



**City of Lilburn
City Council Meeting Agenda**

**February 13, 2017 at 7:30 p.m.
Lilburn City Hall, 340 Main St., Lilburn, GA 30047**

*Council Members:
Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4*

- I. Call To Order**
- II. Roll Call**
- III. Pledge To The Flag**
- IV. Approval Of Agenda**
- V. Announcements**
- VI. Ceremonial Matter**

- 1. Reading Of Arbor Day 2017 Proclamation

In honor of Arbor Day, the City of Lilburn is hosting a Tree Planting and Maintenance Lunch & Learn on Saturday, March 4. For more information click on the link below:

[LINK TO LUNCH AND LEARN](#)

Documents:

[ARBOR DAY 2017 PROCLAMATION.PDF](#)

- 2. Presentation Of Banner From Gwinnett Relay Rally

At the Kick-off to Gwinnett Relay Rally the Dynamite Lilburnites were honored as one of the top ten Relay groups who raised the most money, They would like to present the banner to the City of Lilburn and announce that they will be hosting the Lilburn Relay Rally on April 21st.

Presenter: Lilburn Women's Club

- VII. Public Comment**

VIII. Approval Of Minutes

1. Consideration Of The City Council Regular Meeting Minutes From January 9, 2017

Mayor's Signature Yes
Required:

Documents:

[CC MEETING DRAFT MINUTES FOR 1-9-17.PDF](#)

IX. Public Hearing

X. Agenda

1. Amendment To Intergovernmental Contract - City Of Lilburn And Lilburn Downtown Development Authority

Clarification was needed to amend the intergovernmental contract between the two entities stating that " the City of Lilburn does not make payments under the contract unless the DDA does not have sufficient funds to make timely payments".

Staff recommends approval of the following Resolution #2017-03.

Department: City Hall
Presenter: City Manager
Staff
Recommendations: "Motion to approve Resolution number 2017-03 amending the intergovernmental contract between the City of Lilburn and the Lilburn Downtown development Authority. Further, authorize Mayor to execute said Resolution on behalf of the city of Lilburn".
Department Head BJ
Approval:
Mayor's Signature Yes
Required:
City Manager's Initials: BJ

Documents:

[SECOND AMENDMENT TO CONTRACT LILBURN 2017.PDF](#)
[CITY RESOLUTION 2017-03 LILBURN 2017 - SECOND AMENDMENT TO CONTRACT.PDF](#)

2. Google Fiber Request And Franchise Agreement

The City has received notification of Google Fiber as an approved franchisee of the State of Georgia. Future projects may impact the City of Lilburn and use of the City rights-of-way.

Attached you will find Resolution number 2017-04 establishing a franchise fee agreement in the amount of 5% that will be forwarded to Google fiber upon approval.

Department: City Hall
Presenter: City Manager

Staff Recommendations: "Motion to approve Resolution number 2017-04 to establish a franchise fee applicable to holders of cable and video franchises issued by the State of Georgia. Further, authorize Mayor to execute Resolution on behalf of the city of Lilburn".

Department Head Approval: BJ

Mayor's Signature Required: Yes

City Manager's Initials: BJ

Documents:

[RESOLUTION - FRANCHISE FEE.PDF](#)
[GOOGLE FIBER - KING AND SPALDING.PDF](#)

3. Branded Barrel Alcohol License

The City alcohol license is subject to the State license so that the Branded Barrel can start selling at their package store. The owners were working diligently to obtain a Certificate of Occupancy and State approval, however, they have been subject to a Temporary Restraining Order due to certain deed restrictions and as a result not been able to continue work. In order to avoid automatic forfeiture and in accordance with Section 6-68 (c), they have requested an extension due to the extraordinary circumstances of the TRO.

Below are the provisions of the ABO regarding nonuse:

Section 6-68. Forfeiture for nonuse.

(a) All holders of licenses hereunder must, within three months after the issuance of the license, open for business the establishment referred to in the license. **Failure to open the licensed establishment within three months after the issuance of the license shall serve as the automatic forfeiture and cancellation of the license**, and no refund of license fee shall be made to the license holder.

(b) Any holder of a license hereunder who shall begin the operation of the business authorized in the license, but who shall for a period of three months thereafter cease to operate the business as authorized in the license, shall, upon expiration of such three-month period, automatically forfeit the license; and the license shall, by virtue of such failure to operate, be canceled without the necessity of any further action of the mayor and council, and no refund of license fee shall be made to the license holder.

