City of Flowery Branch
City Council Meeting
Thursday, November 7, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

PUBLIC HEARING:

- Public Hearing and Second Reading of Ordinance 719 to Consider a Variance Request at 4865 Hog Mountain Road for TownePlace Suites.
  Ordinance 719 - 4865 Hog Moutain Road updated for 11-7-2024.pdf
- Public Hearing and First Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.
  Letter of Intent City of Flowery Branch Rezoning signed by Tonya.pdf
  Rezoning Staff Report Jones Road Tracts A to R-1.pdf
  Ordinance 722 FB Rezone 6300 Jones Rd.pdf
- Public Hearing and First Reading of Ordinance 723 to Consider a Change in the Zoning Ordinance that would create a Downtown Overlay District.
  Flowery Branch Downtown Overlay District Staff Report.pdf
  Flowery Branch Overlay Ordinance 723 11 01 24.pdf

UNFINISHED BUSINESS - WORK SESSION:

NEW BUSINESS -WORK SESSION:

- Consideration of Construction Manager Contract with ESG Engineering, Inc.
  Executive Summary - Construction Management Contract ESG.pdf
  Task Order Flowery Branch WRF CM.pdf
- Consider Resolution 24-009 for Water Sewer Rate Additional Years and Wastewater Connection System Developer Charges, Changes Effective January 1, 2025.
  Executive Summary - Water Sewer Rate Changes effective 1-1-2025.pdf
  Res 24-009 Resolution for Water Sewer Rates eff 1-1-2025.pdf

DEPARTMENT REPORTS:

a. City Manager Report
b. City Clerk Report
c. Department of Fun Report
d. Finance Department Report
e. Human Resources Report

f. Planning Department Report
g. Police Department Report
h. Public Works & Utilities Report
i. Attorney Report
j. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS:
Please limit to two minutes

CONSENT AGENDA:

- Consider October 2024 Per Diem for Mayor Asbridge
  October 24 Mayor Asbridge Per Diem.pdf
- Consider October 17, 2024 City Council Meeting Minutes
  Unofficial October 17, 2024 City Council Meeting Minutes.pdf

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second and Final Reading of Ordinance 719 for a Variance Request at 4865 Hog Mountain Road for TownePlace Suites.
  Ordinance 719 - 4865 Hog Moutain Road updated for 11-7-2024.pdf

NEW BUSINESS - VOTING SESSION:

- Public Hearing and First Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.
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  Executive Summary - Water Sewer Rate Changes effective 1-1-2025.pdf
  Res 24-009 Resolution for Water Sewer Rates eff 1-1-2025.pdf
- Consider a Lease Agreement For 5509 Main Street With Nicholas St. Clair.
  Executive Summary Lease agreement 5509 Main St.pdf
  LOI 5509 Main Street Nic St Clair.pdf
  rental agreement 5509 main street.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: Public Hearing and Second Reading of Ordinance 719 to Consider a Variance Request at 4865 Hog Mountain Road for TownePlace Suites.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:
4865 Hog Mountain, Parcel 15046 000145 - TownePlace Suites
Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance.
Article 9, Table 9.2 Dimensional Requirements for Nonresidential Zoning Districts:
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting the same districts as listed requires a rear setback buffer of 30â€™
Public Hearing Published October 5th, 2024; First reading on October 17th, 2024; Second reading on November 7th, 2024

FACTS AND ISSUES:
Approval of the Variance with the following conditions:
1. The minimum setback from abutting R-1, R-2, R-3, TND, or PUD zoned property shall be reduced to 10 feet.
2. The minimum width of the natural buffer abutting a R-1, R-2, R-3, TND, or PUD property shall be reduced to a 10-foot replanted buffer.
3. The 10-foot replanted buffer shall consist of an enhanced landscape strip including evergreen trees that shall be no less than eight (8) inches in caliper at the time of planting. Final landscape plan shall be reviewed for condition compliance by the Community Development Director.
4. The buffer shall include a solid eight (8) foot high brick wall as measured from the finished grade to the top of the wall and be located inside the buffer at the back of curb. The brick shall match the brick used in the building. Final wall design and location shall be reviewed for condition compliance by the Community Development Director.
5. The approval of the Variance does not provide approval of other non-conforming components that may be shown on the site plan. The applicant shall follow the process and procedures of filing a Land Disturbance Permit Application including the landscape, buffer and tree plan.
6. The applicantâ€™s engineer shall provide a right in access and a left in turning lane for access along Hog Mountain Road. The applicantâ€™s engineer shall design the left turn lane assuming the speed limit on Hog Mountain Road is 35MPH.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval with the conditions.

SAMPLE MOTION:
Public Hearing Only

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Ordinance 719 - 4865 Hog Moutain Road updated for 11-7-2024.pdf

Public Hearing Published	10/05/2024	First Reading	10/17/2024
Public Hearing	11/07/2024	Second Reading	11/07/2024

ORDINANCE 719

4865 Hog Mountain Road Variance Request

AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS SET FORTH IN THE CITY OF FLOWERY BRANCH ZONING ORDINANCE Article 9, Table 9.2, specifically Dimensional Requirements for Nonresidential Zoning Districts: *Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district,* 4865 Hog Mountain Road, TAX PARCEL IDENTIFICATION NO. 15046000145, OWNED BY FB TMK, LLC/Alpesh Patel – Managing Partner; AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, FB TMK LLC/Darrell Baker, agent for owner has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 4865 Hog Mountain Road; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on 11/07/2024, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of FB TMK LLC/Darrell Baker, agent for owner in conjunction with the standards set forth in Article 9, Table 9.2, Dimensional Requirements for Nonresidential Zoning District of the Zoning Ordinance.

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

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 9, Table 9.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

(a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;

(b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;

(c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

(d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;

(e) The special circumstances are not the result of the actions of the applicant;

(f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and

(g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 9, Table 9.2, Dimensional Requirements for Nonresidential Zoning Districts:

For properties zoned HB:

Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district of 30 feet.

Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district of 30 feet.

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

Public Hearing Published	10/05/2024	First Reading	10/17/2024
Public Hearing	11/07/2024	Second Reading	11/07/2024

SECTION 5. REPEALER.

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

Adopted this 7th day of November 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted C. Baggett, City Attorney

Public Hearing Published	10/05/2024	First Reading	10/17/2024
Public Hearing	11/07/2024	Second Reading	11/07/2024

Exhibit "A"

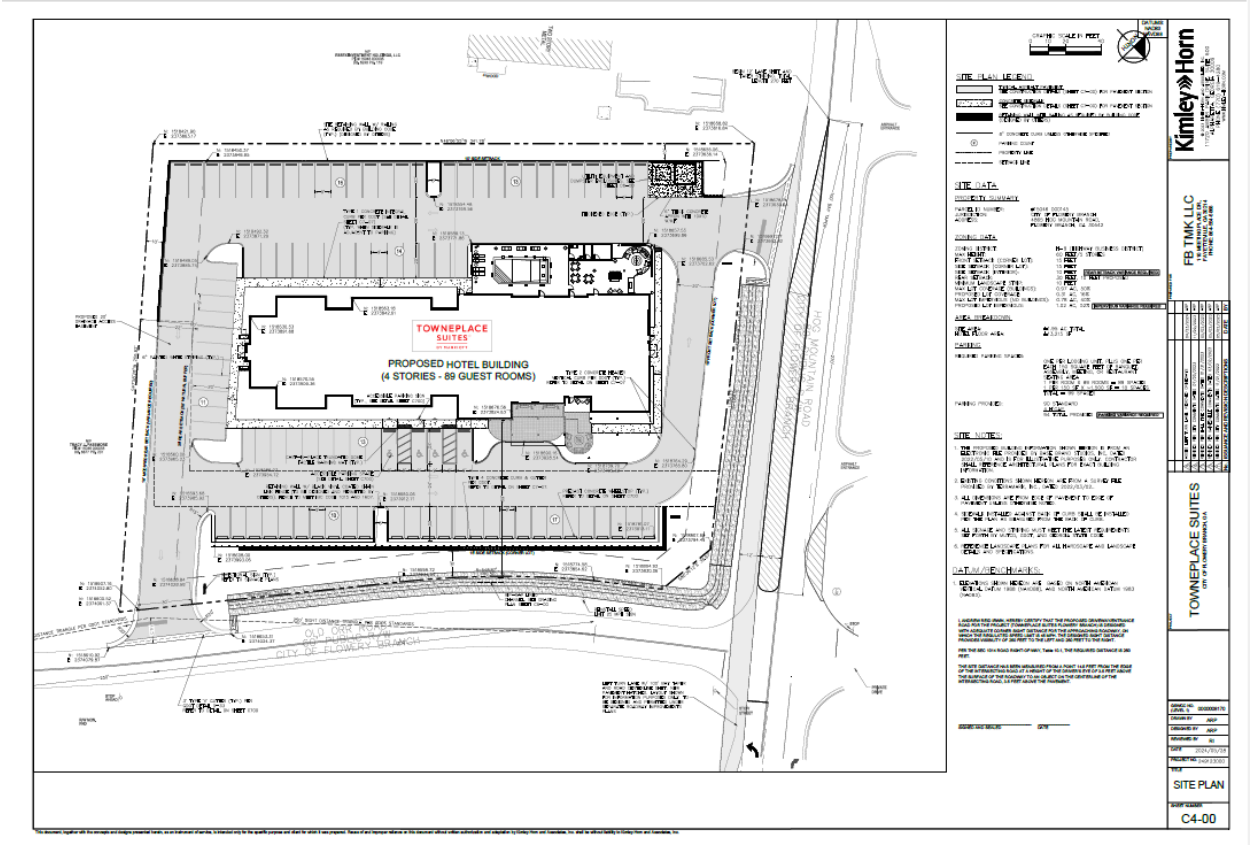


Exhibit "B"

LEGAL DESCRIPTION

PROPERTY DESCRIPTION

Being all that tract or parcel of land lying and being in Georgia Militia District 270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at the point of intersection of the southeasterly right-of-way line of Hog Mountain Road (having an 80' right-of-way) and the southwesterly right-of-way line of Old Orr Road (having a 60' right-of-way); thence, from said POINT OF BEGINNING as thus established, leaving the aforesaid right-of-way line of Hog Mountain Road and running with said right-of-way line of Old Orr Road,

1. South 85° 36' 12" East, 35.67 feet; thence,
2. South 38° 59' 44" East, 39.04 feet; thence,
3. 110.37 feet along the arc of a curve deflecting to the left, having a radius of 548.87 feet and a chord bearing and distance of South 46° 29' 31" East, 110.18 feet; thence,
4. South 52° 15' 08" East, 160.41 feet to a 1/2-inch rebar found bent; thence, leaving the aforesaid right-of-way line of Old Orr Road
5. South 47° 58' 28" West, 266.82 feet to a 3/4-inch open top pipe found; thence,
6. North 46° 06' 55" West, 341.78 feet to a 1/2-inch rebar found on the aforesaid right-of-way line of Hog Mountain Road; thence, running with the said right-of-way line of Hog Mountain Road,
7. North 49° 44' 18" East, 137.54 feet; thence,
8. 94.23 feet along the arc of a curve deflecting to the left, having a radius of 4164.10 feet and a chord bearing and distance of North 50° 29' 36" East, 94.23 feet to the Point of Beginning, containing 85,038 square feet or 1.9522 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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Exhibit "C"

1. The minimum setback from abutting R-1, R-2, R-3, TND, or PUD zoned property shall be reduced to 10 feet.
2. The minimum width of the natural buffer abutting a R-1, R-2, R-3, TND, or PUD property shall be reduced to a 10-foot replanted buffer.
3. The 10-foot replanted buffer shall consist of an enhanced landscape strip including evergreen trees that shall be no less than eight (8) inches in caliper at the time of planting. Final landscape plan shall be reviewed for condition compliance by the Community Development Director.
4. The buffer shall include a solid eight (8) foot high brick wall as measured from the finished grade to the top of the wall and be located inside the buffer at the back of curb. The brick shall match the brick used in the building. Final wall design and location shall be reviewed for condition compliance by the Community Development Director.
5. The approval of the Variance does not provide approval of other non-conforming components that may be shown on the site plan. The applicant shall follow the process and procedures of filing a Land Disturbance Permit Application including the landscape, buffer and tree plan.
6. The applicant's engineer shall provide a right in access and a left in turning lane for access along Hog Mountain Road. The applicant's engineer shall design the left turn lane assuming the speed limit on Hog Mountain Road is 35MPH.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and First Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:

FACTS AND ISSUES:
The City of Flowery Branch to consider a City of Flowery Branch initiated rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations: 6300 Jones Road (excluding the portion remaining in unincorporated Hall County), tax parcel identification number 08118 001015, 6294 Jones Road tax parcel identification number 08118 001009, 6290 Jones Road tax parcel identification number 08118 001002D, 6270 Jones Road tax parcel identification number 08118 001002E, 6258 Jones Road tax parcel identification number 08118 001012, 6246 Jones Road tax parcel identification number 08118 001020, and 6249 Jones Road tax parcel identification number 08118 001002F.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion for the first reading for a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Letter of Intent City of Flowery Branch Rezoning signed by Tonya.pdf
- Rezoning Staff Report Jones Road Tracts A to R-1.pdf
- Ordinance 722 FB Rezone 6300 Jones Rd.pdf

Monday, September 30th, 2024

Letter of Intent

The City of Flowery Branch intends to initiate Rezoning individual parcels per Code Section 34.2. from Agriculture (A) to Residential Low Density (R-1). The intended parcels to be rezoned are as follows:

Parcel 08118 001015 (with the exclusion of +/- 0.854 acres of unincorporated Hall Co.)
Parcel 08118 001009
Parcel 08118 001002D
Parcel 08118 001002E
Parcel 08118 001012
Parcel 08118 001020
Parcel 08118 001002F

Attached to the Letter of Intent is a survey and legal description of the parcels intended to be rezoned.

Tonya Parrish
City Manager
City of Flowery Branch, Georgia

Attachments:
Exhibit A Survey
Exhibit B Legal Description
Exhibit C Survey Unincorporated Hall County Portion of Parcel of 08118 001015 excluded.
Exhibit D Legal Description Unincorporated Hall County Portion of Parcel 08118 001015 excluded.

SURVEY MAP EXHIBIT A

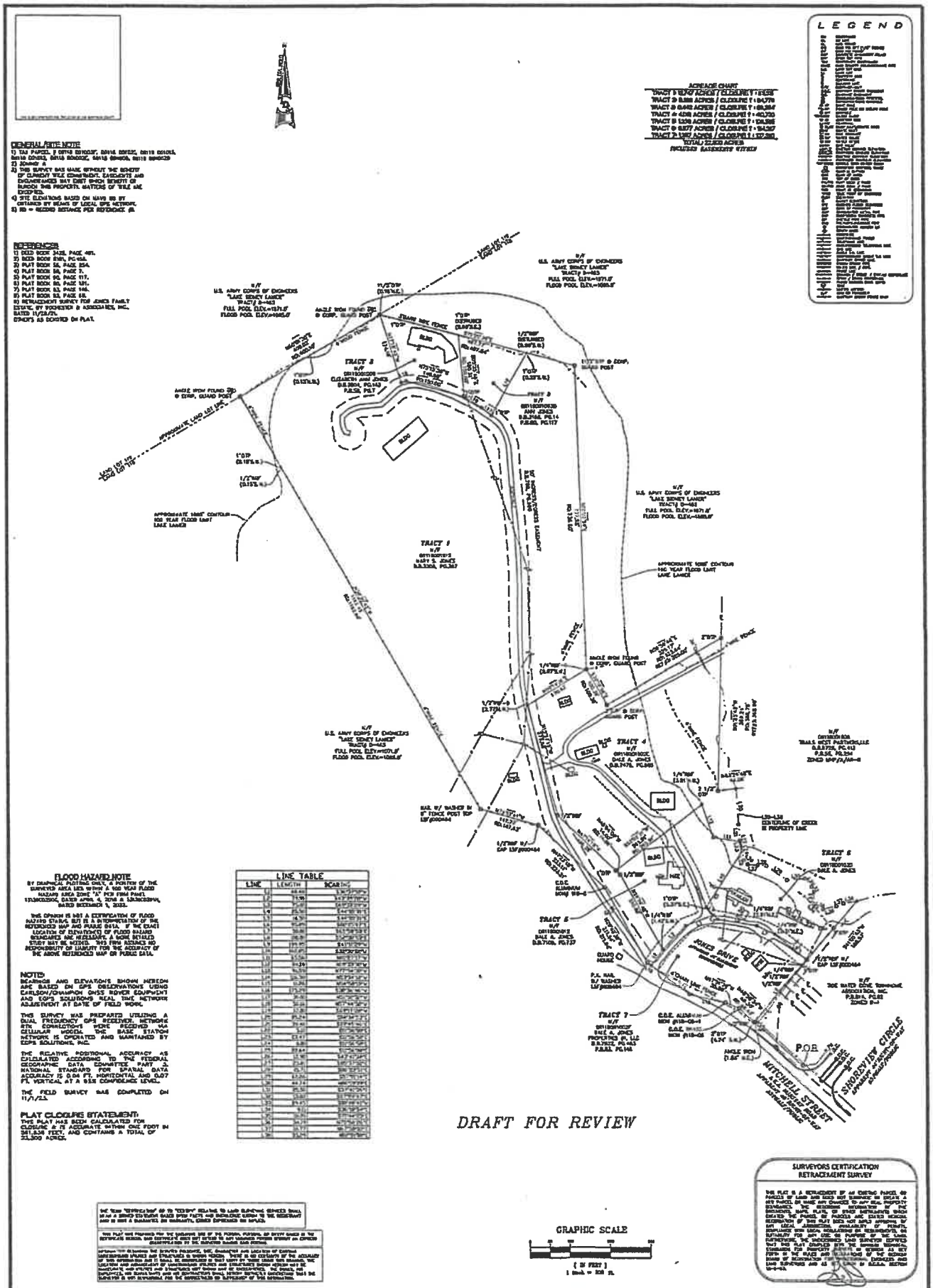


EXHIBIT B

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE form said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

EXHIBIT C

LEGEND

IPF	=	IRON PIN FOUND
IPS	=	1/2" REBAR PIN SET
LL	=	LAND LOT
LLL	=	LAND LOT LINE
P	=	PROPERTY LINE
℄	=	CENTERLINE
BL	=	BUILDING LINE
R/W	=	RIGHT-OF-WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
● MH	=	MANHOLE
CB	=	CATCH BASIN
JB	=	JUNCTION BOX
HW	=	HEADWALL
DI	=	DROP INLET
PP	=	POWER/UTILITY POLE
FH	=	FIRE HYDRANT
IE	=	INVERT ELEVATION
FFE	=	FINISHED FLOOR ELEVATION
BOC	=	BACK OF CURB
EP	=	EDGE OF PAVEMENT
—S—	=	SANITARY SEWER LINE/PIPE
═══	=	STORM SEWER LINE/PIPE
-x-x-x-	=	FENCE LINE
• • • • •	=	FLOOD HAZARD ZONE LINE
N/F	=	NOW OR FORMERLY
POC	=	POINT OF COMMENCEMENT
POB	=	POINT OF BEGINNING

GENERAL/SITE NOTE

1) TAX PARCEL # 08118 001015
2) ZONING: A
3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
5) RD = RECORD DISTANCE PER REFERENCE #9.

REFERENCES

1) DEED BOOK 3428, PAGE 481.
2) DEED BOOK 5181, PG.456.
3) PLAT BOOK 58, PAGE 234.
4) PLAT BOOK 58, PAGE 7.
5) PLAT BOOK 80, PAGE 117.
6) PLAT BOOK 80, PAGE 181.
7) PLAT BOOK 83, PAGE 146.
8) PLAT BOOK 92, PAGE 68.
9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.
OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C0290G, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

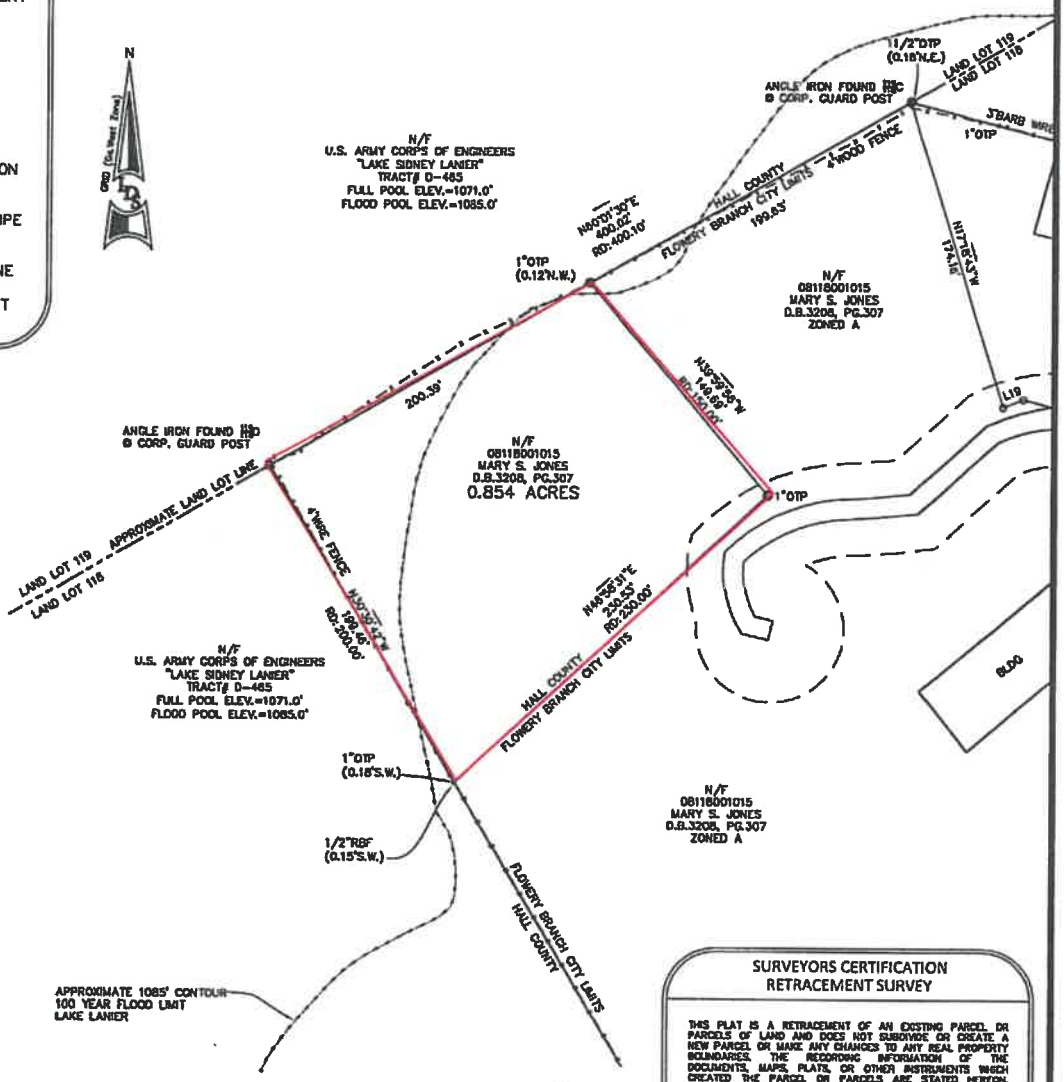
THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER. NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.



SURVEYORS CERTIFICATION
RETRACEMENT SURVEY

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.

REGISTERED LAND SURVEYOR
No. 2731
STATE OF GEORGIA
LEE JAY JOHNSTON

GRAPHIC SCALE

0 — 25 — 50 — 100 — 150

(IN FEET)

1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

RETRACEMENT SURVEY FOR:

H.CARSON SMITH

LAND DEVELOPMENT SURVEYORS, INC.
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEY @ BELLSOUTH.NET
COA LSF#000832

Date: 12/4/23 Land Lot: 118 District: 8th
County: HALL COUNTY, GA Scale: 1"=50'
Proj. Manager: Drawn By: MSF Checked By: LJJ
Job Number: 23180 File Number:
Sheet No. 1 of 1

EXHIBIT D

PORTION OF LAND EXCLUDED FROM REZONING

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

Memorandum

To: City of Flowery Branch, City Manager and City Council

From: Chris McCrary, Interim Planning and Zoning Director

Date: October 3rd, 2024

Subject: City Initiated Rezoning Case

Applicant: Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street, Flowery Branch, GA 30542
770-967-6371

Existing Zoning: A - Agriculture

Proposed Zoning: R-1- Residential Low Density

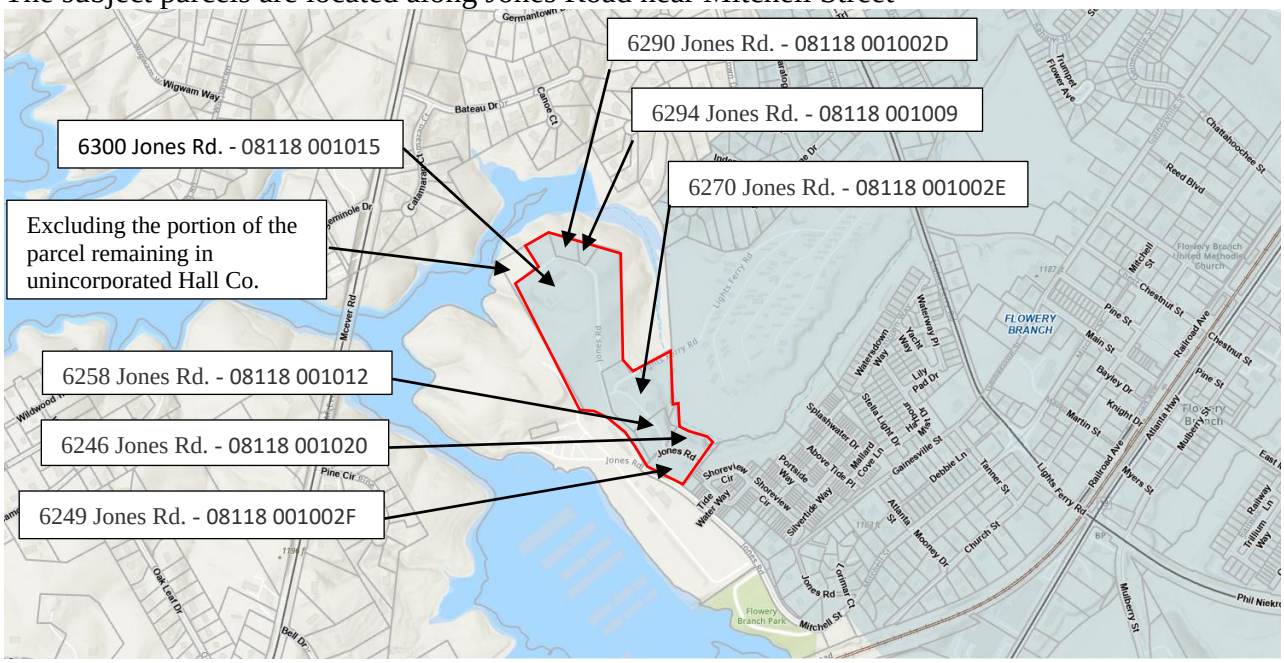
Location:

- 6300 Jones Road (excluding the portion remaining in unincorporated Hall County); tax parcel identification number **08118 001015,**
- 6294 Jones Road, tax parcel identification number **08118 001009,**
- 6290 Jones Road, tax parcel identification number **08118 001002D**,
- 6270 Jones Road tax parcel identification number **08118 001002E,**
- 6258 Jones Road tax parcel identification number **08118 001012,**
- 6246 Jones Road tax parcel identification number **08118 001020,**
- 6249 Jones Road tax parcel identification number **08118 001002F**

The City of Flowery Branch is initiating a rezoning from Agriculture (A) to Residential Low Density (R-1) for the above referenced tax parcels. Total parcel assemblage is +/- 21.44 aces excluding the +/- 0.854 acre portion of parcel 08118 001015 that is within unincorporated Hall County.

