currently zoned Highway Business (HB). It was rezoned from Agricultural (A) in October 2020. The plan was to make a retail space, but no suitable retail use was found. Self-storage is allowed via a Conditional Use Permit. The current character area for this site is “Industrial Employment.” A self-storage facility is an inherently allowed use in the M-1 and M-2 zoning districts. The Comprehensive Plan specifically states the uses in these zoning districts are appropriate. Therefore, the proposed use is in conformity with the Comprehensive Plan.



Parking and landscaping are still in the design phase and will be updated soon. The above renderings will be updated and improved before the next meeting. Staff recommends approval. If requested, there will be a work session on November 3, 2022, and December 1, 2022. The first vote will be on November 17 and the second and final vote on December 15, 2022.

Public Comments on the Public Hearing:

In favor:

Steve Gilliam with Smith, Gilliam, Williams & Miles, P.A., 340 Jesse Jewel Parkway,
Gainesville, Georgia 30501

Parker Blanchard, 1776 Peachtree Road, Atlanta, Georgia 30309

Against: None

Mayor and Council had a discussion regarding the self-storage facility.

Mayor Asbridge closed the public hearing at 6:13 p.m.

DEPARTMENT REPORTS:

Downtown Director:

Downtown Director Carden invited citizens to the Fall Clean Up on Saturday, October 22, 2022, from 8 a.m. until 10 a.m. Trunk or Treat will be on Thursday, October 27, 2022, from 3:30 p.m. until 6:30 p.m. with live music and grilled burgers. There will be a Stranger Things Block Party on Friday, October 28, 2022, from 6:30 p.m. until 10 p.m. The Flowery Branch Christmas Wishes Lantern Parade and Holiday Block Party will be on Saturday, November 19, 2022, from 2 p.m. until 8 p.m. and the parade will begin at 6 p.m. and the Christmas Tree Lighting will be at 7 p.m.

ADJOURNMENT WORK SESSION:

Mayor Asbridge closed the work session at 6:17 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:17 p.m.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- Consider October 6, 2022, City Council Meeting Minutes

There was a motion made to approve the consent agenda as presented.

MOTION: Chris Mundy

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider First Reading of Ordinance 671, An Amendment to the Insurer Licensing Fee

Attorney Bennett read the caption for Ordinance 671, an amendment to the Insurer Licensing Fee.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion to adjourn at 6:18 p.m.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Ed Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Mayor Asbridge Per Diem for October 2022

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Mayor Per Diem October 2022.pdf](#)



City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Mayor Edward Asbridge Month/Year: October 2022

Meeting Date	Description of Meeting
October 5, 2022	Presentation of Officer of the Year – Gainesville
October 13, 2022	Ribbon Cutting & Speaker at Clear Space
October 19, 2022	Chamber – Issues Committee – Elections
October 25, 2022	Chamber – Small Bus. Coalition – Lake Lanier
October 27, 2022	Chamber – BOD Meeting – Eagle Ranch

My signature certifies that I am eligible to be paid for 5 meeting dates, maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of \$50.00 per meeting.

Total of \$250.00

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Second Reading of Ordinance 671, An Amendment to the Insurer Licensing Fee

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

The insurer licensing fee ordinance was last updated in 2011 with the fee increase taking effect January 1, 2012.

FACTS AND ISSUES:

O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census, the population of Flowery Branch was revised to 10,144. Accordingly, under the authorizing statute, the City is authorized to increase its annual license fee to insurance companies from \$50 to \$75. For this fee increase to take effect by January 1, 2023, the City's ordinance must be adopted prior to the end of this year.

OPTIONS:

(1) Approve as presented with the \$75 annual license fee (2) Keep the existing insurance licensing fee ordinance with the \$50 annual license.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve the second reading of Ordinance 671.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 671.pdf](#)
- [Ordinance 671.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Amendment to the Insurer Licensing Fee Ordinance 671

DATE: November 3, 2022

BUDGET INFORMATION:

ANNUAL- N/A

CAPITAL- N/A

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: October 20, 2022 First Reading and November 3, 2022 Second and Final Reading

PURPOSE: To update the City's insurer licensing fee ordinance to adjust the fee based on the City's increase in population.

HISTORY: The insurer licensing fee ordinance was last updated in 2011 with the fee increase taking effect January 1, 2012.

FACTS AND ISSUES: O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census, the population of Flowery Branch was revised to 10,144. Accordingly, under the authorizing statute, the City is authorized to increase its annual license fee to insurance companies from \$50 to \$75. For this fee increase to take effect by January 1, 2023, the City's ordinance must be adopted prior to the end of this year.

OPTIONS: (1) Approve as presented with the \$75 annual license fee (2) Keep the existing insurance licensing fee ordinance with the \$50 annual license.

RECOMMENDED SAMPLE MOTION: Motion to approve the second reading of Ordinance No. 671.

DEPARTMENT: Administration

Prepared by:

ATTACHMENTS: An Ordinance Amending Chapter 20 (Businesses), Article IV (Insurers) of the Code of the City of Flowery Branch, Georgia

ORDINANCE NO. 671

AN ORDINANCE AMENDING CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS), OF THE CODE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO IMPOSE LICENSE FEES AND GROSS PREMIUMS TAXES ON INSURERS; TO ESTABLISH A DUE DATE FOR LICENSE FEES; TO PROVIDE FOR ENFORCEMENT; TO DIRECT TRANSMITTAL OF THIS ORDINANCE TO THE GEORGIA INSURANCE COMMISSIONER; TO ESTABLISH AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized by the Georgia Constitution, Art. 9, § 4, ¶ I(c); O.C.G.A. §33-8-8; O.C.G.A. § 33-8-8.1; O.C.G.A. § 33-8-8.2 and Section 6.5 of its Charter to impose taxation of insurance companies based on gross direct premiums received from insurance policies within the incorporated areas of the City of Flowery Branch, Georgia.

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

I. AMENDMENT TO CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS).

Sections 20-114 through 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, Georgia, are deleted in their entirety and replaced with the following:

“ARTICLE IV. – INSURERS

Sec. 20-114. - License fees.