(c) Extensions of the time period may be granted by the mayor and council under extraordinary circumstances.

Department: Planning & Economic Development

Presenter: Doug Stacks

Staff Recommendations: Staff recommends approval of the extension through June 30, 2017.

Documents:

[RE_ALCOHOL LICENSE NONUSE.PDF](#)

XI. Adjournment

As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. Doug Stacks, 340 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 13.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to Doug Stacks, 340 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.



ARBOR DAY 2017

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I Johnny D. Crist, Mayor of the City of Lilburn, do hereby proclaim February 17th as Arbor Day in the City of Lilburn, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

DATED this 13th day of February in the year 2017,

Johnny D. Crist
Mayor



Small town. Big difference.

City of Lilburn

City Hall
340 Main Street
Lilburn, GA 30047

City Council Meeting

Meeting Minutes – Draft

Council Chambers – 2nd Floor
Monday, January 9, 2017
7:30 p.m.

Council

Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4

A work session was held prior to the regular scheduled meeting, at 6:30 p.m., to allow the elected officials to discuss this evening's agenda items. No other items were discussed and no actions were taken.

I. CALL TO ORDER – Mayor Crist called the meeting to order at **7:30 p.m.**

II. ROLL CALL

PRESENT: Mayor Johnny Crist, Council members Price, Dunn, Batterton, and Burchik, City Manager Johnsa, Department Heads, City Attorney, City Clerk.

III. PLEDGE TO THE FLAG – Led by Mayor Crist

IV. APPROVAL OF AGENDA

- Consideration of the City Council Agenda for January 9, 2017, meeting – **Motion to approve as presented, with no additions, was made by Council member Price, seconded by Council member Burchik. Motion passed with 4-0 Vote.**

V. ANNOUNCEMENTS

- Mayor's Town Hall Meeting – February 6th, 7:00 p.m. – 8:00 p.m. – At Lilburn City Hall

VI. CEREMONIAL MATTER – NONE

VII. PUBLIC COMMENT – NONE

VIII. APPROVAL OF MINUTES

- A motion to approve City Council Regular meeting minutes from December 12, 2016, **was made by Council member Dunn, Seconded by Council member Batterton. Motion passed with 4-0 Vote.**

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IX. PUBLIC HEARING – NONE

XI. AGENDA

1. ACCEPTANCE OF DONATION MADE TO LILBURN POLICE DEPARTMENT – CHIEF OF POLICE

The Lilburn Citizens Police Academy Partnership will make a donation in the amount of \$1,100.00 to the Lilburn Police Department for appreciation of service and community partnership to be spent on behalf of the Police Department for the K-9 Unit's protective vest.

The VCA Animal Hospital will make a donation in an amount of \$1,329.20 to the Lilburn Police Department for appreciation of service and community partnership to be spent on behalf of the Police Department for the K-9 Unit's needs.

Podber Limited Partnership DBA Lilburn Square Shopping Center presented a donation of \$300.00 to Lilburn Police Department for appreciation of service and community partnership to be spent on behalf of the Police Department for the K-9 Unit's needs.

A motion to approve to accept the donation and increase budget expenditure and revenue by \$1,100.00, \$300.00, and \$1,329.20, was made by Council member Batterton, Seconded by Council member Dunn. Motion passed 4-0 Vote.

2. CITY OF LILBURN 2017 MAYOR AND COUNCIL APPOINTMENTS – CITY CLERK/CITY MANAGER

Each calendar year it is necessary for the Mayor and City Council to appoint the Mayor Pro-Tem, City Attorney, Legal Organ, Building Official, City Planner, Council Responsibilities, Municipal Judges and Solicitor(s), and members to all Commissions and Boards.

2017 Appointments were read into the record by Mayor Crist:

Mayor Recommendations:

- a. Mayor Pro Tem – **Tim Dunn**
- b. Parliamentary Procedures – **Robert's Rules of Order**
- c. City Attorney & Parliamentarian – **Richard A. Carothers**
- d. Legal Organ – **Gwinnett Daily Post**
- e. Building Official – **Doug Stacks**
- f. City Planner – **Joellen Wilson**
- g. City Clerk – **Melissa L. Penate**

Council Responsibilities:

All council members will share equally in all areas of responsibility

Municipal Court

- a. Municipal Judge – **Charles Barrett**
- b. Associate Judge(s) – **Carla Brown and Claude Mason**
- c. Pro Hac (Standby) Judge(s) – **Kenneth Wickham and Jennifer Mann**
- d. Solicitor – **Russell Bryant**
- e. Assistant Solicitor – **Steve Chen and Robert Giannini**

Employee Representative to the Merit Board – **Carmen Stewart**

Board and Commission Appointments for 2017 were read into the record by each member:

Mayor Johnny Crist -

Merit Board – June Moloney, Executive Secretary
Alcohol Review Board – Kathy J. Rall
Planning Commission – Aaron J. Passman
Zoning Board of Appeals – Yoon-Mi Hampton
Board of Adjustments – Phil Mobley

Council Member Brian Burchik -

Merit Board – Mark Raymond
Alcohol Review Board – Demetrius Galfas
Planning Commission – Emil Powella
Zoning Board of Appeals – Jon Stallsmith
Board of Adjustments – Kent Suter

Council Member Scott Batterton -

Merit Board – Jack Bolton
Alcohol Review Board – John Lazenby
Planning Commission – Joe Gennusa
Zoning Board of Appeals – Philip Holland
Board of Adjustments – John Calhoun

Council Member Eddie Price -

- Merit Board – Joette Segars
- Alcohol Review Board – Jimi Taylor
- Planning Commission – Hugh Wilkerson
- Zoning Board of Appeals – Tony Williams
- Board of Adjustments – Mike Hart

Council Member Tim Dunn -

- Merit Board – James R. Morton
- Alcohol Review Board – Margot Ashley
- Planning Commission – Michelle West
- Zoning Board of Appeals – Carl Biemiller
- Board of Adjustments – Michael Taylor

Board & Commission appointees in attendance were sworn in by City Attorney, Counsel Angela Couch.

No motion to approve the various appointments. A motion will be made at the following Council meeting being held on February 13th, 2017.

3. 2017 GENERAL ELECTION SCHEDULE – CITY CLERK

As this year is an election year for two of our council seats, we are required by state law to advertise these post positions, the qualifying fees and election schedule by February 1.

- Post 3 – Eddie Price
- Post 4 – Tim Dunn

**The public notice ran in the legal organ, Gwinnett Daily Post, on January 6, 2017.

A motion to approve Resolution #2017-01 providing for the 2017 City of Lilburn General Election Schedule and Qualifying Fees was made by Council member Burchik, Seconded by Council member Batterton. Motion passed 4-0 Vote.

4. ALCOHOL ORDINANCE NO. 2017-509 - REVISION TO SEC. 6-64. DISTANCE REQUIREMENTS FOR ALCOHOL SALES – FINANCE DIRECTOR

The Alcohol Review Board met on December 15th and reviewed the proposed ordinance revision presented by Angela Couch. 735 Pleasant Hill Road is a new location that has never held an alcohol license and must be approved by council. Proposed distance requirements are in accordance to State of Georgia requirements.

A motion to table Ordinance 2017-509 revising Sec. 6.64 Distance requirements for Alcohol Sales in the Alcohol Ordinance was made by Council member Price, Seconded by Council member Burchik. Motion passed 4-0 Vote.

5. COMMUNITY DEVELOPMENT BLOCK GRANT – RESOLUTION NO. 2017-02 – CITY MANAGER

The City of Lilburn is a sub-recipient of a Gwinnett County Community Development Block Grant in the amount of \$260,565.00. Funds are to be utilized for sidewalk construction along Hillcrest and Indian Trail Road(s). Staff requests action on the items as described below as a formal motion:

A motion to approve Resolution #2017-02 accepting FFY 2016 CDBG Program award of \$260,565.00 from the Gwinnett County Board of Commissioners, to the City of Lilburn and further authorizing the Mayor and City Manager as a subrecipient to execute the CDBG Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to the City of Lilburn, was made by Council member Dunn, Seconded by Council member Batterton. Motion passed 4-0 Vote.

6. PROPERTY MAINTENANCE ORDINANCE AMENDMENT – ORDINANCE 2017-210 – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

In an effort to protect the integrity of parts of Old Town, an amendment has been proposed prohibiting the parking of recreational vehicles (such as boats, personal water craft (PWC), boat/PWC trailers, travel trailers, recreational vehicles, pick-up campers or coaches, motorized dwellings, motor coaches, tent trailers and other similar vehicles) and trailers of any type (whether for commercial or personal use) on any property on Main Street.