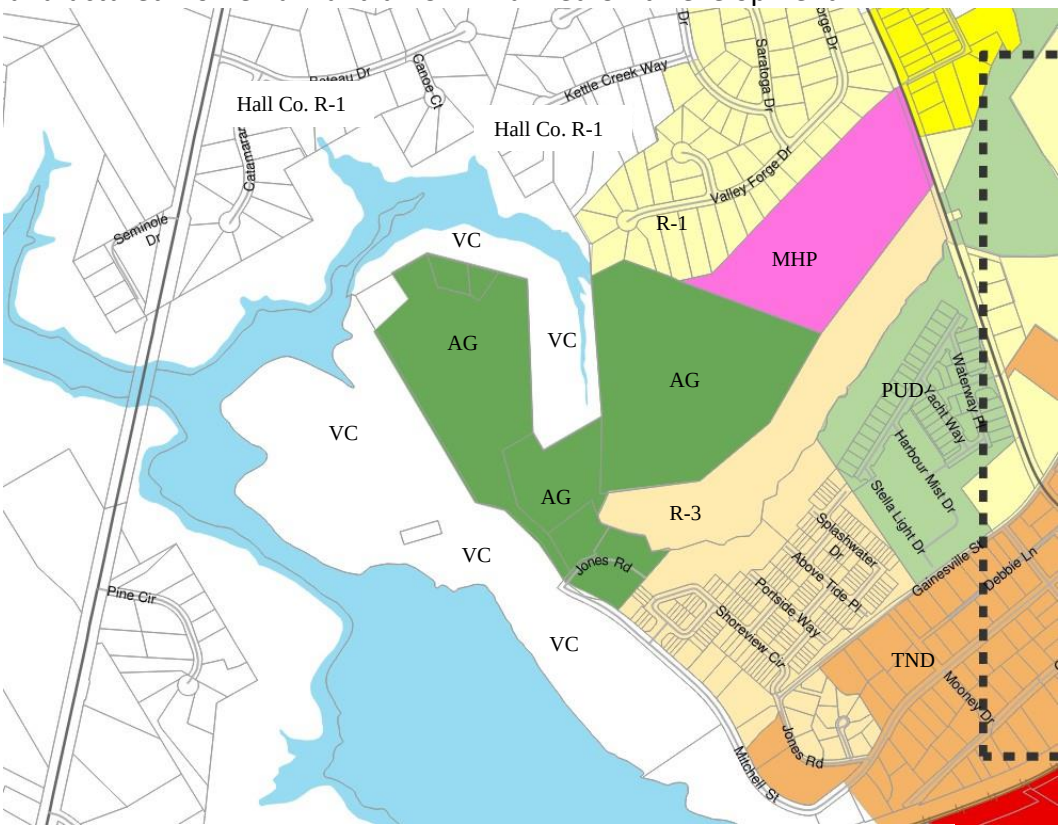
Location Map:

The subject parcels are located along Jones Road near Mitchell Street



Zoning Map:

The subject property is currently zoned A - Agriculture and proposed zoning is R-1 - Low Density Residential. The surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcels are Hall County V-C – Vacation Cottages. Nearby uses not directly adjacent to the subject site includes Hall County R-1 Low Density Residential, Flowery Branch R-1 - Low Density Residential, TND - Traditional Neighborhood Development, a MHP - Manufactured Home Park and a PUD - Planned Unit Development.



Legend

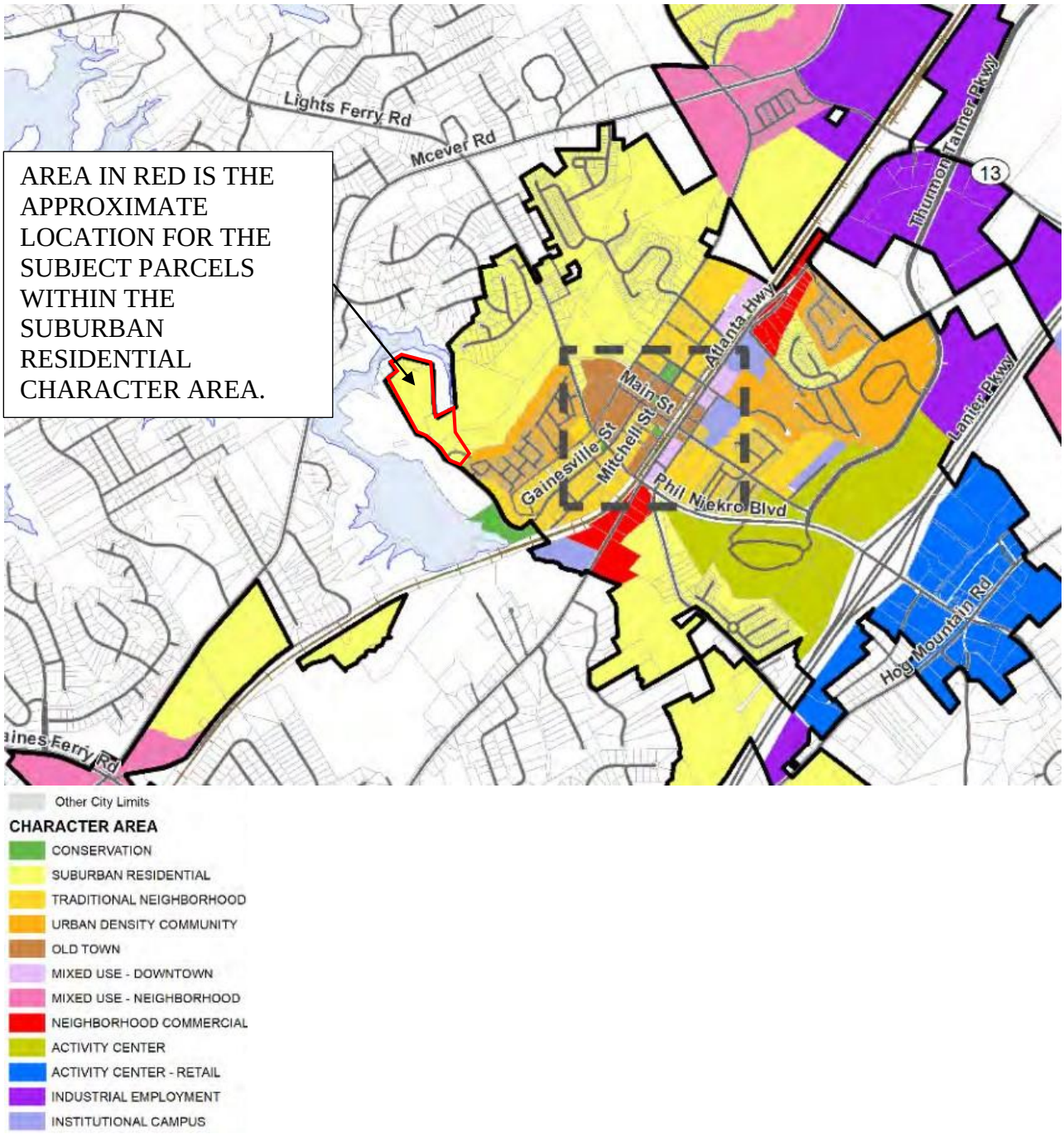
Zoning Districts

- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3)
- Traditional Neighborhood Development (TND)
- Planned Unit Development (PUD)
- Manufactured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)

Historic Districts

- Local Historic District

Future Development Map



Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to- moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family
  detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos













The Flowery Branch Comprehensive Plan Future Development Map indicates the subject parcels fall within the Suburban Residential Character Area. The proposed zoning to R-1 falls in harmony with the Suburban Residential Character Area based on the following criteria:

Land Use:

- Single Family Detached Residential

Zoning:

- R-1 Detached Single-Family, Low Density District

Design Principles:

- Larger lots (1/3 to 1 acre) with houses set back from the road,
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks,
- Use of high quality exterior cladding materials (that are consistent on each level of the home),
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry),
- Opportunities for meaningful open space, including shared areas for the benefit of residents.

The existing zoning A – Agriculture is not a listed zoning in the Suburban Residential Character area. So the existing zoning is not in harmony with the Flower Branch Comprehensive Plan Future Development Map. It's reasonable to believe that rezoning the subject site brings the area into the intended zoning from the Future Development Map.

Flowery Branch Code Section 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.**

Rezoning to R-1 Detached Single Family Low Density Residential will permit a use that is suitable in view of the use and development of adjacent and nearby property.

b) **Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.**

Rezoning to R-1 Detached Single Family Low Density Residential will not adversely affect the existing use or usability of adjacent or nearby property.

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.**

It's reasonable to believe that the current zoning of A- Agriculture does not have a reasonable economic use due to the trend of residential area development in Flowery Branch.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential should have no measurable impact on existing streets, transportation facilities, utilities, or schools.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential is in conformity with the Flowery Branch 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.**

There are no 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.

g) Existing use(s) and zoning of the subject property and nearby properties.

The surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcels are Hall County V-C – Vacation Cottages. Nearby uses not directly adjacent to the subject site includes Hall County R-1 Low Density Residential, Flowery Branch R-1 - Low Density Residential, TND - Traditional Neighborhood Development, a MHP - Manufactured Home Park and a PUD - Planned Unit Development.

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.

It's reasonable to believe that the property value would increase by re-zoning from Agriculture to R-1 Detached Single Family Low Density Residential

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 zoning map amendment approval will not be a deterrent to the value of adjacent property in accordance with existing regulations.

j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

There are nearby R-1 Detached Single Family Low Density Residential in the area.

k) **Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.**

Rezoning to R-1 Detached Single Family Low Density Residential is in harmony with the future land development of the Comprehensive Plan and will be a positive change aligning with the vision of the City.

l) **The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.**

The City of Flowery Branch will do an extensive review of stormwater management and erosion control, including but not limited to; drainage, soil erosion and sedimentation, flooding, air quality and water quality on any proposed development to minimize impact on the environment. The R-1 category of zoning is the lowest density use mentioned in the Comprehensive Plan which requires the largest lots. In R-1 mass grading can be avoided, disturbing areas only for infrastructure, streets and the homes. Limited grading and more undisturbed areas in the development helps with environmental impacts specifically in this case due to the proximity to Lake Lanier.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential is in harmony with the future land development of the Comprehensive Plan

Recommendation:

Staff recommends the **APPROVAL** of the proposed rezoning from A- Agriculture to Rezoning to R-1 Detached Single Family Low Density Residential for the following parcels:

- 6300 Jones Road (excluding the portion remaining in unincorporated Hall County); tax parcel identification number **08118 001015,**
- 6294 Jones Road, tax parcel identification number **08118 001009,**
- 6290 Jones Road, tax parcel identification number **08118 001002D**,
- 6270 Jones Road tax parcel identification number **08118 001002E,**
- 6258 Jones Road tax parcel identification number **08118 001012,**
- 6246 Jones Road tax parcel identification number **08118 001020,**
- 6249 Jones Road tax parcel identification number **08118 001002F**

ORDINANCE 722

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWRY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 21.44+/-ACRES OF LAND, OWNED BY MARY S JONES, ELIZABETH ANN JONES, ANN JONES, DALE A JONES, AND DALE A JONES PROPERTIES #1 LLC, IDENTIFIED AS 6300, 6294, 6290, 6258, 6270, 6246 AND 6249 JONES ROAD, TAX PARCELS 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM FLOWERY BRANCH AGRICULTURAL DISTRICT (A) TO FLOWERY BRANCH RESIDENTIAL LOW DENSITY DISTRICT (R-1), AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B", PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the City of Flowery Branch, Georgia desires to rezone the property identified as 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road, Tas Parcels 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agriculture (A) to Residential Low Density (R-1); and

WHEREAS, a complete description of the property subject being rezoned is included herein; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on November 21, 2024, to consider the rezoning, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the appropriate zoning classification of the subject property in light of the comprehensive plan.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Flowery Branch Agricultural District (A) to Flowery Branch Residential Low Density District (R-1) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. Use as R-1 is appropriate given residential development trends and it is reasonable to believe the property will have reasonable economic value so zoned.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No precise determination has been made by staff with regard to the value differential between development under the current zoning as opposed to R-1, although it is reasonable to believe value would increase as a result of the rezoning.

8. A proposed development will not be a deterrent to the value

or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. REZONING.

The subject parcels, as shown on Exhibit "A" and as legally described in Exhibit "B", are hereby rezoned from Flowery Branch Agricultural District (A) to Flowery Branch Residential Low Density District (R-1).

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval.

SECTION 6. REPEALER.

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

Approved this 21st day of November 2024.

_____

Edward R. Asbridge, Mayor

_____

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____

Ted C. Baggett, City Attorney

Exhibit "A"

The subject parcels are located along Jones Road near Mitchell Street.

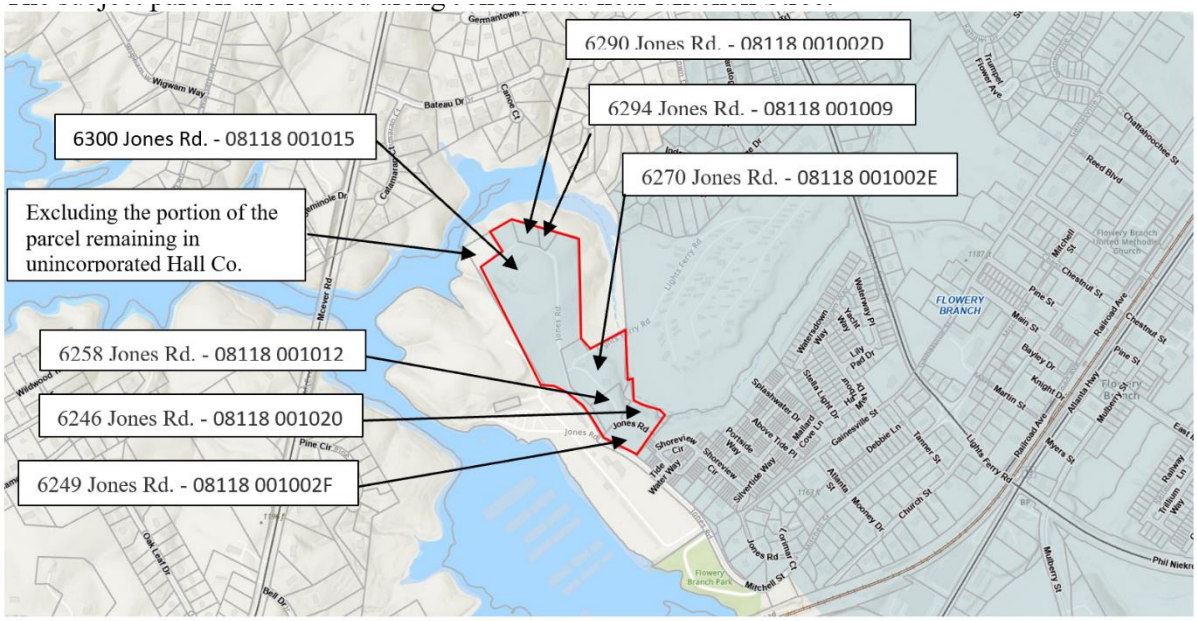


Exhibit "B"

LEGAL DESCRIPTION

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE form said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

Excluding the following portion of 6300 Jones Road, Tax Parcel 08118 001015:

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and First Reading of Ordinance 723 to Consider a Change in the Zoning Ordinance that would create a Downtown Overlay District.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approve a first reading of Ordinance 723.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Flowery Branch Downtown Overlay District Staff Report.pdf
- Flowery Branch Overlay Ordinance 723 11 01 24.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Community Development Director

Date: October 11th, 2024

Subject: City of Flowery Branch Downtown Overlay District (FBDOD)

Purpose:

The City of Flowery Branch has initiated several ordinances that seek to protect the character of the City's core downtown. The intent of creating a Downtown Overlay District is to consolidate each of the parts into one overlay and provide some additional uses and procedures unique to the downtown. The FBDOD will also advance the Comprehensive Plan's Implementation Strategy of the Old Town Character Area by moving forward updating the 2014 Old Town Redevelopment Plan to identify additional development / redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district. It's reasonable to believe that the City Council may want to revisit the FBDOD from time to time to further implement other strategies as growth of the city continues. For the purposes of the current exercise, the parts that will make up the Downtown Development District include:

- Define the FBDOD via reference of an overlay map.
- The Comprehensive Plan Old Town Character area's Design Principles, Land Uses and Zoning.
- The Central Business District (CBD) Zoning District.
- Historic Preservation District.
- The entirety of Chapter 8- Alcoholic Beverages with consideration of Code Section 8-114 (b) 2 Downtown Dining District revising / expanding the map provided in Ordinance No. 546. The intent is not to apply Code Section 8-114(b)2 into the entirety of the overlay but rather a smaller area within the overlay.
- Special provisions and procedures for specific uses in parcels located in the FBDOD that are zoned Highway Business – HB.
- A review of the prohibited signs often used in the core retail downtown.

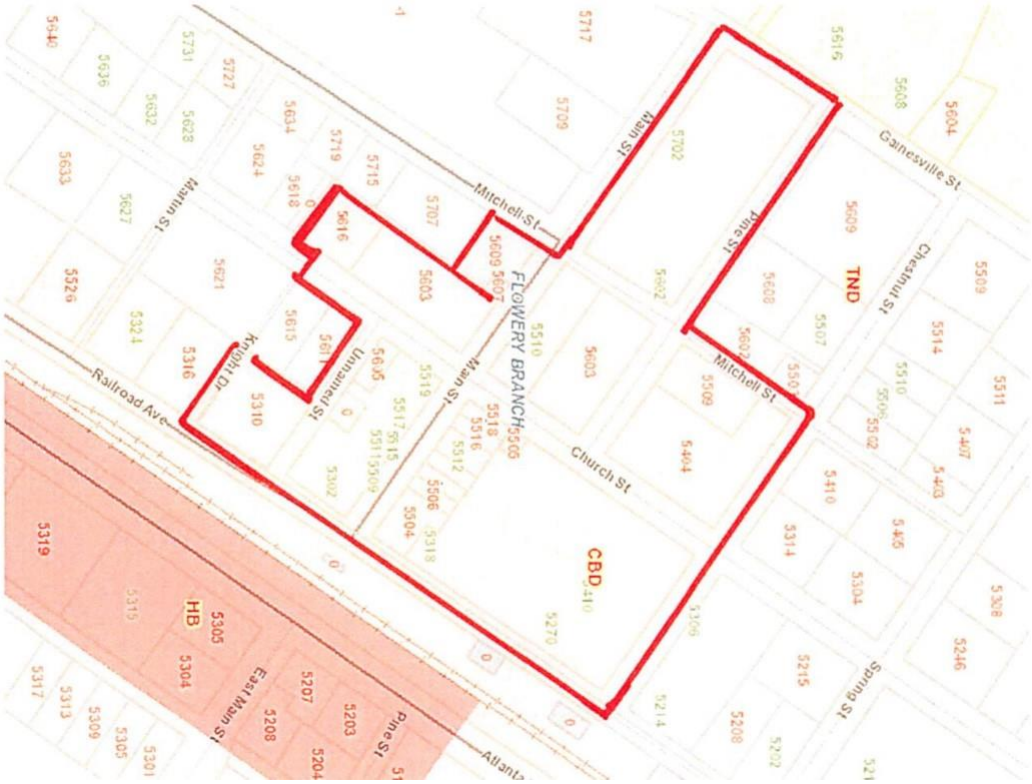
Flowery Branch Downtown Overlay District Map:

The FBDOD map is intended to graphically indicate the boundary limits of the overlay. The overlay should include by reference the parcels shown but also include on-street parking and parking lots owned by the City of Flowery Branch.



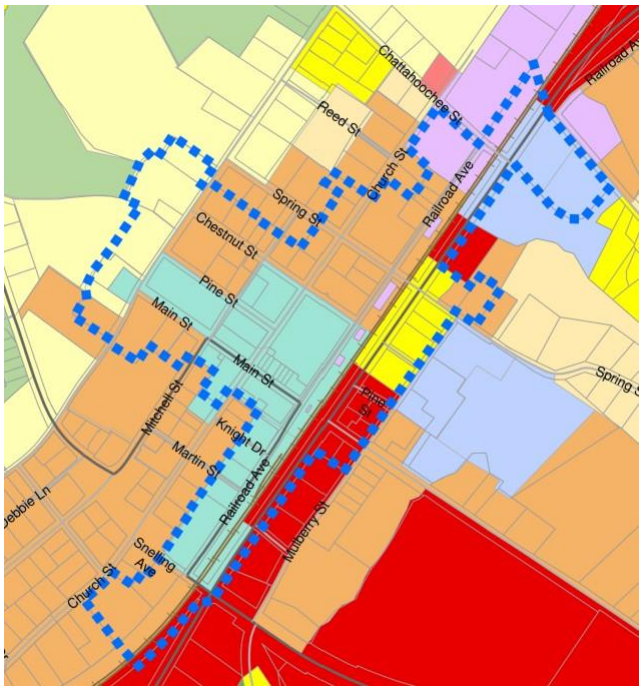
Outdoor Dining / Open Carry Map:

The intent of the FBDOD is to incorporate the current limits or expansion of the limits and code provisions of the current map by reference:



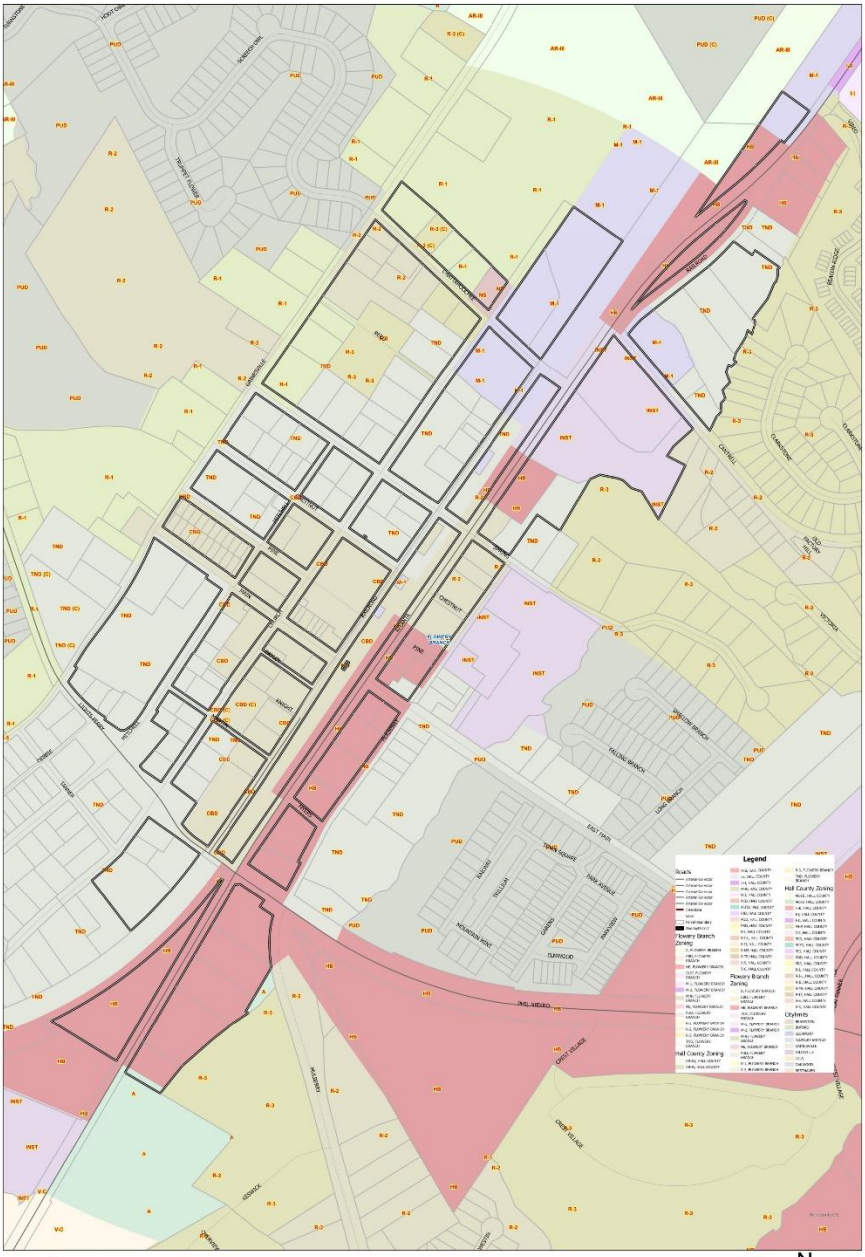
Flowery Branch Historic Preservation Map

The intent of the FBDOD is to incorporate the current limits and code provisions of the Flowery Branch Historic Preservation District by reference:



Flowery Branch Zoning Map:

The intent of the FBDOD is to incorporate the existing zonings and their code provisions for parcels within the FBDOD boundary, with special provisions for HB zoned parcels.



Zoning Categories Within the FBDOD:

TND: Traditional Neighborhood Development District
CBD: Central Business District
HB: Highway Business District
R-1: Residential, Detached Single-Family, Low-Density District
R-2: Residential, Detached Single Family
R-3: Removed from code but is shown on the zoning map.
M-1: Light Manufacturing and Industrial District
INST: Institutional District.

Flowery Branch Code Analysis

The city is exploring the possibility of permitting Micro-brewery and Micro-distillery operations within HB zoned parcels located within the FBDOD. This would be subject to the filing and approval of a Conditional Use Permit by the Mayor and City Council.

Section 9.4 – HB, Highway Business District

Purpose and Description. This zoning district is intended to implement the "activity center" and "activity center-retail" character areas established in the comprehensive plan. This zoning district will be an accessible center of businesses, services, and complementary uses with attractive building and site features and contributing extensively to the economic base of the city. The widest possible range of commercial uses is contemplated in this zoning district, except for industry, mixed use developments, and single-family residences including manufactured homes.

Currently the code prohibits Micro-brewery and Micro-distillery in the HB zoning district:

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts

(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB
Micro-brewery	X	X	X	X
Micro-distillery	X	X	X	X

Table 9.1 could be revised to allow Micro-brewery and Micro-distillery in HB if it's within the boundary of the FBDOD and secures approval of a Conditional Use Permit approved by the Mayor and City Council.

Table 9.1

Permitted and Conditional Uses in Nonresidential Zoning Districts

(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB
Micro-brewery	X	X	X	X *
Micro-distillery	X	X	X	X *

* Micro-brewery and Micro-distillery uses shall be allowed in the Highway Business District if the parcel is within the boundaries of the Flowery Branch Downtown Overlay District. The use is also subject to filing a Conditional Use Permit to be approved by the Mayor and City Council.

Article 24. – Signs – Section 24.8 Prohibited Signs

For the businesses in the CBD zoning district and mostly businesses along Main Street temporary or "A" frame signs are common. These signs add to the character of the area and provide information about merchandise, menus, or other forms of communication directed towards the pedestrians in the area. Per code the portable sidewalk signs are prohibited. The City may want to consider allowing these types of signs as a special provision in the Central Business District or in a designated area. The code revision could be similar to the following:

Portable sign:
Any sign, whether on its own trailer, wheels, or otherwise, which is designed to be transported from one place to another. It is characteristic of a portable sign that the space provided for advertising messages may be changed at will by the replacement of lettering or symbols (i.e., a changeable copy sign). Even if the wheels or supports of such sign are removed and the sign converted and attached, temporarily or permanently, to the ground or other structure, said sign shall remain a portable sign. In addition, the following shall be deemed a portable sign:

1. An umbrella used for advertising.
2. A sign mounted or painted on a junk vehicle as defined by the Zoning Ordinance of Flowery Branch
3. A sidewalk sign: A movable sign not secured or attached to the ground or surface upon which it is located.