There is hereby levied for the year 2023 and for each year thereafter an annual license fee upon each insurer doing business within the city, in the amount of \$75.00. For each separate business location in excess of one not covered by section 20-115 of this article, there is hereby levied a license fee in the amount of \$75.00. For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 20-115. - License fees for insurers insuring certain risks at additional business locations.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a license agent of an insurer for insurance said insurer shall pay an additional license fee of twenty-six and 25/100 dollars (\$26.25) per location for the year 2023 and for each year thereafter.

Sec. 20-116. - Gross premiums tax imposed on life insurers.

There is hereby levied for the year 2023 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-117. - Gross premiums tax, all other insurers.

There is hereby levied for the year 2023 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurance transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the state in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-118. - Due date for license fees.

License fees imposed in sections 20-114 and 20-115 of this article shall be due and payable on the first day of 2023 and on the first date of each subsequent year.

Sec. 20-119. - Enforcement.

The fees and taxes levied by this article may be enforced by execution in the same manner as other taxes of the city. A violation of this article shall be grounds for refusing, or revoking a license, and the person responsible may be punished as for violations of other city ordinances.

Secs. 20-120—20-147. - Reserved.”

II. ADMINISTRATIVE PROVISIONS

The city clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within forty-five (45) days of its adoption.

III. EFFECTIVE DATE

This ordinance shall become effective January 1, 2023.

IV. SEVERABILITY

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the city council of the City of Flowery Branch, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this

ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not original part of the ordinance.

V. REPEALER

Section 20-114 through Section 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this 3rd day of November, 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

Approved as to form:

E. Ronald Bennett, Jr., City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Contract with Georgia Probation Management, Inc. for Probation Services.

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

The City of Flowery Branch Municipal Court changed to GA. Probation Management, Inc and signed a contract in October 2015 for probation services.

FACTS AND ISSUES:

The City of Flowery Branch Municipal Court signed a contract with GA. Probation Management Inc. in October 2015 for probation services. The current contract is set to expire on December 31st, 2022. Probation and pre-trial fees have been set at \$41.00 per month since 2015. In light of inflation, and the significant increase in wages, and the other increased costs of providing services, probation hopes to increase these fees to \$45.00 per month beginning in 2023.

OPTIONS:

1) Approve current revised contract, or 2) Keep current contract until December 2022 and look for other providers.

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

No

AMOUNT AND SOURCE OF FUNDS:

Services are paid for by probationers.

RECOMMENDATION:

Approve contract with Georgia Probation Management, Inc. for probation services.

SAMPLE MOTION:

I make a motion to approve the contract with Georgia Probation Management and authorize the Mayor to execute said document.

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [2022 Executive Summary Georgia Probation Management Contract.pdf](#)

- [Ga Probation Management Inc - Nov 3 2022.pdf](#)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Georgia Probation Contract

DATE: 11/03/2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: November 3rd, 2022

PURPOSE: To consider approving updated contract with GA. Probation Services

HISTORY: The City of Flowery Branch Municipal Court changed to GA. Probation Management, Inc and signed a contract in October 2015 for probation services.

FACTS AND ISSUES:

The City of Flowery Branch Municipal Court signed a contract with GA. Probation Management Inc. in October 2015 for probation services. The current contract is set to expire on December 31st, 2022. Probation and pre-trial fees have been set at \$41.00 per month since 2015. In light of inflation, and the significant increase in wages, and the other increased costs of providing services, probation hopes to increase these fees to \$45.00 per month beginning in 2023.

OPTIONS: 1) Approve current revised contract, or 2) Keep current contract until December 2022 and look for other providers.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the contract with Georgia Probation Management and authorize the Mayor to execute said document.

DEPARTMENT: Flowery Branch Police Department

Prepared by: Chief Christopher Hulsey

ATTACHMENTS: Contract with Georgia Probation Management, Inc.

**STATE OF GEORGIA
COUNTY OF HALL**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Flowery Branch, Georgia (hereinafter referred to as the "City") and Georgia Probation Management, Inc. (hereinafter referred to as "GPM"), upon the request and consent of the Chief Judge of the Flowery Branch Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with GPM with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, GPM is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by GPM of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate GPM as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

GPM shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between GPM and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in GPM's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. GPM shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that GPM is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. GPM shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. GPM shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist GPM in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for GPM to conduct pre-sentence or probationer investigations as may be requested. GPM may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. GPM shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. GPM shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. GPM staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. GPM shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. GPM shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. GPM will maintain records of community service participation and completion.
- W. GPM shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. GPM shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. GPM shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. GPM shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. GPM shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Flowery Branch Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates GPM as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31st, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by GPM, the City shall notify GPM in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, GPM shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by GPM in performing services pursuant to this Contract. If GPM fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare GPM in default and this Contract shall be declared terminated upon receipt by GPM of notice thereof. GPM agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by GPM, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Flowery Branch Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Hall County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event GPM defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to GPM, take possession of all records, including electronic records and other documents generated by GPM in connection with this Contract, and the City may use the same in the performance of the services described herein. GPM agrees to surrender peacefully said records and documents. The City shall provide GPM with a written receipt of those items over which the City assumes exclusive control. GPM agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by GPM of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to GPM's representative, to all GPM's books, records (including electronic records), correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

GPM shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by GPM, neither the Court nor the City shall be liable to GPM, or to anyone who may claim a right resulting from any relationship with GPM, for any negligent act or omission of GPM, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, GPM agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of GPM, including wrongful criminal acts of GPM, or GPM's employees, agents, or representatives. Further, the City is to be named as an additional named insured on GPM's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by GPM are professional services unique to GPM and are, therefore, not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City : The City of Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542
Attn: Tonya D. Parrish, City Manager

As to GPM: Georgia Probation Management, Inc.
327 S. Hill Street, Building A
Buford, Georgia 30518
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and GPM.

In witness whereof, the parties here to have executed this agreement on the day first above written.