A windshield survey indicates that no violation currently exists.

Council member Dunn stated that there are no properties in violation at this time.

A motion to approve Ordinance 2017-510 adopting the revision to the Property Maintenance Ordinance as proposed with the following wording was made by Council member Price, Seconded by Council member Dunn:

“On properties fronting Main Street, the parking of recreational vehicles (such as boats, personal water craft (PWC), boat/PWC trailers, travel trailers, recreational vehicles, pick-up campers or coaches, motorized dwellings, motor coaches, tent trailers, and other similar vehicles) and trailers of any type (whether for commercial or personal use) shall be prohibited unless located within a fully enclosed structure or is otherwise not visible from the street.”

Motion passed 4-0 Vote.

XII. ADJOURNMENT

There being no further business, Council member Price made a motion to adjourn at 7:54 p.m., seconded by Council member Batterton. Motion passed with 4-0 vote.

Approved this _____ day of _____, 2016.

Johnny D. Crist, Mayor

ATTEST:

Melissa L. Penate, City Clerk

SECOND AMENDMENT TO INTERGOVERNMENTAL CONTRACT

between

LILBURN DOWNTOWN DEVELOPMENT AUTHORITY

and

CITY OF LILBURN, GEORGIA

Effective as of December 1, 2016

SECOND AMENDMENT TO INTERGOVERNMENTAL CONTRACT

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL CONTRACT is entered into as of February __, 2017 but effective as of December 1, 2016 (this “Amendment”), between the LILBURN DOWNTOWN DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the State of Georgia and the CITY OF LILBURN, GEORGIA (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the Issuer and the City executed an Intergovernmental Contract, dated as of February 1, 2015, as amended by a First Amendment to Intergovernmental Contract, dated as of May 1, 2016 (the “Original Contract”), between the Authority and the City to secure the Line of Credit Note and the New Note (as defined in the Original Contract) issued in favor of State Bank and Trust Company (the “Bank”); and

WHEREAS, the City and the Issuer desire that the Original Contract be amended to reflect that the amounts due under the Notes shall be paid first from moneys of the Issuer, and to the extent such moneys are insufficient to pay amounts due under the Line of Credit and the New Note, then such amounts will be paid by the City; and in order to effect such change the City and the Issuer desire to enter into this Amendment (the Amendment and the Original Contract are referred to herein as the “Contract”); and

WHEREAS, the Bank consents to such Amendment;

NOW THEREFORE, in consideration of the respective representations, agreements and contracts hereinafter contained, the Authority and the City agree as follows:

1. Section 3(a) of the Original Contract is hereby deleted in its entirety and the following is substituted in lieu thereof (the amendment is highlighted in bold):

(a) **To the extent that the Issuer does not timely make payments as required under the Note and any amounts due under the Resolution**, the City shall pay (i) to the owner of the Note on behalf of the Issuer moneys sufficient to provide for the payment of the principal of, prepayment premium (if any) and the interest on the Note as the same become due and payable, whether at maturity, prepayment, or due to acceleration and (ii) all other amounts owing under the Resolution; provided, however, nothing herein shall require the City to exceed its three mill taxing power, as prescribed by the Tax Act (or such higher rate as may hereinafter be authorized by law).

2. All other terms and provisions of the Original Contract not herein specifically modified and amended shall remain in full force and effect as originally set forth

therein, and Issuer and the City hereby ratify and confirm all such terms and provisions as if such terms and provisions were restated herein in their entirety.

3. This Amendment contains the complete understanding of the parties with respect to the subject matter hereof, supersedes all prior negotiations and proposals with respect thereto, and may not be amended except in writing executed by the party to be bound hereunder. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without giving effect to Georgia principles of conflicts of law).

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, legal representatives, and permitted assigns, whether voluntary by act of the parties, or involuntary by operation of law, as the case may be.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer and the City have caused this Amendment to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**LILBURN DOWNTOWN DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF LILBURN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

A RESOLUTION OF THE CITY OF LILBURN, GEORGIA APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A SECOND AMENDMENT TO INTERGOVERNMENTAL CONTRACT WITH THE LILBURN DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, pursuant to resolutions previously adopted by the City Council of the City of Lilburn, Georgia, the City of Lilburn, Georgia (the “City”) has previously approved the execution and delivery and did execute and deliver that certain Intergovernmental Contract, dated as of February 1, 2015, as amended by the First Amendment to Intergovernmental Contract, dated as of May 1, 2015 (collectively, the “Original Contract”), between the City and the Lilburn Downtown Development Authority (the “Issuer”); and