Sec. 24.8. - Prohibited Signs.
The following signs and devices shall be prohibited:

(a)Animated signs, but not including multiple-message signs and multiple-message signs, electronic, as defined.
(b)Derelict signs.
(c)Inflatable signs, except as may be permitted in association with a temporary event approved by the Zoning Administrator.
(d)Pennants, streamers, and wind-blown or air-blown devices.
(e)Portable signs.*
*Sidewalk signs shall be allowed within the Flowery Branch Overlay District where the property is zoned CDB. The signs shall be no larger than 36"x42" and shall be placed in an area that does not obstruct pedestrian or handicap accessibility. The signs shall remain along the sidewalk and are prohibited to be on parking spaces or in the street. Each portable sign in the designated location shall apply for a sign permit with Community Development.

ORDINANCE NO. 723

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO CREATE A DOWNTOWN OVERLAY DISTRICT, TO PROVIDE FOR SPECIFIC USES IN SAID DISTRICT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the City Council wishes to create an overlay district to protect the character of the City's core downtown; and

WHEREAS, the City Council desires to provide additional uses unique to the downtown; and

WHEREAS, the City Council is undertaking to advance the vision for the downtown area as envisioned by the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing at the meeting of November 21, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, as shall be set forth in the minutes of said meeting.

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

SECTION 1. CREATION OF THE DOWNTOWN OVERLAY DISTRICT

In accordance with Article 3 Section 3.6 of the Zoning Ordinance, a new Section 9.10 of Article 9 is hereby created and shall read as follows:

"Sec. 9.10. – DOD, Downtown Overlay District.

(a) *Purpose and Description.* The downtown overlay zoning district is intended to protect and promote the character of the City's core downtown, to provide additional uses unique to the downtown and to implement the "old town" and "mixed use downtown" character areas established in the comprehensive plan.

(b) *Permitted and Conditional Uses of Underlying Zoning to Remain*. The underlying zoning of all property located within the downtown overlay district and any permitted, conditional, or prohibited uses shall remain unchanged except as provided in subsection (c). Any applicable dimensional, design, or other requirements and conditions of zoning on such property shall likewise remain unchanged by virtue of the downtown overlay district, except as provided in subsection (c).

(c) *Specific Additional Permitted and Conditional Uses.*

Where the downtown overlay district specifically allows a conditional or permitted use that differs from those in the underlying zoning of a property, the differing uses specifically provided for in the downtown overlay district shall prevail over those in the underlying zoning. The specific permitted uses of the downtown overlay district shall be noted in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."

(d) *Boundaries of the Downtown Overlay District.*

The downtown overlay district consists of those properties within the area located between Atlanta Highway south of Lights Ferry Road, northwest of Mulberry Street, southeast of Gainesville Street, and the intersection of Atlanta Highway at the intersection with Vireo Drive as depicted as shaded solid in the following map:



Flowery Branch Overlay Map

SECTION 2. SPECIFIC USES IN THE DOWNTOWN OVERLAY DISTRICT.

Properties located within the boundaries of the downtown overlay district with the underlying zoning of HB are hereby permitted to operate micro-breweries and micro-distilleries subject to the granting of a conditional use permit under the terms and conditions of Article 34 and compliance with any and all applicable state and local alcoholic beverage licensing requirements. The following changes to Table 9.1 are hereby made to reflect this potential additional use:

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Micro-brewery	X	X	X	X_1	C	X	X
Micro-distillery	X	X	X	X_1	C	X	X

1 HB zoned properties located within the downtown overlay district may operate micro-breweries or micro-distilleries subject to the granting of a Conditional Use Permit.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be November 21, 2024.

SECTION 5. REPEALER.

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

Approved this ____ day of _____ 2024.

_____
Edward R. Asbridge, Mayor

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____
Ted C. Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:
The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES:
The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facilityâ€™s operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated that the construction of the Flowery Branch WRF will take approximately two years to complete.

OPTIONS:
Approve or Deny

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

AMOUNT AND SOURCE OF FUNDS:
$988,650 - Sewer Bonds

RECOMMENDATION:

Authorize a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

SAMPLE MOTION:
I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Construction Management Contract ESG.pdf
- Task Order Flowery Branch WRF CM.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

DATE: October 31, 2024

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

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- $988,650 (Sewer Bonds)

COUNCIL ACTION REQUESTED ON:

PURPOSE: Authorizing a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

HISTORY: The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES: The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facility's operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated

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that the construction of the Flowery Branch WRF will take approximately two years to complete.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.00.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

City of Flowery Branch
General Services Agreement

Task Order No. 24-01

Task Order No. 24-01, is an Agreement ("AGREEMENT") between ESG Engineering, Inc and the City of Flowery Branch ("OWNER"), for a PROJECT generally described as follows: Flowery Branch Water Reclamation Facility (WRF) Expansion Construction Management.

Article 1. Scope of Work

The ENGINEER agrees to furnish OWNER with the following specific services:

Task 1 – Construction Oversight

The ENGINEER's Construction Manager (CM) will resolve technical, schedule, staffing and cost issues. Close contact will be maintained with the OWNER's designated point of contact who will be kept informed of technical, schedule, cost, and other issues affecting the construction work.

Pre-Construction Coordination

ENGINEER will provide pre-construction services prior to the construction of the Flowery Branch WRF expansion which will include the CM, and Document Controls Specialist, to coordinate pre-construction tasks. These tasks are described in further detail below.

Pre-Construction Meeting**:** ENGINEER shall coordinate and chair one (1) pre-construction conference to review PROJECT communication, coordination, and other procedures and discuss the Contractor's general work plan. The ENGINEER to provide preconstruction meeting agenda and minutes.

Construction Observation

Tasks performed by ENGINEER during construction are described below. ENGINEER will provide a full-time Construction Manager (2yrs) for the construction period.

Project Site Meetings: ENGINEER will conduct weekly meetings with the Contractor to discuss the Contractor's progress. (Contractor to provide agenda and minutes based on their planned weekly activities.)

Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and OWNER during the construction of the Flowery Branch WRF. ENGINEER will prepare written communications on an as-needed basis to the Contractor and provide recommendations to OWNER for written communications between OWNER and Contractor.

Contractor's Schedule: ENGINEER will review the Contractor's construction schedule monthly and verify that it is consistent with the requirements of the contract for construction. ENGINEER will advise the Contractor of discrepancies, if any. ENGINEER will provide a Project Controls specialist for schedule review.

As-Built Review: Engineer shall perform periodic reviews of the contractors field As-Built drawings. Upon completion of the project the ENGINEER will provide the OWNER with a scope and cost to modify

the facility As-Built drawings if required. (Given the simple nature of this expansion, it is not expected that significant drawing modification will be required)

Payment Requests: ENGINEER will receive and review monthly requests for payment from the Contractor. ENGINEER will verify that the amount requested reflects the progress of the Contractor's work and provide recommendations to OWNER as to the acceptability of the requests. ENGINEER shall also advise OWNER monthly as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Field/Change Orders: ENGINEER will receive and review the Contractor's response to any requests for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist OWNER with negotiations of the proposal and, upon approval by OWNER, prepare final change order documents for execution by OWNER and Contractor.

Claims and Disputes: ENGINEER will receive, log, and notify OWNER of written documentation including letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. ENGINEER will review such letters and notices and will discuss them with the Contractor, as necessary, to understand each such claim or dispute. ENGINEER will advise OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. ENGINEER will assist OWNER in discussions with the Contractor to resolve claims and disputes.

Review of Work: ENGINEER will conduct observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. This inspection work will be documented with photos and daily reports when necessary.

Deficient and Non-conforming Work: Should ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective or does not conform to the requirements of the contract or applicable rules and regulations, ENGINEER shall bring this to the attention of the Contractor and OWNER either verbally or in writing. ENGINEER shall thereupon monitor the Contractor's corrective actions and shall advise OWNER as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections: ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the PROJECT.

Subsurface and Physical Conditions: Whenever the Contractor notifies ENGINEER or OWNER of subsurface or physical conditions at the site which differ from that represented in the construction contract, ENGINEER will advise OWNER first verbally and then in writing and inspect the conditions at the site. ENGINEER will advise OWNER as to the appropriate action(s), and will assist OWNER in responding to the Contractor.

Testing Services: No testing services by the ENGINEER are included in this scope. The OWNER or Contractor will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. ENGINEER will assist in coordinating OWNER- or Contractor-provided testing, specialty inspection and survey services as well as review the

reports and other information prepared by the independent firms.

Off-Site Tests and Inspections: No factory or off-site testing observation by the ENGINEER is included in this scope. In the event such testing is needed, ENGINEER will, at the OWNER's request, coordinate tests and inspections of work, materials and equipment for the PROJECT at off-site facilities and at supplier's locations, as specified in the contract for construction. Upon request these services can be provided to the OWNER at additional cost. The cost of these services will be invoiced by ENGINEER on a time and expense basis.

Substantial and Final Completion: ENGINEER will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

Warranty Period Services: ENGINEER will participate in one (1) end-of-warranty period inspection one month prior to completion of the one-year warranty period and provide OWNER with a letter identifying any deficiencies found and recommended actions.

Contract Close Out: ENGINEER will assist OWNER in issuing documents for final completion and acceptance of the work to closeout the contract. ENGINEER will advise OWNER on final payment, release of retention, and release of insurance and bonds.

ENGINEER will coordinate with the Contractor for the submission of required manuals for operation and maintenance and for training of OWNER's staff by the Contractor.

ENGINEER will receive the Contractor's submittals of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. ENGINEER will advise OWNER as to the acceptability and compliance of these documents with the contract for construction.

ENGINEER will provide to OWNER project documents and records for final archiving.

Task 1 Hours Breakdown:

Staff/Role	Hours	Hourly Rate	Sub-Total
Brad Waller, CM	4,160	$140.00	$582,400
Electrical/Structural Inspections	250	$165.00	$41,250
Expenses			$10,000
		Total:	$633,650

Task 2 Office Engineering

Shop Drawings, Samples, and Submittals

Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: ENGINEER will provide technical reviews of the up to one hundred (100) Contractor's shop drawings, samples, and other submittals and maintain logs. It is estimated that ENGINEER will require up to four (4) hours to review each submittal. These hours will be split between the appropriate discipline leads as needed.

Proposed Substitutions: ENGINEER will review Contractor requests for substitution of materials and equipment and will advise OWNER as to the acceptability of such substitutions.

Contractor Clarifications and Interpretations: ENGINEER will review and provide up to one hundred (100) written responses to the Contractor's request for interpretation or clarification of the contract documents as is reasonable and in a timely fashion. ENGINEER will log and track the Contractor's requests. It is estimated that ENGINEER will require 2 hours per written response. These hours will be split among various discipline leads.

Startup Services: The ENGINEER will provide startup services as need to functionally and performance test all equipment installed and brought online during the construction project.

Document Controls System: The ENGINEER will help manage the document controls for submittals, RFIs, change orders, etc. through the use of an electronic document storage system provided by the CMAR.

Task 2 Office Engineering:

Service	**Lump Sum**
Office Engineering (Submittals, RFIs, Engineer Site Visit and Support)	$355,000
Total:	$355,000

Article 2. Compensation

Compensation by OWNER to ENGINEER will be as follows:

The total cost for Task Order No. 24-01, enumerated in ARTICLE 1 (Tasks 1 and 2) herein will be completed for the itemized amounts below totaling $988,650.00 unless changed by written amendment signed by both Parties.

Task 1 Construction Oversight…….$633,650 (Time and Materials Not to Exceed)
Task 2 Office Engineering……..$355,000 (Lump Sum)

OTHER PROVISIONS

As provided in the General Services Agreement, this TASK ORDER will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **City of Flowery Branch**.
Dated this _____ day of _____, 2024

By:_____
Name Title

For the **ESG Engineering, Inc**,
Dated this _____ day of _____, 2024

By:_____
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-009 for Water Sewer Rate Additional Years and Wastewater Connection System Developer Charges, Changes Effective January 1, 2025.

COUNCIL MEETING DATE: November 7, 2024

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 October 8, 2024, 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 22-021, signed November 3, 2022. This recommended rate changes will be effective 1/1/2025.

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. Resolution 24-009 extends the rate increases for water and sewer rates from FY2028 to FY2030, increasing the water rates 7% annually and sewer rates 8.7% annually. Additionally, it is recommended that we increase the Wastewater Connection System Development Charges, found in the table on page 15 of Resolution 24-009, effective January 1, 2025.

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:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion adopting resolution 24-009 for implementation of Water Sewer Rate Changes effective January 1, 2025.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Water Sewer Rate Changes effective 1-1-2025.pdf
- Res 24-009 Resolution for Water Sewer Rates eff 1-1-2025.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-009 for Water Sewer Rate additional years and Wastewater Connection System Developer Charges changes effective January 1, 2025.

DATE: November 7, 2024

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 07, 2024

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 October 8, 2024, 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 22-021, signed November 3, 2022. This recommended rate changes will be effective 1/1/2025.

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. Resolution 24-009 extends the rate increases for water and sewer rates from FY2028 to FY2030, increasing the water rates 7% annually and sewer rates 8.7% annually. Additionally, it is recommended that we increase the Wastewater Connection System Development charges, found in the table on page 15 of Resolution 24-009, effective January 1, 2025.

OPTIONS:

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

RECOMMENDED SAMPLE MOTION:

I make a motion adopting resolution 24-009 for implementation of Water Sewer Rate Changes effective January 1, 2025.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-009

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICES, 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, Section 50-1 of the Code of Ordinances 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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
1"	$23.16	$25.17	$27.36	$29.74	$31.83	$34.06
1 1/2”	$46.30	$50.33	$54.71	$59.47	$63.64	$68.10
2"	$74.08	$80.53	$87.53	$95.15	$101.82	$108.95
3"	$148.16	$161.05	$175.07	$190.30	$203.63	$217.89
4"	$231.51	$251.65	$273.54	$297.34	$318.16	$340.44
6"	$463.01	$503.30	$547.08	$594.68	$636.31	$680.86
8”	$740.82	$805.27	$875.33	$951.49	$1,018.10	$1,089.37

Inside City Non-Residential Monthly Water Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25
1"	$46.30	$50.33	$54.71	$59.47	$63.64	$68.10
1 1/2”	$92.60	$100.66	$109.42	$118.94	$127.27	$136.18
2"	$148.16	$161.05	$175.07	$190.30	$203.63	$217.89
3"	$296.33	$322.11	$350.13	$380.59	$407.24	$435.75
4"	$463.01	$503.30	$547.08	$594.68	$636.31	$680.86
6"	$926.03	$1,006.59	$1,094.17	$1,189.36	$1,272.62	$1,361.71
8”	$1,481.64	$1,610.55	$1,750.66	$1,902.97	$2,036.72	$2,178.72

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

***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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0-4,500	$6.55	$7.12	$7.74	$8.41	$9.00	$9.63
Tier 2	4,501-60,000	$8.19	$8.91	$9.68	$10.52	$11.26	$12.05
Tier 3	60,001 and above	$9.83	$10.68	$11.61	$12.62	$13.51	$14.46

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$9.26	$10.07	$10.94	$11.89	$12.91	$14.01
1"	$23.16	$25.17	$27.36	$29.74	$32.27	$35.02
1 1/2”	$46.30	$50.33	$54.71	$59.47	$64.53	$70.02
2"	$74.08	$80.53	$87.53	$95.15	$103.24	$112.02
3"	$148.16	$161.05	$175.07	$190.30	$206.48	$224.04
4"	$231.51	$251.65	$273.54	$297.34	$322.62	$350.05
6"	$463.01	$503.30	$547.08	$594.68	$645.23	$700.08
8”	$740.82	$805.27	$875.33	$951.49	$1.032.37	$1,120.13

Inside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$18.52	$20.13	$21.88	$23.79	$25.80	$28.02
1"	$46.30	$50.33	$54.71	$59.47	$64.53	$70.02
1 1/2”	$92.60	$100.66	$109.42	$118.94	$129.05	$140.02
2"	$148.16	$161.05	$175.07	$190.30	$206.48	$224.04
3"	$296.33	$322.11	$350.13	$380.59	$412.95	$448.06
4"	$463.01	$503.30	$547.08	$594.68	$645.23	$700.08
6"	$926.03	$1,006.59	$1,094.17	$1,189.36	$1,290.46	$1,400.15
8”	$1,481.64	$1,610.55	$1,750.66	$1,902.97	$2,064.73	$2,240.24

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Residential	$11.82	$12.84	$13.96	$15.18	$16.48	$17.89
Multi-Family	$9.59	$10.43	$11.34	$12.32	$13.37	$14.51
Non-Residential	$8.08	$8.78	$9.55	$10.38	$11.27	$12.23

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
	Base Charge					
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
1"	$28.95	$31.47	$34.21	$37.18	$39.79	$42.58
1 1/2”	$57.86	$62.89	$68.37	$74.31	$79.52	$85.09
2"	$92.58	$100.63	$109.39	$118.90	$127.23	$136.14
3"	$185.15	$201.26	$218.77	$237.81	$201.51	$215.62
4"	$289.30	$314.47	$341.83	$371.57	$397.58	$425.42
6"	$578.61	$628.95	$683.66	$743.14	$795.16	$850.83
8”	$925.77	$1,006.31	$1,093.86	$1,189.03	$1,272.27	$1,361.33

Outside City Non-Residential Water Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$23.14	$25.16	$27.35	$29.73	$31.82	$34.05
1"	$57.86	$62.89	$68.37	$74.31	$79.52	$85.09
1 1/2”	$115.72	$125.79	$136.73	$148.63	$159.04	$170.18
2"	$185.15	$201.26	$218.77	$237.81	$254.46	$272.28
3"	$370.31	$402.53	$437.54	$475.61	$508.91	$544.54
4"	$578.61	$628.95	$683.66	$743.14	$795.16	$850.83
6"	$1,157.21	$1,257.89	$1,367.33	$1,486.28	$1,590.32	$1,701.65
8”	$1,851.54	$2,012.63	$2,187.72	$2,378.06	$2,544.53	$2,722.65

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

***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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0-4,500	$8.19	$8.91	$9.68	$10.52	$11.26	$12.05
Tier 2	4,501-60,000	$10.25	$11.14	$12.11	$13.16	$14.09	$15.08
Tier 3	60,001 and above	$12.29	$13.36	$14.52	$15.79	$16.90	$18.09

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
3/4"	$11.57	$12.58	$13.67	$14.86	$16.13	$17.51
1"	$28.95	$31.47	$34.21	$37.18	$40.35	$43.78
1 1/2”	$57.86	$62.89	$68.37	$74.31	$80.63	$87.49
2"	$92.58	$100.63	$109.39	$118.90	$129.01	$139.98
3"	$185.15	$201.26	$218.77	$237.81	$204.33	$221.70
4"	$289.30	$314.47	$341.83	$371.57	$403.16	$437.43
6"	$578.61	$628.95	$683.66	$743.14	$806.31	$874.85
8”	$925.77	$1,006.31	$1,093.86	$1,189.03	$1,290.10	$1,399.76

Outside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
3/4"	$23.14	$25.16	$27.35	$29.73	$32.26	$35.01
1"	$57.86	$62.89	$68.37	$74.31	$80.63	$87.49
1 1/2”	$115.72	$125.79	$136.73	$148.63	$161.27	$174.98
2"	$185.15	$201.26	$218.77	$237.81	$258.03	$279.97
3"	$370.31	$402.53	$437.54	$475.61	$516.04	$559.91
4"	$578.61	$628.95	$683.66	$743.14	$806.31	$874.85
6"	$1,157.21	$1,257.89	$1,367.33	$1,486.28	$1,612.62	$1,749.70
8”	$1,851.54	$2,012.63	$2,187.72	$2,378.06	$2,580.20	$2,799.52

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Residential	$14.77	$16.06	$17.45	$18.97	$20.59	$22.35
Multi-Family	$11.98	$13.03	$14.16	$15.39	$16.70	$18.12
Non-Residential	$10.10	$10.97	$11.93	$12.97	$14.08	$15.28

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Base Charge	$10.58	$11.50	$12.50	$13.59	$14.75	$16.01
Unit Charge (All volume)	$11.94	$12.98	$14.11	$15.34	$16.65	$18.07
Outside City						
Base Charge	$13.23	$14.38	$15.63	$16.99	$18.44	$20.01
Unit Charge (All volume)	$14.94	$16.24	$17.65	$19.18	$20.82	$22.59

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	At Cost	Varies
1" Short	$593	At Cost	Varies
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
3/4" 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 (3/4" 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
3/4"	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-metering[1] 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 (at time of resolution) 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 (at time of resolution) 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
3/4" Meters used in Multiunit Attached Developments	0.7	$3,850	$50	$3,900
¾" Detached Single Family and individual businesses	1	$5,500	$50	$5,550
1"	2.5	$13,750	$100	$13,850
1 1/2"	5	$27,500	$100	$27,600
2"	8	$44,000	$100	$44,100
3"	16	$88,000	$100	$88,100
4"	25	$137,500	$100	$137,600
6"	50	$275,000	$100	$275,100
8"	80	$440,000	$100	$440,100

*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, 2025. once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 7th day of November 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted Baggett., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider October 2024 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: November 7, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:
GL 100-1110-511101 Mayor Meeting Per Diem

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- October 24 Mayor Asbridge Per Diem.pdf

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

Name: Mayor Edward R. Asbridge Month/Year: October 2024

Meeting Date	Description of Meeting
October 1, 2024	Chamber Commercial Real Estate
October 11, 2024	Chamber – EDC
October 22, 2024	Chamber Issues Committee at Flowery Branch Depot
October 29, 2024	Chamber – Jackson EMC UGA Speaker

My signature certifies that I am eligible to be paid for 4 meeting dates, a 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 $200.00

_____
Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider October 17, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: November 7, 2024

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

- Unofficial October 17, 2024 City Council Meeting Minutes.pdf

City of Flowery Branch
City Council Meeting
Thursday, October 17, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:01 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Human Resources Director Krystle Hightower, Director of Fun Renee Carden, and City Attorney Ted Baggett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

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

AWARDS & RECOGNITIONS: There were no awards or recognitions.

NEW BUSINESS -WORK SESSION:

Consider First Read for Ordinance 719, a Variance Request for 4865 Hog Mountain Road, Flowery Branch, GA.

Mr. Chris McCrary, Bowman Contracting, presented a presentation to consider Ordinance 719, a variance request for 4865 Hog Mountain Road, Flowery Branch, Georgia. The purpose of this ordinance is to grant a variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance Article 9, Table 9.2.

The following conditions set forth below are imposed on said property and shall be incorporated.

1. The minimum setback from abutting R – 1, R – 2, R – 3, TND or PUD zoned property shall be reduced to 10 feet.
2. The minimum width of the natural buffer abutting a R – 1, R – 2, R – 3, TND, or PUD property shall be reduced to a 10-foot replanted buffer.
3. The 10 – foot replanted buffer shall consist of an enhanced landscape strip including evergreen trees that shall be no less than eight (8) inches in caliper at the time of planting. Final landscape plan shall be reviewed for condition compliance by the Community Development Director.
4. The buffer shall include a solid six (6) foot high brick wall as measured from the finished grade to the top of the wall. The brick shall match the brick used in the building. Final wall design shall be reviewed for condition compliance by the Community Development Director.
5. The approval of the Variance does not provide approval of other non-conforming components that may be shown on the site plan. The applicant shall follow the process and procedures of filing a Land Disturbance Permit Application including the landscape, buffer and tree plan.
6. The applicant's engineer shall provide a right in access and a left in turning lane for access along Hog Mountain Road. The applicant's engineer shall design the left turn lane assuming the speed limit on Hog Mountain Road is 35 MPH.

Council held a discussion with Mr. Chris McCrary.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden noted upcoming events.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:18 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:18 p.m.

PUBLIC COMMENTS:

Darrell Baker, 100 World Drive, Suite 105, Peachtree City, Georgia.

Mr. Baker, agent for the developers of 4865 Hog Mountain Road, stated the developers of the property is agreeable to all the conditions set forth by Council. He further stated the owner is agreeable to additional conditions and the road improvements set forth by Council.

CONSENT AGENDA:

- Consider September 2024 Per Diem for Mayor Asbridge
- Consider October 3, 2024 City Council Meeting Minutes
- Consider October 8, 2024 Special Called City Council Meeting Minutes

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

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

NEW BUSINESS - VOTING SESSION:

Consider First Read for Ordinance 719, a Variance Request for 4865 Hog Mountain Road, Flowery Branch, GA.

City Clerk Cooper read the caption for Ordinance 719, a Variance Request for 4865 Hog Mountain Road, Flowery Branch, Georgia.

There was a motion made to approve the variance request as submitted for 4865 Hog Mountain Road.

MOTION: Oliver McClellan
SECOND: Chris Mundy

Council held a discussion and clarified the conditions of Ordinance 719.

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter an executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 6:30 p.m.

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

There was a motion made to exit executive session at 7:30 p.m.

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

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:30 p.m.

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

_____ _____ _____
Edward R. Asbridge, Mayor Date Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider the Second and Final Reading of Ordinance 719 for a Variance Request at 4865 Hog Mountain Road for TownePlace Suites.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:
4865 Hog Mountain, Parcel 15046 000145 - TownePlace Suites
Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance.
Article 9, Table 9.2 Dimensional Requirements for Nonresidential Zoning Districts:
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting the same districts as listed requires a rear setback buffer of 30â€™
Public Hearing Published October 5th, 2024; First reading on October 17th, 2024; Second reading on November 7th, 2024

FACTS AND ISSUES:
Approval of the Variance with the following conditions:
1. The minimum setback from abutting R-1, R-2, R-3, TND, or PUD zoned property shall be reduced to 10 feet.
2. The minimum width of the natural buffer abutting a R-1, R-2, R-3, TND, or PUD property shall be reduced to a 10-foot replanted buffer.
3. The 10-foot replanted buffer shall consist of an enhanced landscape strip including evergreen trees that shall be no less than eight (8) inches in caliper at the time of planting. Final landscape plan shall be reviewed for condition compliance by the Community Development Director.
4. The buffer shall include a solid eight (8) foot high brick wall as measured from the finished grade to the top of the wall and be located inside the buffer at the back of curb. The brick shall match the brick used in the building. Final wall design and location shall be reviewed for condition compliance by the Community Development Director.
5. The approval of the Variance does not provide approval of other non-conforming components that may be shown on the site plan. The applicant shall follow the process and procedures of filing a Land Disturbance Permit Application including the landscape, buffer and tree plan.
6. The applicantâ€™s engineer shall provide a right in access and a left in turning lane for access along Hog Mountain Road. The applicantâ€™s engineer shall design the left turn lane assuming the speed limit on Hog Mountain Road is 35MPH.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval with the conditions.