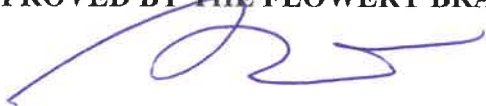
THE CITY OF FLOWERY BRANCH

GEORGIA PROBATION MANAGEMENT, INC.

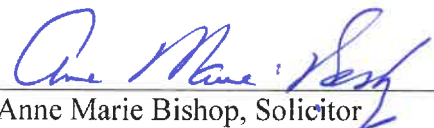
Ed Asbridge, Mayor

Keith Ward, CEO

APPROVED BY THE FLOWERY BRANCH MUNICIPAL COURT



Graham McKinnon, Chief Judge



Anne Marie Bishop, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Intensive Probation Supervision	\$50.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$45.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the GPM Probation Tracker 2.0 Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 & July 1, 2023 (January 2023 billing, billed on February 20, 2023)

COUNCIL MEETING DATE: November 3, 2022

HISTORY:

Nelsnick Enterprises, Inc. (Nelsnick) has been working with the City over the past couple of years analyzing our water sewer capital improvement plan (CIP) and water sewer rates in relation to the CIP plan. On November 2, 2017, Nelsnick presented the recommended water sewer rate increases over the next 5 years based on infrastructure improvements needed in our systems. The last rate change took effect with Resolution 21-018, signed November 4, 2021. In the spring of 2022 it became apparent we needed to reevaluate the rates due to the Wastewater Treatment Plant expansion project. There have been some updates to the rate increases over the next several years. The new plan information is attached. Future implementation of this plan will be presented to Council each year for implementation effective July 1st of each year. This initial rate increase will be effective 1/1/2023 and 7/1/2023.

FACTS AND ISSUES:

The current water sewer capital infrastructure needs are increasing as our City continues to grow. The City needs to update the water sewer infrastructure to remain compliant with EPD regulations and to meet the demands of our growing City. The need for these rate changes is an important contribution to this plan.

OPTIONS:

Approve the resolution to change water sewer rates or table for further discussion.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion adopt resolution 22-021 for implementation of Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Water Sewer Rate Changes effective 1-1-2023.pdf](#)
- [Resolution 22-021 for Water Sewer Rates eff 1-1-2023 & 7-1-2023.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 22-021 for Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

DATE: November 3, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

COUNCIL ACTION REQUESTED ON: November 03, 2022

PURPOSE:

To change water sewer rates and connection fee rates to meet the current needs for the City.

HISTORY:

Nelsnick Enterprises, Inc. (Nelsnick) has been working with the City over the past couple of years analyzing our water sewer capital improvement plan (CIP) and water sewer rates in relation to the CIP plan. On November 2, 2017, Nelsnick presented the recommended water sewer rate increases over the next 5 years based on infrastructure improvements needed in our systems. The last rate change took effect with Resolution 21-018, signed November 4, 2021. In the spring of 2022, it became apparent we needed to reevaluate the rates due to the Wastewater Treatment Plant expansion project. There have been some updates to the rate increases over the next several years. The new plan information is attached. Future implementation of this plan will be presented to Council each year for implementation effective July 1st of each year. This initial rate increase will be effective 1/1/2023 and 7/1/2023.

FACTS AND ISSUES:

The current water sewer capital infrastructure needs are increasing as our City continues to grow. The City needs to update the water sewer infrastructure to remain compliant with EPD regulations and to meet the demands of our growing City. The need for these rate changes is an important contribution to this plan.

OPTIONS:

Approve the resolution to change water sewer rates or table for further discussion.

RECOMMENDED SAMPLE MOTION:

I make a motion adopt resolution 22-021 for implementation of Water Sewer Rate Changes effective January 1, 2023 and July 1, 2023.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 22-021

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICE'S, THE CONNECTION FEES FOR WATER SERVICE AND THE CONNECTION/CAPACITY FEES FOR SEWER SERVICE

WHEREAS, the City of Flowery Branch is authorized by Art. IX, §II, ¶ III of the Constitution of the State of Georgia, O.C.G.A. § 36-35-3 and Art. VI, § 6.6 of the Charter of the City of Flowery Branch to assess and collect fees, charges and tolls for sewer, sanitary, health services or any other services within and without the corporate limits of the city for the total cost to the city of providing such services; and

WHEREAS, Ordinance No. 100-F authorizes the City Council of the City of Flowery Branch to set the rates for water and sewer services, connection fees for water service and connection/capacity fees for sewer service by resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Flowery Branch that the rates for water and sewer services, the connection/capacity fees for water service and the connection/capacity fees for sewer service shall be as follows:

Section 1 - Water and Sewer Services Rates

Section 1.1 Within the Corporate Limits – Customers whose service address is within the city limits of Flowery Branch will be charged the inside city rates, fees, and charges.

Section 1.2 Water System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Inside City Residential Water Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
1"	\$18.03	\$19.60	\$21.30	\$23.16	\$25.17	\$27.36	\$29.74
1 1/2"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
2"	\$57.68	\$62.70	\$68.15	\$74.08	\$80.53	\$87.53	\$95.15
3"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
4"	\$180.25	\$195.93	\$212.98	\$231.51	\$251.65	\$273.54	\$297.34
6"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
8"	\$576.80	\$626.98	\$681.53	\$740.82	\$805.27	\$875.33	\$951.49

Inside City Non-Residential Monthly Water Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$14.42	\$15.68	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79
1"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
1 1/2"	\$72.10	\$78.37	\$85.19	\$92.60	\$100.66	\$109.42	\$118.94
2"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
3"	\$230.72	\$250.79	\$272.61	\$296.33	\$322.11	\$350.13	\$380.59
4"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
6"	\$721.00	\$783.73	\$851.91	\$926.03	\$1,006.59	\$1,094.17	\$1,189.36
8"	\$1,153.60	\$1,253.96	\$1,363.06	\$1,481.64	\$1,610.55	\$1,750.66	\$1,902.97

Section 1.3 Multi-unit development monthly charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.4 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes. Tax-exempt properties shall be set at the customer class appropriate for their intended use. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Section 1.4.1 Single-Family Residential (SFR) Water Users – Customers that primary water use is for a single-family detached home.