WHEREAS, the City desires that the Original Contract be amended to clarify that it is the primary obligation of the Issuer to pay amounts due on the Notes (as defined by the Original Contract) and that the City is obligated under the Original Contract to make Contract Payments (as defined in the Original Contract) only in the event the Issuer does not make payments on the Notes as they become due; and

WHEREAS, in order to effect such amendment the City desires to enter into that certain Second Amendment to Intergovernmental Contract, effective as of December 1, 2016 (the “Second Amendment to Contract” and together with the Original Contract, the “Contract”), and a form of the Second Amendment to Contract is attached hereto as Exhibit A; and

WHEREAS, the Issuer approved, subject to the City’s approval, the Second Amendment to Contract, pursuant to a resolution adopted on February __, 2017 (the “Resolution”); and

WHEREAS, State Bank and Trust Company, the assignee of the rights of the Issuer to receive Contract Payments, has consented to the Second Amendment to Contract;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lilburn, Georgia (the “City Council”), as follows:

Section 1. Authorization of Second Amendment to Contract. The execution, delivery and performance of the Second Amendment to Contract are hereby authorized and approved. The Mayor and the Clerk of the City Council are hereby authorized to execute and deliver the Second Amendment to Contract on behalf of the City, which Second Amendment to Contract shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Second Amendment to Contract by the Mayor and the Clerk as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Approval of Resolution. The City acknowledges receipt of a copy of the Resolution, and hereby approves the terms and provisions thereof.

Section 3. No Personal Liability. No stipulation, obligation or agreement contained in the documents authorized by this resolution (the “Documents”) shall be deemed to be a stipulation, obligation or agreement of any member, officer, agent or employee of the City in his or her individual capacity, and no such member, officer, agent, or employee shall be personally liable or be subject to personal liability or accountability by reason of the execution thereof.

Section 4. General Authority; Specific Authority of Mayor Pro Tem. The, officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things, including but not limited to making covenants on behalf of the City, and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this resolution and the Documents. The Mayor Pro Tem, in the Mayor’s stead, is further hereby authorized, empowered and directed to execute the Documents and any other documents, closing certificates and papers necessary to carry out the transactions contemplated by this resolution and the Documents.

Section 5. Actions Approved and Ratified. All acts and doings of the members of the City Council, officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution are hereby approved and ratified.

Section 6. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this resolution or the Documents shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or the Documents.

Section 7. Repealing Clause. All ordinances, resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This resolution shall be effective immediately upon its adoption.

Adopted this ____ day of February, 2017.

CITY OF LILBURN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

**EXHIBIT A
FORM OF SECOND AMENDMENT TO CONTRACT**

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Lilburn, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to a Second Amendment to Intergovernmental Contract (the "Amendment"), to be executed by the City and the Lilburn Downtown Development Authority (the "Issuer"), which resolution was adopted by the City in a meeting duly called and assembled on the ___ day of January, 2017 which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Amendment have been recorded in the minute book of the City which is in my custody and control.

Witness my hand and seal of the City, this ____ day of January, 2017.

Clerk

(SEAL)

RESOLUTION

A RESOLUTION OF THE CITY OF LILBURN THROUGH THE COUNCIL TO ESTABLISH A FRANCHISE FEE APPLICABLE TO HOLDERS OF CABLE AND VIDEO FRANCHISES ISSUED BY THE STATE OF GEORGIA

WHEREAS, the City considers collecting a franchise fee from a cable or video provider utilizing the public rights of way as compensation to the public for the use of the rights of way and a means of promoting the public health, safety, welfare and economics development of the City and to protect public works infrastructure;

WHEREAS, the City of Lilburn is authorized to collect a franchise fee of 5% which is the maximum amount established by federal and state law of each cable or video providers gross revenues received from the provision of cable or video service generated within the City;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Lilburn hereby requires a franchise fee of 5% of any cable or video state franchise holder's gross revenues received from the provision of cable or video service generated within the corporate boundaries of the City of Lilburn, pursuant to a franchise issued by the State of Georgia pursuant to O.C.G.A. 36-76-1 et seq. known as the "Consumer Choice for Television Act" of 2007.

SO RESOLVED by the Mayor and Council of the City of Lilburn, this _____ day of February, 2017.