SAMPLE MOTION:
I make a motion to approve the second reading of Ordinance 719

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Ordinance 719 - 4865 Hog Moutain Road updated for 11-7-2024.pdf

Public Hearing Published	10/05/2024	First Reading	10/17/2024
Public Hearing	11/07/2024	Second Reading	11/07/2024

ORDINANCE 719

4865 Hog Mountain Road Variance Request

AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS SET FORTH IN THE CITY OF FLOWERY BRANCH ZONING ORDINANCE Article 9, Table 9.2, specifically Dimensional Requirements for Nonresidential Zoning Districts: *Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district,* 4865 Hog Mountain Road, TAX PARCEL IDENTIFICATION NO. 15046000145, OWNED BY FB TMK, LLC/Alpesh Patel – Managing Partner; AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, FB TMK LLC/Darrell Baker, agent for owner has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 4865 Hog Mountain Road; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on 11/07/2024, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of FB TMK LLC/Darrell Baker, agent for owner in conjunction with the standards set forth in Article 9, Table 9.2, Dimensional Requirements for Nonresidential Zoning District of the Zoning Ordinance.

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

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 9, Table 9.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

(a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;

(b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;

(c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

(d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;

(e) The special circumstances are not the result of the actions of the applicant;

(f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and

(g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 9, Table 9.2, Dimensional Requirements for Nonresidential Zoning Districts:

For properties zoned HB:

Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district of 30 feet.

Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district of 30 feet.

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

Public Hearing Published	10/05/2024	First Reading	10/17/2024
Public Hearing	11/07/2024	Second Reading	11/07/2024

SECTION 5. REPEALER.

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

Adopted this 7th day of November 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted C. Baggett, City Attorney

Exhibit "A"

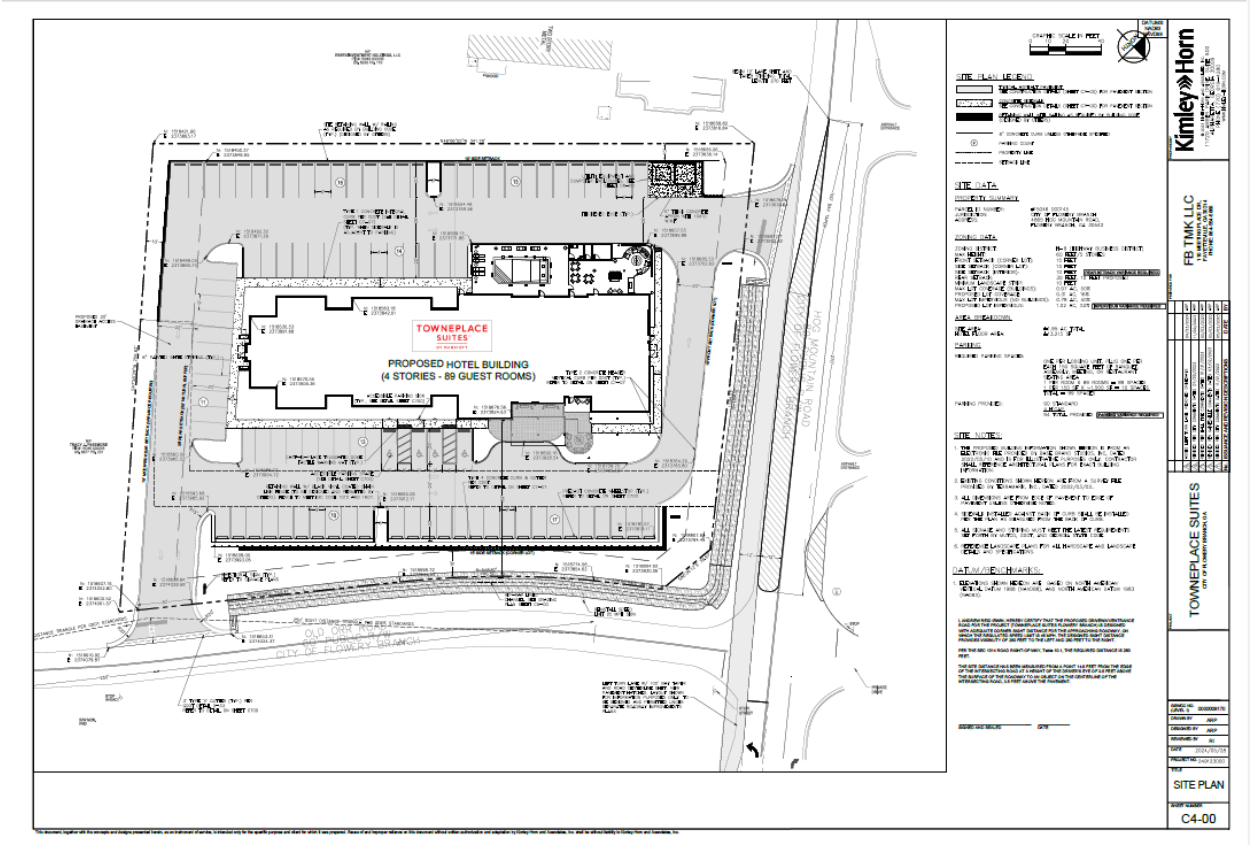

TOWNEPLACE SUITES
PROPOSED HOTEL BUILDING
(4 STORIES - 89 GUEST ROOMS)
OLD CHEYENNE MOUNTAIN ROAD
CITY OF COLORADO SPRINGS
CHEYENNE MOUNTAIN ROAD
OLD CHEYENNE MOUNTAIN ROAD
CITY OF FLOWARY BRANCH
SITE PLAN LEGEND
SITE DATA
SITE NOTES
DATUM/BENCHMARKS
Kimley»Horn
FB TMK LLC
TOWNEPLACE SUITES
SITE PLAN
C4-00

Exhibit "B"

LEGAL DESCRIPTION

PROPERTY DESCRIPTION

Being all that tract or parcel of land lying and being in Georgia Militia District 270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at the point of intersection of the southeasterly right-of-way line of Hog Mountain Road (having an 80' right-of-way) and the southwesterly right-of-way line of Old Orr Road (having a 60' right-of-way); thence, from said POINT OF BEGINNING as thus established, leaving the aforesaid right-of-way line of Hog Mountain Road and running with said right-of-way line of Old Orr Road,

1. South 85° 36' 12" East, 35.67 feet; thence,
2. South 38° 59' 44" East, 39.04 feet; thence,
3. 110.37 feet along the arc of a curve deflecting to the left, having a radius of 548.87 feet and a chord bearing and distance of South 46° 29' 31" East, 110.18 feet; thence,
4. South 52° 15' 08" East, 160.41 feet to a 1/2-inch rebar found bent; thence, leaving the aforesaid right-of-way line of Old Orr Road
5. South 47° 58' 28" West, 266.82 feet to a 3/4-inch open top pipe found; thence,
6. North 46° 06' 55" West, 341.78 feet to a 1/2-inch rebar found on the aforesaid right-of-way line of Hog Mountain Road; thence, running with the said right-of-way line of Hog Mountain Road,
7. North 49° 44' 18" East, 137.54 feet; thence,
8. 94.23 feet along the arc of a curve deflecting to the left, having a radius of 4164.10 feet and a chord bearing and distance of North 50° 29' 36" East, 94.23 feet to the Point of Beginning, containing 85,038 square feet or 1.9522 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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Exhibit "C"

1. The minimum setback from abutting R-1, R-2, R-3, TND, or PUD zoned property shall be reduced to 10 feet.
2. The minimum width of the natural buffer abutting a R-1, R-2, R-3, TND, or PUD property shall be reduced to a 10-foot replanted buffer.
3. The 10-foot replanted buffer shall consist of an enhanced landscape strip including evergreen trees that shall be no less than eight (8) inches in caliper at the time of planting. Final landscape plan shall be reviewed for condition compliance by the Community Development Director.
4. The buffer shall include a solid eight (8) foot high brick wall as measured from the finished grade to the top of the wall and be located inside the buffer at the back of curb. The brick shall match the brick used in the building. Final wall design and location shall be reviewed for condition compliance by the Community Development Director.
5. The approval of the Variance does not provide approval of other non-conforming components that may be shown on the site plan. The applicant shall follow the process and procedures of filing a Land Disturbance Permit Application including the landscape, buffer and tree plan.
6. The applicant's engineer shall provide a right in access and a left in turning lane for access along Hog Mountain Road. The applicant's engineer shall design the left turn lane assuming the speed limit on Hog Mountain Road is 35MPH.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and First Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:

FACTS AND ISSUES:
The City of Flowery Branch to consider a City of Flowery Branch initiated rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations: 6300 Jones Road (excluding the portion remaining in unincorporated Hall County), tax parcel identification number 08118 001015, 6294 Jones Road tax parcel identification number 08118 001009, 6290 Jones Road tax parcel identification number 08118 001002D, 6270 Jones Road tax parcel identification number 08118 001002E, 6258 Jones Road tax parcel identification number 08118 001012, 6246 Jones Road tax parcel identification number 08118 001020, and 6249 Jones Road tax parcel identification number 08118 001002F.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion for the first reading for a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Letter of Intent City of Flowery Branch Rezoning signed by Tonya.pdf
- Rezoning Staff Report Jones Road Tracts A to R-1.pdf
- Ordinance 722 FB Rezone 6300 Jones Rd.pdf

Monday, September 30th, 2024

Letter of Intent

The City of Flowery Branch intends to initiate Rezoning individual parcels per Code Section 34.2. from Agriculture (A) to Residential Low Density (R-1). The intended parcels to be rezoned are as follows:

Parcel 08118 001015 (with the exclusion of +/- 0.854 acres of unincorporated Hall Co.)
Parcel 08118 001009
Parcel 08118 001002D
Parcel 08118 001002E
Parcel 08118 001012
Parcel 08118 001020
Parcel 08118 001002F

Attached to the Letter of Intent is a survey and legal description of the parcels intended to be rezoned.

Tonya Parrish
City Manager
City of Flowery Branch, Georgia

Attachments:
Exhibit A Survey
Exhibit B Legal Description
Exhibit C Survey Unincorporated Hall County Portion of Parcel of 08118 001015 excluded.
Exhibit D Legal Description Unincorporated Hall County Portion of Parcel 08118 001015 excluded.

SURVEY MAP EXHIBIT A

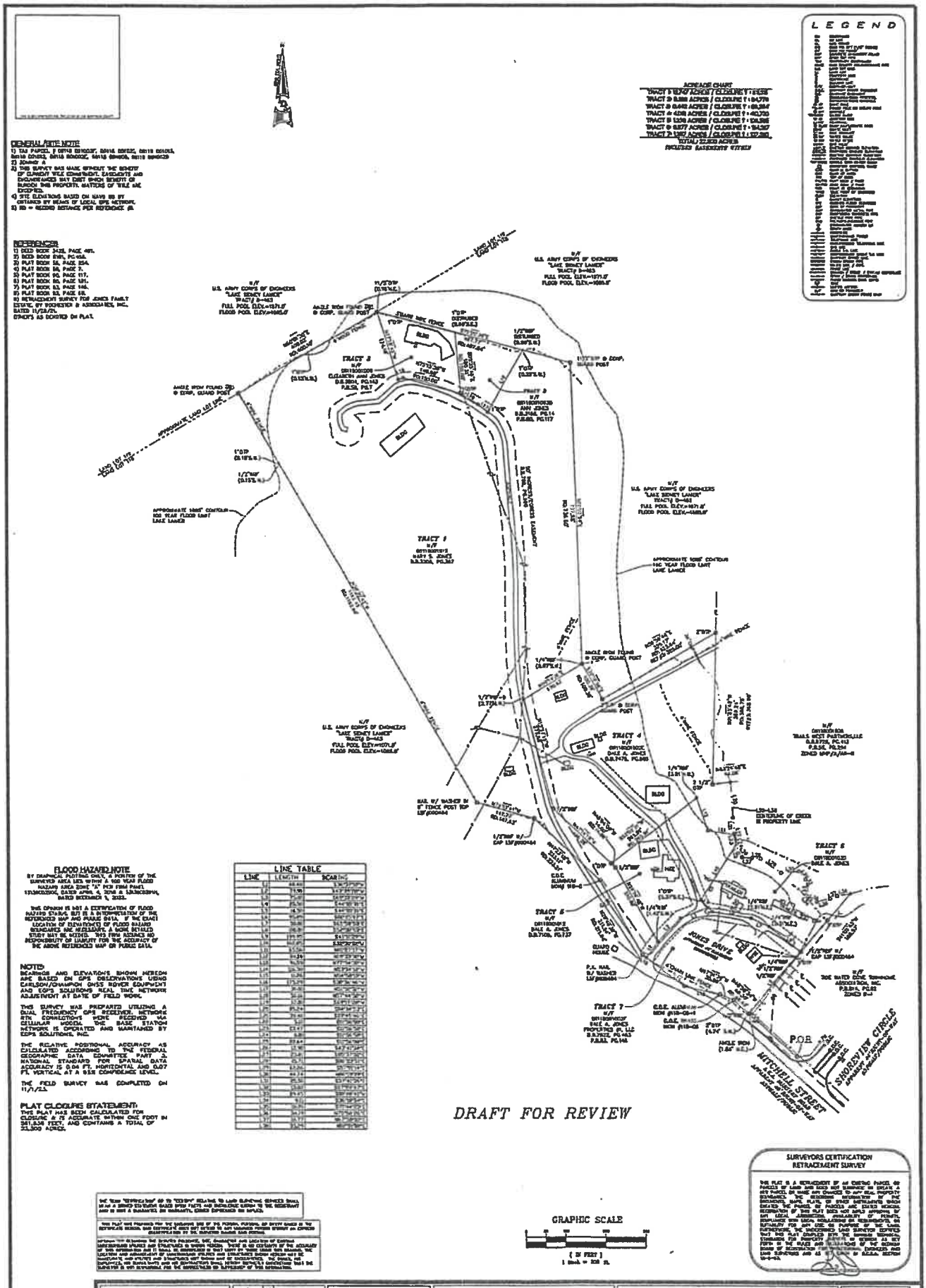


EXHIBIT B

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE form said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

EXHIBIT C

LEGEND

IPF	=	IRON PIN FOUND
IPS	=	1/2" REBAR PIN SET
LL	=	LAND LOT
LLL	=	LAND LOT LINE
P	=	PROPERTY LINE
℄	=	CENTERLINE
BL	=	BUILDING LINE
R/W	=	RIGHT-OF-WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
● MH	=	MANHOLE
CB	=	CATCH BASIN
JB	=	JUNCTION BOX
HW	=	HEADWALL
DI	=	DROP INLET
PP	=	POWER/UTILITY POLE
FH	=	FIRE HYDRANT
IE	=	INVERT ELEVATION
FFE	=	FINISHED FLOOR ELEVATION
BOC	=	BACK OF CURB
EP	=	EDGE OF PAVEMENT
—S—	=	SANITARY SEWER LINE/PIPE
═══	=	STORM SEWER LINE/PIPE
-x-x-x-	=	FENCE LINE
• • • • •	=	FLOOD HAZARD ZONE LINE
N/F	=	NOW OR FORMERLY
POC	=	POINT OF COMMENCEMENT
POB	=	POINT OF BEGINNING

GENERAL/SITE NOTE

1) TAX PARCEL # 08118 001015
2) ZONING: A
3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
5) RD = RECORD DISTANCE PER REFERENCE #9.

REFERENCES

1) DEED BOOK 3428, PAGE 481.
2) DEED BOOK 5181, PG.456.
3) PLAT BOOK 58, PAGE 234.
4) PLAT BOOK 58, PAGE 7.
5) PLAT BOOK 80, PAGE 117.
6) PLAT BOOK 80, PAGE 181.
7) PLAT BOOK 83, PAGE 146.
8) PLAT BOOK 92, PAGE 68.
9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.
OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C0290G, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

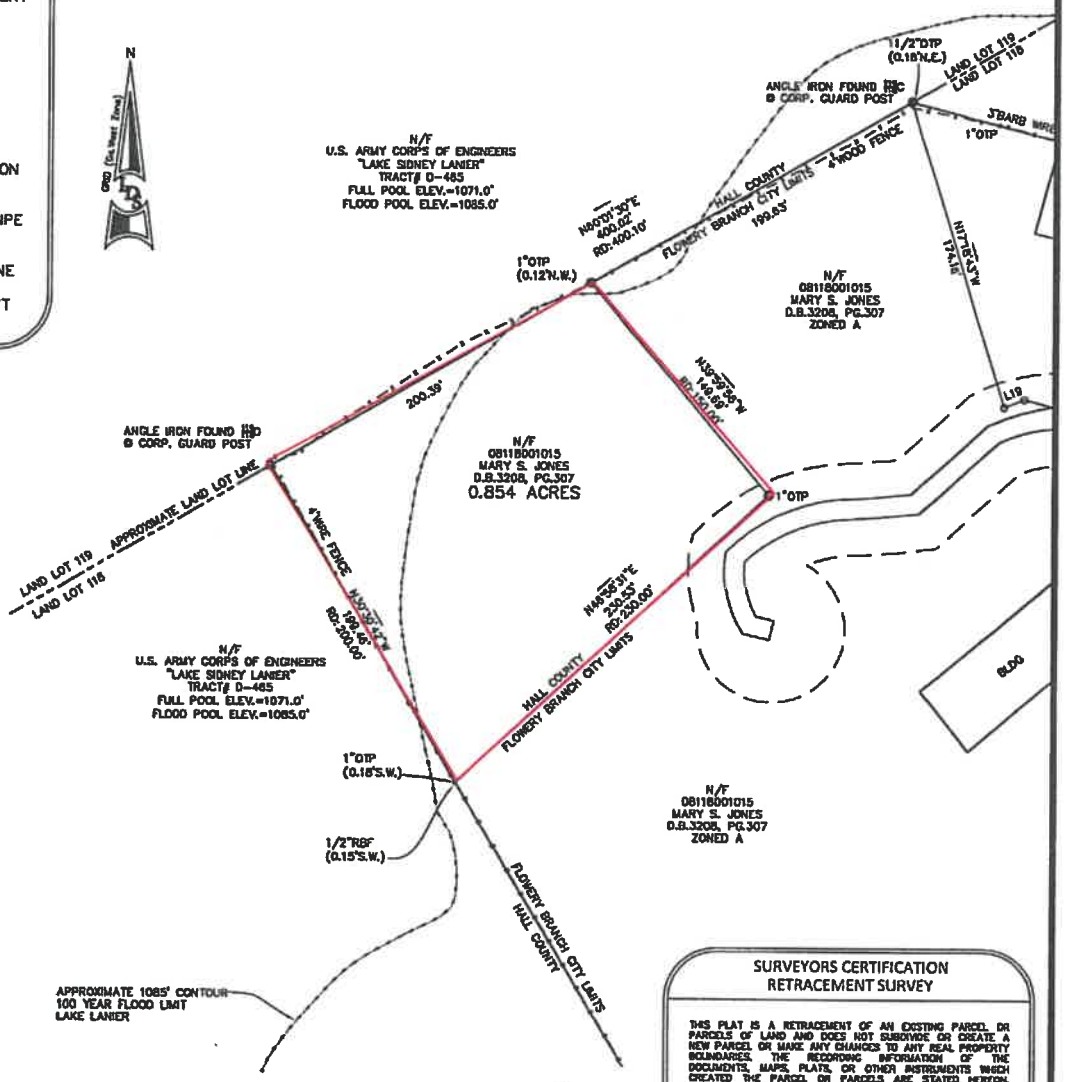
THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER. NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.



SURVEYORS CERTIFICATION
RETRACEMENT SURVEY

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.

GEORGIA REGISTERED LAND SURVEYOR
LEE RAY JOHNSTON

GRAPHIC SCALE

0 25 50 100 150

(IN FEET)
1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

RETRACEMENT SURVEY FOR:

H.CARSON SMITH

LAND DEVELOPMENT SURVEYORS, INC.
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEY @ BELLSOUTH.NET
COA LSF#000832

Date: 12/4/23 Land Lot: 118 District: 8th
County: HALL COUNTY, GA Scale: 1"=50'
Proj. Manager: Drawn By: MSF Checked By: LJJ
Job Number: 23180 File Number:
Sheet No. 1 of 1

EXHIBIT D

PORTION OF LAND EXCLUDED FROM REZONING

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

Memorandum

To: City of Flowery Branch, City Manager and City Council

From: Chris McCrary, Interim Planning and Zoning Director

Date: October 3rd, 2024

Subject: City Initiated Rezoning Case

Applicant: Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street, Flowery Branch, GA 30542
770-967-6371

Existing Zoning: A - Agriculture

Proposed Zoning: R-1- Residential Low Density

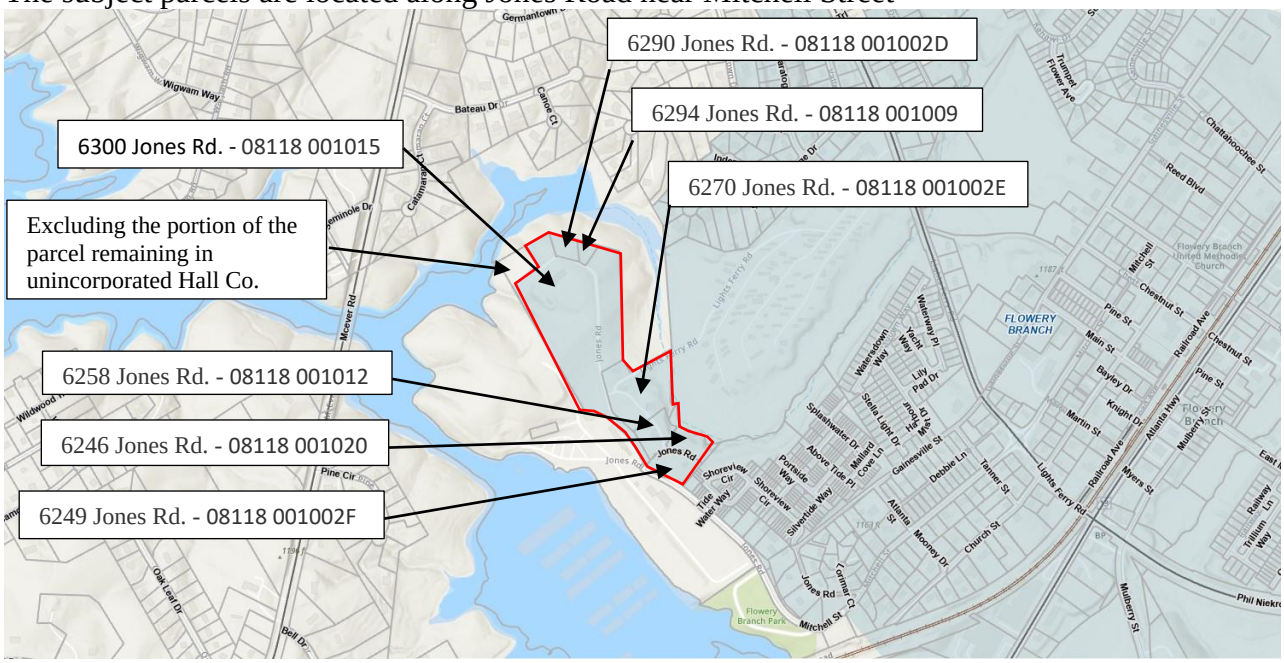
Location:

- 6300 Jones Road (excluding the portion remaining in unincorporated Hall County); tax parcel identification number **08118 001015,**
- 6294 Jones Road, tax parcel identification number **08118 001009,**
- 6290 Jones Road, tax parcel identification number **08118 001002D**,
- 6270 Jones Road tax parcel identification number **08118 001002E,**
- 6258 Jones Road tax parcel identification number **08118 001012,**
- 6246 Jones Road tax parcel identification number **08118 001020,**
- 6249 Jones Road tax parcel identification number **08118 001002F**

The City of Flowery Branch is initiating a rezoning from Agriculture (A) to Residential Low Density (R-1) for the above referenced tax parcels. Total parcel assemblage is +/- 21.44 aces excluding the +/- 0.854 acre portion of parcel 08118 001015 that is within unincorporated Hall County.

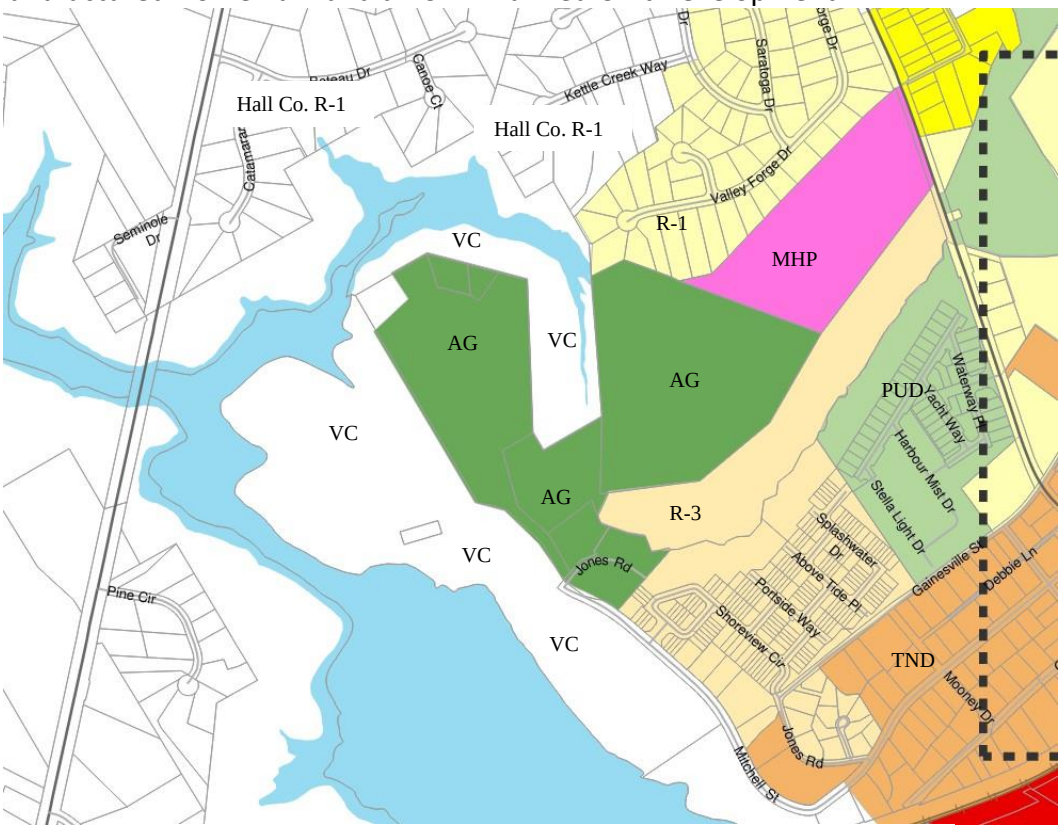
Location Map:

The subject parcels are located along Jones Road near Mitchell Street



Zoning Map:

The subject property is currently zoned A - Agriculture and proposed zoning is R-1 - Low Density Residential. The surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcels are Hall County V-C – Vacation Cottages. Nearby uses not directly adjacent to the subject site includes Hall County R-1 Low Density Residential, Flowery Branch R-1 - Low Density Residential, TND - Traditional Neighborhood Development, a MHP - Manufactured Home Park and a PUD - Planned Unit Development.