SFR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

Section 1.4.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

Section 1.4.3 Multi-Family Residential Water Users (master-metered) – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Inside City Water Volume Charges (Master-metered)

Unit Charge per 1,000 Gallons								
Tier	Gallons*	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$5.77	\$6.27	\$6.82	\$7.41	\$8.06	\$8.76	\$9.52
Tier 2	2,501 - 4,500	\$7.21	\$7.72	\$8.39	\$9.12	\$9.91	\$10.77	\$11.71
Tier 3	Above 4,500	\$11.54	\$12.54	\$13.64	\$14.82	\$16.11	\$17.51	\$19.04

***Volume range per tier is multiplied by the number of units. Thus, a multifamily residence with 10 units would have a Tier 1 range of 0 to 25,000 gallons, Tier 2 range of 25,001 to 45,000 gallons and Tier 3 above 45,000 gallons per month.**

Section 1.4.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels, religious institutions and other uses not dedicated for long-term residential domicile.

NR Inside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0-4,500	\$5.10	\$5.54	\$6.03	\$6.55	\$7.12	\$7.74	\$8.41
Tier 2	4,501-60,000	\$6.38	\$6.94	\$7.54	\$8.19	\$8.91	\$9.68	\$10.52
Tier 3	60,001 and above	\$7.65	\$8.32	\$9.04	\$9.83	\$10.68	\$11.61	\$12.62

Section 1.5 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Inside City Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
1"	\$18.03	\$19.60	\$21.30	\$23.16	\$25.17	\$27.36	\$29.74
1 1/2"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
2"	\$57.68	\$62.70	\$68.15	\$74.08	\$80.53	\$87.53	\$95.15
3"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
4"	\$180.25	\$195.93	\$212.98	\$231.51	\$251.65	\$273.54	\$297.34
6"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
8"	\$576.80	\$626.98	\$681.53	\$740.82	\$805.27	\$875.33	\$951.49

Inside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$14.42	\$15.68	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79
1"	\$36.05	\$39.19	\$42.60	\$46.30	\$50.33	\$54.71	\$59.47
1 1/2"	\$72.10	\$78.37	\$85.19	\$92.60	\$100.66	\$109.42	\$118.94
2"	\$115.36	\$125.40	\$136.31	\$148.16	\$161.05	\$175.07	\$190.30
3"	\$230.72	\$250.79	\$272.61	\$296.33	\$322.11	\$350.13	\$380.59
4"	\$360.50	\$391.86	\$425.96	\$463.01	\$503.30	\$547.08	\$594.68
6"	\$721.00	\$783.73	\$851.91	\$926.03	\$1,006.59	\$1,094.17	\$1,189.36
8"	\$1,153.60	\$1,253.96	\$1,363.06	\$1,481.64	\$1,610.55	\$1,750.66	\$1,902.97

Section 1.6 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for

each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.7 Wastewater System Commodity Charges – Customers shall pay for all wastewater based on water metered using a uniform rate structure for all customers. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Wastewater Unit Charge							
Unit Charge per 1,000 Gallons							
Class	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Residential	\$9.20	\$10.00	\$10.87	\$11.82	\$12.84	\$13.96	\$15.18
Multi-Family	\$7.47	\$8.12	\$8.83	\$9.59	\$10.43	\$11.34	\$12.32
Non-Residential	\$6.29	\$6.84	\$7.43	\$8.08	\$8.78	\$9.55	\$10.38

Section 1.8 Outside the Corporate Limits – Customers whose service address is outside the city limits of Flowery Branch will be charged the outside city rates, fees, and charges. The outside city rates reflect the additional cost in serving outside customer including additional pumping cost, travel, and risks associated with serving outside jurisdictional customers.

Section 1.9 Water System Monthly Charges – Outside city customers shall pay a monthly base charge for maintenance and renewal of capacity of the water system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size and customer class. Tax-exempt properties shall be set at the customer class appropriate for their intended use. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Residential Water Monthly Charges							
Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
1"	\$22.54	\$24.50	\$26.63	\$28.95	\$31.47	\$34.21	\$37.18
1 1/2"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
2"	\$72.08	\$78.35	\$85.17	\$92.58	\$100.63	\$109.39	\$118.90
3"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
4"	\$225.25	\$244.85	\$266.15	\$289.30	\$314.47	\$341.83	\$371.57
6"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
8"	\$720.80	\$783.51	\$851.67	\$925.77	\$1,006.31	\$1,093.86	\$1,189.03

Outside City Non-Residential Water Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
3/4"	\$18.02	\$19.59	\$21.29	\$23.14	\$25.16	\$27.35	\$29.73
1"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
1 1/2"	\$90.10	\$97.94	\$106.46	\$115.72	\$125.79	\$136.73	\$148.63
2"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
3"	\$288.32	\$313.40	\$340.67	\$370.31	\$402.53	\$437.54	\$475.61
4"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
6"	\$901.00	\$979.39	\$1,064.59	\$1,157.21	\$1,257.89	\$1,367.33	\$1,486.28
8"	\$1,441.60	\$1,567.02	\$1,703.35	\$1,851.54	\$2,012.63	\$2,187.72	\$2,378.06

Section 1.10 Multi-unit Development Monthly Charges - Water customers in multi-unit developments shall pay the above base charge and account servicing fee for each meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.11 Water System Commodity Charges – Customers shall pay for all water metered using an increasing block rate structure (conservation-based rate structure) based on the following customer classes. Tax-exempt properties shall be set at the customer class appropriate for their intended use. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Section 1.11.1 Single- Family Residential (SFR) Water Users – Customers that primary water use is for a single-family detached home.

SFR Outside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

Section 1.11.2 Multi-Family Residential (MFR) Water Users – Customers that primary water use is for a single unit of a multi-unit residential complex and is read directly by Flowery Branch staff.