Johnny Crist, Mayor

Attest:

Melissa L. Penate, City Clerk

KING & SPALDING

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December 23, 2016

VIA UPS

Candace L. Byrd
Chief of Staff
City of Atlanta
55 Trinity Avenue, S.W., Suite 2400
Atlanta, GA 30303

Clai Brown
City Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002

Christian Sigman
City Manager
Brookhaven City Hall
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Brookhaven, GA 30319

Terrence R. Moore
City Manager
City of College Park
3667 Main Street
College Park, GA 30337

Peggy Merriss
City Manager
Decatur City Hall, Second Floor
509 North McDonough St.
Decatur, GA 30030

Frederick Gardiner
City Manager
City of East Point
1526 East Forrest Avenue, Suite 400
East Point, GA 30344

Alan Hallman
Mayor
City of Hapeville
3468 N. Fulton Avenue
Hapeville, GA 30354

John McDonough
City Manager
City Hall and Police Department
7840 Roswell Road
Sandy Springs, GA 30350

Michael L. Jones
City Administrator
City of Smyrna
2800 King Street
Smyrna, GA 30080

Al Wiggins
Interim City Manager
Office of the City Manager
Forest Park City Hall
745 Forest Parkway
Forest Park, GA 30297

Jeff Drobney
City Manager
City of Kennesaw
2529 J O Stephenson Ave
Kennesaw, GA 30144

William F. Bruton Jr.
Marietta City Hall
City Manager's Office
205 Lawrence St.
Marietta, GA 30060

Eric Linton
City Manager
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

Bob Regus
City Administrator
Alpharetta City Hall
2 Park Plaza
Alpharetta, GA 30009

Warren Hutmacher
City Manager
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

Kay G. Love
City Administrator
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

James Riker
City Manager
Duluth City Hall
3167 Main Street
2nd Floor
Duluth, Georgia 30096

Bill Johnsa
City Manager
Lilburn City Hall
76 Main St.
Lilburn, GA 30047

Rudolph Smith
City Manager
City of Norcross
65 Lawrenceville St.
Norcross, GA 30071

Jon Walker
City Manager
City of Chamblee
5468 Peachtree Road
Chamblee, GA 30341

Keith Barker
City Manager
City of Clarkston- Annex
1055 Rowland Street
Clarkston, Georgia 30021

Jeffrey E. Turner
Chairman
Board of Commissioners
Clayton County Administration, Annex 1
112 Smith Street, Jonesboro, GA 30236

David Hankerson
Cobb County Manager
100 Cherokee Street
Marietta, GA 30090-9679

Burrell Ellis
Chief Executive Officer
DeKalb County Government
Manuel J. Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

Doug Derrer
Forsyth County Manager
110 East Main Street
Cumming GA 30040

Richard "Dick" Anderson
The Office of the County Manager
Fulton County
141 Pryor Street
Atlanta, GA 30303

December 23, 2016

Page 3

Marty Allen
Suwanee City Manager
330 Town Center Avenue
Suwanee, GA 30024

Glenn Stephens
County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046

Brian Johnson
City Manager
City of Peachtree Corners
147 Technology Parkway NW, Suite 200
Peachtree Corners, GA 30092

Marcia Hampton
City Manager
City of Douglasville
6695 Church Street
Douglasville, GA 30134

Jerry W. Cooper
Cherokee County Manager
1130 Bluffs Parkway
Canton, GA 30114

Mark Teal
Douglas County Administrator
8700 Hospital Drive
Douglas County Courthouse, 3rd Floor
Douglasville, GA 30134

Re: Google Fiber Georgia, LLC – Amendment to Georgia Cable/Video State Franchise Application

Dear Sir or Madam:

Enclosed please find a complete copy of an Amendment to the Georgia Cable/Video State Franchise Application for Google Fiber Georgia, LLC as submitted on December 23, 2016 with the Georgia Secretary of State. For your reference, I have also enclosed a certified copy of the initial Georgia Cable/Video State Franchise Application, as amended, for the same.

Please acknowledge receipt of this letter and the enclosures referred to above by signing the acknowledgement on the enclosed copy of this letter and returning it in the enclosed, postage prepaid, envelope. Should you have any questions, please contact Larry Slovinsky at (404) 572-2764.

Sincerely,



Cliff Russell
Paralegal Assistant

Enclosures

Receipt acknowledged this ___ day of _____, 201__.

By:
Name:



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