Legend

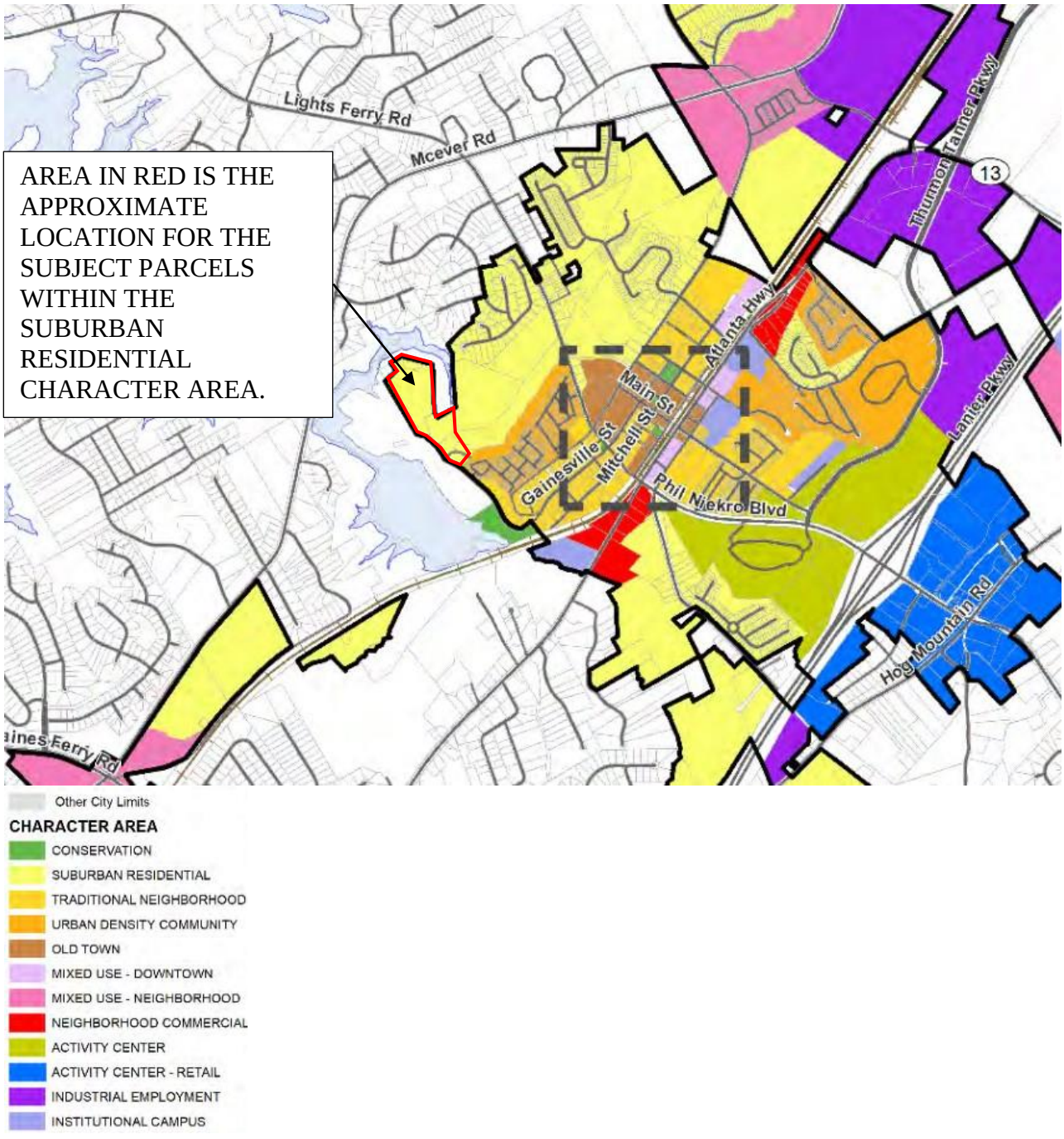
Zoning Districts

- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3)
- Traditional Neighborhood Development (TND)
- Planned Unit Development (PUD)
- Manufactured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)

Historic Districts

- Local Historic District

Future Development Map



Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to- moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family
  detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos













The Flowery Branch Comprehensive Plan Future Development Map indicates the subject parcels fall within the Suburban Residential Character Area. The proposed zoning to R-1 falls in harmony with the Suburban Residential Character Area based on the following criteria:

Land Use:

- Single Family Detached Residential

Zoning:

- R-1 Detached Single-Family, Low Density District

Design Principles:

- Larger lots (1/3 to 1 acre) with houses set back from the road,
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks,
- Use of high quality exterior cladding materials (that are consistent on each level of the home),
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry),
- Opportunities for meaningful open space, including shared areas for the benefit of residents.

The existing zoning A – Agriculture is not a listed zoning in the Suburban Residential Character area. So the existing zoning is not in harmony with the Flower Branch Comprehensive Plan Future Development Map. It's reasonable to believe that rezoning the subject site brings the area into the intended zoning from the Future Development Map.

Flowery Branch Code Section 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.**

Rezoning to R-1 Detached Single Family Low Density Residential will permit a use that is suitable in view of the use and development of adjacent and nearby property.

b) **Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.**

Rezoning to R-1 Detached Single Family Low Density Residential will not adversely affect the existing use or usability of adjacent or nearby property.

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.**

It's reasonable to believe that the current zoning of A- Agriculture does not have a reasonable economic use due to the trend of residential area development in Flowery Branch.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential should have no measurable impact on existing streets, transportation facilities, utilities, or schools.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential is in conformity with the Flowery Branch 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.**

There are no 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.

g) Existing use(s) and zoning of the subject property and nearby properties.

The surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcels are Hall County V-C – Vacation Cottages. Nearby uses not directly adjacent to the subject site includes Hall County R-1 Low Density Residential, Flowery Branch R-1 - Low Density Residential, TND - Traditional Neighborhood Development, a MHP - Manufactured Home Park and a PUD - Planned Unit Development.

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.

It's reasonable to believe that the property value would increase by re-zoning from Agriculture to R-1 Detached Single Family Low Density Residential

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 zoning map amendment approval will not be a deterrent to the value of adjacent property in accordance with existing regulations.

j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

There are nearby R-1 Detached Single Family Low Density Residential in the area.

k) **Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.**

Rezoning to R-1 Detached Single Family Low Density Residential is in harmony with the future land development of the Comprehensive Plan and will be a positive change aligning with the vision of the City.

l) **The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.**

The City of Flowery Branch will do an extensive review of stormwater management and erosion control, including but not limited to; drainage, soil erosion and sedimentation, flooding, air quality and water quality on any proposed development to minimize impact on the environment. The R-1 category of zoning is the lowest density use mentioned in the Comprehensive Plan which requires the largest lots. In R-1 mass grading can be avoided, disturbing areas only for infrastructure, streets and the homes. Limited grading and more undisturbed areas in the development helps with environmental impacts specifically in this case due to the proximity to Lake Lanier.

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.**

Rezoning to R-1 Detached Single Family Low Density Residential is in harmony with the future land development of the Comprehensive Plan

Recommendation:

Staff recommends the **APPROVAL** of the proposed rezoning from A- Agriculture to Rezoning to R-1 Detached Single Family Low Density Residential for the following parcels:

- 6300 Jones Road (excluding the portion remaining in unincorporated Hall County); tax parcel identification number **08118 001015,**
- 6294 Jones Road, tax parcel identification number **08118 001009,**
- 6290 Jones Road, tax parcel identification number **08118 001002D**,
- 6270 Jones Road tax parcel identification number **08118 001002E,**
- 6258 Jones Road tax parcel identification number **08118 001012,**
- 6246 Jones Road tax parcel identification number **08118 001020,**
- 6249 Jones Road tax parcel identification number **08118 001002F**

		First Reading	11/07/2024
Public Hearing	11/21/2024	Second Reading	11/21/2024

ORDINANCE 722

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWRY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 21.44+/-ACRES OF LAND, OWNED BY MARY S JONES, ELIZABETH ANN JONES, ANN JONES, DALE A JONES, AND DALE A JONES PROPERTIES #1 LLC, IDENTIFIED AS 6300, 6294, 6290, 6258, 6270, 6246 AND 6249 JONES ROAD, TAX PARCELS 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM FLOWERY BRANCH AGRICULTURAL DISTRICT (A) TO FLOWERY BRANCH RESIDENTIAL LOW DENSITY DISTRICT (R-1), AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B", PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the City of Flowery Branch, Georgia desires to rezone the property identified as 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road, Tas Parcels 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agriculture (A) to Residential Low Density (R-1); and

WHEREAS, a complete description of the property subject being rezoned is included herein; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on November 21, 2024, to consider the rezoning, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the appropriate zoning classification of the subject property in light of the comprehensive plan.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Flowery Branch Agricultural District (A) to Flowery Branch Residential Low Density District (R-1) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. Use as R-1 is appropriate given residential development trends and it is reasonable to believe the property will have reasonable economic value so zoned.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No precise determination has been made by staff with regard to the value differential between development under the current zoning as opposed to R-1, although it is reasonable to believe value would increase as a result of the rezoning.

8. A proposed development will not be a deterrent to the value

or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. REZONING.

The subject parcels, as shown on Exhibit "A" and as legally described in Exhibit "B", are hereby rezoned from Flowery Branch Agricultural District (A) to Flowery Branch Residential Low Density District (R-1).

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval.

SECTION 6. REPEALER.

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

Approved this 21st day of November 2024.

_____

Edward R. Asbridge, Mayor

_____

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____

Ted C. Baggett, City Attorney

Exhibit "A"

The subject parcels are located along Jones Road near Mitchell Street.

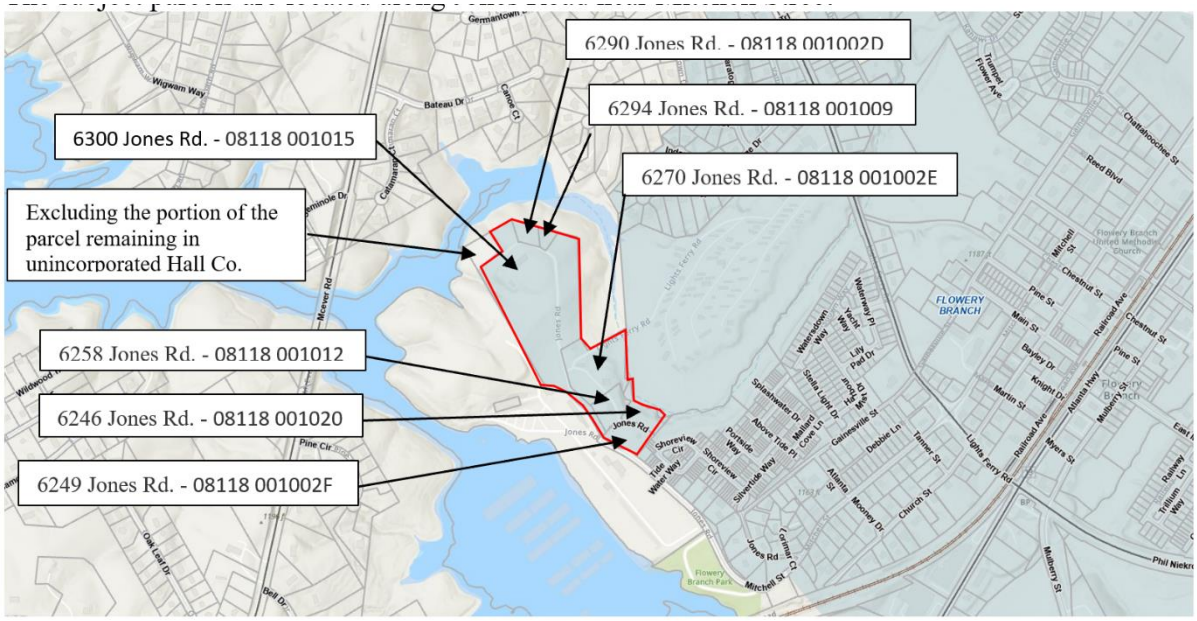


Exhibit "B"

LEGAL DESCRIPTION

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE form said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

Excluding the following portion of 6300 Jones Road, Tax Parcel 08118 001015:

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and First Reading of Ordinance 723 to Consider a Change in the Zoning Ordinance that would create a Downtown Overlay District.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approve a first reading of Ordinance 723.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Flowery Branch Downtown Overlay District Staff Report.pdf
- Flowery Branch Overlay Ordinance 723 11 01 24.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Community Development Director

Date: October 11th, 2024

Subject: City of Flowery Branch Downtown Overlay District (FBDOD)

Purpose:

The City of Flowery Branch has initiated several ordinances that seek to protect the character of the City's core downtown. The intent of creating a Downtown Overlay District is to consolidate each of the parts into one overlay and provide some additional uses and procedures unique to the downtown. The FBDOD will also advance the Comprehensive Plan's Implementation Strategy of the Old Town Character Area by moving forward updating the 2014 Old Town Redevelopment Plan to identify additional development / redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district. It's reasonable to believe that the City Council may want to revisit the FBDOD from time to time to further implement other strategies as growth of the city continues. For the purposes of the current exercise, the parts that will make up the Downtown Development District include:

- Define the FBDOD via reference of an overlay map.
- The Comprehensive Plan Old Town Character area's Design Principles, Land Uses and Zoning.
- The Central Business District (CBD) Zoning District.
- Historic Preservation District.
- The entirety of Chapter 8- Alcoholic Beverages with consideration of Code Section 8-114 (b) 2 Downtown Dining District revising / expanding the map provided in Ordinance No. 546. The intent is not to apply Code Section 8-114(b)2 into the entirety of the overlay but rather a smaller area within the overlay.
- Special provisions and procedures for specific uses in parcels located in the FBDOD that are zoned Highway Business – HB.
- A review of the prohibited signs often used in the core retail downtown.

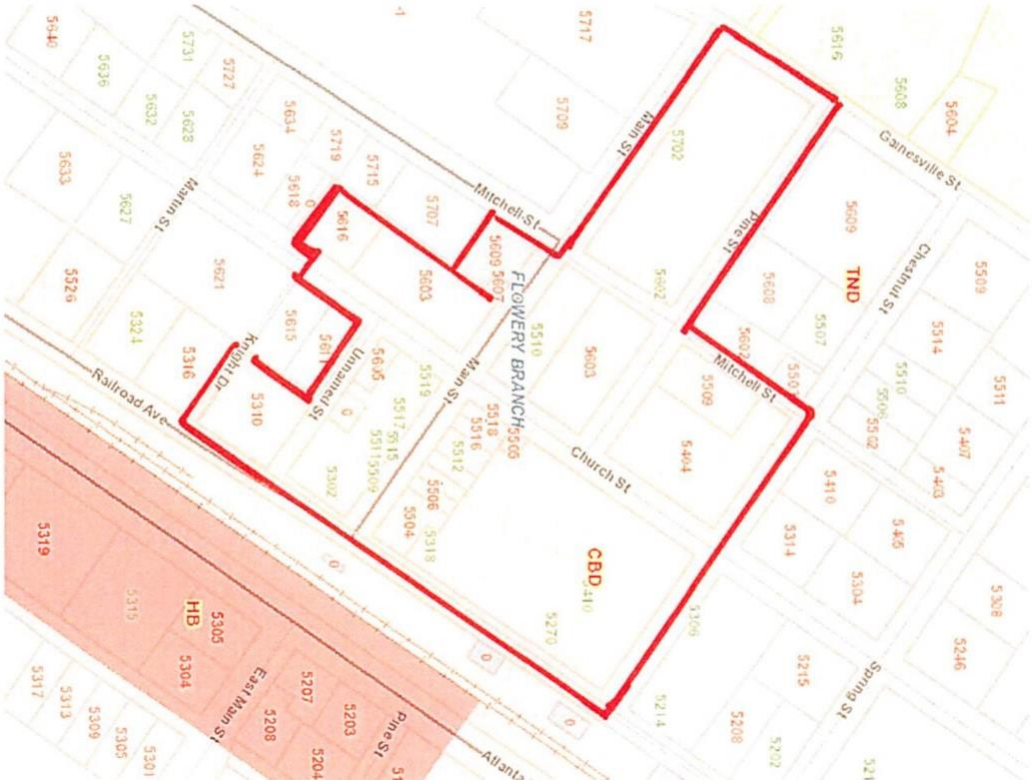
Flowery Branch Downtown Overlay District Map:

The FBDOD map is intended to graphically indicate the boundary limits of the overlay. The overlay should include by reference the parcels shown but also include on-street parking and parking lots owned by the City of Flowery Branch.



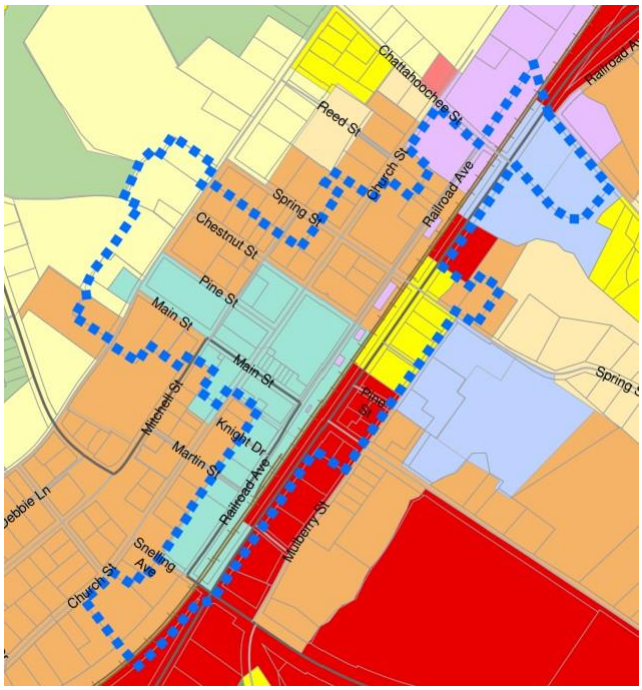
Outdoor Dining / Open Carry Map:

The intent of the FBDOD is to incorporate the current limits or expansion of the limits and code provisions of the current map by reference:



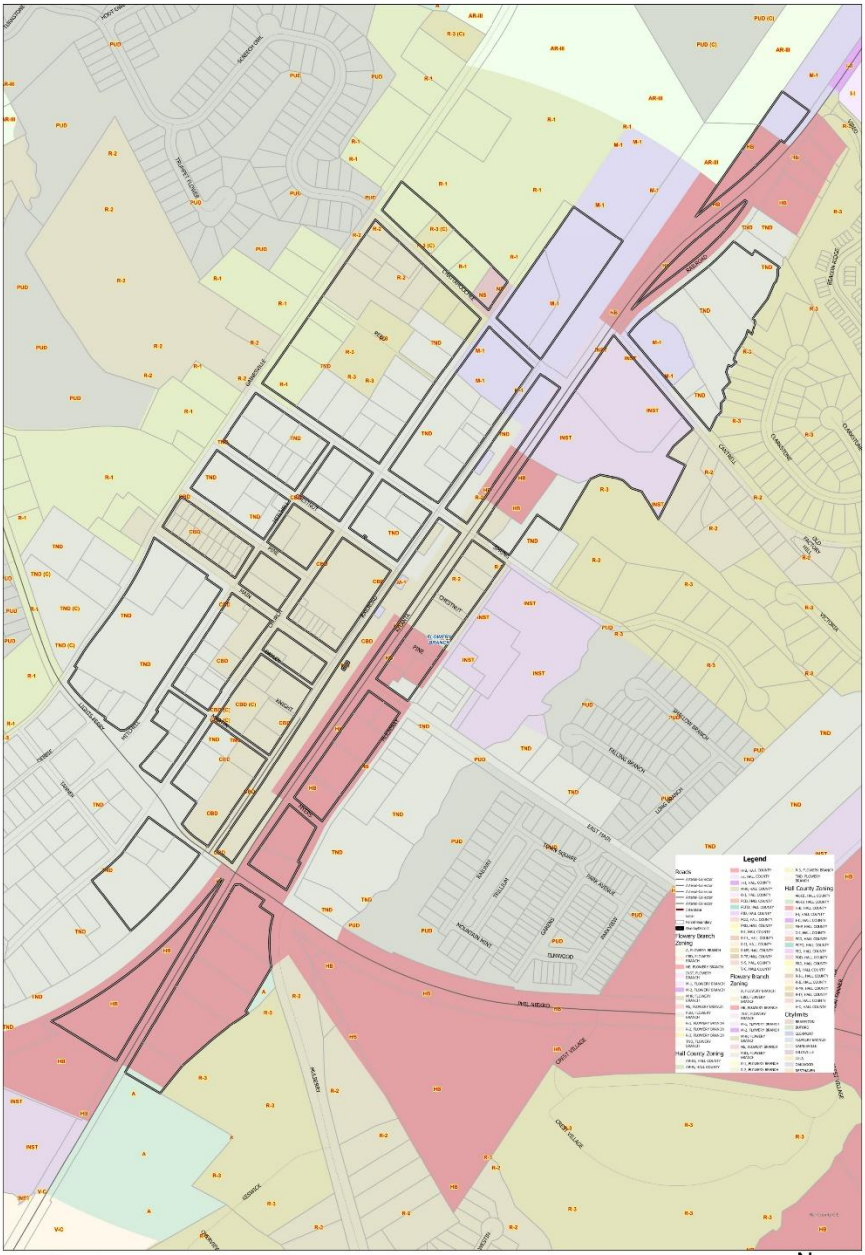
Flowery Branch Historic Preservation Map

The intent of the FBDOD is to incorporate the current limits and code provisions of the Flowery Branch Historic Preservation District by reference:



Flowery Branch Zoning Map:

The intent of the FBDOD is to incorporate the existing zonings and their code provisions for parcels within the FBDOD boundary, with special provisions for HB zoned parcels.



Zoning Categories Within the FBDOD:

TND: Traditional Neighborhood Development District
CBD: Central Business District
HB: Highway Business District
R-1: Residential, Detached Single-Family, Low-Density District
R-2: Residential, Detached Single Family
R-3: Removed from code but is shown on the zoning map.
M-1: Light Manufacturing and Industrial District
INST: Institutional District.

Flowery Branch Code Analysis

The city is exploring the possibility of permitting Micro-brewery and Micro-distillery operations within HB zoned parcels located within the FBDOD. This would be subject to the filing and approval of a Conditional Use Permit by the Mayor and City Council.

Section 9.4 – HB, Highway Business District

Purpose and Description. This zoning district is intended to implement the "activity center" and "activity center-retail" character areas established in the comprehensive plan. This zoning district will be an accessible center of businesses, services, and complementary uses with attractive building and site features and contributing extensively to the economic base of the city. The widest possible range of commercial uses is contemplated in this zoning district, except for industry, mixed use developments, and single-family residences including manufactured homes.

Currently the code prohibits Micro-brewery and Micro-distillery in the HB zoning district:

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB
Micro-brewery	X	X	X	X
Micro-distillery	X	X	X	X

Table 9.1 could be revised to allow Micro-brewery and Micro-distillery in HB if it's within the boundary of the FBDOD and secures approval of a Conditional Use Permit approved by the Mayor and City Council.

Table 9.1

Permitted and Conditional Uses in Nonresidential Zoning Districts

(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB
Micro-brewery	X	X	X	X *
Micro-distillery	X	X	X	X *

* Micro-brewery and Micro-distillery uses shall be allowed in the Highway Business District if the parcel is within the boundaries of the Flowery Branch Downtown Overlay District. The use is also subject to filing a Conditional Use Permit to be approved by the Mayor and City Council.

Article 24. – Signs – Section 24.8 Prohibited Signs

For the businesses in the CBD zoning district and mostly businesses along Main Street temporary or "A" frame signs are common. These signs add to the character of the area and provide information about merchandise, menus, or other forms of communication directed towards the pedestrians in the area. Per code the portable sidewalk signs are prohibited. The City may want to consider allowing these types of signs as a special provision in the Central Business District or in a designated area. The code revision could be similar to the following:

Portable sign:
Any sign, whether on its own trailer, wheels, or otherwise, which is designed to be transported from one place to another. It is characteristic of a portable sign that the space provided for advertising messages may be changed at will by the replacement of lettering or symbols (i.e., a changeable copy sign). Even if the wheels or supports of such sign are removed and the sign converted and attached, temporarily or permanently, to the ground or other structure, said sign shall remain a portable sign. In addition, the following shall be deemed a portable sign:

1. An umbrella used for advertising.
2. A sign mounted or painted on a junk vehicle as defined by the Zoning Ordinance of Flowery Branch
3. A sidewalk sign: A movable sign not secured or attached to the ground or surface upon which it is located.

Sec. 24.8. - Prohibited Signs.
The following signs and devices shall be prohibited:

(a)Animated signs, but not including multiple-message signs and multiple-message signs, electronic, as defined.
(b)Derelict signs.
(c)Inflatable signs, except as may be permitted in association with a temporary event approved by the Zoning Administrator.
(d)Pennants, streamers, and wind-blown or air-blown devices.
(e)Portable signs.*
*Sidewalk signs shall be allowed within the Flowery Branch Overlay District where the property is zoned CDB. The signs shall be no larger than 36"x42" and shall be placed in an area that does not obstruct pedestrian or handicap accessibility. The signs shall remain along the sidewalk and are prohibited to be on parking spaces or in the street. Each portable sign in the designated location shall apply for a sign permit with Community Development.

ORDINANCE NO. 723

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO CREATE A DOWNTOWN OVERLAY DISTRICT, TO PROVIDE FOR SPECIFIC USES IN SAID DISTRICT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the City Council wishes to create an overlay district to protect the character of the City's core downtown; and

WHEREAS, the City Council desires to provide additional uses unique to the downtown; and

WHEREAS, the City Council is undertaking to advance the vision for the downtown area as envisioned by the Comprehensive Plan; and

WHEREAS, the City Council held a public hearing at the meeting of November 21, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, as shall be set forth in the minutes of said meeting.

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

SECTION 1. CREATION OF THE DOWNTOWN OVERLAY DISTRICT

In accordance with Article 3 Section 3.6 of the Zoning Ordinance, a new Section 9.10 of Article 9 is hereby created and shall read as follows:

"Sec. 9.10. – DOD, Downtown Overlay District.

(a) *Purpose and Description.* The downtown overlay zoning district is intended to protect and promote the character of the City's core downtown, to provide additional uses unique to the downtown and to implement the "old town" and "mixed use downtown" character areas established in the comprehensive plan.

(b) *Permitted and Conditional Uses of Underlying Zoning to Remain*. The underlying zoning of all property located within the downtown overlay district and any permitted, conditional, or prohibited uses shall remain unchanged except as provided in subsection (c). Any applicable dimensional, design, or other requirements and conditions of zoning on such property shall likewise remain unchanged by virtue of the downtown overlay district, except as provided in subsection (c).

(c) *Specific Additional Permitted and Conditional Uses.*

Where the downtown overlay district specifically allows a conditional or permitted use that differs from those in the underlying zoning of a property, the differing uses specifically provided for in the downtown overlay district shall prevail over those in the underlying zoning. The specific permitted uses of the downtown overlay district shall be noted in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."

(d) *Boundaries of the Downtown Overlay District.*

The downtown overlay district consists of those properties within the area located between Atlanta Highway south of Lights Ferry Road, northwest of Mulberry Street, southeast of Gainesville Street, and the intersection of Atlanta Highway at the intersection with Vireo Drive as depicted as shaded solid in the following map:



Flowery Branch Overlay Map

SECTION 2. SPECIFIC USES IN THE DOWNTOWN OVERLAY DISTRICT.

Properties located within the boundaries of the downtown overlay district with the underlying zoning of HB are hereby permitted to operate micro-breweries and micro-distilleries subject to the granting of a conditional use permit under the terms and conditions of Article 34 and compliance with any and all applicable state and local alcoholic beverage licensing requirements. The following changes to Table 9.1 are hereby made to reflect this potential additional use:

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Micro-brewery	X	X	X	X_1	C	X	X
Micro-distillery	X	X	X	X_1	C	X	X

1 HB zoned properties located within the downtown overlay district may operate micro-breweries or micro-distilleries subject to the granting of a Conditional Use Permit.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be November 21, 2024.

SECTION 5. REPEALER.

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

Approved this ____ day of _____ 2024.

_____
Edward R. Asbridge, Mayor

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____
Ted C. Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:
The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES:
The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facilityâ€™s operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated that the construction of the Flowery Branch WRF will take approximately two years to complete.

OPTIONS:
Approve or Deny

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

AMOUNT AND SOURCE OF FUNDS:
$988,650 - Sewer Bonds

RECOMMENDATION:

Authorize a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

SAMPLE MOTION:
I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Construction Management Contract ESG.pdf
- Task Order Flowery Branch WRF CM.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

DATE: October 31, 2024

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

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- $988,650 (Sewer Bonds)

COUNCIL ACTION REQUESTED ON:

PURPOSE: Authorizing a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

HISTORY: The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES: The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facility's operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated

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that the construction of the Flowery Branch WRF will take approximately two years to complete.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.00.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

City of Flowery Branch
General Services Agreement

Task Order No. 24-01

Task Order No. 24-01, is an Agreement ("AGREEMENT") between ESG Engineering, Inc and the City of Flowery Branch ("OWNER"), for a PROJECT generally described as follows: Flowery Branch Water Reclamation Facility (WRF) Expansion Construction Management.

Article 1. Scope of Work

The ENGINEER agrees to furnish OWNER with the following specific services:

Task 1 – Construction Oversight

The ENGINEER's Construction Manager (CM) will resolve technical, schedule, staffing and cost issues. Close contact will be maintained with the OWNER's designated point of contact who will be kept informed of technical, schedule, cost, and other issues affecting the construction work.

Pre-Construction Coordination

ENGINEER will provide pre-construction services prior to the construction of the Flowery Branch WRF expansion which will include the CM, and Document Controls Specialist, to coordinate pre-construction tasks. These tasks are described in further detail below.

Pre-Construction Meeting**:** ENGINEER shall coordinate and chair one (1) pre-construction conference to review PROJECT communication, coordination, and other procedures and discuss the Contractor's general work plan. The ENGINEER to provide preconstruction meeting agenda and minutes.

Construction Observation

Tasks performed by ENGINEER during construction are described below. ENGINEER will provide a full-time Construction Manager (2yrs) for the construction period.

Project Site Meetings: ENGINEER will conduct weekly meetings with the Contractor to discuss the Contractor's progress. (Contractor to provide agenda and minutes based on their planned weekly activities.)

Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and OWNER during the construction of the Flowery Branch WRF. ENGINEER will prepare written communications on an as-needed basis to the Contractor and provide recommendations to OWNER for written communications between OWNER and Contractor.

Contractor's Schedule: ENGINEER will review the Contractor's construction schedule monthly and verify that it is consistent with the requirements of the contract for construction. ENGINEER will advise the Contractor of discrepancies, if any. ENGINEER will provide a Project Controls specialist for schedule review.

As-Built Review: Engineer shall perform periodic reviews of the contractors field As-Built drawings. Upon completion of the project the ENGINEER will provide the OWNER with a scope and cost to modify

the facility As-Built drawings if required. (Given the simple nature of this expansion, it is not expected that significant drawing modification will be required)

Payment Requests: ENGINEER will receive and review monthly requests for payment from the Contractor. ENGINEER will verify that the amount requested reflects the progress of the Contractor's work and provide recommendations to OWNER as to the acceptability of the requests. ENGINEER shall also advise OWNER monthly as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Field/Change Orders: ENGINEER will receive and review the Contractor's response to any requests for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist OWNER with negotiations of the proposal and, upon approval by OWNER, prepare final change order documents for execution by OWNER and Contractor.

Claims and Disputes: ENGINEER will receive, log, and notify OWNER of written documentation including letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. ENGINEER will review such letters and notices and will discuss them with the Contractor, as necessary, to understand each such claim or dispute. ENGINEER will advise OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. ENGINEER will assist OWNER in discussions with the Contractor to resolve claims and disputes.

Review of Work: ENGINEER will conduct observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. This inspection work will be documented with photos and daily reports when necessary.

Deficient and Non-conforming Work: Should ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective or does not conform to the requirements of the contract or applicable rules and regulations, ENGINEER shall bring this to the attention of the Contractor and OWNER either verbally or in writing. ENGINEER shall thereupon monitor the Contractor's corrective actions and shall advise OWNER as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections: ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the PROJECT.

Subsurface and Physical Conditions: Whenever the Contractor notifies ENGINEER or OWNER of subsurface or physical conditions at the site which differ from that represented in the construction contract, ENGINEER will advise OWNER first verbally and then in writing and inspect the conditions at the site. ENGINEER will advise OWNER as to the appropriate action(s), and will assist OWNER in responding to the Contractor.

Testing Services: No testing services by the ENGINEER are included in this scope. The OWNER or Contractor will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. ENGINEER will assist in coordinating OWNER- or Contractor-provided testing, specialty inspection and survey services as well as review the

reports and other information prepared by the independent firms.

Off-Site Tests and Inspections: No factory or off-site testing observation by the ENGINEER is included in this scope. In the event such testing is needed, ENGINEER will, at the OWNER's request, coordinate tests and inspections of work, materials and equipment for the PROJECT at off-site facilities and at supplier's locations, as specified in the contract for construction. Upon request these services can be provided to the OWNER at additional cost. The cost of these services will be invoiced by ENGINEER on a time and expense basis.

Substantial and Final Completion: ENGINEER will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

Warranty Period Services: ENGINEER will participate in one (1) end-of-warranty period inspection one month prior to completion of the one-year warranty period and provide OWNER with a letter identifying any deficiencies found and recommended actions.

Contract Close Out: ENGINEER will assist OWNER in issuing documents for final completion and acceptance of the work to closeout the contract. ENGINEER will advise OWNER on final payment, release of retention, and release of insurance and bonds.

ENGINEER will coordinate with the Contractor for the submission of required manuals for operation and maintenance and for training of OWNER's staff by the Contractor.

ENGINEER will receive the Contractor's submittals of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. ENGINEER will advise OWNER as to the acceptability and compliance of these documents with the contract for construction.

ENGINEER will provide to OWNER project documents and records for final archiving.

Task 1 Hours Breakdown:

Staff/Role	Hours	Hourly Rate	Sub-Total
Brad Waller, CM	4,160	$140.00	$582,400
Electrical/Structural Inspections	250	$165.00	$41,250
Expenses			$10,000
		Total:	$633,650

Task 2 Office Engineering

Shop Drawings, Samples, and Submittals

Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: ENGINEER will provide technical reviews of the up to one hundred (100) Contractor's shop drawings, samples, and other submittals and maintain logs. It is estimated that ENGINEER will require up to four (4) hours to review each submittal. These hours will be split between the appropriate discipline leads as needed.

Proposed Substitutions: ENGINEER will review Contractor requests for substitution of materials and equipment and will advise OWNER as to the acceptability of such substitutions.

Contractor Clarifications and Interpretations: ENGINEER will review and provide up to one hundred (100) written responses to the Contractor's request for interpretation or clarification of the contract documents as is reasonable and in a timely fashion. ENGINEER will log and track the Contractor's requests. It is estimated that ENGINEER will require 2 hours per written response. These hours will be split among various discipline leads.

Startup Services: The ENGINEER will provide startup services as need to functionally and performance test all equipment installed and brought online during the construction project.

Document Controls System: The ENGINEER will help manage the document controls for submittals, RFIs, change orders, etc. through the use of an electronic document storage system provided by the CMAR.

Task 2 Office Engineering:

Service	**Lump Sum**
Office Engineering (Submittals, RFIs, Engineer Site Visit and Support)	$355,000
Total:	$355,000

Article 2. Compensation

Compensation by OWNER to ENGINEER will be as follows:

The total cost for Task Order No. 24-01, enumerated in ARTICLE 1 (Tasks 1 and 2) herein will be completed for the itemized amounts below totaling $988,650.00 unless changed by written amendment signed by both Parties.

Task 1 Construction Oversight…….$633,650 (Time and Materials Not to Exceed)
Task 2 Office Engineering……..$355,000 (Lump Sum)

OTHER PROVISIONS

As provided in the General Services Agreement, this TASK ORDER will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **City of Flowery Branch**.
Dated this _____ day of _____, 2024

By:_____
Name Title

For the **ESG Engineering, Inc**,
Dated this _____ day of _____, 2024

By:_____
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-009 for Water Sewer Rate Additional Years and Wastewater Connection System Developer Charges, Changes Effective January 1, 2025.

COUNCIL MEETING DATE: November 7, 2024

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 October 8, 2024, 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 22-021, signed November 3, 2022. This recommended rate changes will be effective 1/1/2025.

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. Resolution 24-009 extends the rate increases for water and sewer rates from FY2028 to FY2030, increasing the water rates 7% annually and sewer rates 8.7% annually. Additionally, it is recommended that we increase the Wastewater Connection System Development Charges, found in the table on page 15 of Resolution 24-009, effective January 1, 2025.

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:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion adopting resolution 24-009 for implementation of Water Sewer Rate Changes effective January 1, 2025.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Water Sewer Rate Changes effective 1-1-2025.pdf
- Res 24-009 Resolution for Water Sewer Rates eff 1-1-2025.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-009 for Water Sewer Rate additional years and Wastewater Connection System Developer Charges changes effective January 1, 2025.

DATE: November 7, 2024

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 07, 2024

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 October 8, 2024, 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 22-021, signed November 3, 2022. This recommended rate changes will be effective 1/1/2025.

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. Resolution 24-009 extends the rate increases for water and sewer rates from FY2028 to FY2030, increasing the water rates 7% annually and sewer rates 8.7% annually. Additionally, it is recommended that we increase the Wastewater Connection System Development charges, found in the table on page 15 of Resolution 24-009, effective January 1, 2025.

OPTIONS:

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

RECOMMENDED SAMPLE MOTION:

I make a motion adopting resolution 24-009 for implementation of Water Sewer Rate Changes effective January 1, 2025.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-009

A RESOLUTION ESTABLISHING THE USE RATES FOR WATER AND SEWER SERVICES, 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, Section 50-1 of the Code of Ordinances 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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
1"	$23.16	$25.17	$27.36	$29.74	$31.83	$34.06
1 1/2”	$46.30	$50.33	$54.71	$59.47	$63.64	$68.10
2"	$74.08	$80.53	$87.53	$95.15	$101.82	$108.95
3"	$148.16	$161.05	$175.07	$190.30	$203.63	$217.89
4"	$231.51	$251.65	$273.54	$297.34	$318.16	$340.44
6"	$463.01	$503.30	$547.08	$594.68	$636.31	$680.86
8”	$740.82	$805.27	$875.33	$951.49	$1,018.10	$1,089.37

Inside City Non-Residential Monthly Water Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25
1"	$46.30	$50.33	$54.71	$59.47	$63.64	$68.10
1 1/2”	$92.60	$100.66	$109.42	$118.94	$127.27	$136.18
2"	$148.16	$161.05	$175.07	$190.30	$203.63	$217.89
3"	$296.33	$322.11	$350.13	$380.59	$407.24	$435.75
4"	$463.01	$503.30	$547.08	$594.68	$636.31	$680.86
6"	$926.03	$1,006.59	$1,094.17	$1,189.36	$1,272.62	$1,361.71
8”	$1,481.64	$1,610.55	$1,750.66	$1,902.97	$2,036.72	$2,178.72

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$7.41	$8.06	$8.76	$9.52	$10.19	$10.91
Tier 2	2,501 - 4,500	$9.12	$9.91	$10.77	$11.71	$12.53	$13.41
Tier 3	Above 4,500	$14.82	$16.11	$17.51	$19.04	$20.38	$21.81

***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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0-4,500	$6.55	$7.12	$7.74	$8.41	$9.00	$9.63
Tier 2	4,501-60,000	$8.19	$8.91	$9.68	$10.52	$11.26	$12.05
Tier 3	60,001 and above	$9.83	$10.68	$11.61	$12.62	$13.51	$14.46

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$9.26	$10.07	$10.94	$11.89	$12.91	$14.01
1"	$23.16	$25.17	$27.36	$29.74	$32.27	$35.02
1 1/2”	$46.30	$50.33	$54.71	$59.47	$64.53	$70.02
2"	$74.08	$80.53	$87.53	$95.15	$103.24	$112.02
3"	$148.16	$161.05	$175.07	$190.30	$206.48	$224.04
4"	$231.51	$251.65	$273.54	$297.34	$322.62	$350.05
6"	$463.01	$503.30	$547.08	$594.68	$645.23	$700.08
8”	$740.82	$805.27	$875.33	$951.49	$1.032.37	$1,120.13

Inside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$18.52	$20.13	$21.88	$23.79	$25.80	$28.02
1"	$46.30	$50.33	$54.71	$59.47	$64.53	$70.02
1 1/2”	$92.60	$100.66	$109.42	$118.94	$129.05	$140.02
2"	$148.16	$161.05	$175.07	$190.30	$206.48	$224.04
3"	$296.33	$322.11	$350.13	$380.59	$412.95	$448.06
4"	$463.01	$503.30	$547.08	$594.68	$645.23	$700.08
6"	$926.03	$1,006.59	$1,094.17	$1,189.36	$1,290.46	$1,400.15
8”	$1,481.64	$1,610.55	$1,750.66	$1,902.97	$2,064.73	$2,240.24

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Residential	$11.82	$12.84	$13.96	$15.18	$16.48	$17.89
Multi-Family	$9.59	$10.43	$11.34	$12.32	$13.37	$14.51
Non-Residential	$8.08	$8.78	$9.55	$10.38	$11.27	$12.23

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
	Base Charge					
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
1"	$28.95	$31.47	$34.21	$37.18	$39.79	$42.58
1 1/2”	$57.86	$62.89	$68.37	$74.31	$79.52	$85.09
2"	$92.58	$100.63	$109.39	$118.90	$127.23	$136.14
3"	$185.15	$201.26	$218.77	$237.81	$201.51	$215.62
4"	$289.30	$314.47	$341.83	$371.57	$397.58	$425.42
6"	$578.61	$628.95	$683.66	$743.14	$795.16	$850.83
8”	$925.77	$1,006.31	$1,093.86	$1,189.03	$1,272.27	$1,361.33

Outside City Non-Residential Water Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.54	$3.79
Base Charge						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
3/4"	$23.14	$25.16	$27.35	$29.73	$31.82	$34.05
1"	$57.86	$62.89	$68.37	$74.31	$79.52	$85.09
1 1/2”	$115.72	$125.79	$136.73	$148.63	$159.04	$170.18
2"	$185.15	$201.26	$218.77	$237.81	$254.46	$272.28
3"	$370.31	$402.53	$437.54	$475.61	$508.91	$544.54
4"	$578.61	$628.95	$683.66	$743.14	$795.16	$850.83
6"	$1,157.21	$1,257.89	$1,367.33	$1,486.28	$1,590.32	$1,701.65
8”	$1,851.54	$2,012.63	$2,187.72	$2,378.06	$2,544.53	$2,722.65

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0 - 2,500	$9.26	$10.07	$10.94	$11.89	$12.73	$13.63
Tier 2	2,501 - 4,500	$11.57	$12.58	$13.67	$14.86	$15.91	$17.03
Tier 3	Above 4,500	$18.52	$20.13	$21.88	$23.79	$25.46	$27.25

***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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Tier 1	0-4,500	$8.19	$8.91	$9.68	$10.52	$11.26	$12.05
Tier 2	4,501-60,000	$10.25	$11.14	$12.11	$13.16	$14.09	$15.08
Tier 3	60,001 and above	$12.29	$13.36	$14.52	$15.79	$16.90	$18.09

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
3/4"	$11.57	$12.58	$13.67	$14.86	$16.13	$17.51
1"	$28.95	$31.47	$34.21	$37.18	$40.35	$43.78
1 1/2”	$57.86	$62.89	$68.37	$74.31	$80.63	$87.49
2"	$92.58	$100.63	$109.39	$118.90	$129.01	$139.98
3"	$185.15	$201.26	$218.77	$237.81	$204.33	$221.70
4"	$289.30	$314.47	$341.83	$371.57	$403.16	$437.43
6"	$578.61	$628.95	$683.66	$743.14	$806.31	$874.85
8”	$925.77	$1,006.31	$1,093.86	$1,189.03	$1,290.10	$1,399.76

Outside City Non-Residential Wastewater Monthly Charges

Account Servicing Fee						
Meter Size	**Current**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
All	$2.57	$2.79	$3.04	$3.30	$3.59	$3.90
Base Charge						
3/4"	$23.14	$25.16	$27.35	$29.73	$32.26	$35.01
1"	$57.86	$62.89	$68.37	$74.31	$80.63	$87.49
1 1/2”	$115.72	$125.79	$136.73	$148.63	$161.27	$174.98
2"	$185.15	$201.26	$218.77	$237.81	$258.03	$279.97
3"	$370.31	$402.53	$437.54	$475.61	$516.04	$559.91
4"	$578.61	$628.95	$683.66	$743.14	$806.31	$874.85
6"	$1,157.21	$1,257.89	$1,367.33	$1,486.28	$1,612.62	$1,749.70
8”	$1,851.54	$2,012.63	$2,187.72	$2,378.06	$2,580.20	$2,799.52

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Residential	$14.77	$16.06	$17.45	$18.97	$20.59	$22.35
Multi-Family	$11.98	$13.03	$14.16	$15.39	$16.70	$18.12
Non-Residential	$10.10	$10.97	$11.93	$12.97	$14.08	$15.28

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**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
Base Charge	$10.58	$11.50	$12.50	$13.59	$14.75	$16.01
Unit Charge (All volume)	$11.94	$12.98	$14.11	$15.34	$16.65	$18.07
Outside City						
Base Charge	$13.23	$14.38	$15.63	$16.99	$18.44	$20.01
Unit Charge (All volume)	$14.94	$16.24	$17.65	$19.18	$20.82	$22.59

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	At Cost	Varies
1" Short	$593	At Cost	Varies
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
3/4" 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 (3/4" 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
3/4"	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-metering[1] 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 (at time of resolution) 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 (at time of resolution) 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
3/4" Meters used in Multiunit Attached Developments	0.7	$3,850	$50	$3,900
¾" Detached Single Family and individual businesses	1	$5,500	$50	$5,550
1"	2.5	$13,750	$100	$13,850
1 1/2"	5	$27,500	$100	$27,600
2"	8	$44,000	$100	$44,100
3"	16	$88,000	$100	$88,100
4"	25	$137,500	$100	$137,600
6"	50	$275,000	$100	$275,100
8"	80	$440,000	$100	$440,100

*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, 2025. once it is adopted by the Council of the City of Flowery Branch.

SO, RESOLVED this 7th day of November 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted Baggett., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a Lease Agreement For 5509 Main Street With Nicholas St. Clair.

COUNCIL MEETING DATE: November 7, 2024

HISTORY:
The City of Flowery Branch owns office/building space located at 5509 Main Street in the downtown area. The City of Flowery Branch has capitalized on this property by leasing space out to businesses who desire to conduct business in the historic downtown area of the City of Flowery Branch.
The City of Flowery Branch owns available rental space located at 5509 Main Street in downtown Flowery Branch. The City of Flowery Branch desires to lease the space owned for economic development to enhance the business district. The City of Flowery Branch has leased space to other businesses in the area, developing good business partnerships for the City of Flowery Branch.

FACTS AND ISSUES:
The space for lease consists of 1,615 office/building square feet owned by the City of Flowery Branch.
The space will be developed by Nicholas St.Clair for the purpose of a BBQ Restaurant
The tenant will lease the building/square footage as-is. The space will be refurbished to meet or exceed current building code requirements, allowing the business to open within six (6) months of the execution of the proposed lease. The city is providing an allowance for tenant improvements for the tenant.

OPTIONS:
1) Authorize execution of the lease as presented
2) Do not authorize execution of the lease as presented and suggest other terms.
3) Do not authorize execution of the lease

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

AMOUNT AND SOURCE OF FUNDS:
$80,750 - TAD Fund

RECOMMENDATION:
Approve lease agreement for 5509 Main Street with Nicholas St. Clair

---

SAMPLE MOTION:
I move that the city execute the lease agreement with Nicholas St. Clair at 5509 Main Street, City of Flowery Branch.

COLLABORATING DEPARTMENT:

DEPARTMENT: Department of Fun

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Lease agreement 5509 Main St.pdf
- LOI 5509 Main Street Nic St Clair.pdf
- rental agreement 5509 main street.pdf

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: LEASE AGREEMENT FOR 5509 MAIN STREET WITH NICHOLAS ST. CLAIR

DATE: NOVEMBER 7, 2024

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

BUDGET INFORMATION:
ANNUAL - N/A
CAPITAL - N/A

COUNCIL ACTION REQUESTED ON: NOVEMBER 7, 2024

PURPOSE: - The purpose of this agenda item is to request council execution of a lease agreement with Nicholas St. Clair at 5509 Main Street, Flowery Branch for the purpose of opening a BBQ restaurant.

HISTORY: - The City of Flowery Branch owns office/building space located at 5509 Main Street in the downtown area. The City of Flowery Branch has capitalized on this property by leasing space out to businesses who desire to conduct business in the historic downtown area of the City of Flowery Branch.

The City of Flowery Branch owns available rental space located at 5509 Main Street in downtown Flowery Branch. The City of Flowery Branch desires to lease the space owned for economic development to enhance the business district. The City of Flowery Branch has leased space to other businesses in the area, developing good business partnerships for the City of Flowery Branch.

FACTS AND ISSUES: - The space for lease consists of 1,615 office/building square feet owned by the City of Flowery Branch.

The space will be developed by Nicholas St.Clair for the purpose of a BBQ Restaurant

The tenant will lease the building/square footage as-is. The space will be refurbished to meet or exceed current building code requirements, allowing the business to open within six (6) months of the execution of the proposed lease. The city is providing an allowance for tenant improvements for the tenant.

OPTIONS:

1) Authorize execution of the lease as presented
2) Do not authorize execution of the lease as presented and suggest other terms.
3) Do not authorize execution of the lease

RECOMMENDED SAMPLE MOTION:

I move that the city execute the lease agreement with Nicholas St.Clair at 5509 Main Street, City of Flowery Branch.

DEPARTMENT: Administration

Prepared by: Renee Carden

5410 Pine St
Flowery Branch, GA
30542

Tel: 770-967-6371
Fax: 770-967-6481

Re: Lease Proposal for 5509 Main Street, Flowery Branch, GA 30542

On behalf of the City of Flowery Branch, we are pleased to present you with the following lease proposal:

Tenant:	Nicholas St. Clair
Guarantor:	Personal guaranty and any partners having more than 20% interest in Tenant's business.
Leased Area:	5509 Main Street – 1,615SF
Lease Commencement Date:	Upon Lease Execution
Rent Commencement Date:	Earlier of (i) Tenant opening for business or (ii) six (6) months following Lease Commencement Date
Lease Term:	5 years from Rent Commencement Date
Base Rent:	Effective at the Rent Commencement Date, Base Rent shall equal $24.00 per square foot or $3,230.00 per month in year one. Base Rent shall increase 3.0% per annum throughout the term of the lease.
Operating Expenses:	In addition to the Base Rent above, effective upon the Rent Commencement Date, Tenant will reimburse its pro-rata share of all relevant expenses for the property including but not limited to insurance, property management overhead and fee and maintenance, exterior building repairs and maintenance, parking lot and landscaping maintenance. Tenants' expenses are estimated to be $2.50 per square foot for the first year, or $336.45 per month. Separately, Tenant will pay for all utilities, pest control, trash service, maintenance for HVAC unit(s) and phone & internet.
Building Services & Maintenance:	Landlord will be responsible for maintaining the roof and the structural exterior walls of the Premises and the common areas of the property. Tenant will be responsible for all other maintenance and repairs related to the Premises.
Delivery of Space:	Tenant accepts the space in a modified shell condition.
Security Deposit:	Equal to first and last month's base rent at lease execution.
Parking:	All parties acknowledge that the Landlord is not providing off street parking.

Tenant Improvement Allowance:	Provided that Tenant is not in default and that Tenant has submitted to Landlord all contractor and subcontractor lien waivers, Landlord will provide to Tenant an allowance equal to $50.00/PSF of interior space, or $80,750. Allowance to be paid in four installments throughout the Tenant's construction phase as follows: 25% completed, 50% completed, 75% completed and final 25% upon Tenant opening for business.
Signage:	Tenant may install exterior signage on the facade above the entrance to Tenant's space. All signage is subject to the Landlord's prior written approval and the local signage ordinance. In addition, all signage referenced in this section shall be at Tenant's sole cost and expense.
Building Ownership & Management:	The property is owned by The City of Flowery Branch.
Acceptance:	This proposal is for Tenant to review and does not represent an offer. This proposal is subject to the approval of both parties. This proposal shall remain in effect seven (7) days from the date hereof; however, Landlord reserves the right to withdraw this proposal at any time without notice to Tenant.
Confidentiality:	Tenant acknowledges that the terms and conditions contained herein, and the ensuing negotiations will remain confidential between the parties to the lease and no proposals, lease drafts, leases or summaries of any kind will be distributed, copied or otherwise transmitted, orally or in writing to any other entity or person.

This letter is not intended to be a legally binding agreement, and it is the intent of the parties that no such legally binding agreement shall exist unless and until a formal and definitive lease agreement has been negotiated, drafted, approved by the respective parties and executed by such parties. While the parties may commence or continue negotiations relating to the proposed transaction described in this letter, each party reserves the right to terminate such transactions at any time, with or without cause for any reason, without liability to the other party.

Sincerely,

Renee Carden

Renee Carden
City of Flowery Branch

ACCEPTED:

By: _____ Date: _____

By: _____ Date: _____

EXHIBIT A

Leased Area

5509 Main Street

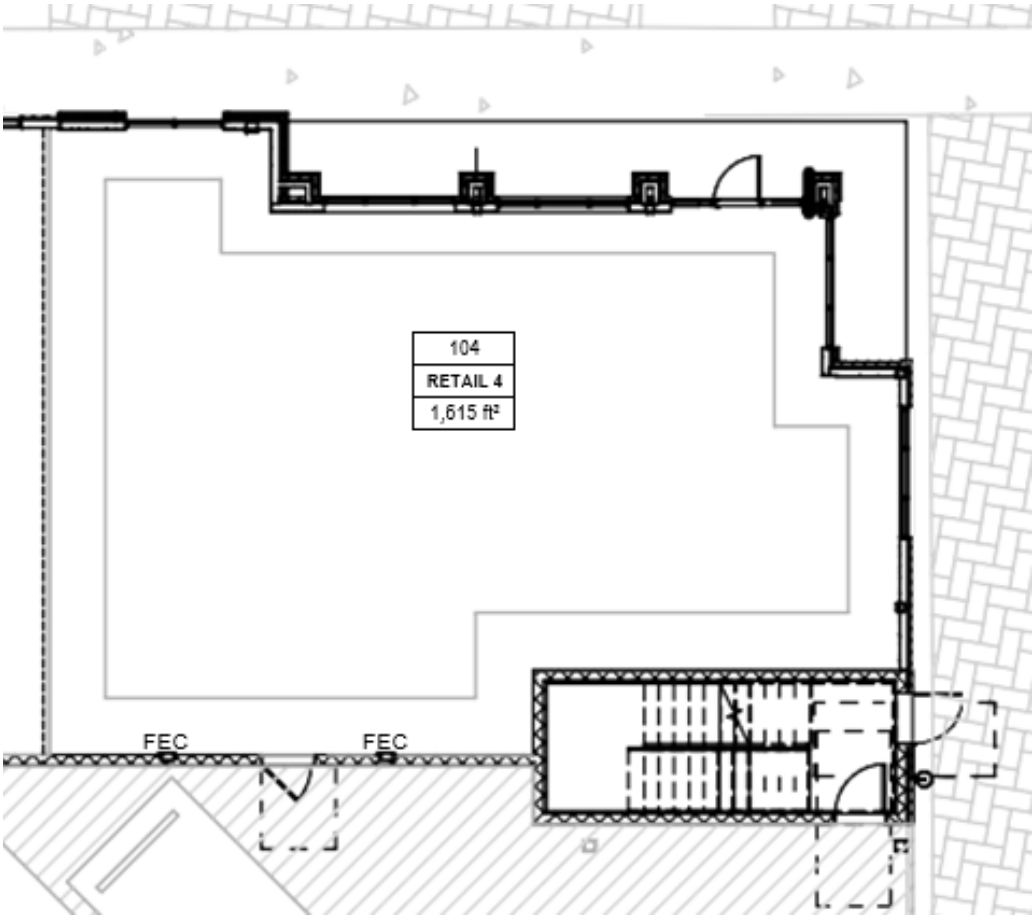


Exhibit B – Landlord Work Letter

Flowery Branch Work Letter
Base Building Description

1. **General Requirements**
    a. Retail spaces shall be constructed as cold, dark shell.
    b. Demising partitions shall be provided, as described in the section captioned "Walls" below except between spaces 1&2 and 3&4 at the step downs.
    c. As described below, any available utilities shall be stubbed to retail spaces in an effort to minimize tenant impact to shell construction.
    d. Please reference the Lease Outline Drawing ("LOD") which has been or will be supplied to Tenant for exact clear height and utility locations for the Premises. It is anticipated that an 18" residential plumbing zone below overhead structural slab will be required.
    e. Note that Tenant's architect is required to field verify with Landlord's representative existing clear heights, column spacing and structural beam placement for the Premises prior to commencement of preliminary store design drawings.