MFR Outside City Water Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

Section 1.11.3 Multi-Family Residential Water Users – Customers that primary water use is for a multi-unit residential complex served by a master meter. Flowery Branch shall bill the master meter only with the invoice allocated to the individual units by the property management per State law requirements. The Tier volume range will be the SFR Tier ranges multiplied by the number of units served by the master meter.

MFR Outside City Water Volume Charges (Master-metered)

Unit Charge per 1,000 Gallons								
Tier	Gallons*	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0 - 2,500	\$7.21	\$7.84	\$8.52	\$9.26	\$10.07	\$10.94	\$11.89
Tier 2	2,501 - 4,500	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
Tier 3	Above 4,500	\$14.42	\$15.67	\$17.04	\$18.52	\$20.13	\$21.88	\$23.79

***Volume range per tier is multiplied by the number of units. Thus, a multifamily residence with 10 units would have a Tier 1 range of 0 to 25,000 gallons, Tier 2 range of 25,001 to 45,000 gallons and Tier 3 above 45,000 gallons per month.**

Section 1.11.4 Non-Residential (NR) Water Users – All other uses not provided above and typically includes industrial, commercial, office, hotels and motels and other uses not dedicated for long-term residential domicile.

NR Outside City Volume Charges

Unit Charge per 1,000 Gallons								
Tier	Gallons	Current	FY23		FY24	FY25	FY26	FY27
			1/1/23	7/1/23				
Tier 1	0-4,500	\$6.38	\$6.38	\$7.54	\$8.19	\$8.91	\$9.68	\$10.52
Tier 2	4,501-60,000	\$7.98	\$8.67	\$9.43	\$10.25	\$11.14	\$12.11	\$13.16
Tier 3	60,001 and above	\$9.57	\$10.40	\$11.31	\$12.29	\$13.36	\$14.52	\$15.79

Section 1.12 Wastewater System Monthly Charges – Customers shall pay a monthly base charge for maintenance and renewal of capacity of the wastewater system. Additionally, an account servicing shall be charged for meter reading, billing, and customer service costs regardless of meter size. The following table provides the monthly charges based on meter size. *The account servicing fee is only charged once for customers with both water and wastewater services.* Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
3/4"	\$9.01	\$9.79	\$10.65	\$11.57	\$12.58	\$13.67	\$14.86
1"	\$22.53	\$24.50	\$26.63	\$28.95	\$31.47	\$34.21	\$37.18
1 1/2"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
2"	\$72.08	\$78.35	\$85.17	\$92.58	\$100.63	\$109.39	\$118.90
3"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
4"	\$225.25	\$244.85	\$266.15	\$289.30	\$314.47	\$341.83	\$371.57
6"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
8"	\$720.80	\$783.51	\$851.67	\$925.77	\$1,006.31	\$1,093.86	\$1,189.03

Outside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee							
Meter Size	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
All	\$2.00	\$2.17	\$2.36	\$2.57	\$2.79	\$3.04	\$3.30
Base Charge							
3/4"	\$18.02	\$19.59	\$21.29	\$23.14	\$25.16	\$27.35	\$29.73
1"	\$45.05	\$48.97	\$53.23	\$57.86	\$62.89	\$68.37	\$74.31
1 1/2"	\$90.10	\$97.94	\$106.46	\$115.72	\$125.79	\$136.73	\$148.63
2"	\$144.16	\$156.70	\$170.33	\$185.15	\$201.26	\$218.77	\$237.81
3"	\$288.32	\$313.40	\$340.67	\$370.31	\$402.53	\$437.54	\$475.61
4"	\$450.50	\$489.69	\$532.30	\$578.61	\$628.95	\$683.66	\$743.14
6"	\$901.00	\$979.39	\$1,064.59	\$1,157.21	\$1,257.89	\$1,367.33	\$1,486.28
8"	\$1,441.60	\$1,567.02	\$1,703.35	\$1,851.54	\$2,012.63	\$2,187.72	\$2,378.06

Section 1.13 Multi-unit development monthly charges - Wastewater customers in multi-unit developments shall pay the above base charge and account servicing fee for each water meter individually read and billed by Flowery Branch or if applicable the property management or owner of the multi-unit development shall pay the base charge and account servicing fee for each master meter read and billed by Flowery Branch. Property management or owner of multi-unit developments served by master meters are responsible for billing the individual units per State law requirements.

Section 1.14 Wastewater System Commodity Charges – Customers shall pay wastewater volume based on water metered using a uniform rate structure for all customers. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Outside City Wastewater System Commodity Charges							
Unit Charge per 1,000 Gallons							
Class	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Residential	\$11.50	\$12.50	\$13.59	\$14.77	\$16.06	\$17.45	\$18.97
Multi-Family	\$9.33	\$10.14	\$11.02	\$11.98	\$13.03	\$14.16	\$15.39
Non-Residential	\$7.86	\$8.54	\$9.29	\$10.10	\$10.97	\$11.93	\$12.97

Section 1.15 Irrigation Meters Unit Charges – Inside City Customers shall pay the Inside City SFR Tier 3 volume rate for all water metered through an irrigation meter. Outside City Customers shall pay the Outside City SFR Tier 3 volume rate for all water metered through an irrigation meter.

Section 2 Gainesville Water System Customers Wastewater Charges

Customers utilizing the Flower Branch sewer system but receiving water service from the City of Gainesville shall be billed directly by the City of Gainesville using the following schedule. The Base Charge is applied monthly. The unit charge for sewage is billed based on the water meter readings and are per 1000 gallons metered. The City of Gainesville bills its customers monthly. Fees are effective July 1st of each fiscal year shown unless otherwise noted below.

Gainesville Water System Customers on Flowery Branch Sewer							
Sewer Base and Unit Charges							
Inside City							
Item	Current	FY23		FY24	FY25	FY26	FY27
		1/1/23	7/1/23				
Base Charge	\$8.24	\$8.96	\$9.74	\$10.58	\$11.50	\$12.50	\$13.59
Unit Charge (All volume)	\$9.30	\$10.11	\$10.99	\$11.94	\$12.98	\$14.11	\$15.34
Outside City							
Base Charge	\$10.30	\$11.20	\$12.17	\$13.23	\$14.38	\$15.63	\$16.99
Unit Charge (All volume)	\$11.63	\$12.64	\$13.74	\$14.94	\$16.24	\$17.65	\$19.18

Section 3 Hardship Rates

SENIOR CITIZENS: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household is 65 years of age or older. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per

unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

DISABLED: Upon making written application on such forms as provided by the City Manager, customers billed directly by Flowery Branch may receive a discount of \$5.00 for water service and \$5.00 for wastewater service provided by Flowery Branch applied monthly to residential accounts in which the head of the household has been declared disabled by the US Social Security Administration or the US Department of Veterans Affairs. The applicant must also verify through their latest tax return that total household income is less than 125% of the City's Poverty Rate as determined by the US Census Bureau. The discount will be applied for up to two years for accounts that remain in good standing. Prior to expiration an account holder may apply for a two-year extension.

This discount may be provided to multi-family properties billed by Flowery Branch on a per unit basis provided each eligible owner/renter submits and maintains an application and that the discount is provided directly to eligible participants by the property management.

Section 4 One-Time Water Leak Adjustment

Upon repairing a leak, a customer may receive an adjustment to the water bill or bills (two consecutive months) that covered the time of the leak. The customer remains responsible for their regular bills reduced by the leak amount. The leak amount will be calculated by subtracting the average month usage of the last 3 months (or less if 3-month data unavailable) from the impacted bills (2 months maximum). It is important that the customer understands that the onetime leak adjustment is available for an account holder only one time. The customer must provide either a copy of the plumber bill or copies of receipts for the repair to be given the one-time water leak adjustment.

Only Single-Family Residential customers are eligible for the One Time Leak Adjustment Policy. It does not apply to Commercial accounts.

It is important to note that the one-time water leak adjustment limit **does not** apply to sewer billings for a leak that did **not go into the sewer**. If the water leaked prior to entering the sewer line, you can give the customer an adjustment for the sewer portion of the bill. You may adjust the bill back to the customer's normal sewer billing. A sewer credit can be issued once a year for a maximum of three consecutive months (this is to encourage the customer to make the necessary repairs). The type of customer (residential or commercial) is not relevant to determine if the customer is eligible for the sewer adjustment. All classes of customers are eligible for the sewer credit.

Section 5 Tampering and Disconnection Fees

Service that has been scheduled for disconnection or has been disconnected for non-payment of a utility bill or evidence of meter tampering will be restored only after the past month and current month bill is paid in full and a \$30.00 (disconnection fee) service charge paid. A lock will be placed on the meter until the account is paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Evidence of removing or damaging a lock that has been placed on a meter for non-payment of service will require the City of Flowery Branch to remove the meter from the service address. Service will be restored only after the past month and current month bill is paid in full, a

\$50.00 tampering fee is paid in full, a \$20.00 lock replacement fee is paid in full and a \$30.00 (disconnection fee) service charge paid in full. Additionally, if the meter is damaged due to tampering, the cost of installing a new meter will be charged (See meter set fee later in ordinance).

Section 6 Water Connection Fees.

The Water Connection Fee includes four components as follow:

- 1) Tap Fee - the cost of tapping into the water main and providing a service main and meter box,
- 2) Meter Set Fee - the meter installation cost including backflow protection and data transmitter,
- 3) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, elevated storage, water supply/treatment and pumping to provide peak day water capacity based on requested water capacity or by meter size, and
- 4) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

Section 6.1 Tapping and Meter Set Fees - The water connection installation fee recovers the cost of labor, materials, and equipment for providing a connection from the water main to the property boundary including the cost of the meter box/vault. **This differs from the SDC in the next section which recovers the fair share cost of the distribution and treatment facilities based on requested capacity.** The meter set fee recovers the cost of labor, materials, and equipment for providing the meter, backflow, and data transmitter. Tapping Fees and Meter Set Fees apply to all connections performed by Flowery Branch staff including the installation of master meters, direct service to individual units, and irrigation meters. Developers that install the tap and meter box to Flowery Branch specifications shall only pay the meter set fee. Developers that purchase meters/backflow and transmitter from Flowery Branch and install meter shall only pay the cost of materials.

Water Connection Installation Fee

Descriptions	Tap Fee	Meter Set Fee	Total
3/4" Short	\$693	\$580	\$1,273
1" Short	\$593	\$750	\$1,343
2" and larger	At Cost	At Cost	At Cost

Section 6.2 System Development Charge and Admin Fee - The System Development Charge for water service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Water SDC and Administration Fee. Attached multi-unit developments typically use less water than detached units. A 70% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾" meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾" meter will use **231.2** gallons for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 231.2 gallons of capacity from the water distribution and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$50** for multi-family attached developments for each unit, **\$50** for ¾" detached developments and multi-unit commercial developments and **\$100** for developments (detached or attached) requiring a meter 1" or larger. The SDC and admin fee is charged for each unit in the development.

Water Connection System Development Charge and Admin Fee

Meter Size (in inches)	Capacity Ratios	Water SDC	Admin	Total
¾" Meters used in Multiunit Attached Developments	0.7	\$773	\$50	\$796
¾" Detached Single Family and individual businesses	1	\$1,104	\$50	\$1,154
1"	2.5	\$2,760	\$100	\$2,860
1 1/2"	5	\$5,520	\$100	\$5,620
2"	8	\$8,832	\$100	\$8,932
3"	16	\$17,664	\$100	\$17,764
4"	25	\$27,600	\$100	\$27,700
6"	50	\$55,200	\$100	\$55,300
8"	80	\$88,320	\$100	\$88,420

Section 6.3 Irrigation Meters - A ¾" irrigation meter will use approximately 600 gallons per application assuming 30 minutes and 20 gallons per minute (¾" meter) or over twice the single-family home domestic meter, as such, an irrigation meter shall be charged an SDC two times the SDC rate of a non-irrigation meter of equivalent size. i.e. the SDC for a ¾" irrigation meter would be **2 X \$1,104 = \$2,208** plus any installation costs (labor, equipment and materials). No administrative fee would be applied to an irrigation meter for existing or new non-irrigation customer connections. To encourage water conservation, residential units are prohibited to have an irrigation meter with all water metered being charged the appropriate water Tiered rate plus if applicable sewer unit charges.