2. **Contractor Requirements**
    a. PERMITS & PLANS - A copy of the Building Permit & approved plans will be provided to the LANDLORD prior to any work commencing.
    b. CONTACT - Tenant's Contractor will provide LANDLORD with an office contact and a 24 hour cell phone contact prior to commencement of construction.
    c. INSURANCE - A copy of the contractor's Liability & Builders Risk insurance policy certificate with the LANDLORD named as an additional insured will be provided to the LANDLORD prior to any work commencing.
    d. STAGING - All contractor materials will be stored INSIDE the DEMISED PREMISES at all times unless specifically approved in writing by the LANDLORD.
    e. DUMPSTERS - Contractor will contract for a separate dumpster as needed, to be placed in an area designated by LANDLORD. Any dumpster will be placed on sheets of exterior plywood to protect the paving.
    f. PARKING - Contractor and any subcontractor or vendors will park ONLY in the areas designated by LANDLORD.
    g. ROOF PENETRATIONS - Any required roof penetrations will be done by the LANDLORD's designated roofer at TENANT CONTRACTOR'S EXPENSE. Upon completion of the roofing the re-inspection of the roof will be performed at TENANT CONTRACTOR'S EXPENSE to confirm that the roof continues to meet warranty requirements.
    h. HVAC - Any work to be performed on the LANDLORD supplied and installed RTU's will be performed by LANDLORD's designated HVAC contractor. Upon completion of any HVAC installation by Tenant's Contractor a Test & Balance report will be performed at TENANT CONTRACTOR'S EXPENSE and copies provided to the LANDLORD and the Tenant.
    i. COMPLETION - Upon completion of the Tenant's work Tenant's Contractor will provide to LANDLORD and Tenant the following:
        i. Copy of the Certificate of Occupancy
        ii. Final Lien Waivers for Contractor and all Subcontractors.
    j. FINAL CLEANUP - TENANT'S CONTRACTOR will clean (including pressure washing) all common areas affected by Tenant's construction activities.

3. **Storefront**
Landlord shall design and construct the storefront system on the Tenant's behalf. Should the Tenant elect to remove the storefront and re-construct for their premises, Tenant shall do so at its own cost and be required to work with the Landlord's Architect to develop a color rendering of the proposed storefront design for LANDLORD approval. Approval for any governmental agencies with jurisdiction shall also be tenant's responsibility.

4. **Ceilings**
Exposed underside of metal deck and metal joist. It is anticipated that an 18" residential plumbing zone below overhead structural slab will be required. In the event that Tenant desires to enclose any utilities which Landlord has not previously enclosed, such enclosure shall be subject to Landlord's prior approval but shall be at Tenant's sole cost and expense. Landlord reserves the right to review ceiling plan for necessary access as required for mechanical, electrical and plumbing. In addition, if the proposed use will have extended hours or live/loud music, the underside of the slab must be soundproofed to not disturb the tenants above.

5. **Water**
    a. Landlord shall provide domestic water line, separately metered or sub-metered, stubbed via CPVC main into each space sized at 2". Location of such stub will be as indicated on the LOD for the Premises. If Tenant requires water pressure in excess of that which can be provided by the local utility company, the water pressure may be boosted by Tenant at Tenant's expense.

    b. Landlord shall provide a wet fire protection system with upright heads assuming no demising of the retail space. This system will be separated from the domestic water system. Modifications to sprinkler system to accommodate Tenant's specific use or requirements shall be made by Tenant at Tenant's expense.

6. **Sanitary Sewer**
Landlord shall provide a 4" sanitary sewer waste main available to each space at an elevation suitable to gravity drain, per local code, from any location within the Premises. At a location to be indicated on the Lease Outline Drawing for the Premises, the sanitary line shall be "stubbed up" for connection by Tenant.

7. **Grease Waste**
Landlord shall provide 4" Stub-up tied into the grease main for ready access by each space at an elevation suitable to gravity drain, per local code, from any location within the Premises. Grease main shall be tied to grease trap system located outside the premises. Tenant shall reimburse Landlord for their proportionate share of the ongoing maintenance of the grease trap.

8. **Gas**
Landlord shall locate gas stub at an exterior wall with ready access by the Utility. Note that meters, gas pressure regulators and gas piping from the meters to Tenant's equipment shall be provided by Tenant, at Tenant's expense. All gas piping to the tenant's space is at the tenant's expense.

9. **Power & Telephone**
    a. Power - Landlord shall install conduit, feeder and panel to the rear of the retail space in one location. Tenant will provide conduit and service to pull power from Tenant space to meter box. Retail #1 has 600 AMP available and Retail #2 thru #4 have 2000 AMP available power, will be provided based on use. Landlord shall provide wiring from the utility company transformer to the service trough of the building. Wiring shall be sufficient to provide the power characteristics described above. Notwithstanding the foregoing, Landlord reserves the right to perform certain work, at Tenant's request and cost, with the cost to be based upon the cost per lineal foot as determined by Landlord's

Project Electrical Contractor. At turnover, Landlord shall provide code-minimum lighting, power for temporary electric heaters, and minimum power in tenant demising walls, only.

b. Telephone – Landlord shall stub one (1) one-inch (4") empty conduit with pull string to the rear of the retail for telephone service to the Premises. The cost of increasing service and expenses of relocating existing service as previously installed shall be at Tenant's expense. Notwithstanding the foregoing, Landlord reserves the right to perform such work, at Tenant's cost, with the cost to be based upon the cost per lineal foot as determined by Landlord's Project Electrical Contractor. The tenant is responsible for contacting telephone service provider and activating phone lines.

10. Concrete Slab

Landlord shall provide a 4" concrete ribbon slab along the demising walls to Tenant excluding the stepdown area between 1&2 and 3&4. Rebar and/or wire mesh sizing and spacing is at Landlord's discretion. Expansion and control joints are not filled. Concrete slabs shall be designed to carry code-required dead + live loads. Tenant shall install 4" concrete slab with a minimum of 3,000 psi and subject to Landlord's approval in the Tenant space. Vapor barrier is also required. Floor sealants, floor prep and specialty floor finishes are subject to Landlord's review. Any floor covering installed by Tenant shall attach to the freehold and become and remain the property of Landlord.

11. Floor Penetrations

Landlord shall provide diagram indicating penetration-free zones for tenant use. It is anticipated that these zones may include structural reinforcing arrangements incapable of field adjustment. Tenant shall layout all tenant slab penetrations in coordination with these zone diagrams.

12. Service Doors

Landlord shall provide one (1) commercial grade hollow-metal rear service door 3'- 0" x 6'-8" x 1-3/4", no vision panel, but including frame, in compliance with code. The door shall include commercial grade hardware consisting of a surface mounted door closer with 1 ½ pairs of butts and one set of doorknobs with cylinder. If Tenant wishes to relocate the service door, all work will be performed by Tenant at its expense or (at Landlord's option) by Landlord at Tenant's expense, in conformance with Landlord's criteria. Landlord shall provide stoop, ramp or steps as required for grade-transition into tenant space.

13. Walls

Landlord shall provide as 2x"6" nominal wood studs, 5" batt insulation and 1-layer of rated 5/8" gyp board on the interior side on the building front and sides. In the rear, the walls shall be 8" nominal CMU block. GWB to be taped and compounded, ready for finishing by tenant. Tenant shall insulate and provide drywall & finish (including painting and any decorating) within tenant space.

14. Fire Alarm

Landlord shall stub conduit from tenant space to bldg. Fire Alarm Control Panel (FACP). Landlord shall install horn/strobe as required by the local Fire Department for shell purposes. Tenant shall interconnect all tenant devices to indicate alarm condition at bldg. FACP. At Tenant's expense, Tenant shall add/modify system to meet tenant requirements. If required, Tenant shall provide, at Tenant's expense, supplemental power supply for Tenant's FA devices and connect to Landlord's base building system.

15. Fire Protection

In accordance with the standards of NFPA 13, Landlord shall provide sprinkler system with heads turned up assuming a single system for the entire retail space (per building) complete with flow/tamper tied to bldg. FACP. The sprinkler head layout will be for an open "shell" area. Tenant shall add/modify system to meet tenant requirements, but note that all modifications,

including higher than standard retail tenant loads to such system, which are required by Tenant are included in Tenant's work and shall be subject to Landlord's prior approval (example of higher Tenant demand is a high rack storage system).

16. Plumbing Ventilation

Landlord shall provide code-required plumbing drain waste ventilation through a duct chase within the residential tower to roof for each tenant space, with the location to be as generally depicted on the Lease Outline Drawing. This will be accomplished via tenant vent loop or sovent system. At Tenant's expense, Tenant shall tie into loop for all plumbing waste vents.

17. Restroom Exhaust

Landlord shall provide a rated shaft through residential tower to roof or to exterior elevation for each tenant space. Note that the restroom(s) shall be designed and installed by Tenant at Tenant's expense.

18. HVAC

Landlord shall provide condensers, line sets and RTU's in a general layout for the tenant space. Landlord has engineered and installed split-system with electric heat source. The cost of the HVAC ductwork or RTU relocation same shall be the responsibility of the Tenant.

HVAC make-up air shall be supplied by tenant as needed from the service corridor.

19. Kitchen Exhaust & Supply Air

If the Premises has been designated by Landlord as intended for a "restaurant" use, then Landlord shall provide 2-hour rated kitchen exhaust chase to rooftop, with access points in common areas at each residential level for inspection of tenant-installed ductwork. Landlord requires a single tenant per shaft, though shafts may be ganged if possible. At Tenant's expense, Tenant shall install exhaust hoods, insulated welded steel ductwork, rooftop exhaust fan, and additional sprinkler heads required by code. Tenant shall engineer sound/vibration isolation so as to eliminate impact to residential units above, as well as units below the roof.

20. Trash Disposal

Tenant is responsible for all trash removal and disposal.

21. Mezzanines

In no event may Tenant erect a mezzanine or similar overhead storage or sales area unless the same is approved by Landlord in its sole discretion. Any approved mezzanine or similar overhead storage area must have framing and supports provided by Tenant which are independent of demising partitions.

22. Cooking Oil Disposal

Disposal of cooking oil off site is the responsibility of the tenant.

FB MAIN STREET

A MASTER CONDOMINIUM

SHOPPING CENTER

LEASE AGREEMENT

5509 Main Street

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: Nicholas St. Clair

ARTICLE I. BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE:	November 7, 2024
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	Nicholas St. Clair
E.	TENANT'S TRADE NAME:	Nicholas St. Clair
F.	TENANT'S NOTICE ADDRESS:	110 Main Street Flowery Branch, GA 30542
G.	PHONE NUMBER AND EMAIL:	(678)825-7992 chefwoodfire@gmail.com
H.	POSSESSION DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
I.	LEASE COMMENCEMENT DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
J.	LEASE TERM:	Five (5) Years following the Rent Commencement Date.
K.	FIXED MINIMUM RENT COMMENCEMENT DATE :	Earlier of (i) Tenant opening for business or (ii) six (6) months following the Lease Commencement Date.
L.	FIXED MINIMUM RENT:	See Exhibit G for rent schedule.

M.	ESTIMATED ADDITIONAL MONTHLY RENT (for all relevant property expenses including but not limited to taxes, insurance, property management overhead and fee, maintenance, exterior building repairs and maintenance, and parking lot and landscaping maintenance):	$336.45 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	$3230.00
	ADVANCE ADDITIONAL RENT:	$336.45
	SECURITY DEPOSIT:	$3,230.00 plus $336.45
	TOTAL AMOUNT DUE WITH LEASE:	$3,230.00 + $336.45 + $3,230.00
O.	GUARANTORS:	Nicholas St. Clair, and owners having more than 20% interest in Tenant
P.	USE:	For the use as a restaurant – and for no other purpose.
Q.	HOURS OF OPERATION:	The tenant agrees to remain open during standard operating hours for a restaurant (11 a.m. to 9 p.m.) on a daily basis (Monday through Sunday) during the lease term and any extensions.
R.	APPROXIMATE SIZE OF LEASED PREMISES:	1615 Square Feet
S.	OPTION TO RENEW:	Subject to the conditions herein set forth. The tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for one (1) period of two (2) (the "Renewal Term"), to commence at the expiration of the initial Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least six (6) months but no more than twelve (12) months prior to the expiration of the initial Term of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the annual Minimum Guaranteed Rental during the Renewal Term shall be as shown on Exhibit G; (b) Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term; and (c) Tenant shall not have the right to assign the Renewal Option to any sublessee of the Leased Premises or assignee of the Lease, not may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Option.

		Notwithstanding the foregoing, Tenant shall not have the right to exercise the Renewal Option, unless: (i) this Lease shall be in full force and effect on the date of the exercise of the Renewal Option and the date of the expiration of the original Term; and (ii) on the date of the exercise of the Renewal Option and the date of the expiration of the original Term there exist no default on the part of the Tenant under this Lease.

SECTION 1.2. SIGNIFICANCE OF BASIC LEASE PROVISIONS

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

SECTION 1.3. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A.	Site Plan
Exhibit B.	Tenant's Work
Exhibit C.	Legal Description
Exhibit D.	Rules and Regulations
Exhibit E.	Sign Criteria
Exhibit F.	Lease Guarantee
Exhibit G.	Rent Schedule

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.1. SHOPPING CENTER

Landlord is the owner of a parcel of real estate, legally described on Exhibit C, located in 5519 Main Street, Flowery Branch, Georgia commonly known as the FB Main Street – a Master Condominium (the "Shopping Center"). It is agreed that the depiction of the Shopping Center on Exhibit A does not constitute a representation, covenant, or warranty of any kind by Landlord. Landlord reserves the right to sell any portion or portions of the Shopping Center, such portion(s) thereafter shall not be included in the Shopping Center. Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to the terms hereof, provided only that the Leased Premises as hereinafter defined shall be substantially as depicted on Exhibit A. Landlord further reserves the right to alter the Shopping Center, at

Landlord's sole election, however, no such alteration shall materially impair the visibility or accessibility of Tenants Leased Premises.

SECTION 2.2. LEASED PREMISES

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Leased Premises" as more particularly described as follows:

5509 Main Street consisting of approximately 1,615 sq. ft. as shown on Exhibit "A".

Said Leased Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Leased Premises from adjacent leased premises in the Shopping Center.

SECTION 2.3. LEASE TERM

The Lease Term shall commence on the Lease Commencement Date [Section 1.1.I.] and shall end on the last day of the last Lease Year (hereinafter "Termination Date"), unless sooner terminated.

SECTION 2.4. LEASE YEAR

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first full Lease Year shall begin on the Lease Commencement Date if the Lease Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the month next following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 2.5. STATEMENT AS TO LEASE TERM

In the event the Lease Commencement Date and Termination Date of the Lease Term have not been determined, as of the date of execution hereof, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Commencement Date and Termination Date of the Lease Term when determined.

SECTION 2.6. OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS

Prior to the Possession Date, Tenant shall deliver to Landlord the required Certificate of Insurance (stated in Section 7.2). Prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date [Section 1.1.H.] until the Lease Commencement Date [Section 1.1.I.], in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Rent as stated in Section 1.1.M. but excluding Fixed Minimum Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant's leasehold improvements, fixtures, equipment or other property of Tenant or Tenant's contractors.

ARTICLE III. RENT AND OTHER TENANT CONTRIBUTIONS

SECTION 3.1. FIXED MINIMUM AND ADDITIONAL RENT

Tenant agrees to pay rent to Landlord, or to such other person or entity as Landlord may direct, without demand, at such place as Landlord may by notice in writing to Tenant, from time to time, direct, a fixed amount of rent (the "Fixed Minimum Rent"), and an amount of additional rent based upon certain expenses relating to the Leased Premises and the Shopping Center (the "Additional Rent") at the following rates and times and as set forth on Exhibit G:

(a) Fixed Minimum Rent shall be payable in advance in equal successive monthly installments on the first day of each calendar month included in this Lease Term. For any portion of a calendar month included at the beginning of said term, one-thirtieth (1/30) of such a monthly payment for each day of such portion shall be payable on the first day of such portion; and

(b) Additional Rent shall be payable as provided in Sections 3.2, 5.3 and 8.1.

SECTION 3.2. TAXES

Tenant shall pay to Landlord, as Additional Rent hereunder, Tenant's prorata share of any and all special assessments, transportation or environmental protection taxes or levy or similar tax or levy, and Tenant's prorata share of real estate taxes attributable to the Shopping Center paid annually by Landlord during the Lease Term, prorated for any partial Lease Year beginning on the Possession Date. Tenant's prorata share shall be based on the ratio of the total Floor Area of the Leased Premises to the total Floor Area on all floors of building space within the Shopping Center as of the assessment date for the particular special assessment, tax or levy, or real estate tax in question. Tenant shall also pay its prorata share of all expenses, including reasonable attorneys' fees, expenses, administrative hearing, and court costs incurred in contesting or negotiating the amount, assessment, or rate of any such real estate tax, special assessment, tax, or levy. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose a tax and/or assessment upon or against the rentals and/or other charges payable hereunder by Tenant to Landlord, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, or impose an income or franchise tax in substitution for the general tax levied against such land and buildings, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this section. The annual charges for such assessments or taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement of the assessments or taxes paid or incurred by Landlord for each calendar year of the Lease Term and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant for future tax payments, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of such assessments and taxes for such period and no more. In the event any portion or portions of the Shopping Center are separately

assessed, for purposes of the proration above, Tenant's proportionate share shall be the ratio of the total Floor Area of the Leased Premises to the total Floor Area of all floors of building space within the particular parcel assessed which includes the Leased Premises.

SECTION 3.3. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord to secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Lease set forth, and contained on the part of Tenant to be fulfilled, kept, observed and performed, such sum as set forth in Section 1.1 as a Security Deposit. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, and Landlord may commingle the same with its other funds. Such interest, if any, may be retained as property of the Landlord, and will not be paid to the Tenant. Such Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist under this Lease, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so that the same may be restored to its original amount. In the event the Leased Premises are conveyed by Landlord, the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or successor, and in such event Tenant hereby releases Landlord from any and all liability with respect to the deposit and/or application or return and Tenant agrees to look to such grantee for such application or return. In the event Tenant shall faithfully fulfill, keep, perform and observe all the covenants, conditions and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant, without interest, no later than thirty (30) days after the expiration of the Term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of said Term or any renewal thereof as provided herein.

ARTICLE IV. UTILITY SERVICES

SECTION 4.1. WATER, SEWER, ELECTRICITY AND GAS

Landlord has caused the necessary mains, conduits, and other facilities to be provided to supply water, sewer, gas, and electricity to the Shopping Center. Landlord shall provide gas service and facilities to Tenant, however, the same being the sole responsibility of Tenant. Tenant agrees to have all utility services transferred into Tenant's name on the Possession Date. If Tenant has not had any or all of the utilities transferred on the Possession Date, then Tenant agrees to pay Landlord, on demand, the actual cost paid by Landlord for such utilities, together with an administrative charge of One Hundred Fifty and no/100 Dollars ($150.00) for each such payment. The tenant shall pay for all electricity used in the Leased Premises and all water and sewer charges, and gas charges, if applicable, at its own cost and expense. In the event Landlord, who shall have the option to do so, shall elect to supply any one or more or all of said services, Tenant shall purchase the use of said services as are tendered by Landlord and shall pay the rates, including any established minimum charges, established by Landlord for such services, but the rate shall be no more than those charged by the public utility furnishing such services in the area. The charges for

such services as are so furnished shall be deemed Additional Rent due and payable on the first day of the calendar month following rendition of a bill, therefore. Landlord may discontinue furnishing such services if payment for same is not received by Landlord upon not less than five (5) days written notice, and no such discontinuation shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations hereunder. In the event Landlord shall elect to furnish one or more of such services, from time to time, Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said services is interrupted or terminated because of necessary repairs, installations, improvements, or any cause beyond the control of Landlord. In any event, Landlord may cease to furnish any one or more of such services without any responsibility to Tenant, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event the Leased Premises are not separately metered for water and Tenant's use requires an excessive volume of water, at Landlord's discretion, a sub-meter will be installed at the Leased Premises at Tenant's expense.

SECTION 4.2. HEATING, VENTILATING AND COOLING

Tenant shall be solely responsible and shall pay for all charges rendered in connection with all heating, ventilating and cooling of the Leased Premises and shall promptly pay all bills for materials furnished or labor performed for Tenant or at Tenant's instance and request in connection with any repairs, replacements, alterations, improvements and installation of all fixtures and equipment in connection therewith on the Leased Premises, and shall keep said Leased Premises free from all claims for liens for work, labor or materials in connection therewith.

SECTION 4.3. OTHER SERVICES

In addition to the above and foregoing, Tenant shall be solely responsible for all garbage and sewage disposal and waste removal, janitorial and other services of any type or nature furnished to the Leased Premises and shall pay promptly all bills for materials or labor performed in connection therewith. The tenant further covenants and agrees to keep the Leased Premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition and free from snow, ice, waste or debris, and neither to commit or permit any waste or nuisance thereon.

ARTICLE V. COMMON AREAS AND FACILITIES

SECTION 5.1. COMMON AREAS AND FACILITIES

Landlord shall make available, from time to time, such areas, and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Landlord shall, in its

sole discretion, determine, and may, from time to time, change the size, location and nature of any Common Areas and facilities and may make installations therein and move and remove such installation. Landlord shall have the right to close the Common Areas, or any part thereof, on such business days as Landlord deems necessary for the improvement, maintenance, or repair of the Common Areas and on such nonbusiness days or during such nonbusiness hours as Landlord shall, in its sole discretion, determine.

SECTION 5.2. USE OF COMMON AREAS

Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant such rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers, and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking, and may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted concessionaires, officers, and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers, and invitees, to use any part of the parking areas and other part of the Common Areas.

SECTION 5.3. CHARGE FOR COMMON AREAS AND FACILITIES

Tenant shall pay to the Landlord, as Additional Rent, in the manner provided in Section 5.5 Tenant's prorata share, as defined in Section 5.4, of Common Areas maintenance cost as hereinafter defined including the cost of Capital Improvements designed to protect the health and safety of the tenants in the Leased Premises and the Shopping Center.

Common Areas maintenance cost shall be deemed to include all costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing (including heating, ventilating and cooling any enclosed mall, in the event Landlord elects to enclose any Common Areas), lighting, repairing, replacing and maintaining the Common Areas and facilities in the Shopping Center. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof; all exterior painting; all costs and expenses of security and fire protection; all costs of restriping, patching, repairing and maintaining parking areas, garages, entries, gutters and downspouts, the

construction of new entries as required and work on roads, as needed, adjacent to the Shopping Center; pedestrian traffic direction and control; roof repairs; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, maintaining, replanting and replacing flowers and landscaping; management fees; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers' compensation and employer's liability, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, wages, unemployment taxes, social security taxes, special assessments and personal property taxes attributable to the Common Areas; fees for audits, required licenses and permits; all costs and expenses incurred by Landlord in testing of sprinkler systems located in the Shopping Center, all charges for utility services for the Common Areas including all costs and expenses of maintaining lighting fixtures and providing electricity to the Common Areas and to Common Areas pole signage (including the cost of light bulbs and electric current); all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulation assessed against or imposed on the Shopping Center or any part thereof with regard thereto; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities used in the operation of the Common Areas and administrative costs at the rate of Fifteen Percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required for the proper maintenance of the Common Areas, except that all Capital Improvement expenses shall be excluded therefrom.

SECTION 5.4. TENANT'S PRORATA SHARE

Tenant's prorata share of the Common Areas maintenance cost shall be determined by multiplying the total cost incurred or paid by Landlord by a fraction whose numerator is the gross leasable area of the Leased Premises as set forth in Section 2.2 and the denominator of which is the total square feet of gross leasable area within the Shopping Center. The "Gross Leasable Area" shall mean with respect to the Leased Premises and with respect to all other leasable areas, the number of square feet of floor area on all levels, including any mezzanines, basements, or balconies, but excluding "Common Areas" measured from the exterior face of exterior walls and/or the exterior face of service corridor walls, the exterior of building line from all frontage, and the center line of party walls. No deduction shall be made for columns, stairs, elevators, or any interior construction or equipment. Provided, however, for any Common Areas maintenance cost separately metered, billed to or paid directly by any Tenant, the floor area of such tenant space attributable to such Common Areas cost shall be deleted from the above proration for such separate cost. The Floor Area hereinabove provided shall not include the floor area of roof structures used for mechanical equipment.

SECTION 5.5. PAYMENT OF COMMON AREAS MAINTENANCE COST

The annual charges for Common Areas maintenance cost shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement in reasonable detail of the actual Common

Areas maintenance cost paid or incurred by Landlord at the end of each calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant against any current or future amounts due from Tenant to Landlord pursuant to this Lease, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of said costs for such period and no more.

ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS

SECTION 6.1. REPAIRS BY LANDLORD

Landlord covenants at its expense to keep the foundations and roof of the Leased Premises, and the structural soundness of the exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VIII. Except as provided in this Section 6.1, Landlord shall not be obligated to make repairs, replacements, or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as hereinafter provided.

SECTION 6.2. QUIET ENJOYMENT

Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

SECTION 6.3. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under the Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under the Lease.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall

Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense or counterclaim, and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLES VII. TENANT'S ADDITIONAL COVENANTS

SECTION 7.1. TENANT'S COVENANTS

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and pay when due the Fixed Minimum Rent, Additional Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any right of recoupment, set-off, deduction or counterclaim whatsoever.

B. To open for business within one hundred eighty (180) days after the Lease Commencement Date; to use the Leased Premises only for the use provided in Section 1.1 and in compliance with the Rules and Regulations set forth in Exhibit D; not to use the Leased Premises for any exclusive use granted by Landlord to any other tenant in the Shopping Center; to keep its business located upon the Leased Premises open at all times throughout the term of this Lease during minimum Standard Operating Hours as set for in Section 1.1.Q; that it will not cease operations at said Leased Premises for a period of more than three (3) consecutive days or five (5) days in any Lease Year, without the express written consent of Landlord, which consent may be granted or withheld at Landlord's sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authority or acts of God.

C. Except for repairs required in Section 6.1 to be performed by Landlord, to keep the Leased Premises, including, but not limited to all partitions, doors, fixtures, equipment, apparatus and appurtenances thereof (including lighting, plumbing fixtures, sewer lines and the HVAC systems), clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating), and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. The Tenant shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the building and Tenant shall attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. (See Exhibit B "Landlord and Tenant's Work" for additional requirements.)

D. To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or

underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities.

E. To the extent permissible by state law and except for Landlord's negligence or willful misconduct, Tenant waives and releases Landlord and Landlord's agents and employees from all claims for damage to person or property sustained by Tenant and/or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the building of which it shall be a part, or any other part of the Shopping Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep said building or the Leased Premises in repair; (iii) injury done or occasioned by wind, water or other natural elements; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of co-tenants or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

F. To permit Landlord and its agents, upon reasonable notice, except in the event of an emergency, to enter the Leased Premises at reasonable times for the purpose of inspecting same, making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants.

G. To remove, at the termination of this Lease or earlier vacation of the Leased Premises, such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such of the alterations and additions made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty and ordinary wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination or earlier vacation of the Leased Premises shall, at Landlord's option, become the property of Landlord.

H. If any mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon the Shopping Center or any portion thereof shall elect to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate automatically without further action needing to occur, provided that the mortgagee or trustee shall agree in writing to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may in the alternative elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. This election

of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

I. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

J. To give Landlord prompt written notice of any accident, casualty, damage, or other similar occurrence in or to the Leased Premises or in or to the Common Areas of which Tenant has knowledge.

K. To pay on demand the prevailing party's expenses, including reasonable attorney's fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease in curing any default by the other party as provided herein and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party against the other.

L. Not to make any nonstructural alterations, additions, or improvements to the Leased Premises in excess of Five Thousand and no/100 Dollars ($5,000.00), nor to make any structural changes whatsoever without first obtaining Landlord's written consent.

M. Not to suffer or allow any mechanic's lien to be filed against the Leased Premises or the Shopping Center or any interest therein by reason of any work, labor, services, or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case before judgment of sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon as provided in Section 9.2 shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the mechanic's lien law of the state.

N. Not to affix or maintain upon the glass panes and supports of the show windows, doors and the exterior of the Leased Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the Leased Premises.

SECTION 7.2. TENANT'S INSURANCE

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof, to indemnify, save and hold Landlord and Landlord's agents harmless from and against all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant including without limitation, Tenant's agents, contractors, employees, licensees, and suppliers. Tenant further covenants to maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant and Landlord and Landlord's agents, as their interests may appear, as Additional Insured, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars ($1,000,000) and for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars ($1,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars ($500,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operations of Tenant's business in the Leased Premises, and in addition, and in like amounts covering Tenant's contractual liability under the aforesaid indemnity and hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises. Tenant shall be responsible for and shall insure against damage to the buildings occasioned by theft of Tenant's property. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. A duly executed Certificate of Insurance clearly stating the insurance requirements provided for herein, naming Landlord and Landlord's agent as Additional Insured (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the date of delivery of the Leased Premises to Tenant and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage; and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

SECTION 7.3. ASSIGNMENT OF LEASE

Tenant shall not mortgage, pledge or assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other person to occupy same or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld so long as the assignee or sublessee has equal or better credit and business experience. Any assignment or sub-letting, even with Landlord's consent, shall not relieve Tenant from liability for payment of Fixed Minimum Rent, Additional Rent and all charges, rates, and other sums; or from the obligations of Tenant set forth in this Lease.

In the event any assignment or subletting, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease, or to be a consent to any assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior written consent of Landlord.

In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Seven Hundred Fifty and no/100 Dollars ($750.00), to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. If Tenant desires to assign the Lease or sublease all or part of the Leased Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the effective date of the proposed assignment or sublease, a written notice of its intent, which notice shall; (a) state the name of the proposed assignee or sublessee; (b) state the nature and character of the business of the proposed assignee or sublessee; (c) state the term, use, rental rate and other particulars of the proposed assignment or sublease, including, without limitation, evidence satisfactory to Landlord that the proposed assignee or sublessee is financially responsible and will immediately occupy and thereafter use the Leased Premises for the use stated in Section 1.1 and in accordance with Section 7.1.B; and (d) be accompanied by a copy of the proposed assignment or sublease documents. Upon receipt of said notice including items (a)—(d) above, Landlord shall have the right, at Landlord's sole discretion, within thirty (30) days after receipt of such notice, to approve or disapprove the proposed assignment or sublease, or to terminate this Lease effective as of the proposed effective date of the assignment or sublease (provided, however, that Tenant may nullify Landlord's termination right by withdrawing the proposed assignment or sublease). No assignee of the Lease or sublessee of the Leased Premises or any portion thereof may further assign or sublet the Leased Premises or any portion thereof. In the event Landlord consents to any assignment or subletting, any Renewal Options provided for in this Lease shall become null and void.

ARTICLE VIII. FIRE AND EXTENDED COVERAGE INSURANCE; DAMAGE OR EMINENT DOMAIN

SECTION 8.1. FIRE AND EXTENDED COVERAGE INSURANCE

From and after the Lease Commencement Date of the Lease and throughout the remainder of the Term of this Lease, Landlord shall procure and pay for windstorm, fire and extended coverage insurance, insuring the Shopping Center building in which the Leased Premises are located for such amount as Landlord's lender shall require, in a responsible insurance company authorized to do business in the State in which the Shopping Center exists. Such insurance policy may insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against floods if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the Leased Premises is similar to that of the Tenant. Such insurance may contain the so-called "Replacement

Cost" or "Restoration Endorsement," a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by Landlord. Tenant shall pay to Landlord, as Additional Rent hereunder, on the first day of each calendar month Tenant's prorata share of the premiums for said fire and extended coverage insurance, Tenant's prorata share to be the same as its prorata share of Common Areas expense.

SECTION 8.2. FIRE, EXPLOSION OR OTHER CASUALTY

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than Fifty Percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (i) Landlord is not required to repair as hereinabove provided, or (ii) the Leased Premises shall be damaged to the extent of Fifty Percent (50%) or more of the cost of replacement, or (iii) the building of which the Leased Premises are a part is damaged to the extent of Twenty Five Percent (25%) or more of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than Twenty Five Percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the act or omission of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, plus the earlier of (i) sixty (60) days or (ii) the date Tenant reopens for business, however, Tenant shall pay all Additional Rent charges beginning on the date Landlord completes its works, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises. In the event the Leased Premises shall be damaged or destroyed and the same are not repaired or rebuilt by Landlord within three hundred sixty-five (365) days after the date of the damage or destruction, unless said repair is held up by Tenant, or in the event that Thirty Percent (30%) or more of the Gross Leasable Area of the Shopping Center shall be damaged or destroyed and the same is not repaired or rebuilt within four hundred fifty-five (455) days after the date of damage or destruction, or in the event of any material damage or destruction to the Leased Premises during the last year of the Lease Term, then, in such event, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

SECTION 8.3. EMINENT DOMAIN

If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken. If less than all of the Floor

Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Fixed Minimum Rent shall be equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the Floor Area of the Leased Premises so taken leaves space no longer suitable for the use set forth in Section 1.1, then the Lease Term shall cease and Tenant shall pay rent up to the date the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If more than Twenty Five Percent (25%) of the Floor Area of the building in which the Leased Premises are located, or more than Twenty Five Percent (25%) of the aggregate Floor Area of all buildings in the Shopping Center, shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. In the event fifty percent (50%) of the Shopping Center is lost due to such taking and such taking significantly impairs Tenant's ability to do business in the Leased Premises, Tenant shall have the right to terminate this Lease by sending a written notice ("Termination Notice") to Landlord setting forth the grounds for such termination and setting a date for such termination ("Termination Date") at least ninety (90) days prior to such Termination Date. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

ARTICLE IX. DEFAULTS BY TENANT AND REMEDIES

SECTION 9.1. DEFAULTS BY TENANT

Without further notice, Landlord may terminate this Lease:

(i) five (5) days after notice of default, if any default by Tenant continues after notice of default, in case of nonpayment of rent or the nonpayment of any other charges or payments to be made hereunder by Tenant, for more than five (5) days (except no notice need be given for a monetary default occurring after the second such monetary default in any Lease Year); or

(ii) thirty (30) days after notice of default, if Tenant does not cure any nonmonetary default within a reasonable time, but in any event no later than thirty (30) days after notice of default; or

(iii) immediately if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files or is subject to a petition under any bankruptcy or insolvency law, and if such a petition filed against Tenant is not dismissed within ninety (90) days; or

(iv) immediately if a receiver or similar officer becomes entitled to this leasehold; or

(v) immediately if Tenant's interest in this Lease is taken upon execution or other process of law in any action against Tenant; or

(vi) immediately if the Leased Premises are levied upon by any revenue officer or similar officer; or

(vii) immediately if Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part and Tenant does not comply with the provisions of Section 7.1.M; or

(viii) immediately if Tenant shall abandon, vacate, or cease to continually operate its business within said Leased Premises during the term of this Lease for a period of more than three (3) consecutive days or five (5) days in any Lease Year; or

(ix) immediately if Tenant fails to open for business within thirty (30) days after the Lease Commencement Date.

Upon termination of this Lease, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty, immediately and upon demand, a lump sum of money equal to (a) the value of the Fixed Minimum Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term where recoverable under applicable state law (the "Total Rent Amount") or (b) the Total Rent Amount, less the fair rental value of the Leased Premises for said period. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations, or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Fixed Minimum Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this section shall be without relief

from valuation and appraisement laws.

SECTION 9.2. INTEREST ON LATE PAYMENT; LATE CHARGE

Any payment due Landlord by Tenant pursuant to the terms and conditions of this lease including but not limited to all Fixed Minimum Rent, and Additional Rent which shall not be paid when due shall bear interest at the maximum rate payable by Tenant under state law, or in the absence of a maximum rate, at the rate of Eighteen Percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In the event any monetary payment is made more than seven (7) days after its due date, Landlord shall be entitled to a late payment fee of ONE HUNDRED and no/100 DOLLARS ($100.00) in addition to such interest charge as hereinabove set forth.

SECTION 9.3. HOLDOVER BY TENANT

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at One Hundred Fifty Percent (150%) of the Fixed Minimum Rent subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 9.4. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease at Tenant's expense. Such cost to be immediately reimbursed upon written notice from Landlord that such expense has been paid.

SECTION 9.5. EFFECT OF WAIVERS OF DEFAULT

No consent or waiver expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent of waiver to or of any other breach of the same or other covenant, condition, or duty.

SECTION 9.6. REMEDIES CUMULATIVE

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised, from time to time, and so often as occasion may arise or as may be deemed expedient.

SECTION 9.7. TERMINATION OF TENANT'S ADDITIONAL RIGHTS

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain option rights at Section 1.1.S. (referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 9.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 10.1. MUTUAL WAIVER OF SUBROGATION RIGHTS

Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

SECTION 10.2. NOTICES FROM ONE PARTY TO THE OTHER

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1.F, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

SECTION 10.3. BROKERAGE

Tenant warrants that it has had no dealings with any broker in connection with this Lease, and

covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

SECTION 10.4. RELATIONSHIP TO THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

SECTION 10.5. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord no later than ten (10) days after such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates through which the Fixed Minimum Rent, Additional Rent, and other charges have been paid, and making such other reasonable certifications as Landlord, Landlord's mortgagee or Landlord's potential mortgagee may require.

SECTION 10.6. APPLICABLE LAW AND CONSTRUCTION

The laws of the State in which the Shopping Center exists shall govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit, or construe the contents of such articles or sections.

SECTION 10.7. FORCE MAJEURE

Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, said party shall not be liable or responsible for any delay due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said party, and in any such event said time period shall be extended for the amount of time said party is so delayed, provided that this section shall not apply to Tenant's covenants to pay Rent and other charges hereunder.

SECTION 10.8. EXECUTION OF LEASE BY LANDLORD

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change, or modify any of the provisions hereof.

SECTION 10.9. BINDING EFFECT OF LEASE

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

SECTION 10.10. SURVIVAL

All representations, warranties, covenants, conditions, and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

SECTION 10.11. NO MODIFICATION

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 10.12. SEVERABILITY

If any portion of any term or provision of this Lease, or the application thereof to any person or

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

SECTION 10.13. SIGN CRITERIA

Within fifteen (15) days after full Lease execution, Tenant shall submit to Landlord two (2) sets of drawings for all proposed signage. The drawings shall clearly show the location of signs on storefront elevation, graphics, colors, and materials. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated in Exhibit E (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Shopping Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 10.13, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have thirty (30) days from the Possession Date in which to install approved signage on the building facade or Tenant shall be deemed in default.

SECTION 10.14. SALES AND RENTAL TAX

Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State in which the Shopping Center exists or any other governmental agency with respect to all Fixed Minimum Rent, Additional Rent, and all other payments of monies, including but not limited to, Common Areas maintenance charges and Real Estate Taxes paid by Tenant to Landlord pursuant to the terms of this Lease.

SECTION 10.15. FAILURE OF TENANT TO OPEN

If Tenant fails to open for business within one hundred eighty (180) days after the Lease Commencement Date, then Landlord may terminate this Lease, at Landlord's option, and all monies paid to Landlord shall remain the property of Landlord.

SECTION 10.16. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal, or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. §§ 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to acts and/or omissions of the Tenant. In addition, Tenant shall execute affidavits, representations, and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify and hold Landlord harmless in the manner elsewhere provided in this Lease from any release of hazardous materials on the Leased Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

Landlord, to the best of Landlord's knowledge and belief, states that there are no hazardous materials within the Leased Premises as of the date of this Lease.

Landlord acknowledges that materials potentially presenting a biohazard risk may be present on the site during the course of Tenant's business activities and that such biohazardous material will be collected and stored in containers using the universal biohazardous symbol in the Leased Premises prior to proper disposal. The tenant will at all times store such material in the required manner and shall ensure that the material is disposed of as required by all governmental agencies. The parties acknowledge that Landlord shall not be responsible for the disposal or storage of any such materials and that in the event Landlord, its agents or employees shall enter the Leased Premises such party shall use best efforts and caution to deal in a reasonable manner with any such materials if required to do so.

SECTION 10.17. RIGHT TO RELOCATE

In the event Landlord shall add additional buildings to the Shopping Center or expand any of the buildings currently contained therein or renovate or reconfigure any part of the Shopping Center in the vicinity of the Leased Premises, Landlord shall have the right, subject to Tenant's right of termination as set forth below to relocate Tenant's operation to other premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

Landlord shall notify Tenant, at least one hundred fifty (150) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; the proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; and the New Premises shall be substantially the same in size and configuration as the Leased Premises described in the Lease.

In the event Landlord relocates Tenant and has completed the Tenant Improvements at Landlord's expense, Tenant shall enter into a new lease agreement with Landlord for a period of five (5) years

under the same terms and conditions of this Lease.

In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to reject the relocation request. Upon Landlord's receipt of Tenant's rejection Landlord shall, in its sole discretion, have the right to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice or to retract the relocation request and this Lease shall continue in full force and effect. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired term of this Lease.

Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

SECTION 10.18. AMERICANS WITH DISABILITIES ACT

Landlord agrees that at the time of delivery to Tenant all common areas, such as sidewalks and parking lots to the best of Landlord's knowledge will comply with the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. At Tenant's expense, Tenant agrees to design, furnish, and construct the Leased Premises to comply with the Americans with Disabilities Act of 1990.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Premises.

SECTION 10.19. RECORDATION

Neither this Lease nor a short form or memorandum thereof shall be recorded in the public records.

SECTION 10.20. LANDLORD'S RESTRICTIONS

Except as permitted by existing leases, Landlord, to the best of Landlord's ability, agrees that no part of the Shopping Center shall be occupied by an adult book or adult video store or other businesses which sell or display pornographic material, however, any sale of adult magazines or rental of adult videos in less than ten percent (10%) of the sales floor area of any tenant shall not

be considered a violation of this agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Date: _____

LANDLORD: City of Flowery Branch, GA

_____

By: Edward R. Asbridge, Mayor

ATTEST:

_____

By: Shelia Cooper, City Clerk

[CITY SEAL]

Date: _____

TENANT: Nicholas St. Clair

_____

By: Nicholas St. Clair

Sworn to and subscribed before me
this _____ day of November 2024.

_____

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A
SITE PLAN

This Exhibit is solely for the purpose of showing the approximate location of the Leased Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

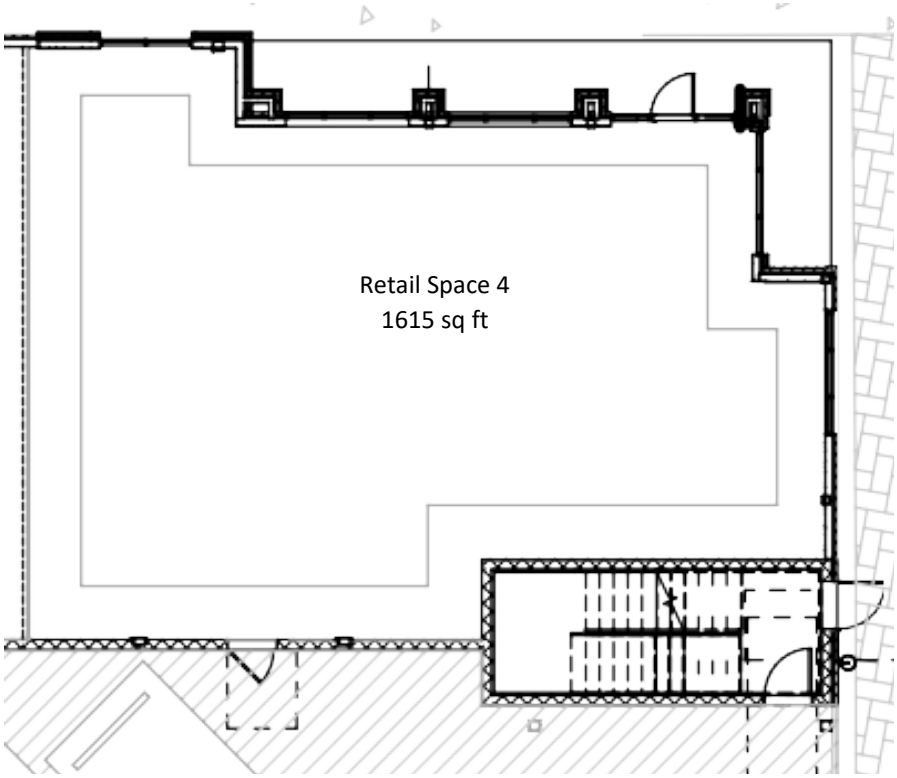


EXHIBIT B

LANDLORD AND TENANT'S WORK

Landlord's Work

1. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees to accept delivery of possession of the Leased Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Leased Premises for Tenant's occupancy, except as set forth below:

a. Landlord shall deliver the major components of the internal grease trap, sanitary sewer stub, ventilation chase for hood exhaust and an undistributed HVAC system in good working order.

2. Provided Tenant is not in default hereunder and shall have completed Tenant's Work in compliance with the plans and specifications approved by Landlord and in compliance with all governmental codes, ordinances and the terms hereof, Landlord shall pay to Tenant a sum up to EIGHTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS and No/100 Dollars ($80,750.00) as a construction allowance (the "Tenant Improvement Allowance"), in no event to exceed the actual costs of improvements constituting Tenant's Work which are installed in the Leased Premises. Allowance to be paid in four installments throughout the Tenant's construction phase as follows: 25% completed, 50% completed, 75% completed and final 25% upon Tenant opening for business. The payment of all installments shall be subject to Landlord's inspection confirming the percentage of Tenant Work has been completed in compliance with all applicable laws, codes, rules, and regulations. Additionally, the payment of the final installment is conditioned upon the Tenant delivers to Landlord the following documentation: (i) a certificate of occupancy for the Leased Premises, (ii) waivers of lien in form and substance satisfactory to Landlord, (iii) paid invoices for Tenant's Work for which the Tenant Improvement Allowance will be or has been applied, (iv) proof of installation of a Landlord approved exterior sign on the Leased Premises which identifies Tenant's business. Any portion of the Tenant Improvement Allowance not utilized by Tenant in connection with initial improvement of the Leased Premises in accordance with the provisions of this Work Schedule shall be retained by Landlord for Landlord's benefit. No portion of the Tenant Improvement Allowance shall be applied toward Tenant's moving expenses, furniture, trade fixtures, equipment, or any other personal property of Tenant. In the event of default under this Lease by Tenant, which default shall not have been fully cured by Tenant within any applicable cure period allowed under this Lease, any and all portions of the Tenant Improvement Allowance which shall have theretofore been disbursed to Tenant shall constitute additional rent and shall be immediately due and payable as such to Landlord.

3. During the construction of the Tenant Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance for the benefit of Tenant in installments as set forth in

Paragraph 2 above and shall authorize the release of monies for the benefit of the Tenant as follows:

During the construction of the Tenant Improvements (or such other date as the Landlord may designate), Tenant shall deliver to Landlord: (a) a request for reimbursement of amounts paid to the contractor, approved by Tenant in a form to be provided by landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed, (b) all invoices for labor rendered and materials for the Premises, (c) executed mechanic's lien releases as applicable, from all of Tenant's agents performing work in the Premises, and (d) all other information reasonably required by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in the Tenant's reimbursement request. Within thirty (30) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of (i) the amounts so requested by Tenant as, or (ii) the balance of any remaining available portion of the Tenant Improvement Allowance balance provided that Landlord does not dispute any request for payment based on non-compliance of any work with the plans and specifications or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplies as set forth in Tenant's payment request. Upon completion of the construction of the Tenant Improvements, Tenant shall deliver to Landlord properly executed mechanic's liens for work furnished and/or the materials supplied.

Tenant's Work

1. Tenant agrees to submit to Landlord plans and specifications covering the Tenant Improvements in such detail as Landlord or Managing Agent may require within fifteen (15) days of execution of this Lease and Tenant agrees not to commence work on any of the Tenant Improvements until Landlord has approved such plans and specifications in writing. On or before the Possession Date, Tenant shall deposit with Landlord a certificate of insurance clearly stating the insurance requirements specified in Section 7.2, Tenant shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Leased Premises. At all times during Tenant's construction, Landlord and its representatives shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Tenant Improvements. The tenant, at its sole cost, shall complete all interior improvements needed to operate its business.

2. Heating and Air Conditioning Maintenance Provisions:

The tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the state in which the Shopping Center exists, which firm shall:

a. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters and other parts as required; and supply Landlord with copies of the maintenance reports should Landlord request them to do so.

b. Perform energy and extraordinary repairs on the air conditioning unit(s).

c. Keep a detailed record of all services performed on the Leased Premises and prepare an annual service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord at the end of each calendar year, a copy of said annual service report. Not later than thirty (30) days prior to the Lease Commencement Date of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT C
LEGAL DESCRIPTION

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

The Retail Master Unit of the FB Main Street Master Condominium, as established by the Declaration of Condominium for FB Main Street, A Master Condominium, of record in Deed Book 8924, Page 507-595, Hall County, Georgia records, together with the undivided percentage of interest in the Common Elements appurtenance to said Unit as set forth in Exhibit B of the Declaration of Condominium for FB Main Street, A Master Condominium. Reference is hereby made to the plat of FB Main Street, A Master Condominium of record in Plat Book 880, Page 440 in Plat Book 880, Pages 441-445 Hall County, Georgia records, for a more complete identification and description of the Retail Master Unit.

EXHIBIT D
RULES AND REGULATIONS

Tenant covenants and agrees that Tenant, at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Leased Premises and all corridors and loading areas immediately adjoining the Leased Premises in a clean, orderly, and sanitary condition and free of insects, rodents, vermin, and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will promptly replace, any plate glass or window glass of the Leased Premises which may become cracked or broken, with glass of a like kind and quality;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the Leased Premises or within two (2) feet of any entrance from the Leased Premises, on the foot walk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so produced, transmitted or reproduced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or seen outside of the Leased Premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises;

(h) Will not solicit business, distribute handbills or other advertising matter, or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of Leased Premises or any work to be performed in the Leased Premises by

Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the Leased Premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the Leased Premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the Leased Premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted in the Leased Premises) required by the aforementioned rules, regulations and associations or other body in order to obtain insurance at the lowest available premium rate throughout the Term of the Lease;

(k) Will keep all outside areas immediately adjoining the Leased Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(l) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(m) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(n) Will not place, cause, or permit to be placed within the Leased Premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord;

(o) Will comply with all obligations of the FB Main Street – A Master Condominium Declaration of Covenants and By-Laws.

EXHIBIT E
SIGN CRITERIA

Signs shall be furnished and installed by Tenant according to the following:

1. Landlord may erect and maintain such suitable signs or signage as Landlord, in its sole discretion, may deem appropriate to advertise the Premises.

2. Tenant may erect and maintain, at its sole cost and expense, not more than one (1) sign upon the exterior of the Premises, identifying Tenant's business by name. No such sign erected by Tenant shall contain a listing of merchandise or service or any slogan related to Tenant's business.

3. Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.

4. All signs and sign locations must be approved by Landlord prior to installation, and Landlord reserves the right, in its sole discretion, to reject any sign proposed by Tenant that does not meet Landlord's requirements.

5. All signs must comply with applicable government regulations and requirements, and the Tenant shall keep all signs property maintained and in good working order.

6. Care should be taken to prevent damage to the façade during sign installation.

7. Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.

8. All permits and licenses for sign installation shall be the responsibility of the Tenant or sign contractor.

EXHIBIT F

GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENTANT:	Nicholas St.Clair
LEASE DATE:	*November 7, 2024*

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the "Lease"), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called "Landlord"), and Nicholas St.Clair (hereinafter called "Tenant"), the undersigned, Nicholas St.Clair, an individual, (hereinafter called "Guarantor"), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys' fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR:

Nicholas St.Clair, INDIVIDUALLY

_____

By: Nicholas St.Clair, an Individual
Address: 110 Main Street, Flowery Branch, GA 30542
Social Security Number: _____ - ____ - _____

Sworn to and subscribed before me
this is _7___ day of November 2024.

_____

NOTARY PUBLIC

My Commission Expires:

[SEAL]

GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENTANT:	Nicholas St.Clair
LEASE DATE:	*November 7, 2024*

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the "Lease"), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called "Landlord"), and Nicholas St.Clair , (hereinafter called "Tenant"), the undersigned, Nicholas St.Clair, an individual, (hereinafter called "Guarantor"), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys' fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the

provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR:

Nicholas St.Clair, INDIVIDUALLY

_____

By: Nicholas St.Clair, an Individual
Address: _110 Main Street, Flowery Branch, GA 30542 __
Social Security Number: _____ - ____ - _____

Sworn to and subscribed before me
this is _7___ day of November 2024.

_____

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT G
RENT SCHEDULE

The following schedule shall begin on the Fixed Minimum Rent Commencement Date. Notwithstanding the foregoing, beginning on the Possession Date, the Tenant shall begin the payment of the Tenant's prorata share of Additional Rent as shown in Section 1.1.M.

LEASE TERM

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 1 – 12	$3,230.00	$38,760.00	Full Amount Due Under the Lease
Months 13 – 24	$3,326.90	$39,922.80	Full Amount Due Under the Lease
Months 25 – 36	$3,426.71	$41,120.52	Full Amount Due Under the Lease
Months 37 – 48	$3,529.51	$42,354.12	Full Amount Due Under the Lease
Months 49 – 60	$3,635.40	$43,624.80	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 61 - 72	$3,744.46	$44,933.52	Full Amount Due Under the Lease
Months 73 - 84	$3,856.79	$46,281.48	Full Amount Due Under the Lease