Water Irrigation Meter System Development Charge

Irrigation Meter Size (in inches)	Capacity Ratio	Water SDC	Total
¾"	2	\$1,104 x 2	\$2,208
1"	5	\$2,760 x 2	\$5,520
1 1/2"	10	\$5,520 x 2	\$11,040
2"	16	\$8,832 x 2	\$17,664
3"	32	\$17,664 x 2	\$35,328
4"	50	\$27,600 x 2	\$55,200
6"	100	\$55,200 x 2	\$110,400
8"	160	\$88,320 x 2	\$176,640

Section 6.4 Multi-unit Development served by a master-meter - Multi-unit developments that install sub-metering¹ to individual units shall provide connection to the Flowery Branch water system and meter boxes per Flowery Branch specification for each master meter required to serve the development. Developer shall only pay the meter set fees for the master meters, and SDC and admin fees for each sub-metered unit. The meter set fee will be based on meter size of the master meters installed by Flowery Branch and include labor, materials and equipment associated with the meter, backflow protection and data transmitter as applicable (see Section 6.1). The SDC and Admin fee will be based on the sub-meter size based on the following table.

Water System Development Charge and Admin Fee (Master-metered)

Sub-meter Size	Meter Equivalency Ratios	SDC	Admin	Total
3/4" or smaller Attached Units	0.7	\$773	\$50	\$823 x # of units
3/4" Single Family/Business Detached	1	\$1,104	\$50	\$1,154 x # of units
1"	2.5	\$2,760	\$100	\$2,860 x # of units
1 1/2"	5	\$5,520	\$100	\$5,620 x # of units
2"	8	\$8,832	\$100	\$8,932 x # of units
3"	16	\$17,664	\$100	\$17,764 x # of units
4"	25	\$27,600	\$100	\$27,700 x # of units
6"	50	\$55,200	\$100	\$55,300 x # of units
8"	80	\$88,320	\$100	\$88,420 x # of units

Section 6.5 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate schedules. In the event that the developer requires a different capacity other than provided in the SDC tables, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff or consultant for reasonableness. The cost for capacity (SDC) is **\$4.78** per peak day gallon plus the appropriate admin fees by meter size for each unit. **The service main and/or meter size capacity to the Flowery Branch water system shall not exceed the requested capacity.**

Section 6.6 Connections for Fire Suppression – Any building requiring fire suppression/sprinklers shall pay for the capacity (SDC) based on the pipe diameter size using the meter capacity ratios in section 6.2 and multiplying by the 1" water system development charge. Currently, a 3" diameter fire main would currently be $\$1,104 * 16 = \$17,664$. There is no fee for public access fire hydrants within a development that is dedicated to the City of Flowery Branch.

¹ Georgia state law now requires all new multi-unit developments to individually meter each unit within the development. Water charges based on the master meter are to be fairly allocated to the individual units based on usage. Flowery Branch shall only be responsible for billing at the master meter level.

Section 6.7 Example Situation

Section 6.7.1 Single Family ¾" water meter installed by Flowery Branch staff

The owner/developer will pay \$1,273 for the Tap and Meter Set fees and \$1,154 for the SDC and admin fee or a total of \$2,427.

Section 6.7.2 Single Family detached Subdivision with ¾" water meter installed by Flowery Branch staff and developer providing water tap and meter box for 25 homes. Also, a 1" irrigation meter is requested to be installed by Flowery Branch for a common area to be the responsibility of a homeowners association.

The owner/developer will pay \$580 in Meter Set fees and \$1,154 in SDC and admin fees for each home or 25 x 1,734 a total of \$43,350. The irrigation meter would be \$2,208 plus any installation costs performed by Flowery Branch. Please note; irrigation meters are prohibited to single family dwellings to promote water conservation but are available for non-residential entities that would be responsible for billing.

Section 6.7.3 Multiunit development served by two 2" master meters for two 5-unit condo buildings with each unit sub-metered. Also, an addition 1" meter is installed by the developer for a clubhouse to be the responsibility of a homeowner's association.

The owner/developer will pay Meter Set fees for each master meter at cost. The owner/developer will also pay \$823 in SDC and admin fees for each unit or 10 x \$823 for a total of \$8,230. The 1" clubhouse meter installed by the developer purchased at-cost from Flowery Branch will add \$2,860 to the total fee.

Section 7 Sewer Connection/Capacity Fees

The Wastewater Connection Fee includes two components as follows:

- 1) System Development Charge (SDC) – the fair share cost of infrastructure including system pipe size, lift stations and treatment to provide peak day sewer capacity based on requested flow capacity or water meter size, and
- 2) Administrative fee – to recover cost for customer service and tracking information related to the service connection.

The cost of installation of the sewer connection is the responsibility of the developer/owner.

Section 7.1 System Development Charge and Admin Fee - The System Development Charge for wastewater service recovers the fair share value of system capacity being requested. The total gallons needed shall be based on typical peak day capacity needed to serve the development. The following schedule can be used for the Wastewater SDC and Administration Fee. Attached multiunit developments typically use less water than detached units. A 90% factor is applied to the SDC to account for this reduced water use and vacancy rates. This is already included in the chart below under the capacity ratios column. The capacity ratio is a factor applied to a typical ¾” meter based on the American Water Works Association (AWWA) flow capacity. Based on the latest connection fee study, a single-family home using a ¾” meter will return **180.3** gallons of wastewater to Flowery Branch for a typical peak day. Therefore, an equivalent dwelling unit (EDU) is considered to require 180.3 gallons of capacity from the wastewater collection and treatment plant.

An administrative fee to recover the cost of application/plan review, customer service, data collection/tracking and SDC calculation is added per dwelling unit or business unit. The admin fee is **\$50** for multi-family attached developments for each unit, **\$50** for ¾” detached developments and multi-unit non-residential developments and **\$100** for developments (detached or attached) requiring a meter 1” or larger. The SDC and admin fee is charged for each unit in the development

Wastewater Connection System Development Charge and Admin Fee

Water Meter Size* (in inches)	Meter Equivalency Ratios	Wastewater SDC	Admin	Total
¾” Meters used in Multiunit Attached Developments	0.7	\$3,186	\$50	\$3,236
¾” Detached Single Family and individual businesses	1	\$4,551	\$50	\$4,601
1”	2.5	\$11,378	\$100	\$11,578
1 1/2”	5	\$22,755	\$100	\$22,855
2”	8	\$36,408	\$100	\$36,508
3”	16	\$72,816	\$100	\$72,916
4”	25	\$113,775	\$100	\$113,875
6”	50	\$227,550	\$100	\$227,650
8”	80	\$364,080	\$100	\$364,180

*Irrigation meters should be excluded from capacity requests and system development charges.

Section 7.2 Mixed Use/Special Developments - Each use in a development that has a mixture of attached and detached units and/or residential and non-residential uses and/or use of master-metering shall identify the number of units by type and apply the appropriate SDC schedule. In the event that the developer requires a different capacity other than provided in the SDC schedules, the typical peak day gallons shall be provided by a Professional Engineer or Architect registered in Georgia. This capacity needs calculation and methodology shall be approved by Flowery Branch engineering staff and/or consultant for reasonableness. The cost for wastewater capacity (SDC) is **\$25.24** per peak day gallon plus the appropriate admin fees by meter size for each unit.

Section 8. Oakwood Sewer. Gainesville water customers with City of Oakwood sewer service with treatment provided by Flowery Branch shall be billed for wastewater at 100% of water metered. The billed volume is provided by the Gainesville Department of Water Resources at \$1.00 per month per account. The billed amount is collected by Flowery Branch and a share is provided to the City of Oakwood for sewer service. Customers seeking Oakwood sewer service will pay any connection related fees directly to the City of Oakwood. Customers should contact the City of Oakwood for latest rates, fees and charges related to this sewer service.

Section 9. Moratoriums. If new development is estimated to exceed the capacity of water supply or distribution system capacity or wastewater collection or treatment, the City of Flowery Branch may place a temporary moratorium on new development until such capacity is added. Such moratorium may be system-wide or to specific geographic locations of the service area depending on the situation. A separate ordinance will be voted on by City Council at the recommendation of the City Manager as to the time and scope of the moratorium.

Section 10. Landlord Agreement. Landlords may request continuous water service for newly unoccupied rental units by using the latest landlord agreement form provided by the Water/Wastewater Department. A turn-on fee of **\$30** will be charged each time when the account is re-established in the Landlord's name at the time that a tenant requests service disconnection OR tenant account is closed for non-payment and service is transferred to the landlord. The landlord will be responsible for all billed water volume and monthly fees of the unoccupied rental unit during this time. A **\$60** administration fee and refundable deposit of **\$120** per rental unit shall be required for the duration of the landlord agreement. The maximum deposit shall not exceed **\$1,080**.

Each time a new tenant applies for service for any of the service addresses listed on the landlord agreement form said account will be final billed. However, should the landlord for any reason, request that the water service be disconnected once the agreement is established and no tenant has applied for water/sewer service, the appropriate charges will be billed, and this agreement will be null and void.

Landlord's requesting to participate in this agreement must have a good payment history. The Landlord's deposit will remain on the account until the Landlord requests the account be taken off of Landlord status and the account is closed. If any accounts on this agreement fall into delinquent status, this agreement will be considered null and void.

Section 12. Miscellaneous Fees. The following are additional fees for specific services provided by Flowery Branch.

- **\$120 for Water and Sewer Deposit Fee** – This is charged for new application for water and sewer service. The deposit will be used for the final bill and any

- potential balance refunded to a customer.
- \$65 for Sewer Only Deposit Fee – This is charged for new application for sewer only service. The deposit will be used for the final bill and any potential balance refunded to a customer.
- \$60 admin fee for new service applications – The administrative cost of establishing an account and turning on the water meter.
- \$60 cut off fee – The administrative cost of closing an account and turning off the water meter. This applies to all accounts past due.
- \$180 Snowbird Fee – This fee is charged for customers vacating a property for an extended period of time that desire a final bill but intend to restart service in the future. Fee covers final meter read, locking meter, final bill submission and unlocking meter upon customers return/request.
- \$30.00 Return Check Fee – A fee will be charged on checks or bank drafts returned for any reason, and water service may be subject to disconnect.
- \$30 turn-on fee – This fee is charged to turn the water service on for existing connections.
- \$15 FOG Fee – The fee to cover cost related to the Fats, Oils and Grease program. This fee is applied to each trap to reimburse Flowery Branch for monitoring and administrative costs.
- Sewer Inspection Fee – TBD
- Water Inspection Fee – TBD

Section 13. Debt Collections. Accounts that are not fully paid after 90 days shall be turned over to a collection agency for processing. An additional service fee of may be applied to cover the cost of collection agency.

Section 13. Repeal of Conflicting Resolutions. Any part of any prior resolutions in conflict with the terms of this Resolution, are hereby repealed to the extent of the conflict; but it is hereby provided, that any resolution, ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Resolution on behalf of the City of Flowery Branch.

Section 14. Severability. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Resolution shall be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstance shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of the Resolution to other circumstances no so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt all parts hereof as may not be held invalid for any reason.

Section 15. Brochure and Other Guides Conflicts. The City of Flowery Branch provides brochures and guides to assist customers on the rates, fees and charges of the Flowery Branch water and wastewater systems. If any information from these documents conflict with the latest Council approved ordinance, the ordinance shall prevail.

Section 15. Effective Date. This Resolution shall become effective the date of January 1, 2023. once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 3rd day of November 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney