City of Flowery Branch
City Council Meeting
Thursday, February 06, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Consider - 1st Reading of Ordinance 575a and 576a Request to Amend Approved Conditions of Zoning. (Applicant Gee Harvey)
  Combined Signed Ordinances.pdf
  Proposed Change to Conditions of Zoning.pdf
- Consider - Annexation of three (3) parcels of land totaling 44.36 +/- acres of land for 102 single family detached subdivision.
  Applications as submitted.pdf
  McEver Whitehorse staff report.pdf
  McEver Road Corridor.pptx
- Consider a request from Bill Stark MB Regional Enterprises, Inc. to rezone 17.43 +/- acres of land identified as 0 McEver Road, tax parcel number 08099 000011, from M1 (Light Industrial) to PUD (Planned Unit Development) with the intent to develop a 93 unit attached townhome subdivision.
  Application as submitted.pdf
  Staff Report for Bowen Stark.pdf
  McEver Road Corridor.pptx

UNFINISHED BUSINESS - WORK SESSION:

NEW BUSINESS -WORK SESSION:

- Consider GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement
  Executive Summary - GMEBS Restated Adoption Agreement.pdf
  Flowery Branch GMEBS Cover Letter 1-7-2020.pdf
  Flowery Branch GMEBS Adoption Agreement.pdf
  GMEBS 2018 Master Plan.pdf
  Amendment 1 to DB Master Plan 9.28.2018.pdf
  Summary of Amendments 1 6 2020.pdf
- Consider Resolution 20-003 - 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019
  Resolution 20-003 Executive Summary.pdf
  Resolution 20-003.pdf
  Attachment A - Resolution 20-003 Budget Amendment Form.pdf
  Attachment B - Budget Adjustment Descriptions & Dept Adjustments Report.pdf
- Consider 2020 Regulatory Event Dates

2020 Regulatory dates.doc

- Consider elevations submitted for approval by Mr. Gee Harvey for the Bell Road subdivision.
  Clean and denoted 40 and 50 elevations.pdf
  Combined Signed Ordinances.pdf
- Consider - Request for Sewer Capacity by Capstone Acquisition, LLC
  Conceptual Layout - Senior Facility Development - Capstone - Flowery Branch.pdf
  Conceptual Layout - Multi-family Development - Capstone - Flowery Branch.pdf
  Final Council Map 20.01.31.pdf
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  Application as submitted.pdf
  Staff Report for Bowen Stark.pdf
  McEver Road Corridor.pptx
- Consider a request by Mr. Bret Clark to amend his approved site plan associated with McEver Self-Storage ordinance # 580.
  Proposed Site Changes - McEver Serlf-Storage.pdf
- Consider Resolution 20-004 - Proposed Increase of the Hotel-Motel Tax from 5% to 8%
  DCA Rates Report Oct. 2019.pdf
  5% Hotel - Motel Tax - History of Collections FY2014 to Present.pdf
  FY2019 Flowery Branch Events Budget Forecast - provided by LLCVB.pdf
  Notice.House Bill.Resolution.pdf
- Consider January 16, 2020 Meeting Minutes
  011620 draft.pdf

DEPARTMENT REPORTS: -

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

- FY2020 - Quarter 2 Financial Update
  12-31-2019 FY2020 2nd Qtr Report.pdf
  12-31-2019 Finanicals Update Presentation.pdf

- FY2020 - 2nd Quarter SPLOST VII Update
  SPLOST VII Update 12-31-2019.pdf

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider 2020 Regulatory Event Dates
  2020 Regulatory dates.doc
- Consider January 16, 2020 Meeting Minutes
  011620 draft.pdf

UNFINISHED BUSINESS - VOTING SESSION:

- Consider elevations submitted by Mr. Chris Hill for a proposed downtown townhome development.
  Granicus Binder.pdf

NEW BUSINESS - VOTING SESSION:

- Consider Resolution 20-003 - 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019
  Resolution 20-003 Executive Summary.pdf
  Resolution 20-003.pdf
  Attachment A - Resolution 20-003 Budget Amendment Form.pdf
  Attachment B - Budget Adjustment Descriptions & Dept Adjustments Report.pdf
- Consider - 1st Reading of Ordinance 575a and 576a Request to Amend Approved Conditions of Zoning. (Applicant Gee Harvey)
  Combined Signed Ordinances.pdf
  Proposed Change to Conditions of Zoning.pdf
- Consider Resolution 20-004 - Proposed Increase of the Hotel-Motel Tax from 5% to 8%
  DCA Rates Report Oct. 2019.pdf
  5% Hotel - Motel Tax - History of Collections FY2014 to Present.pdf
  FY2019 Flowery Branch Events Budget Forecast - provided by LLCVB.pdf
  Notice.House Bill.Resolution.pdf

EXECUTIVE SESSION:

ADJOURNMENT:

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - 1st Reading of Ordinance 575a and 576a Request to Amend Approved Conditions of Zoning. (Applicant Gee Harvey)

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch.

FACTS AND ISSUES:
Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. Our measurements indicate the distance is no more than 1.7 miles.
Procedurally, to save the applicant time on this important decision the schedule is as it was previously - back to back Council meeting each with a vote. February 6th is the public hearing and first vote and February 29th will be the second and final vote.

OPTIONS:
Change the condition of zoning allowing the site to be served by Gainesville water or deny the request and have the applicant run a new water line to the site.

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I make a motion to approve the first reading of Ordinance 575a and 576a

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COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Combined Signed Ordinances.pdf
- Proposed Change to Conditions of Zoning.pdf

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 575

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of May 16, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 18, 2019.

SECTION 6. REPEALER

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

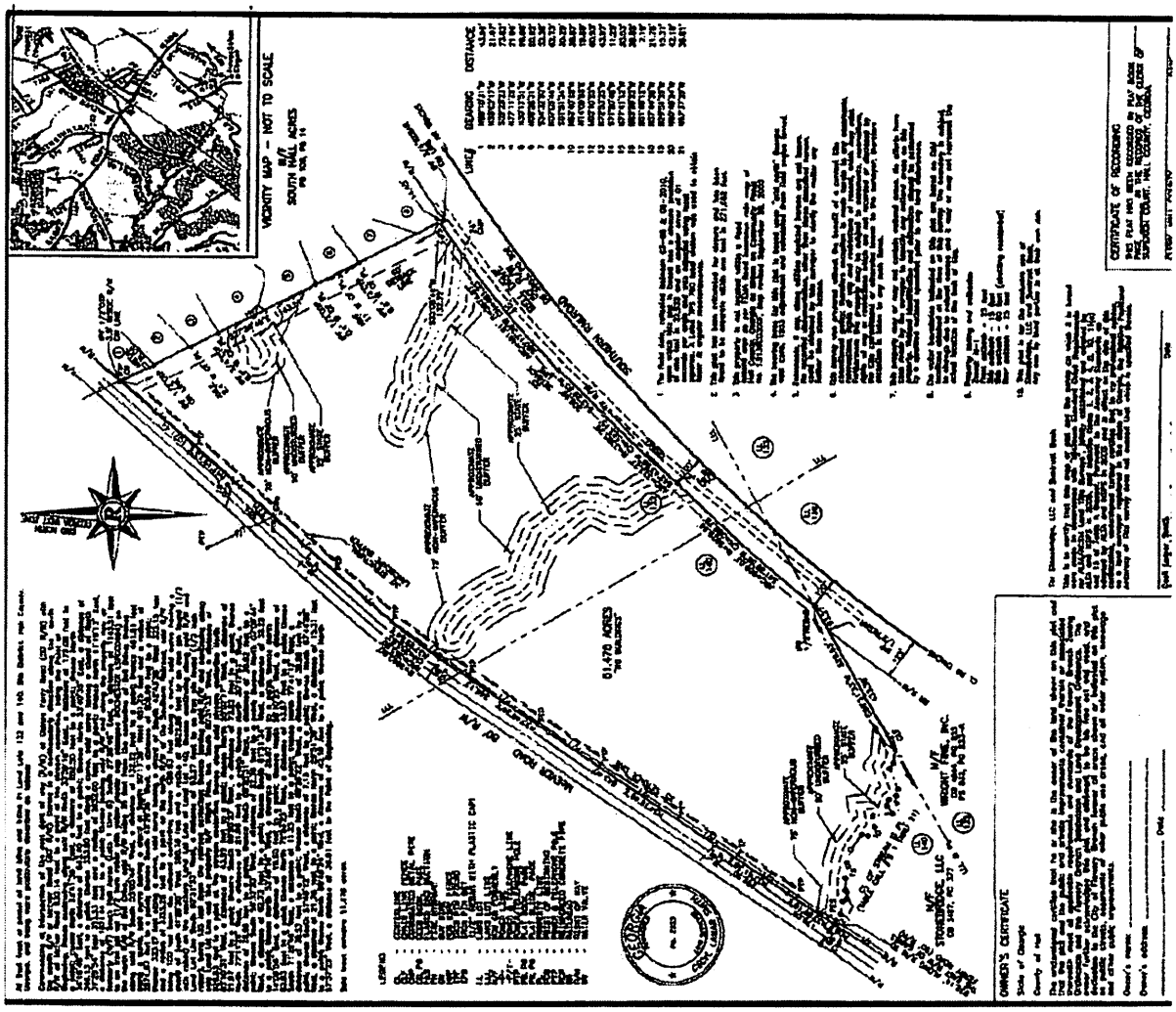

VICINITY MAP – NOT TO SCALE
SOUTH HALL ACRES
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING
GEORGIA

Exhibit "B"

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

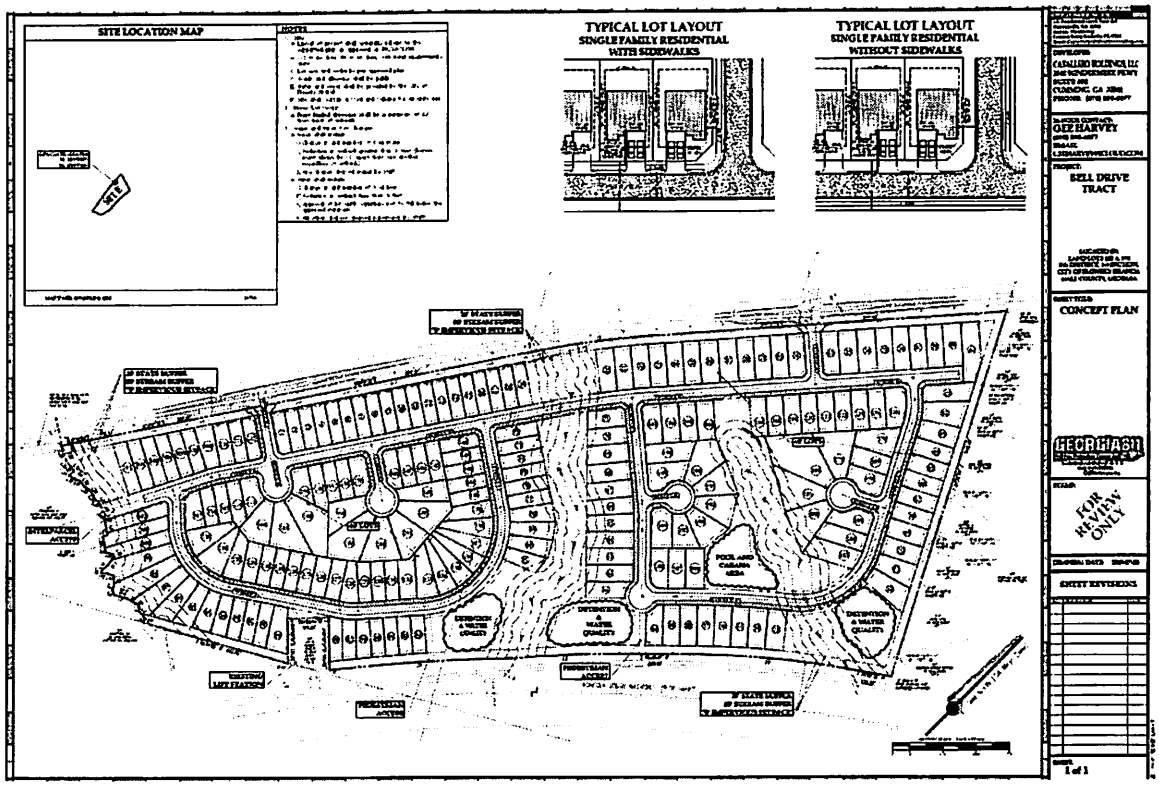
thence NORTH 66 DEGREES 37 MINUTES 23 SECONDS WEST a distance of 14.65 feet to a point;
thence NORTH 29 DEGREES 49 MINUTES 56 SECONDS WEST a distance of 21.86 feet to a point;
thence NORTH 50 DEGREES 44 MINUTES 22 SECONDS WEST a distance of 23.15 feet to a point;
thence SOUTH 63 DEGREES 51 MINUTES 50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

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

Exhibit "C"

Conditions of Zoning

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



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

2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 576

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of June 27, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 19, 2019.

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

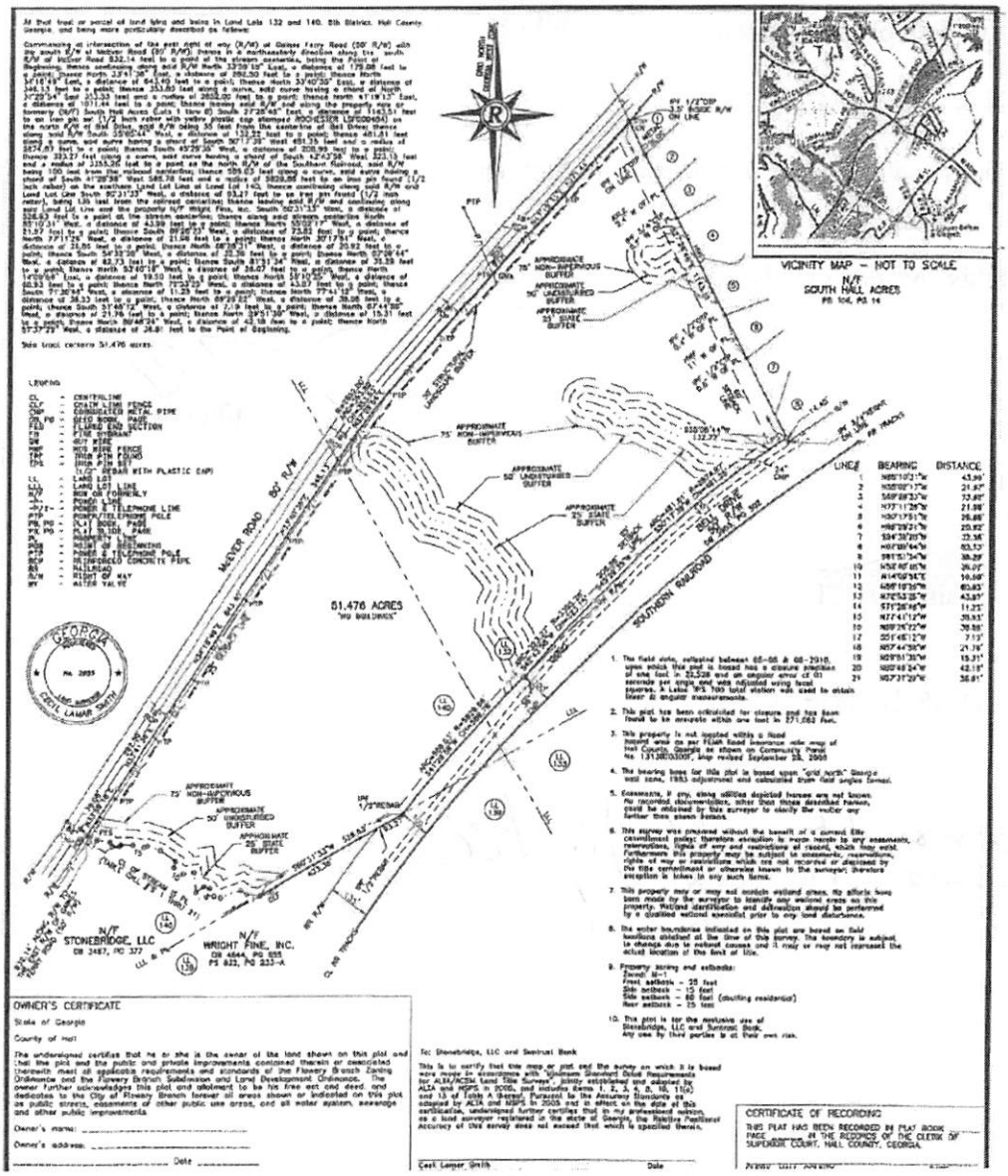

VICINITY MAP – NOT TO SCALE
N/F
SOUTH HALL ACRES
PB 104, PG 14
51.476 ACRES
MALVOR ROAD
SOUTHERN RAILROAD
N/F
STONEBRIDGE, LLC
N/F
WRIGHT FINE, INC.
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING

Exhibit "B"

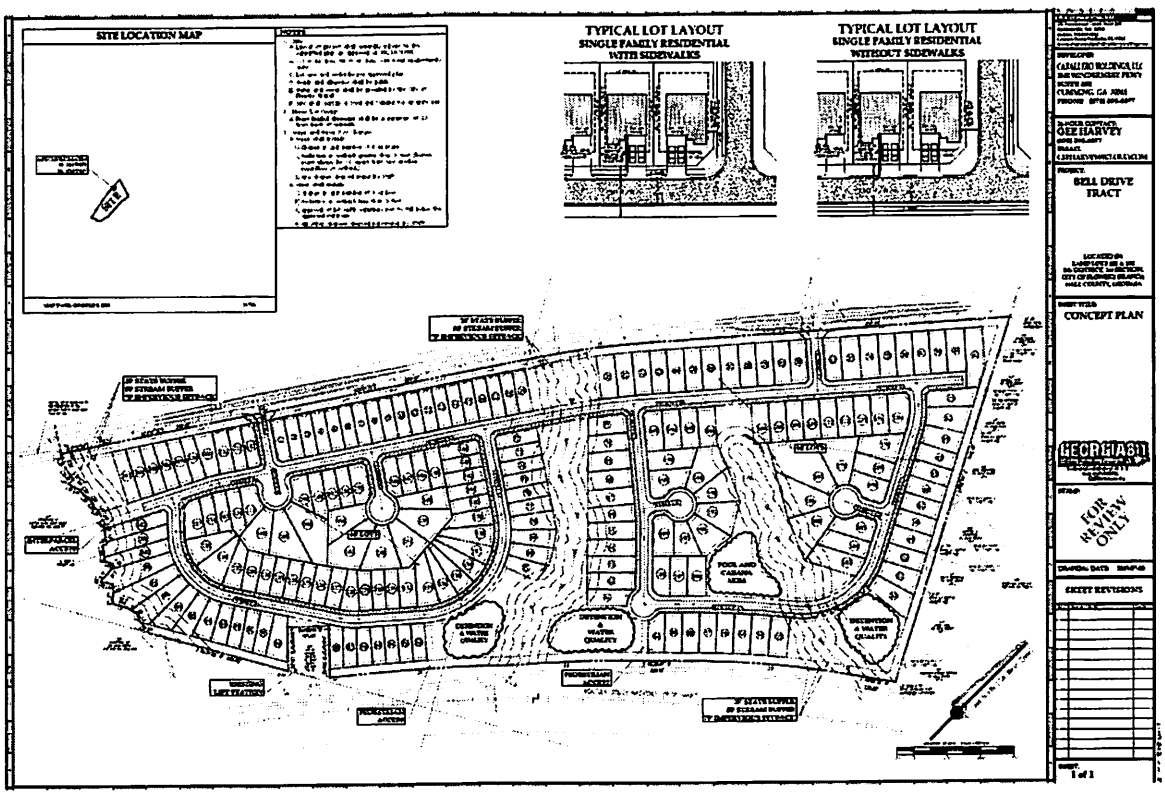
ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running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

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

Exhibit "C"

Conditions of Zoning

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



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

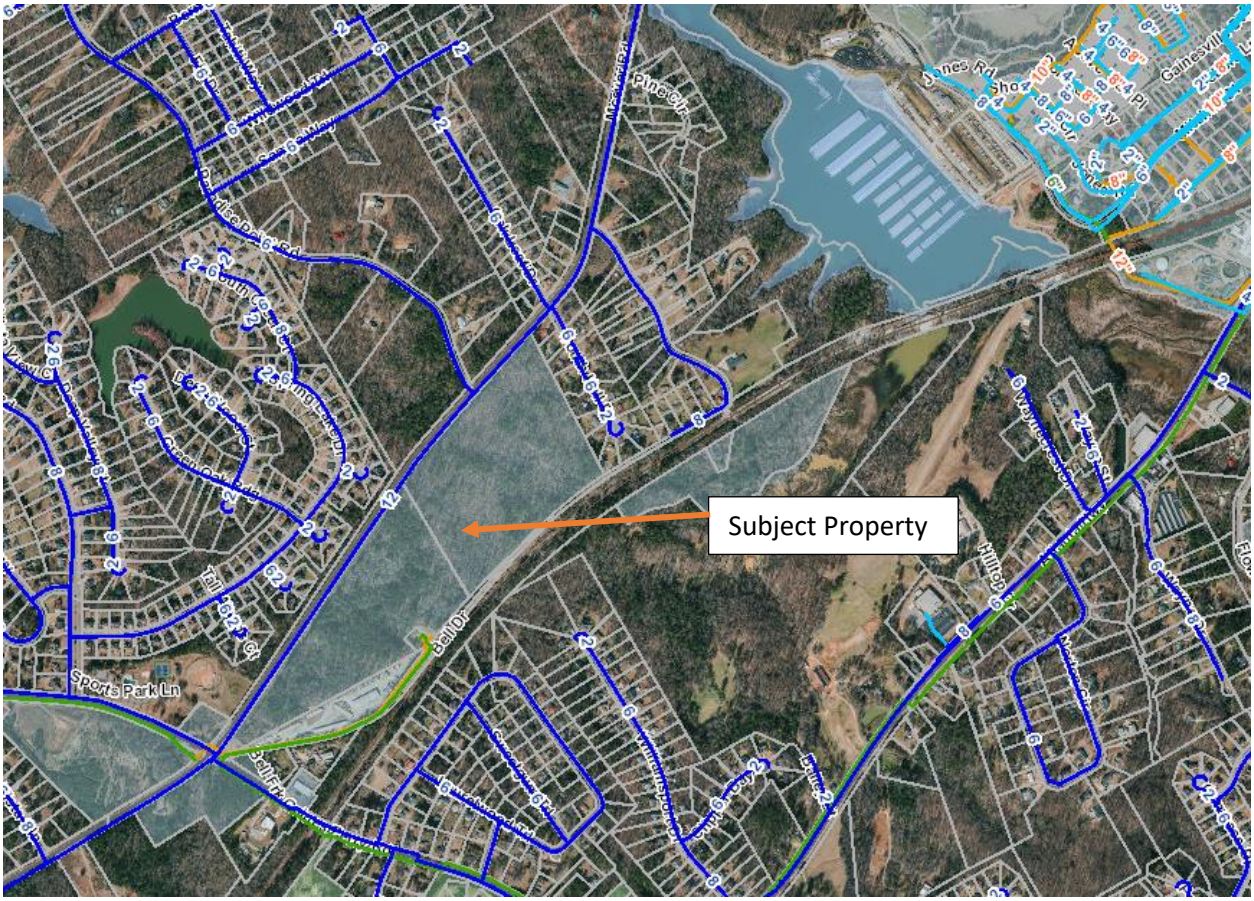
2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Proposed Change to Conditions of Zoning
Bell Road S/D
Cotter-Harvey

On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch. By law the rezoning must be reopened, re-advertised, a public hearing must be held, and Council must once again render a decision on this case. The legal requirements have been met by staff. Applicant has requested to have a public hearing with an initial vote on February 6, 2020 and the second reading and vote on February 20, 2020. Staff recommends allowing this to occur as the project is nearing approval for site work.

Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. The map below shows the City of Gainesville line in dark blue while the Flowery Branch lines are shown in light blue.



Staff Recommendation

The City's water and sewer consultant, Mr. Bob Troxler, is opposed to the site being served by the City of Gainesville as the City not only loses 199 customers on site but also loses the ability to serve other sites farther south that may be annexed and developed.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Annexation of three (3) parcels of land totaling 44.36 +/- acres of land for 102 single family detached subdivision.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

The proposed annexation is part pf the McEver Corridor (please see attached powerpoint). Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would have no access to any commercial uses at the present time. The northern corner of Gaines Ferry and McEver is also zoned commercial and is currently vacant. This area could have been made part of the approved 199 home PUD subdivision and turned into a true mixed-use project. It is staff's opinion that the approval of the proposed subdivision without including the commercial pieces of property to the north create another subdivision on an island. Additionally, it leaves an entire corner (one of the two the City controls) of the McEver Road Corridor vacant and zoned commercial. This would be another missed opportunity in the corridor.

FACTS AND ISSUES:

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

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No vote at this time. Public hearing and work session only.

SAMPLE MOTION:
No vote at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Applications as submitted.pdf
- McEver Whitehorse staff report.pdf
- McEver Road Corridor.pptx

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

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

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

Annexation Application #2/ 6533 McEver Road, Flowery Branch, GA 30542/Parcel No. 08150 002018/Owner - CROW DARRYL HOLDINGS LLC/Acres - 34.56

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

Parcel ID	08150 002024	**Physical Address**	6593 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	HINTON FAMILY, LLLP	**Contact Info**	HINTON FAMILY, LLLP 2753 MERRITT DR. BUFORD GA 30518
Parcel ID	08150A000001	**Physical Address**	6604 LAKE RUN DRIVE , FLOWERY BRANCH, GA 30542	**Owner**	RENATA RAVIZZINI	**Contact Info**	RENATA RAVIZZINI 6604 LAKE RUN DRIVE FLOWERY BRANCH GA 30542
Parcel ID	08150 002009	**Physical Address**	6574 MCEVER ROAD , FLOWERY BRANCH GA 30542	**Owner**	WILLIAM SCRUGGS BERNADETTE SCRUGGS	**Contact Info**	WILLIAM SCRUGGS SCRUGGS BERNADETTE 6574 MCEVER ROAD FLOWERY BRANCH GA 3054
Parcel ID	08149 000010	**Physical Address**	6547 MCEVER ROAD, FLOWERY BRANCH GA 30542	**Owner**	BERNADETTE B SCRUGGS BARBARA O'CALLAGHAN	**Contact Info**	BERNADETTE B SCRUGGS O'CALLAGHAN BARBARA 6547 MCEVER ROAD FLOWERY BRANCH GA 30542
Parcel ID	08149 000009	**Physical Address**	6526 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	DORIS P BAILEY	**Contact Info**	DORIS P BAILEY P.O. BOX 3109 CLEVELAND GA 30528
Parcel ID	08149 000101	**Physical Address**	6505 VISTA GLEN, FLOWERY BRANCH GA 30542	**Owner**	JOHN M CREVIS III	**Contact Info**	JOHN M CREVIS III 6505 VISTA GLEN FLOWERY BRANCH GA 30542
Parcel ID	08150 002002	**Physical Address**	6509 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	E&S DEVELOPMENT, LLC	**Contact Info**	E&S DEVELOPMENT, LLC 5052 NELSON BROGDON BLVD. SUGAR HILL GA 30518

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

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

Quantum National Bank
Suwanee, GA
64-0489/0611

001210

11/25/2019

PAY TO THE ORDER OF City of Flowery Branch $ **500.00

Five Hundred and 00/100********** DOLLARS

City of Flowery Branch

Flowery Branch, GA

MEMO Rezoning Fees 6533 McEver Rd

AUTHORIZED SIGNATURE MP

Security Features Included Details on back.

⑈001210⑈ ⑆061104893⑆ 33644⑈

White Horse 70 LLC **001210**

City of Flowery Branch 11/25/2019

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

Quantum National Ba Rezoning Fees 6533 McEver Rd 500.00

Flowery Branch

ANNEXATION APPLICATION

Application #1

Date: November 21, 2019

Address of Request:
6509 McEver Rd (Parcel # 08150 002002)

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature: BR

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Flowery Branch

Property Information

Tax Map Number: 08150 002002

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

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

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

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Flowery Branch

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift

Flowery Branch

REZONING APPLICATION

Application #2

Date: November 21, 2019

Address of Request:
6533 McKever Road (Parcel # 08150 00218)
Flowery Branch, GA 30542

Tax Map # 08150 002018 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: _____

Notary: _____

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

Flowery Branch

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Notary: Beverly Rowland

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

Property Information

Tax Map Number: 08150 002018

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

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

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

Current Use: Undeveloped Property

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

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

- Legal description
- Current survey of property

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

Conflict of Interest Disclosure

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

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

NO

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

NO

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

NO

Disclosure of Campaign Contributions

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

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

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

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

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

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

Combined legal for Tax Map # 08150-2002; 08150 002018

LEGAL DESCRIPTION

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

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

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

The above described property contains an area 43.735 acres.

Annexation Application #1/ 6509 MCEVER RD, Flowery Branch, GA 30542/Parcel No. 08150 002002/Owner - E&S DEVELOPMENT, LLC /Acres - 8.84

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

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

Flowery Branch

ANNEXATION APPLICATION

Application #2

Date: November 20, 2019

Address of Request:
6533 McEver Rd (Parcel # 08150 002018)
Flowery Branch, GA 30542

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature:

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Property Information

Tax Map Number: 08150 002018

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

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

Proposed City of Flowery Branch Zoning: PUD Planned Unit Development

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift
None	

Flowery Branch

REZONING APPLICATION

Application #2

Date: November 21, 2019

Address of Request:
6533 McKever Road (Parcel # 08150 00218)
Flowery Branch, GA 30542

Tax Map # 08150 002018 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: _____

Notary: _____

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

Flowery Branch

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Notary: Beverly Rowland

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 19, 2020

Property Information

Tax Map Number: 08150 002018

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

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

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

Current Use: Undeveloped Property

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

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

- Legal description
- Current survey of property

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

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

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

NO

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

NO

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

NO

Disclosure of Campaign Contributions

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

Tract One:

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

Tract Two:

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

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

Tract Three:

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

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

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

LEGAL DESCRIPTION

Combined legal Parcel # 08150 00218; 08150 00202

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

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

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

The above described property contains an area 43.735 acres.

Flowery Branch

ANNEXATION APPLICATION

Application #3

Date: November 21, 2019

Address of Request:
6490 McEver Rd (Parcel # 08149 000005)

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature:

Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By:

Property Information

Tax Map Number: 08149 000005

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

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

Proposed City of Flowery Branch Zoning: _____

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Flowery Branch

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift

Flowery Branch

REZONING APPLICATION

Application #3

Date: November 21, 2019

Address of Request:
6490 MCEVER RD , FLOWERY BRANCH, GA 30542

Tax Map # 08149 000005 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature:

Notary:

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

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By:

Notary:

WILLIAM R FRICKS
My commission expires
NOTARY
PUBLIC
March 8, 2020
GWINNETT COUNTY, GEORGIA

Property Information

Tax Map Number: 08149 000005

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

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

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

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

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

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

- Legal description
- Current survey of property

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

Conflict of Interest Disclosure

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

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

NO

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

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

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

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

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

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

Annexation Application #3/ 6490 McEver Road, Flowery Branch, GA 30542/Parcel No. 08149 000005/Owner - ALL AWESOME PROPERTIES LLC/Acres - 0.96

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

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

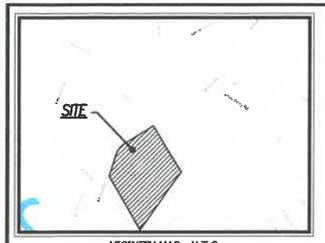
Easement and Agreement

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

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

All Awesome Properties, LLC.
By: Joe Ackerman

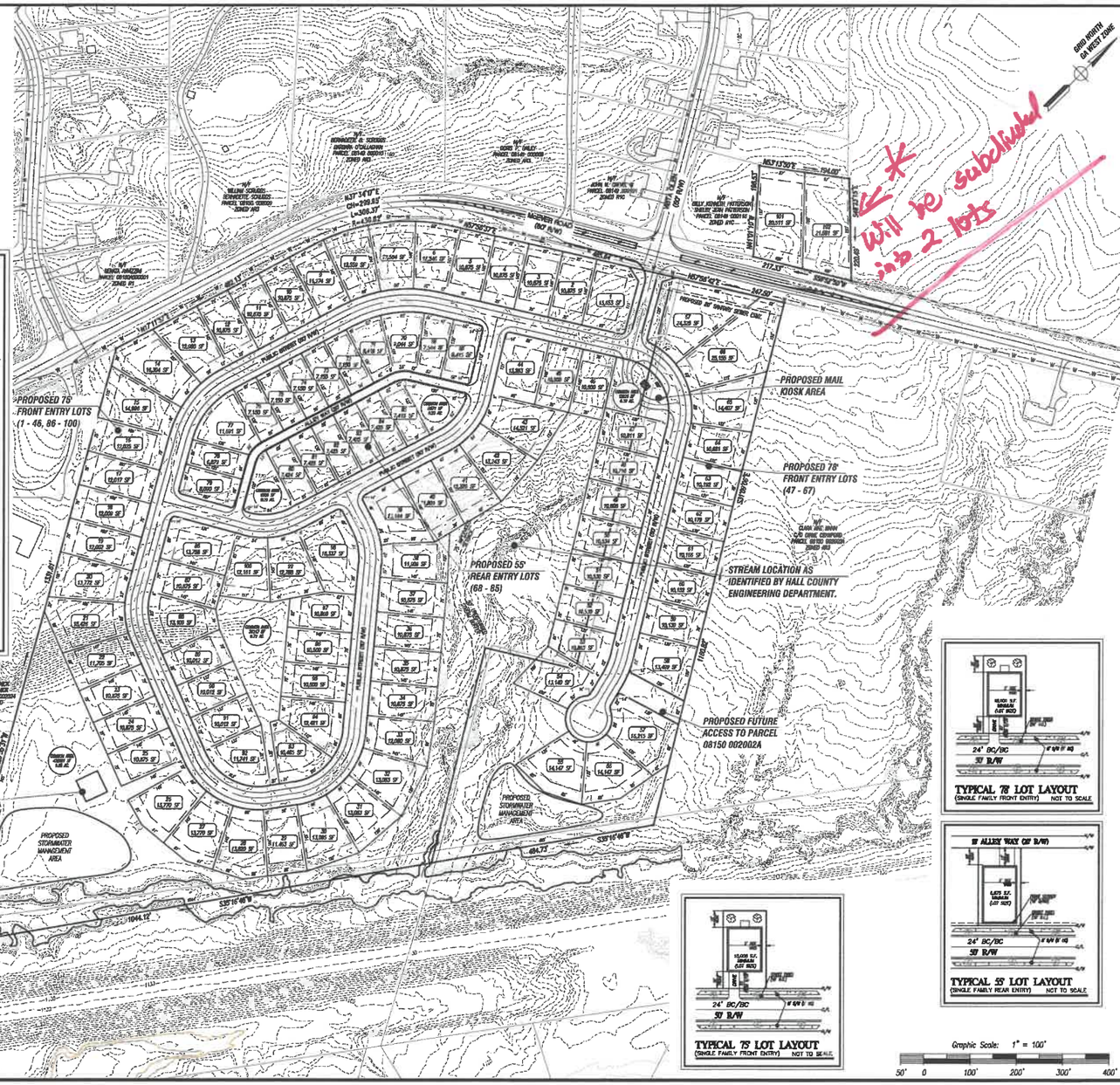
White Horse 70, LLC.
By: Renee E. McKenzie Manager



VICINITY MAP - N.T.S.

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±44.67 AC.
2. TOTAL NUMBER OF UNITS = 102
3. CURRENT ZONING = AR3 & H-B
4. PROPOSED REZONING PARCEL : 08150 002018, 08150 002002 & 08149 000005
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY DETACHED RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 2.28 UNITS/AC.
   OPEN SPACE PROVIDE = ±5.3 AC. (OPEN SPACE PROVIDED EXCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
7. MINIMUM LOT SIZE: 6,875 SQ. FT.
8. PROPOSED FRONT ENTRY SETBACKS:
   FRONT YARD = 25'
   REAR YARD = 25'
   SIDE YARD = 5'
9. ALL LOTS TO BE SERVED BY SANITARY SEWER.
10. WATER SERVICE PROVIDED BY THE CITY OF GAINESVILLE. SEWER SERVICE PROVIDED BY THE CITY OF FLOWERY BRANCH.
11. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
12. NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER HALL COUNTY F.I.R.M. COMMUNITY PANEL NO. 13139C0290G, DATED APRIL 4, 2018. FLOOD SHOWN IS HALL COUNTY FUTURE FLOOD LIMITS.
13. BOUNDARY INFORMATION FROM HALL COUNTY GIS AND DEED RESEARCH.
14. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
15. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



TYPICAL 78' LOT LAYOUT
(SINGLE FAMILY FRONT ENTRY) NOT TO SCALE

TYPICAL 55' LOT LAYOUT
(SINGLE FAMILY REAR ENTRY) NOT TO SCALE

TYPICAL 75' LOT LAYOUT
(SINGLE FAMILY FRONT ENTRY) NOT TO SCALE

Graphic Scale: 1" = 100'

50' 0 100' 200' 300' 400'

LEGEND

IRF	IRON FOUND
I.P.S.	IRON PIN SET (1/2" REBAR)
I.P.F.	IRON PIN FOUND
C.M.F.	CONCRETE MONUMENT FOUND
R.W.	RAIL WAY TRACK
B.L.	BENCHMARK
T.B.M.	TEMPORARY BENCHMARK
R.C.P.	REINFORCED CONCRETE PIPE
W.V.	WATERS VALVE
D.I.	DRAIN INLET
L.L.	LAND LOT LINE
L	LAND LOT
D.L.	DISTRICT LINE
C	CENTERLINE
B	BUILDING LINE
E.W.	EDGE OF WATER
E.C.	PAVEMENT EDGE CHECKOUT
D.E.	DRAINAGE EASEMENT
B.C.	BACK OF CURB
E.C.	EDGE OF CURB
T.O.C.	TOP OF CURB
F.L.	FLOW LINE
H.C.W.D.	HOUSTON COUNTY WATER DISTRICT
O.R.V.	OPEN REDUCED VENT
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
T.P.	TRUE POINT
U.P.	WATER ELEVATION
F.F.E.	FINISHED FLOOR ELEVATION
C.M.P.	CORRUGATED METAL PIPE
C.S.P.	CORRUGATED STEEL PIPE
R.C.P.	REINFORCED CONCRETE PIPE
R.P.P.	REINFORCED PIPE PIPE
P.V.C.	POLYVINYL CHLORIDE PIPE
V.C.P.	VITRIFIED CLAY PIPE
L.P.	LIGHT POLE
P.P.	POWER POLE OR UTILITY POLE
S.W.	SIDEWALK
S.P.M.H.	SINGLE WYE CATCH BASIN
D.P.M.H.	DOUBLE WYE CATCH BASIN
C.O.	CLEANOUT
R.B.	REFERENCE BOX
W.M.	WATER METER
W.V.	WATER VALVE
H.H.	WATER MANHOLE
W.S.	WATER SPIGOT
G.V.	GAS VALVE
F.G.	FINISHED GROUND ELEVATION
F.H.E.	FIREPLACE HEARTH ELEVATION
E.C.E.	EXISTING CONTOUR ELEVATION
F.C.E.	FINISHED CONTOUR ELEVATION
U.P.	UTILITY POLE
U.P.	UNDERGROUND POWER
T.P.	TELEPHONE PEDESTAL
T.L.	TELEPHONE LINE
O.H.T.L.	OVERHEAD TELEPHONE LINE
O.H.L.	OVER LINE
U.C.T.V.	CABLE T.V. LINE
U.G.T.V.	UNDERGROUND CABLE T.V. LINE
O.H.P.L.	OVERHEAD POWER LINE
S.L.	STORM SEWER LINE
W.L.	WATER LINE 2" PIPE
G.L.	GAS LINE
	CENTER LINE/DIVISION CENTERLINE
	CROSS / TRAIN CROSSLINE
	FLOOD HAZARD ZONE LIMITS
	LIMITED ACCESS
	STATION
	POST ON FORMERLY
	WEST STANDS LOCATION
U.E.	UNDER LINE EASEMENT

dpe
Development Planning & Engineering, Inc.
civil · sanitary · transportation · survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:
WHITE HORSE 70, LLC.
4984 B U BOWMAN DRIVE
SUITE 106
BUFORD, GA. 30518

PROJECT NAME:
6509 AND 6533 McEVER ROAD TRACTS

TASK:
CONCEPTUAL SITE PLAN

PROJECT INFORMATION:

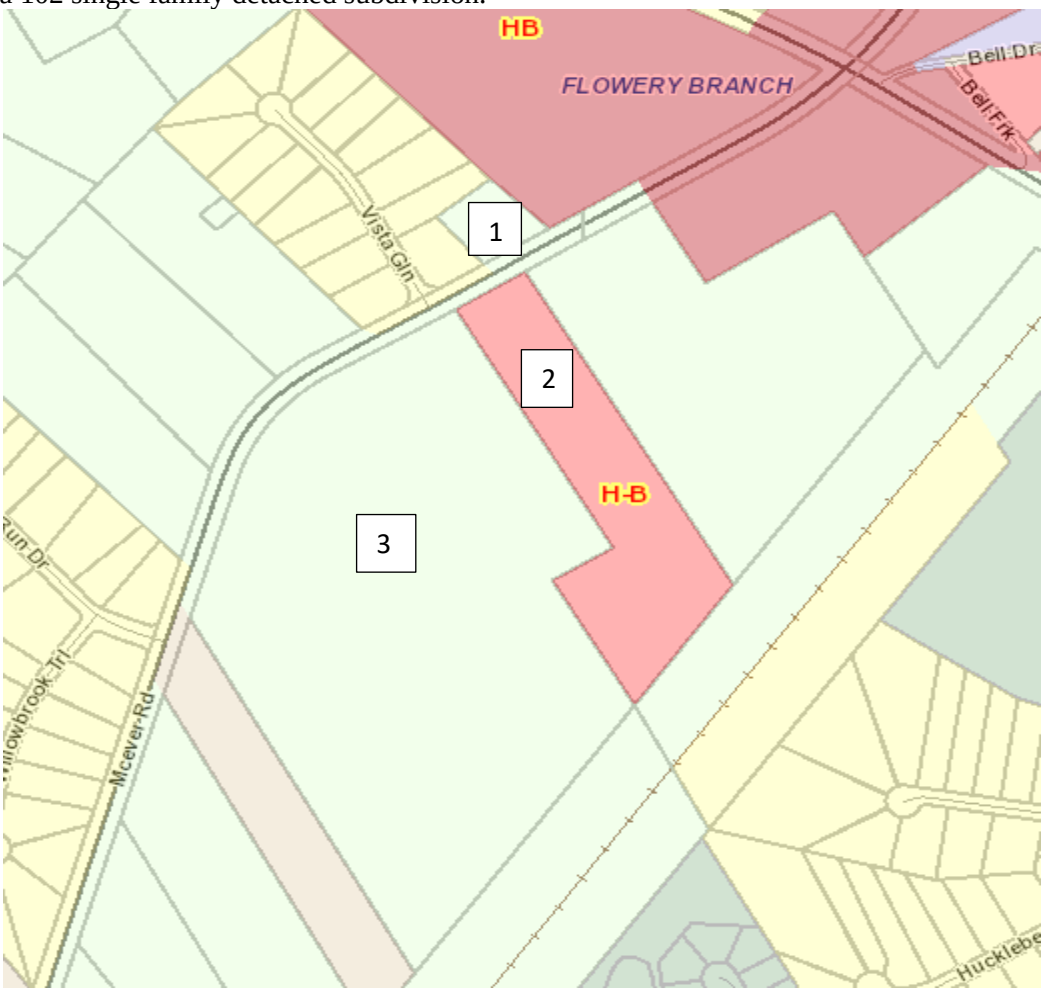
Project Name	6509 AND 6533 McEVER RD. TRACTS
Project Number	19-065
Project Address	6509 AND 6533 McEVER ROAD
Land Lot No.(s)	
District	CITY OF FLOWERY BRANCH
County, State	HALL COUNTY, GA.

No.	REVISION	DATE
1	REVISED REZONING EXHIBIT BASED ON STREAM LOCATION	11/18/19
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
DRAWN	1 of 1
CHECKED	SHEET
08/22/2019 DATE	19-065 PROJECT No.

Applicant: White Horse 70, LLC.
Property Owner: All Awesome Properties, LLC., White Horse, LLC.
Subject Properties: 6490 McEver Road; 08149 000005; .96+/- acres
6509 McEver Road; 08150 0002002; +/- 8.84 acres
6533 McEver Road; 08150 002018; +/- 34.5
Request: Annex and rezone to PUD with the intent to build a 102 single family detached subdivision
Current Use: Vacant
Character Area: Mixed Use

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



Mixed Use

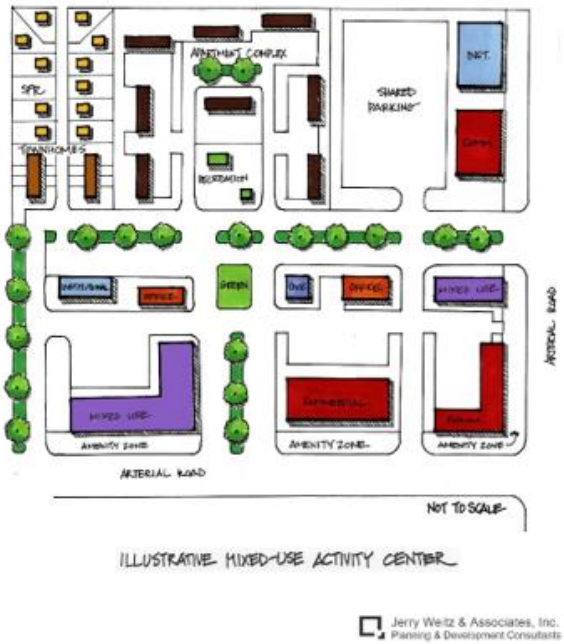
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

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

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

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

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



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

Proposed site plan:

Waiting on updated digital one

The proposed site design …

PUD Description and Intent

This zoning district is intended primarily to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch, in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is also intended to implement the "suburban residential" character area established in the comprehensive plan but may also be used to implement the "traditional neighborhood development" character area.

PUD Zoning Requirements

The character, location, and appropriateness of the proposed mix of land uses and residential dwelling types; Not a mixed-use development as presented. It does border commercially zoned areas and is close to a proposed (but yet to be developed or permitted) project that has a commercial element.

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

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

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

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

Consistency with any design guidelines of this Article or otherwise determined to be applicable via character area designation. Elevations not presented to City at the time of the writing of this report. Applicant will submit elevation prior to the initial vote.

Proposed Elevations
Not submitted yet

Sewer Capacity

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

McEver Road Corridor (see corresponding powerpoint)

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would have no access to any commercial uses at the present time. The northern corner of Gaines Ferry and McEver is also zoned commercial and is currently vacant. This area could have been made part of the approved 199 home PUD subdivision and turned into a true mixed-use project. It is staff's opinion that the approval of the proposed subdivision without including the commercial pieces of property to the north create another subdivision on an island. Additionally, it leaves an entire corner (one of the two the City controls) of the McEver Road Corridor vacant and zoned commercial. This would be another missed opportunity in the corridor.

Staff recommendation

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

Flowery Branch

McEver Road Corridor

February 6, 2020

McEver Road Corridor

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

Currently

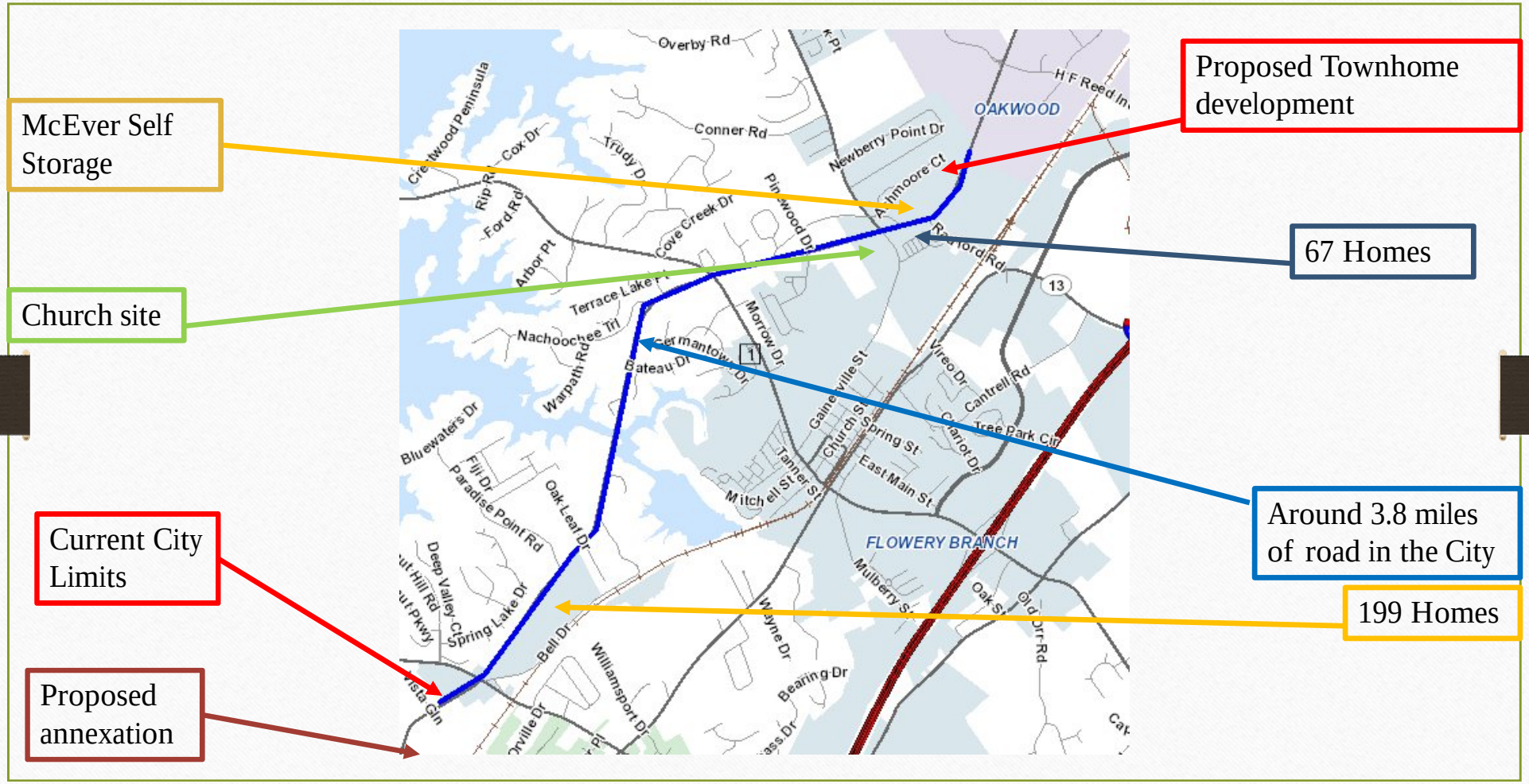
- Approximately 3.8 +/- miles of road that run through the City
- City only controls a small portion of this road
- City controls two very important intersections – McEver and Gaines Ferry Road and McEver and Gainesville Street

Projects

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

Projects

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

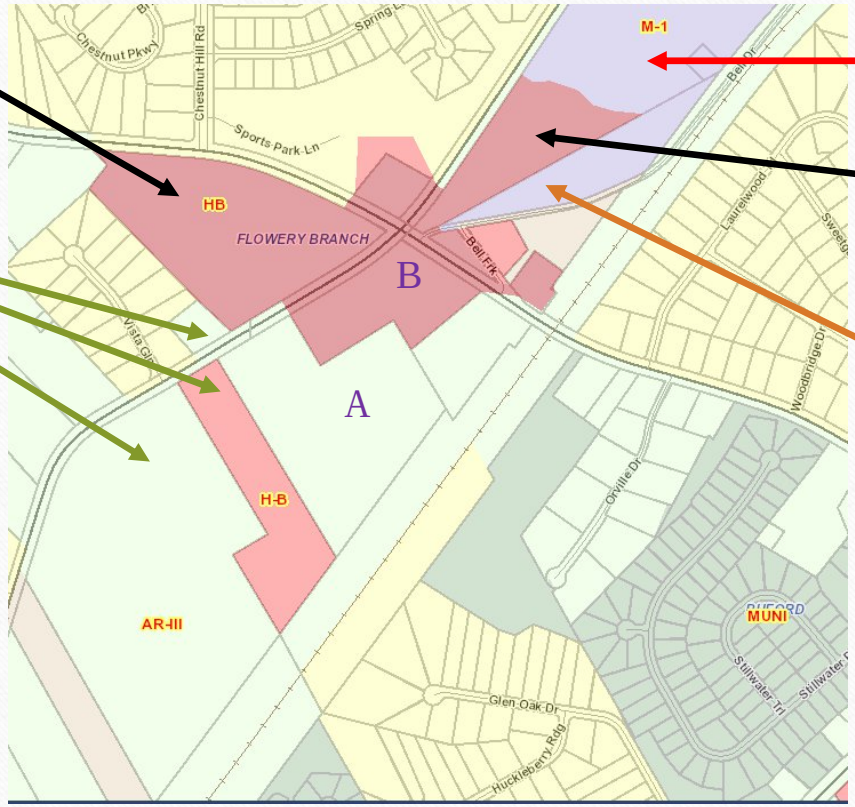

McEver Self Storage
Church site
Current City Limits
Proposed annexation
Proposed Townhome development
67 Homes
Around 3.8 miles of road in the City
199 Homes
OAKWOOD
FLOWERY BRANCH
Overby Rd
Conner Rd
Newberry Point Dr
Ashmoore Ct
Cove Creek Dr
Terrace Lake Pt
Nachoochee Trl
Warpath Rd
Bateau Dr
Morrow Dr
Bluewaters Dr
Fiji Dr
Paradise Point Rd
Oak Leaf Dr
Spring Lake Dr
Bell Dr
Williamsport Dr
Wayne Dr
Bearing Dr
Mitchell St
Tanner St
Church St
Spring St
East Main St
Gainesville St
Vireo Dr
Cantrell Rd
Chariot Dr
Tree Park Cir
Mulberry St
Oak St
Old Orr Rd
Cox Dr
Ford Rd
Arbor Pt
Trudy Dr
Pinewood Dr
Rayford Rd
13
1

Corner of McEver & Gaines Ferry

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

The Farm
Mixed-Use

Proposed
annexation
102 home
subdivision



Cotter
Harvey 199
Homes

Vacant HB

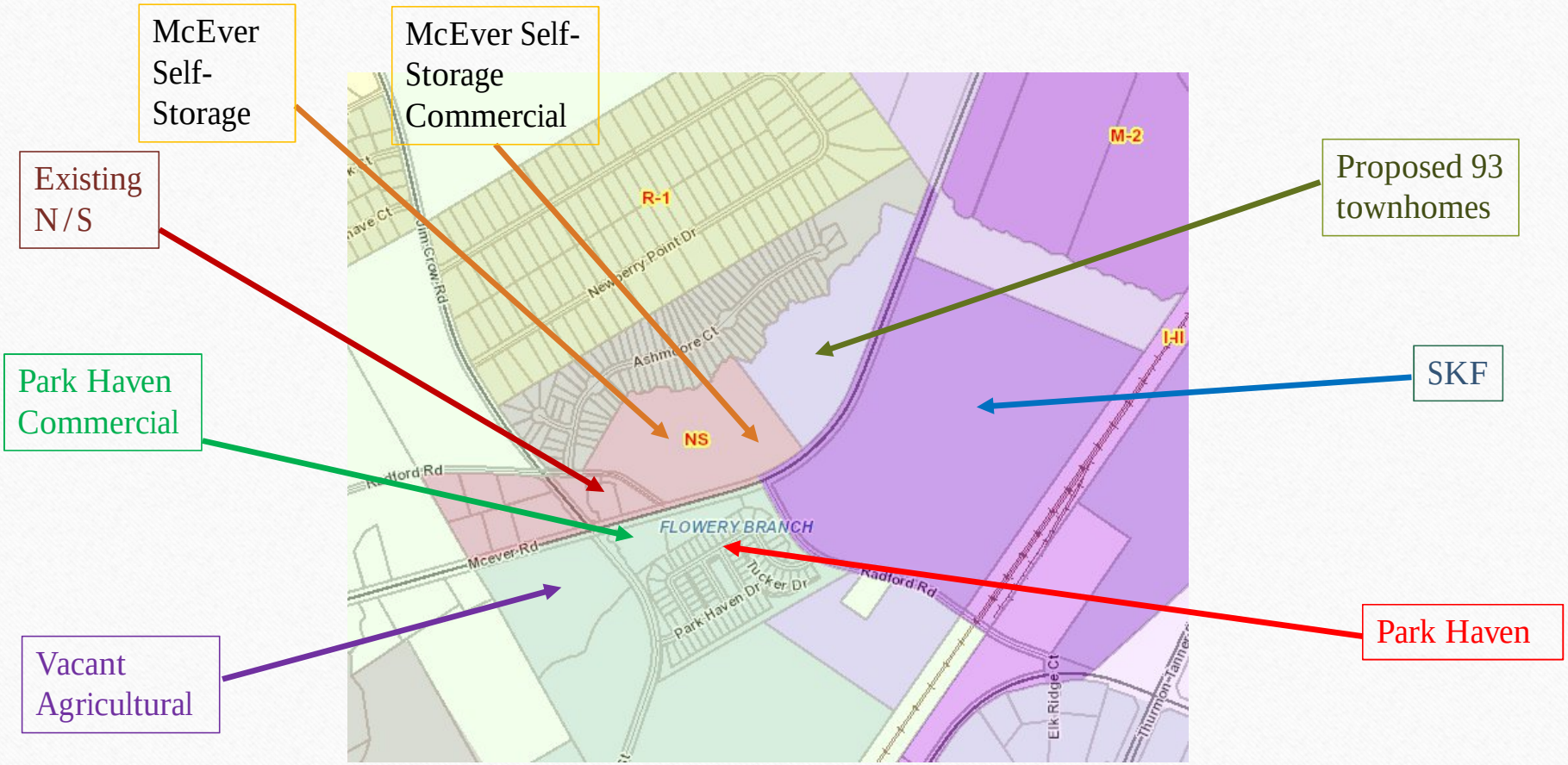
Boat Storage

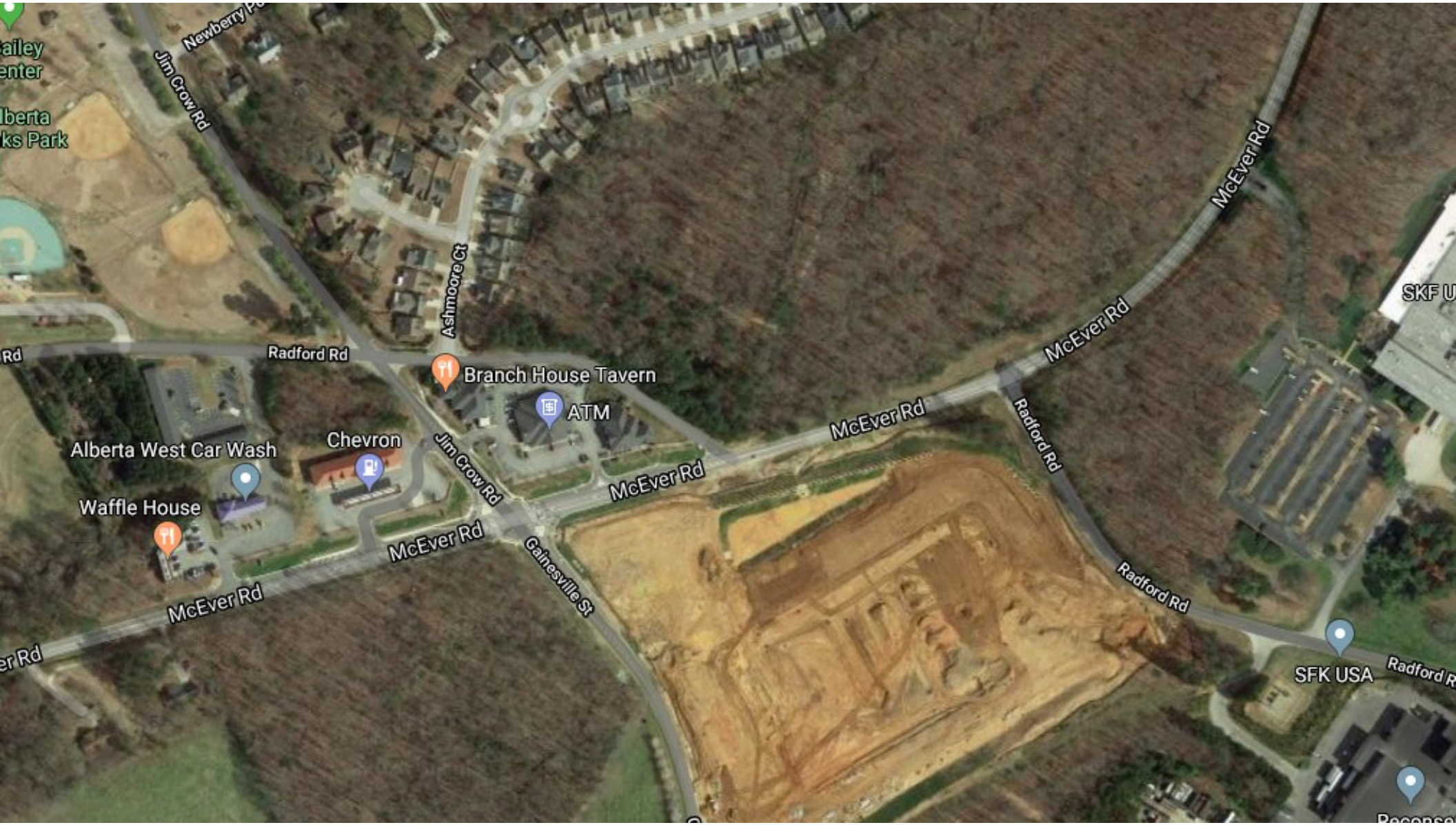
A &B
Parcels that
would help
create a
cohesive mixed-
use project

Gaines Ferry Rd
Soulflower, Gifts
& Apothecary
McEver Rd
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Boat Masters
McEver Rd
Gaines Ferry Rd
Gaines Ferry Rd
McEver Rd
Lakeside Package
Pure
Gaines Ferry Rd
Gaines Ferry Rd
Hall County
Fire Station 8

Corner of McEver & Gainesville Street

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


McEver Self-Storage
McEver Self-Storage Commercial
Existing N/S
Park Haven Commercial
Vacant Agricultural
Proposed 93 townhomes
SKF
Park Haven
R-1
M-2
I-H
NS
Newberry Point Dr
Ashmore Ct
Jim Crow Rd
Radford Rd
Mcever Rd
FLOWERY BRANCH
Tucker Dr
Park Haven Dr
Elk Ridge Ct


Newberry Pl
Jim Crow Rd
Ashmoore Ct
Radford Rd
Branch House Tavern
ATM
Chevron
Alberta West Car Wash
Waffle House
McEver Rd
Jim Crow Rd
Gainesville St
Radford Rd
SFK USA
SKF U

Corridor Development

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a request from Bill Stark MB Regional Enterprises, Inc. to rezone 17.43 +/- acres of land identified as 0 McEver Road, tax parcel number 08099 000011, from M1 (Light Industrial) to PUD (Planned Unit Development) with the intent to develop a 93 unit attached townhome subdivision.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

This is part of the McEver Road Corridor (please see attached powerpoint). Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would put the burden of services on other currently vacant parcels. In particular, the corner of McEver and Gainesville Street becomes almost definitively a mixed-use parcel or an N-S (Neighborhood Shopping) driven development. Staff is not opposed to the proposed project but encourages Council to look at the area as a whole and understand the need for services in this area.

FACTS AND ISSUES:

This site as zoned (M-1) could add much needed commercial uses on the McEver Road Corridor. Additionally, there are M-1 uses next door (McEver Road Self-Storage) and across the street (SKF). However, the applicant has stated the land lends itself more to a small residential development. There is support for this argument as it will add more residents to the area and would be served by the outparcels on the McEver Self-Storage development and the commercial component that is part of the Park Haven subdivision on Gainesville Street/McEver Road. Staff recommends approval with conditions (please see attached staff report).

OPTIONS:

Staff is recommending bike/pedestrian connectivity to be added along McEver Road to this design. This could largely be accomplished by enlarging their current sidewalk along McEver from 5-feet in width to the recommended 12-feet. We would like to see a bike-pedestrian path tie in with the right-of-way of the neighboring McEver Self-Storage Development so a path could eventually run to Old Town along Gainesville Street and to Old Federal Park along Jim Crow Road.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No vote at this time

SAMPLE MOTION:
No vote at this time

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Application as submitted.pdf
- Staff Report for Bowen Stark.pdf
- McEver Road Corridor.pptx

Development Planning & Engineering, Inc.

Rezoning Application
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

Flowery Branch

REZONING APPLICATION

Date: 12/12/19

Address of Request: McEver Road

Tax Map # 08099 000011 Current Zoning: M-1

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

Currently a conforming use? M-1 - Vacant

Any conditions of zoning, CUP's, etc.? N/A

Applicant Information

Name: MB Regional Enterprise LLC

Address: 3719 Winder Hwy S-100
Flowery Branch, GA 30542

E-mail address: billstarkproperties@gmail.com

Phone number: 470-252-5265

Signature: [illegible]

Notary: Meredith Pierce

MEREDITH PIERCE
MY COMMISSION EXPIRES
Feb 19 2021
HALL CO., GEORGIA
NOTARY PUBLIC

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Jim Crow Road Partners LLC

Signature of property owner: [signature]

Notary: Meredith Pierce

MEREDITH PIERCE
MY COMMISSION EXPIRES
Feb 19 2021
HALL CO., GA
NOTARY PUBLIC

Property Information

Tax Map Number: 08099 000011

Current Zoning: M-2 Total Acres: 17.70 17.423

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

Proposed City of Flowery Branch Zoning: PUD

Current Use: Vacant land

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

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

- Legal description
- Current survey of property

Flowery Branch

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

Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

Flowery Branch

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift
none	none

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

REZONING ADDITIONAL INFORMATION REQUIREMENT

Date: 12/13/2019

Address of Request:
McEver Road Parcel number (Parcel number 08099 000011)

Tax Map # (Parcel number 08099 000011) Current Zoning: M1

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out. $24,000,000
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased). $230,000
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). All one phase/ approximately 2.5 years
4. Anticipated total square footage (heated) to be built in the requested number of units. 148,000
5. Total acreage developed with units. 17.423
6. Total acreage for right of way and roads. +/- 3.44 acres
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). +/- 8.8 acres
8. Acreage required for buffer and watershed protection.
   - Does the buffer comply with the current City ordinance? Yes
   - Do individual property lines for lots extend into the buffer? Yes
   - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? Not at this time

Flowery Branch

9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) Not at this time
10. Please identify all amenities and total number of acres they incorporate by complete description. Pocket Parks, Benches, Gazebo
11. Number of street lights and separation table as proposed on your site plan. approx 25
12. Will Technology Development be included in this development? Yes, if available
13. List the total linear feet and cubic yards for sidewalks. +/- 5,940 + trail
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? Not at this time
16. Does the proposal provide for utilization of "reuse" water? Is this depicted on the plans? Do the plans provide for storage of "reuse" water? No
17. What is the total capacity for daily Wastewater Management? 270 GPD/unit, 25,110
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? approximately 270 GPD
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? None at this time
21. Has the Hall County School System been notified of the proposed density for this Not at this time project?
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. Will provide sample covenants

23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybanchga.org

14. Stormwater manangement shown conceptually at this time

CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____

Development Planning & Engineering, Inc.

Property Inspection Authorization

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

I, Bill Stark
, owner of parcel 08099 000011, hereby grant the City of Flowery Branch Staff and/or City Council to inspect the above subject property as necessary for the rezoning application process.

Tonya Woods (Development Planning and Engineering, Agent for Bill Stark MB Regional Enterprises, Inc)

Printed name:

Signature, date

Development Planning & Engineering, Inc.

Letter of Intent
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: McEver Road Tract (Parcel number 08099 000011)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5600 block of McEver Road in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is a 93-lot single family attached townhome community. We are requesting the subject property be rezoned from the existing M-1 zoning to PUD (Planned Unit Development).

We request to have the following Development Standards for the proposed project. This illustrates Jim Crow Road Partners commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Proposed 5-foot sidewalk along McEver to the western property line as shown on submitted site plan • Five feet in Width Internal Streets
Proposed Buffer	• 25 Foot Graded and Landscaped Buffer along western property line with double row of evergreen trees and/or shrubs
Setbacks	• Front: 25-foot landscape setback adjacent to McEver Road along with five-foot high decorative fence

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Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Architectural Treatments	• Front Facades minimum of 50% brick and/or stone • Remaining balance of facades to be Concrete Siding • Minimum 2-foot brick water table • Architectural Shingles
Garages	• Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn maintenance provided by a Mandatory HOA

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

Development Planning & Engineering, Inc.

Legal Description
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 91 and 99 of the 8th District of Hall County, City of Flowery Branch, Georgia and being more particularly described as follows:

To find THE TRUE POINT OF BEGINNING, begin at a point on the northwesterly right-of-way of McEver Road having a 80' right-of-way , said point being 947.54 feet westerly as measured along said northwesterly right-of-way of McEver Road from the intersection of the Northeasterly right-of-way of Radford Road having a 30' right-of-way, said point being the TRUE POINT OF BEGINNING;

THENCE North 52 degrees 10 minutes 35 seconds West a distance of 731.17 feet leaving said right-of-way of McEver Road to a point located in the centerline of a creek;

THENCE along said creek following the meanderings thereof for the following 69 courses and distances:

THENCE North 42 degrees 01 minutes 09 seconds East a distance of 20.75 feet to a point;

THENCE North 23 degrees 13 minutes 42 seconds West a distance of 16.85 feet to a point;

THENCE North 49 degrees 40 minutes 26 seconds East a distance of 44.23 feet to a point;

THENCE North 07 degrees 37 minutes 24 seconds East a distance of 21.48 feet to a point;

THENCE North 37 degrees 15 minutes 33 seconds East a distance of 40.03 feet to a point;

THENCE South 70 degrees 29 minutes 35 seconds East a distance of 16.51 feet to a point;

THENCE North 68 degrees 34 minutes 33 seconds East a distance of 14.01 feet to a point;

THENCE North 15 degrees 24 minutes 28 seconds East a distance of 28.00 feet to a point;

THENCE North 72 degrees 58 minutes 51 seconds East a distance of 17.48 feet to a point;

THENCE South 43 degrees 05 minutes 01 seconds East a distance of 15.05 feet to a point;

THENCE South 89 degrees 05 minutes 06 seconds East a distance of 34.77 feet to a point;

THENCE South 63 degrees 08 minutes 17 seconds East a distance of 37.64 feet to a point;

THENCE South 72 degrees 22 minutes 40 seconds East a distance of 13.30 feet to a point;

THENCE South 86 degrees 16 minutes 27 seconds East a distance of 22.16 feet to a point;

THENCE South 57 degrees 38 minutes 31 seconds East a distance of 20.93 feet to a point;

THENCE North 23 degrees 19 minutes 46 seconds East a distance of 19.72 feet to a point;

THENCE North 53 degrees 11 minutes 45 seconds East a distance of 10.82 feet to a point;

THENCE North 20 degrees 29 minutes 10 seconds East a distance of 42.56 feet to a point;

THENCE North 74 degrees 40 minutes 04 seconds East a distance of 18.93 feet to a point;

THENCE North 27 degrees 51 minutes 17 seconds East a distance of 39.43 feet to a point;

northwester

THENCE North 17 degrees 48 minutes 02 seconds West a distance of 57.59 feet to a point;

THENCE North 04 degrees 10 minutes 30 seconds West a distance of 24.84 feet to a point;

THENCE North 52 degrees 07 minutes 12 seconds East a distance of 26.58 feet to a

point;
THENCE North 00 degrees 30 minutes 56 seconds West a distance of 20.18 feet to a point;
THENCE North 77 degrees 44 minutes 50 seconds East a distance of 32.07 feet to a point;
THENCE North 64 degrees 01 minutes 26 seconds East a distance of 42.83 feet to a point;
THENCE North 00 degrees 38 minutes 25 seconds West a distance of 13.08 feet to a point;
THENCE North 15 degrees 18 minutes 42 seconds East a distance of 45.27 feet to a point;
THENCE South 69 degrees 37 minutes 49 seconds East a distance of 16.08 feet to a point;
THENCE North 23 degrees 09 minutes 03 seconds East a distance of 18.81 feet to a point;
THENCE South 75 degrees 45 minutes 10 seconds East a distance of 33.98 feet to a point;
THENCE North 19 degrees 26 minutes 43 seconds East a distance of 5.04 feet to a point;
THENCE North 02 degrees 14 minutes 41 seconds West a distance of 21.21 feet to a point;
THENCE North 05 degrees 42 minutes 03 seconds East a distance of 30.80 feet to a point;
THENCE North 67 degrees 49 minutes 54 seconds East a distance of 32.61 feet to a point;
THENCE South 49 degrees 55 minutes 16 seconds East a distance of 24.81 feet to a point;
THENCE North 65 degrees 29 minutes 50 seconds East a distance of 24.96 feet to a point;
THENCE South 71 degrees 45 minutes 43 seconds East a distance of 24.78 feet to a point;
THENCE North 58 degrees 07 minutes 04 seconds East a distance of 48.13 feet to a point;
THENCE North 74 degrees 18 minutes 43 seconds East a distance of 42.41 feet to a point;
THENCE North 75 degrees 54 minutes 20 seconds East a distance of 29.66 feet to a point;
THENCE North 81 degrees 55 minutes 28 seconds East a distance of 51.10 feet to a point;
THENCE North 03 degrees 17 minutes 38 seconds West a distance of 80.16 feet to a point;
THENCE North 25 degrees 04 minutes 11 seconds East a distance of 41.91 feet to a point;
THENCE North 49 degrees 53 minutes 56 seconds East a distance of 17.52 feet to a point;
THENCE North 18 degrees 43 minutes 22 seconds East a distance of 23.18 feet to a point;
THENCE North 47 degrees 45 minutes 41 seconds East a distance of 60.71 feet to a point;
THENCE South 82 degrees 28 minutes 05 seconds East a distance of 34.27 feet to a point;
THENCE North 64 degrees 15 minutes 53 seconds East a distance of 35.15 feet to a point;
THENCE North 25 degrees 16 minutes 55 seconds East a distance of 45.95 feet to a point;
THENCE North 74 degrees 52 minutes 54 seconds East a distance of 33.64 feet to a point;
THENCE North 05 degrees 46 minutes 15 seconds East a distance of 19.12 feet to a point;
THENCE North 49 degrees 31 minutes 16 seconds East a distance of 20.16 feet to a point;
THENCE North 17 degrees 25 minutes 30 seconds East a distance of 15.28 feet to a

point;

THENCE North 44 degrees 09 minutes 12 seconds East a distance of 23.55 feet to a point;

THENCE North 07 degrees 19 minutes 07 seconds East a distance of 16.16 feet to a point;

THENCE North 67 degrees 03 minutes 23 seconds East a distance of 22.02 feet to a point;

THENCE North 37 degrees 47 minutes 19 seconds East a distance of 59.79 feet to a point;

THENCE North 80 degrees 42 minutes 12 seconds East a distance of 20.38 feet to a point;

THENCE North 26 degrees 33 minutes 35 seconds East a distance of 22.17 feet to a point;

THENCE North 05 degrees 18 minutes 43 seconds West a distance of 36.01 feet to a point;

THENCE North 30 degrees 08 minutes 56 seconds East a distance of 27.92 feet to a point;

THENCE North 05 degrees 56 minutes 37 seconds West a distance of 9.79 feet to a point;

THENCE North 33 degrees 29 minutes 15 seconds West a distance of 16.00 feet to a point;

THENCE North 10 degrees 52 minutes 53 seconds East a distance of 48.85 feet to a point;

THENCE North 13 degrees 16 minutes 07 seconds East a distance of 26.03 feet to a point;

THENCE North 45 degrees 42 minutes 26 seconds East a distance of 25.42 feet to a point;

THENCE South 69 degrees 13 minutes 03 seconds East a distance of 216.44 feet leaving said creek to a point on the to a point on the northwesterly right-of-way of McEver Road having a 80' right-of-way;

THENCE along said right-of-way of McEver road for the following 4 courses and distances:

THENCE South 17 degrees 35 minutes 05 seconds West a distance of 217.18 feet to a point;

THENCE South 21 degrees 29 minutes 50 seconds West a distance of 587.64 feet to a point;

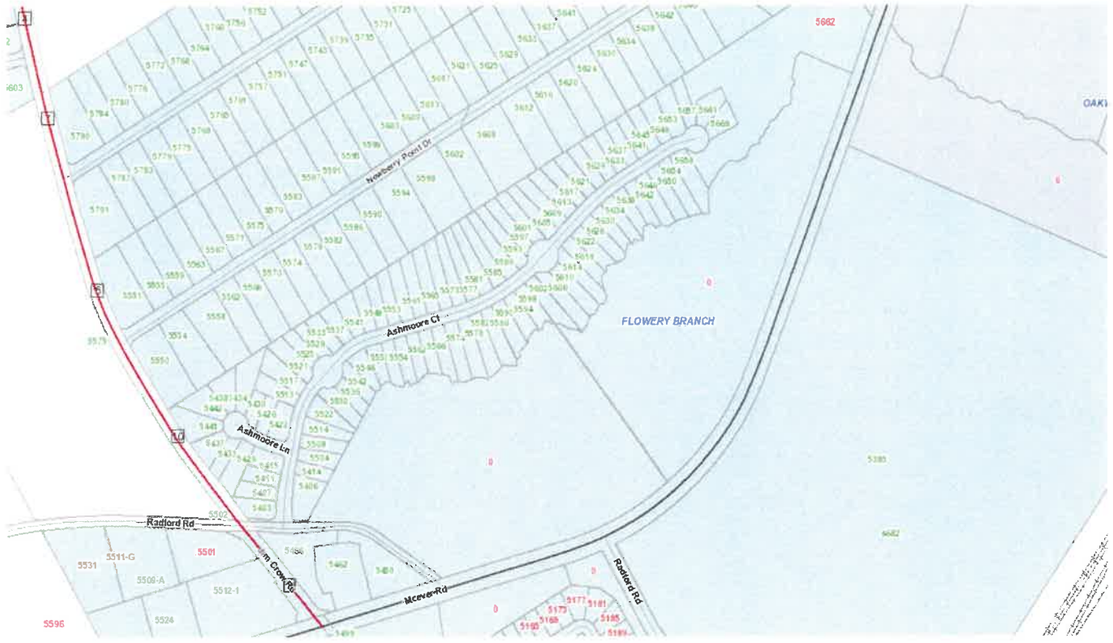
THENCE South 21 degrees 29 minutes 50 seconds West a distance of 296.36 feet to a point;

THENCE along a curve to the right for an arc length of 583.47 feet, having a radius of 1143.74 feet, being subtended by a chord bearing South 36 degrees 06 minutes 42 seconds West, for a distance of 577.16 feet to a point;

The above described property contains an area of 17.423 acres more or less.

Development Planning & Engineering, Inc.

Adjacent Parcels
McEver Road Rezoning
Jim Crow Partners Tract



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qPublic.net™ Hall County, GA

Summary

Parcel Number	08099A000115
Location Address	5662 ASHMOORE CT
Legal Description	MADISON CREEK S/D (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	4.97
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

MADISON CREEK HOMEOWNERS ASSOCIATION, IN
PO BOX 908
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	77,101	0	0	1.77	1
Residential	Acerage Power/Flood	Acres	139,392	0	0	3.2	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Pavilion	2015	14x14 / 0	1	$1

Permits

Permit Date	Permit Number	Type	Description
05/13/2015	00059	MISC	PAVILION

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/18/2006	5768 62	835 147A	$59,501	PURCHASER BLDR,CONTR. OR DEVLPR	JIM CROW ROAD PATRNERS, LLC	MADISON CREEK HOMEOWNERS ASSOCIATION, IN

Valuation

	2019	2018	2017
Previous Value	$2	$2	$2
Land Value	$1	$1	$1
+ Improvement Value	$0	$0	$0
+ Accessory Value	$1	$1	$1
= **Current Value**	**$2**	**$2**	**$2**

Photos

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Sketches.

qPublic.net™ Hall County, GA

Summary

Parcel Number	08099A000170
Location Address	5658 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 55 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.13
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

DENNIS RECH
5658 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	5,818	0	0	0.13	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$201,700
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2015	0x0 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/20/2018	8153 774	835 147A	$242,000	VALID IMPROVED PROPERTY	CAFFEY, JOHN M & BONNIE D	RECH DENNIS
3/30/2006	5654 114	835 147A	$191,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	CAFFEY, JOHN M & BONNIE D
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$205,600	$185,100	$192,500
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$201,700	$175,600	$155,100
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$231,700**	**$205,600**	**$185,100**

Photos

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Summary

Parcel Number	08099A000171
Location Address	5654 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 56 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.25
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

MARIA E JARAMILLO
5654 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,074	0	0	0.25	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$203,600
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
2/15/2006	5612 108	835 147A	$189,400	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	JARAMILLO, MARIA E
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$207,200	$186,400	$193,900
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$203,600	$177,200	$156,400
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$233,600**	**$207,200**	**$186,400**

Photos

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Summary

Parcel Number	08099A000172
Location Address	5650 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 57 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.28
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

DENIS C CLAVETTE
CLAVETTE KAREN L
5650 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	12,274	0	0	0.28	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2087
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	$201,100
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/10/2014	7445 543	836 151	$174,000	VALID IMPROVED PROPERTY	DWS VENTURES, LLC	CLAVETTE, DENIS C & KAREN L
1/31/2013	7146 580	844 186	$0	Sale to be Reviewed	DILL, RANDALL B	DWS VENTURES, LLC
3/18/2011	6819 105	836 147A	$117,000	REO IMP	GEORGIA HOUSING AUTHORITY	DILL RANDY B
11/2/2010	6780 74		$135,000	DEED UNDER POWER/FORCLOSURE	SHORT NICHOLAS R	GEORGIA HOUSING AUTHORITY
4/28/2006	5689 96	835 147A	$192,201	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	SHORT NICHOLAS R
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$204,500	$182,400	$189,700
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$201,100	$174,500	$152,400
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$231,100**	**$204,500**	**$182,400**

Photos

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Summary

Parcel Number	08099A000173
Location Address	5646 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 58 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.26
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

VERONICA CHAVERS
5646 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,405	0	0	0.26	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1621
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Not Itemized
Heating Type	Central Heat/AC
Number Of Rooms	7
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$175,036
Condition	Average
Fireplaces\Appliances	METAL FP 1
House Address	5646 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$4,796

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/29/2019	8243 164	836 151A	$203,000	VALID IMPROVED PROPERTY	OFFERPAD (SPVBORROWER1), LLC	CHAVERS, VERONICA
7/6/2018	8121 740	836 151A	$203,800	VALID IMPROVED PROPERTY	GOTTLIEB, SHARI	OFFERPAD (SPVBORROWER1), LLC
7/6/2018	8121 740	836 151A	$203,800	VALID IMPROVED PROPERTY	GOTTLIEB, SHARI	OFFERPAD (SPVBORROWER1), LLC
2/24/2006	5612 45	835 147A	$171,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	GOTTLIEB, SHARI
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$180,100	$161,500	$174,000
Land Value	$23,968	$25,000	$25,000
+ Improvement Value	$175,036	$150,100	$131,500
+ Accessory Value	$4,796	$5,000	$5,000
= Current Value	$203,800	$180,100	$161,500

Photos

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Summary

Parcel Number	08099A000174
Location Address	5642 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 59 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.25
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

CARLOS O MORENO
Moreno Maria C
5642 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	10,933	0	0	0.25	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	9
Value	$205,400
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/29/2009	6539 655	836 151A	$0	RELATED IND. OR CORP.	MORENO, CARLOS O	MORENO CARLOS O & Maria C
10/28/2005	5532 538	835 147A	$186,250	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	MORENO, CARLOS O
6/23/2005	5375 111	835 147A	$222,500		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$209,100	$188,800	$196,400
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$205,400	$179,100	$158,800
+ Accessory Value	$5,000	$5,000	$5,000
= Current Value	$235,400	$209,100	$188,800

Photos

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Summary

Parcel Number	08099A000175
Location Address	5638 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 60 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

WILLIAM A PARKER
PARKER DIANNE T
5638 ASHMORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	10,201	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1571
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,900
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/15/2016	7738 365	835 147A	$180,500	VALID IMPROVED PROPERTY	MARTIN, JR. JOHN E	PARKER, WILLIAM A & DIANNE
9/27/2005	5477 658	835 147A	$167,125	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	MARTIN, JR. JOHN E
6/23/2005	5375 111	835 147A	$222,500		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$175,500	$156,700	$168,800
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$176,900	$145,500	$126,700
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$206,900**	**$175,500**	**$156,700**

Photos

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Summary

Parcel Number	08099A000176
Location Address	5634 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 61 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.2
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

LORAINE HILLARD
PO BOX 1027
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	8,691	0	0	0.2	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	9
Value	$205,400
Condition	Average
Fireplaces\Appliances	METAL FP 1
House Address	5634 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Permits

Permit Date	Permit Number	Type	Description
02/19/2008	2008-00007	SINGLE FAMILY	

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/11/2019	8296 707	835 147A	$249,700	VALID IMPROVED PROPERTY	YECKLEY DARRYL B	HILLARD, LORAINE
9/8/2005	5477 638	835 147A	$179,883	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	YECKLEY DARRYL B
5/26/2005	5353 472	836 151A	$89,000		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$209,100	$188,800	$196,400
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$205,400	$179,100	$158,800
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$235,400**	**$209,100**	**$188,800**

Photos

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Summary

Parcel Number	08099A000177
Location Address	5630 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 62 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.22
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

ARLENE M COSTELLO
COSTELLO, DENNIS G
5630 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,714	0	0	0.22	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1783
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2010
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	0
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	$196,700
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2010	0x0 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/16/2015	7509 383	835 147A	$185,000	VALID IMPROVED PROPERTY	HYSLOP NATALIE L	COSTELLO, ARLENE M & DENNIS G
4/13/2015	7509 382	835 147A	$0	DEED OF GIFT/NO SALE PRICE	HYSLOP, ROBERT	HYSLOP, NATALIE L
7/23/2010	6727 75	835 147A	$157,500	VALID IMPROVED PROPERTY	STARK LAND AND DEVELOPMENT,LLC	HYSLOP NATALIE L & ROBERT
1/15/2010	6676 244	835 147A	$29,000	VALID VACANT PROPERTY	PATTERSON, SHELBY JEAN	STARK LAND AND DEVELOPMENT,LLC
7/5/2008	6384 603	836 151A	$0	RELATED IND. OR CORP.	SHELBY JEAN PATTERSON AS EXC EST LARRY C	PATTERSON, SHELBY JEAN
11/4/2005	5513 353	835 147A	$171,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	CLEVELAND LARRY
5/26/2005	5353 472	835 147A	$89,000		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$194,400	$173,000	$185,000
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$196,700	$164,400	$143,000
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$226,700**	**$194,400**	**$173,000**

Photos

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Summary

Parcel Number	08099A000178
Location Address	5626 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 63 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.21
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No ($0)
Landlot/District	N/A

View Map

Owner

ANTHONY WAYNE MOODY
5626 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,313	0	0	0.21	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2009
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$210,900
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2009	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2018	8138 489	835 147A	$0	DEED OF GIFT/NO SALE PRICE	MOODY ANTHONY WAYNE	MOODY ANTHONY WAYNE
1/31/2018	8039 582	835 147A	$254,000	VALID IMPROVED PROPERTY	CLARK ANTHONY J & JOYCE L	MOODY ANTHONY WAYNE
9/24/2009	6616 538	836 151A	$205,000	VALID IMPROVED PROPERTY	HANSEN, THORVOLD	CLARK ANTHONY J & JOYCE L
8/4/2008	6400 15	836 151A	$32,500	VALID VACANT PROPERTY	PAPE, JUSTIN H. & PIERCE, TARA N.	HANSEN, THORVOLD

Valuation

		2019	2018	2017
	Previous Value	$213,500	$191,900	$199,600
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$210,900	$183,500	$161,900
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$240,900**	**$213,500**	**$191,900**

Photos

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Summary

Parcel Number	08099A000179
Location Address	5622 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 64 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (54)
Landlot/District	N/A

View Map

Owner

DEBRA F BROWN
5622 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,991	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2205
Interior Walls	Sheetrock
Exterior Walls	Cement Fiber/Brick/Stone
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Architectural (310)
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	4
Value	$200,000
Condition	Average
House Address	5622 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/19/2016	7790 41	835 147A	$188,000	RELATED IND. OR CORP.	BROWN, ROBIN S	BROWN, DEBRA F
3/3/2006	5624 520	835 147A	$181,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	BROWN, ROBIN S
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$203,700	$182,800	$197,300
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$200,000	$173,700	$152,800
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$230,000**	**$203,700**	**$182,800**

Photos

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Summary

Parcel Number	08099A000180
Location Address	5618 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 65 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

BIRNA O FAWCETT
5618 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,830	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1994
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	4
Value	$197,100
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/19/2018			$0	Death Certificate	FAWCETT, PAUL R & BIRNA O	FAWCETT, BIRNA O
11/22/2005	5532 536	836 151A	$184,750	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	FAWCETT, PAUL R & BIRNA O
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$198,500	$177,600	$191,700
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$197,100	$168,500	$147,600
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$227,100**	**$198,500**	**$177,600**

Photos

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Summary

Parcel Number	08099A000181
Location Address	5614 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 66 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.22
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

JUDY L PARKER
5614 ASHMORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,393	0	0	0.22	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1568
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/6/2011	6891 41	836 351A	$119,900	VALID IMPROVED PROPERTY	STALEY SHAWN M	PARKER JUDY L
12/16/2009	6651 301	836 151A	$0	RELATED IND. OR CORP.	STALEY, SHAWN M. & AMY B.	STALEY SHAWN M
7/22/2008	6391 486	835 147A	$0	RELATED IND. OR CORP.	RUNGER AMY	STALEY, SHAWN M. & AMY B.
8/5/2005	5404 192	835 147A	$159,500	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	RUNGER AMY
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$174,900	$156,200	$162,200
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$176,200	$144,900	$126,200
+ Accessory Value	$5,000	$5,000	$5,000
= Current Value	$206,200	$174,900	$156,200

Photos

qPublic.net™ Hall County, GA

Summary

Parcel Number	08099A000182
Location Address	5610 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 67 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.26
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

KELI L MANLEY
MANLEY, JAMES EDWARD
5610 ASHMOORE CT.
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,414	0	0	0.26	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	2
Value	$196,800
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/8/2010	6869 766	836 151A	$0	Sale to be Reviewed	MANLEY JAMES E	MANLEY KELI L
5/19/2009	6541 23	835 147A	$165,000	VALID IMPROVED PROPERTY	LYNCH DAVID R	MANLEY JAMES E
7/29/2005	5404 116	836 151A	$183,975	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	LYNCH DAVID R
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$200,800	$180,200	$194,600
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$196,800	$170,800	$150,200
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$226,800**	**$200,800**	**$180,200**

Photos

qPublic.net™ Hall County, GA

Summary

Parcel Number	08099A000183
Location Address	5606 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 68 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.27
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

MARGARET MAHOMET
MAHOMET JOHN
5606 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,777	0	0	0.27	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2476
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$214,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/30/2016	7812 91	835 147A	$197,400	VALID IMPROVED PROPERTY	ANGLIN RONNIE	MAHOMET, MARGARET & JOHN
11/30/2016	7812 91	835 147A	$197,400	VALID IMPROVED PROPERTY	ANGLIN RONNIE	MAHOMET, MARGARET & JOHN
4/13/2006	5669 23	835 147A	$185,700	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	ANGLIN RONNIE
1/25/2005	5217 65	735 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$219,200	$197,400	$213,400
	Land Value	$25,000	$25,000	$24,017
+	Improvement Value	$214,200	$189,200	$168,577
+	Accessory Value	$5,000	$5,000	$4,806
=	**Current Value**	**$244,200**	**$219,200**	**$197,400**

Photos

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Summary

Parcel Number	08099A000184
Location Address	5602 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 69 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.29
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (LC)
Landlot/District	N/A

View Map

Owner

BRENDA D PICKETT
5602 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	12,553	0	0	0.29	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1568
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/29/2014	7399 92	836 151A	$160,000	VALID IMPROVED PROPERTY	DOPP, HAZEL	PICKETT, BRENDA D
7/25/2014	7399 70		$0	DEED OF GIFT/NO SALE PRICE	DOPP MAURICE & HAZEL	DOPP, HAZEL
8/2/2005	5404 95	835 147A	$162,900		MADISON CREEK BUILDERS, INC	DOPP MAURICE
1/25/2005	5217 65	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$174,900	$156,200	$162,200
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$176,200	$144,900	$126,200
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$206,200**	**$174,900**	**$156,200**

Sketches

qPublic.net™ Hall County, GA

Summary

Parcel Number	08099A000185
Location Address	5598 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 70 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.34
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

REUBEN GEGENHEIMER
GEGENHEIMER JOVONNA
5598 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	14,830	0	0	0.34	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1831
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$186,000
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/26/2012	7041 361	836 151A	$143,000	VALID IMPROVED PROPERTY	WILSON, BERTIE M	GEGENHEIMER REUBEN
3/17/2006	5636 285	835 147A	$183,300	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	WILSON, BERTIE M
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$185,600	$166,600	$173,100
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$186,000	$155,600	$136,600
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$216,000**	**$185,600**	**$166,600**

Photos

qPublic.net™ Hall County, GA

Summary

Parcel Number	08099 000004
Location Address	MCEVER RD
Legal Description	MCEVER ROAD (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	HB Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	15
Neighborhood	Commercial - General (40000)
Homestead Exemption	No (S0)
Landlot/District	99 / 8

View Map

Owner

JANE WOOD R/A BANKS
ET AL
C/O REGIONS BANK TRUST DEPT
P O BOX 937
GAINESVILLE, GA 30503

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Flowery Branch-McEver	Square Feet	653,400	0	0	15	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
	1420 299-		$0			

Valuation

	2019	2018	2017
Previous Value	$750,000	$750,000	$750,000
Land Value	$1,238,700	$750,000	$750,000
+ Improvement Value	$0	$0	$0
+ Accessory Value	$0	$0	$0
= **Current Value**	**$1,238,700**	**$750,000**	**$750,000**

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

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Development Planning & Engineering, Inc.

Elevations
Jim Crow Road
Partners
PUD

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Development Planning & Engineering, Inc.

Monument Sign Details Jim Crow Road Partners PUD

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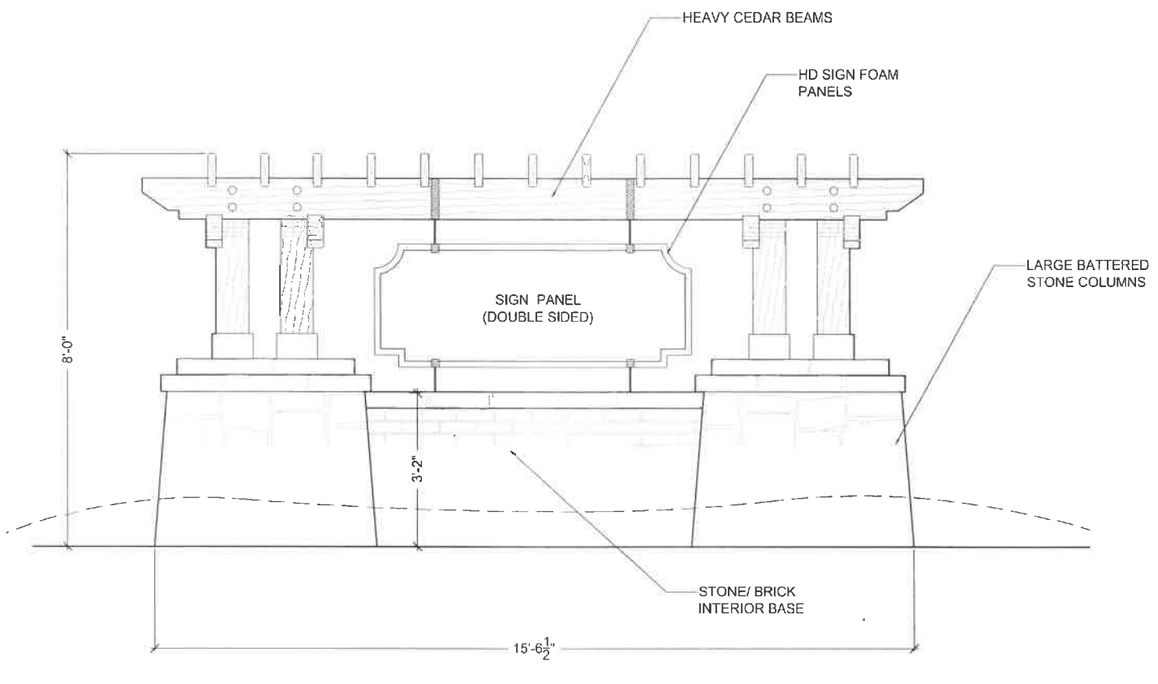

Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

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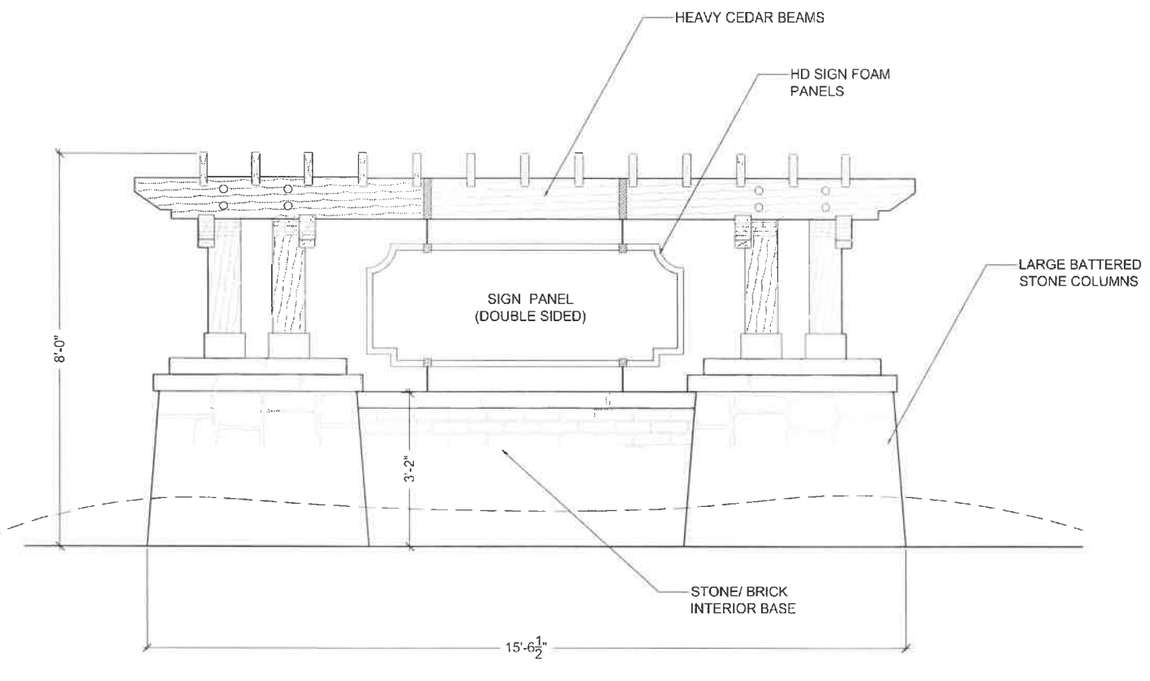

Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

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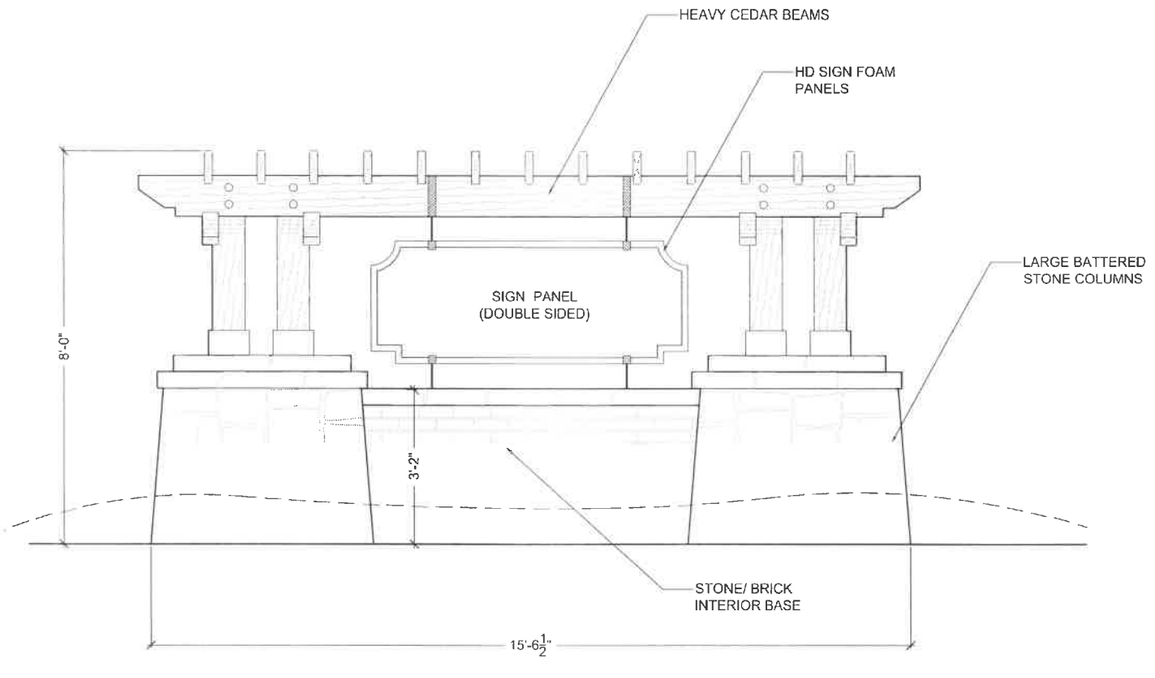

Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

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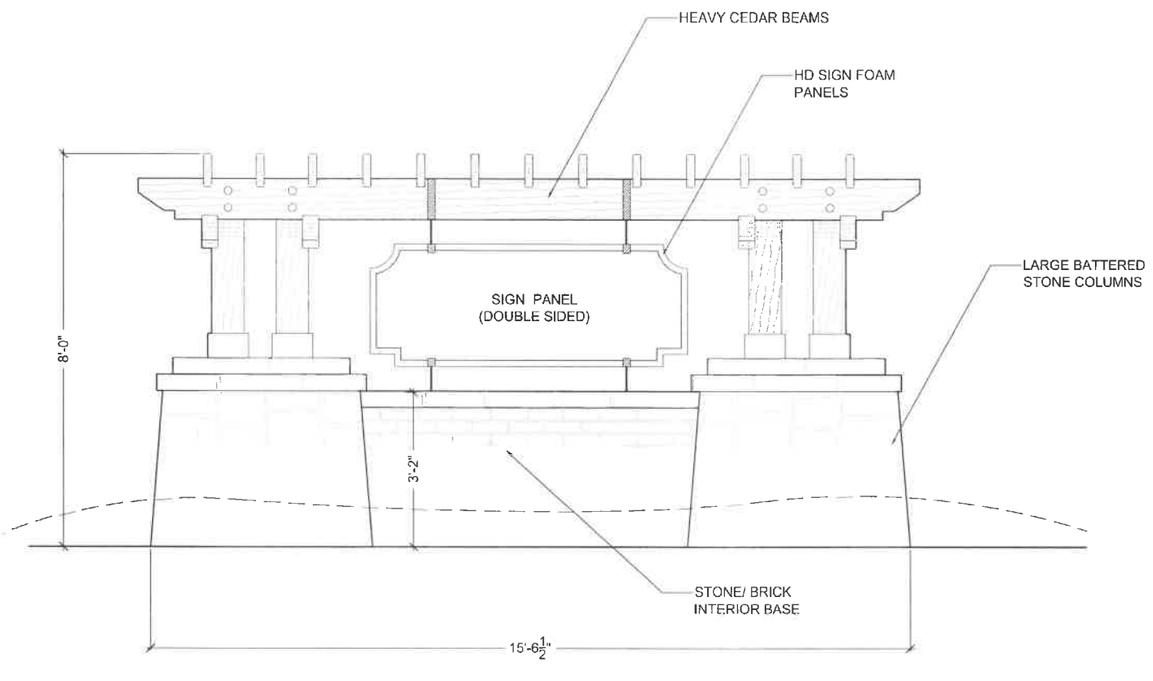

Brunson & Co.
LANDSCAPE ARCHITECTS

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

A

Development Planning & Engineering, Inc.

Color Rendering of Site Plan Jim Crow Road Partners PUD

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SITE SUMMARY

GROSS/NET ACREAGE:	± 15.53 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/16/2019 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

Branson & Company

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.63 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY SUITE A
BUFORD, GA 30518

PREPARED FOR:

Development Planning & Engineering, Inc.

Brinson & Company
Civil Engineering

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.83 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 | 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

Branson & Company

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.63 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 | 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

Bradley & Company
Landscape Architects

Development Planning & Engineering, Inc.

Reduced Site Plan
Jim Crow Road Partners
Tract

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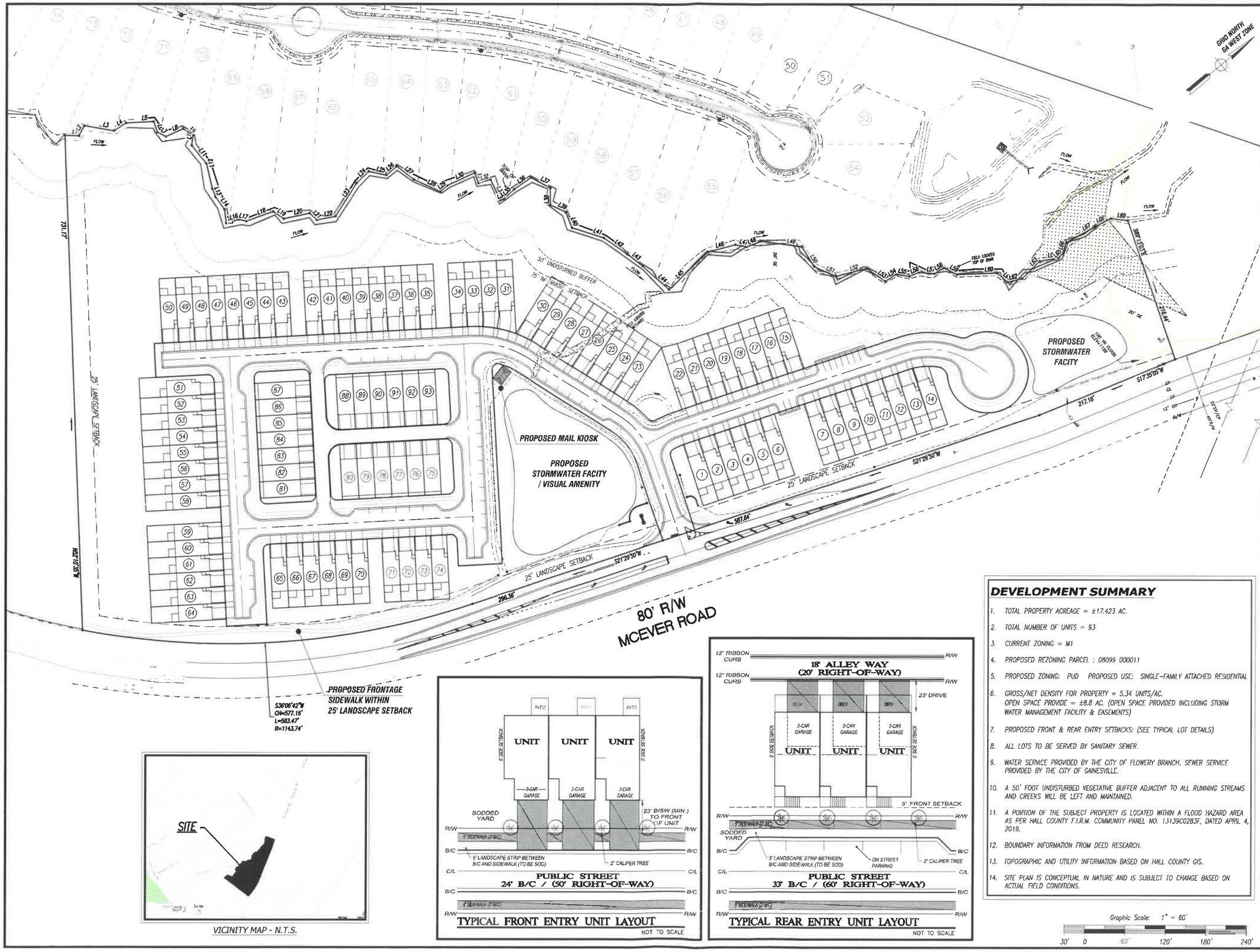


VICINITY MAP - N.T.S.

TYPICAL FRONT ENTRY UNIT LAYOUT

NOT TO SCALE

TYPICAL REAR ENTRY UNIT LAYOUT

NOT TO SCALE

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±17.423 AC.
2. TOTAL NUMBER OF UNITS = 93
3. CURRENT ZONING = M1
4. PROPOSED REZONING PARCEL : 08099 000011
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY ATTACHED RESIDENTIAL
6. GROSS/NET DENSITY FOR PROPERTY = 5.34 UNITS/AC.
   OPEN SPACE PROVIDE = ±8.8 AC. (OPEN SPACE PROVIDED INCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
7. PROPOSED FRONT & REAR ENTRY SETBACKS: (SEE TYPICAL LOT DETAILS)
8. ALL LOTS TO BE SERVED BY SANITARY SEWER.
9. WATER SERVICE PROVIDED BY THE CITY OF FLOWERY BRANCH. SEWER SERVICE PROVIDED BY THE CITY OF GAINESVILLE.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER HALL COUNTY F.I.R.M. COMMUNITY PANEL NO. 13139C0283F, DATED APRIL 4, 2019.
12. BOUNDARY INFORMATION FROM DEED RESEARCH.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.

Graphic Scale: 1" = 60'

30' 0 60' 120' 180' 240'

dpe
Development Planning & Engineering, Inc.
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

MB REGIONAL ENTERPRISES, LLC.
5072 BRISTOL IND. WAY
SUITE A
BUFORD, GA. 30518

PROJECT NAME:

JIM CROW ROAD PARTNERS TRACT

TASK:

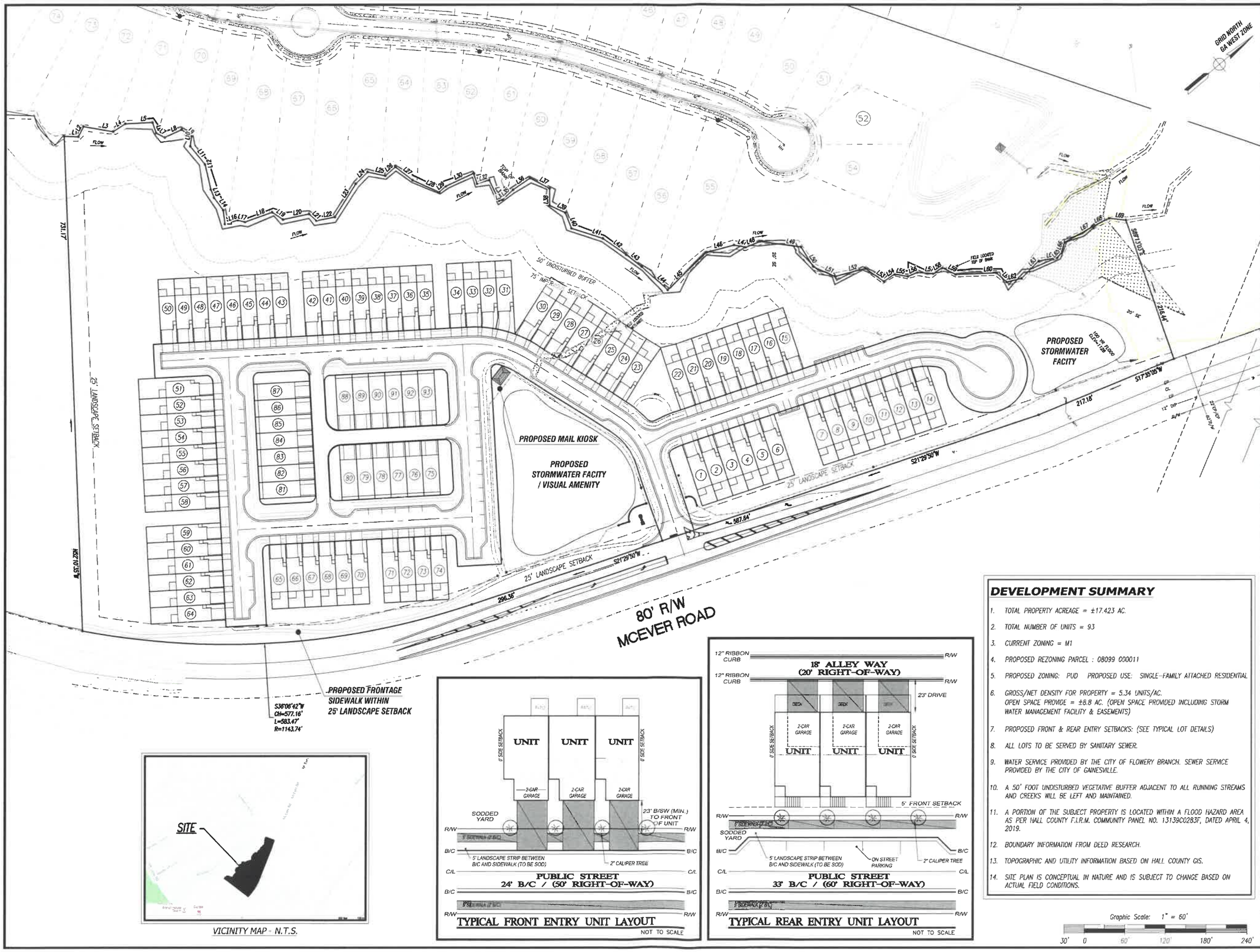
CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:

JIM CROW RD PARTNERS TRACT	Project Name
19-078	Project Number
McEVER ROAD	Project Address
99	Land Lot No.(s)
8th	District
FLOWERY BRANCH HALL COUNTY, GA.	County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 2
CHECKED	SHEET
12/12/19 DATE	19-078 PROJECT No.



VICINITY MAP - N.T.S.

TYPICAL FRONT ENTRY UNIT LAYOUT

NOT TO SCALE

TYPICAL REAR ENTRY UNIT LAYOUT

NOT TO SCALE

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±17.423 AC.
2. TOTAL NUMBER OF UNITS = 93
3. CURRENT ZONING = M1
4. PROPOSED REZONING PARCEL : 08099 000011
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY ATTACHED RESIDENTIAL
6. GROSS/NET DENSITY FOR PROPERTY = 5.34 UNITS/AC. OPEN SPACE PROVIDE = ±8.8 AC. (OPEN SPACE PROVIDED INCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
7. PROPOSED FRONT & REAR ENTRY SETBACKS: (SEE TYPICAL LOT DETAILS)
8. ALL LOTS TO BE SERVED BY SANITARY SEWER.
9. WATER SERVICE PROVIDED BY THE CITY OF FLOWERY BRANCH. SEWER SERVICE PROVIDED BY THE CITY OF GAINESVILLE.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER HALL COUNTY F.I.R.M. COMMUNITY PANEL NO. 13139C0283F, DATED APRIL 4, 2019.
12. BOUNDARY INFORMATION FROM DEED RESEARCH.
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dpe
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civil · sanitary · transportation · survey
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MB REGIONAL ENTERPRISES, LLC.
5072 BRISTOL IND. WAY
SUITE A
BUFORD, GA. 30518

PROJECT NAME:

JIM CROW ROAD PARTNERS TRACT

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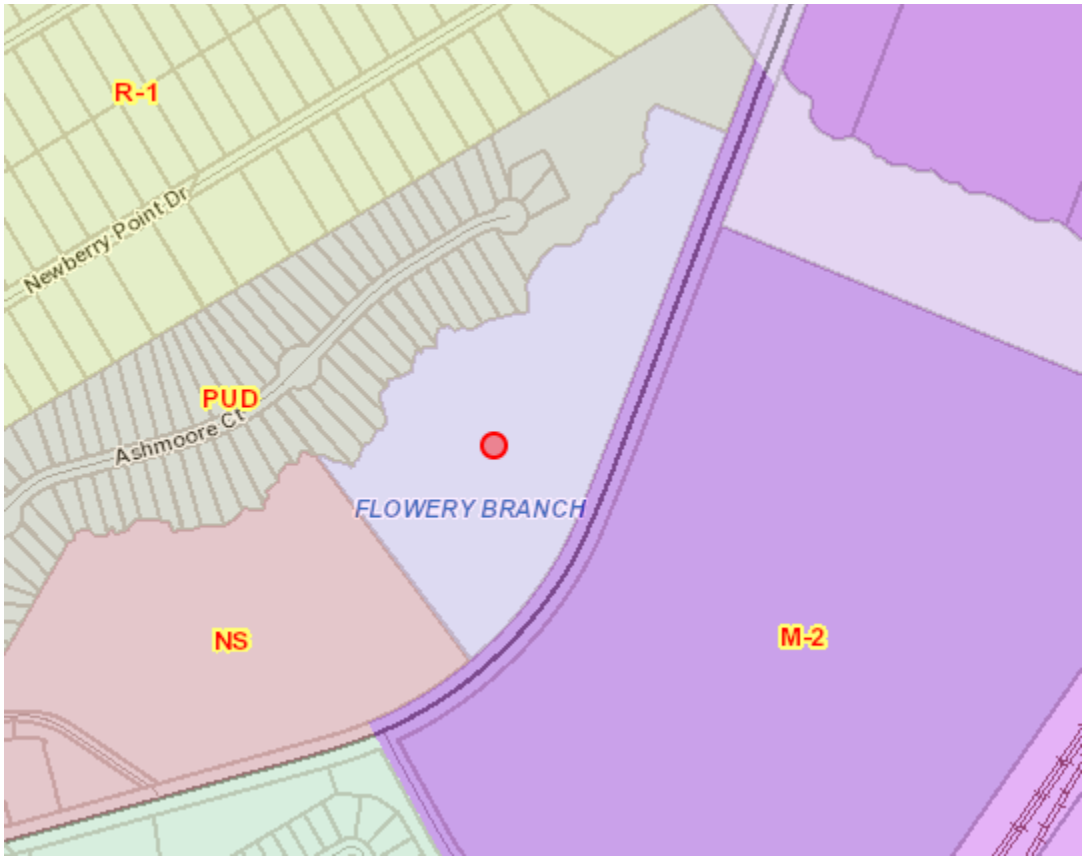
FLOWERY BRANCH HALL COUNTY, GA.	County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 2
CHECKED	SHEET
12/12/19 DATE	19-078 PROJECT No.

Applicant: MB Regional Enterprises, LLC.
Property Owner: Jim Crow Road Partners, LLC.
Subject Property: 0 McEver Road; 08099 000011; 17.43+/- acres
Request: Rezone from M1 (Light Industrial) to PUD (Planned Unit Development) proposal is to construct 93 single family townhomes
Current Use: Vacant
Character Area: Mixed Use

A proposed rezoning from M-1 to PUD to develop a 93 single family townhome subdivision on McEver Road next to the recently approved McEver Road self-storage.



Mixed Use

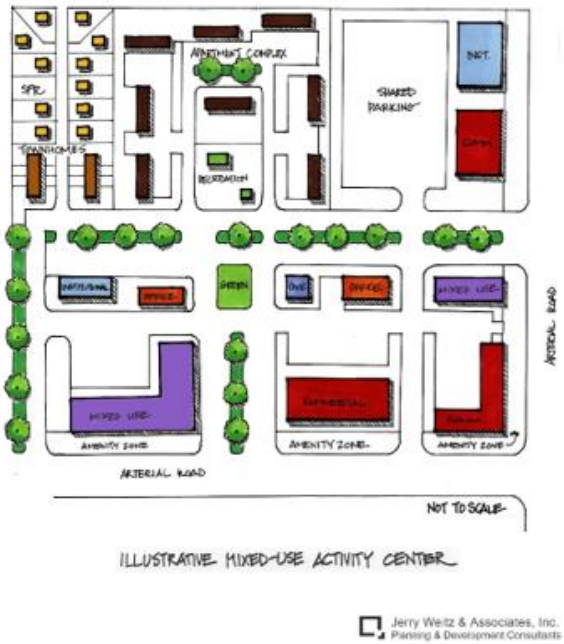
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

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

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

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

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



ILLUSTRATIVE MIXED-USE ACTIVITY CENTER

Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

Proposed site plan:

The proposed site design has some alley accessed lots a and limits itself to one cul-de-sac allowing for an easy flow through the entire project. Sidewalks are provided throughout the development.

PUD Description and Intent

This zoning district is intended primarily to implement the “Single-family residential” designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch, in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is also intended to implement the “suburban residential” character area established in the comprehensive plan but may also be used to implement the “traditional neighborhood development” character area.

PUD Zoning Requirements

The character, location, and appropriateness of the proposed mix of land uses and residential dwelling types; Not a mixed-use development as presented. However, with the self-storage and two commercial outparcels that were approved directly next door it could be considered a mixed-use development. The outparcel uses are unknown at this time but the applicant for McEver Self-Storage indicated a desire for office and/or restaurant.

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

Consistency with the objectives of this Article; Not consistent as submitted unless it is viewed holistically with the surrounding area.

Consistency with the comprehensive plan of the city; Again, an argument can be made that if viewed as part of the larger area it could be considered consistent with the adopted comprehensive plan.

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

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

Proposed Elevations

As proposed the elevations show two car garages with windows and decorative doors. The building materials are varied and have accent materials on each townhome.

Sewer Capacity

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

McEver Road Corridor (see corresponding powerpoint)

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would put the burden of services on other currently vacant parcels. In particular, the corner of McEver and Gainesville Street becomes almost definitively a mixed-use parcel or an N-S (Neighborhood Shopping) driven development. Staff is not opposed to the proposed project but encourages Council to look at the area as a whole and understand the need for services in this area.

Staff recommendation

This site as zoned (M-1) could add much needed commercial uses on the McEver Road Corridor. Additionally, there are M-1 uses next door (McEver Road Self-Storage) and across the street (SKF). However, the applicant has stated the land lends itself more to a small residential development. There is support for this argument as it will add more residents to the area and would be served by the outparcels on the McEver Self-Storage development and the commercial component that is part of the Park Haven subdivision on Gainesville Street/McEver Road.

Staff recommends approval of the request with the following conditions:

1. Applicant shall work with the owner of McEver Self-Storage in a good faith effort to provide access to the two proposed commercial outparcels. Plan shall be submitted and approved by the CD staff.
2. Applicant shall work with the owner of McEver Self-Storage in a good faith effort to provide a similar landscape plan along McEver Road as approved as part of McEver Self-Storage rezoning case dated August 15, 2019 and modified on February 6, 2020. Plan shall be submitted and approved by the CD staff.
3. Driveway lengths on non-alley fed lots must be 23’ from back of sidewalk.
4. Two car garages are required for each unit.
5. Detailed landscape plan required at time of LDP. Street landscaping and street trees must be shown.
6. Homeowners Association is required.

7. Elevations must be consistent with those submitted as part of this application dated 12/12/2019 (or as submitted and approved as part of the adopting ordinance).
8. Site shall generally adhere to the site plan submitted on 12/12/2019 (or as submitted and approved as part of the adopting ordinance).
9. Major changes as determined by staff shall require review by City Council.
10. Water and Sewer shall be provided by Flowery Branch.

Flowery Branch

McEver Road Corridor

February 6, 2020

McEver Road Corridor

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

Currently

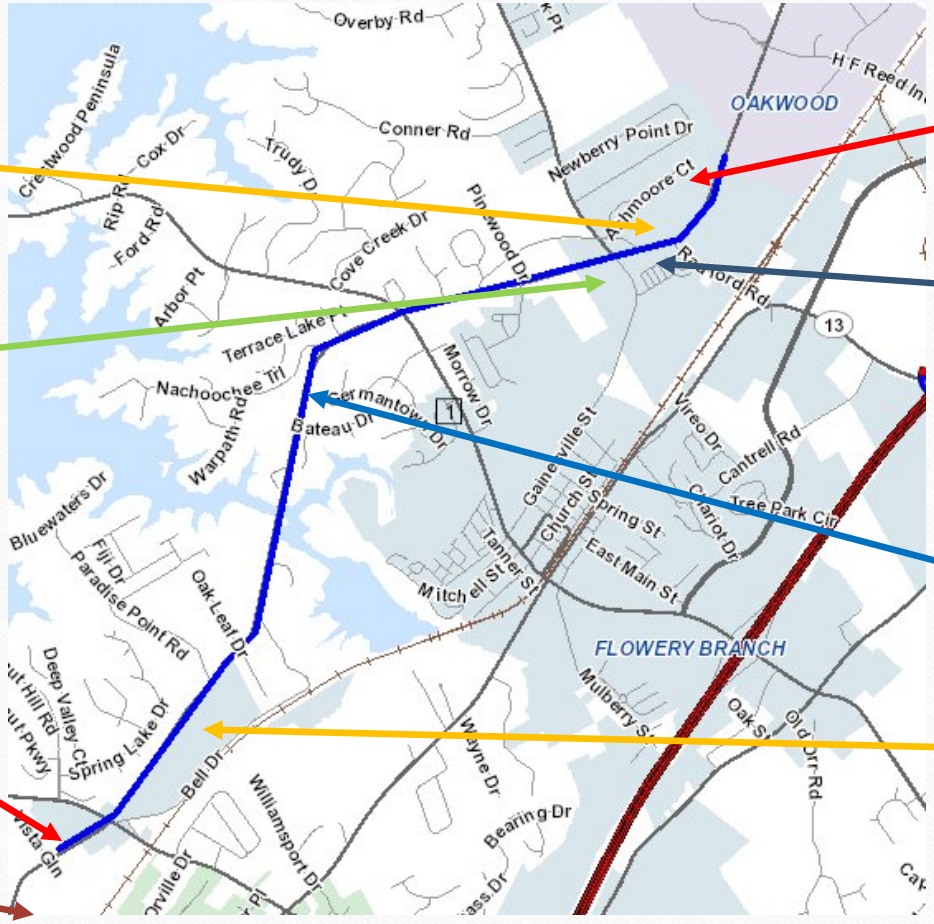
- Approximately 3.8 +/- miles of road that run through the City
- City only controls a small portion of this road
- City controls two very important intersections – McEver and Gaines Ferry Road and McEver and Gainesville Street

Projects

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

Projects

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



McEver Self Storage

Church site

Current City Limits

Proposed annexation

Proposed Townhome development

67 Homes

Around 3.8 miles of road in the City

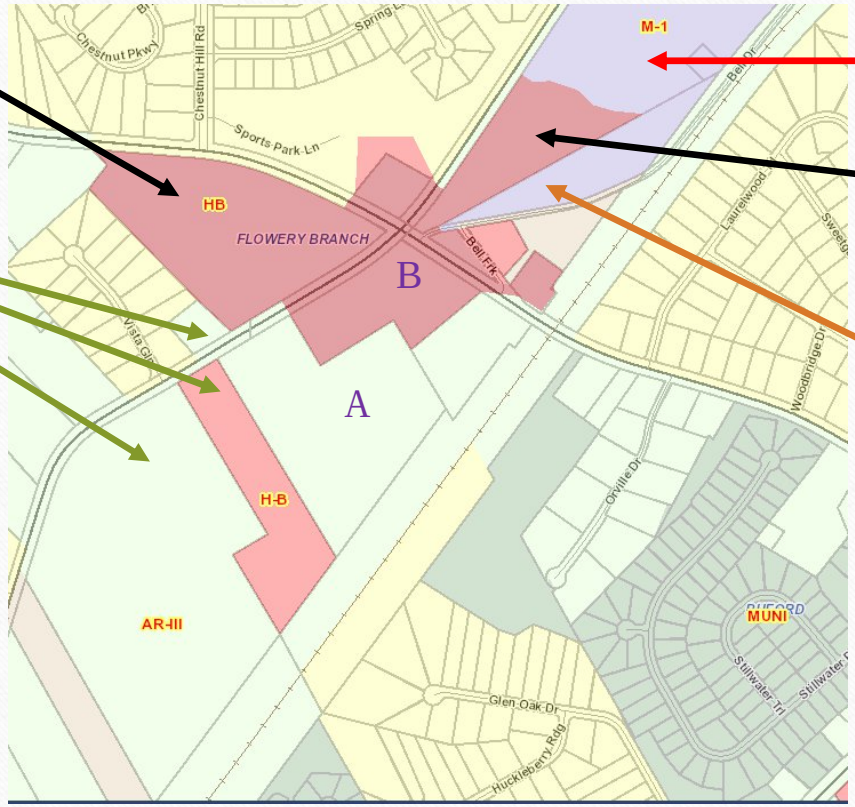
199 Homes

Corner of McEver & Gaines Ferry

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

The Farm
Mixed-Use

Proposed
annexation
102 home
subdivision



Cotter
Harvey 199
Homes

Vacant HB

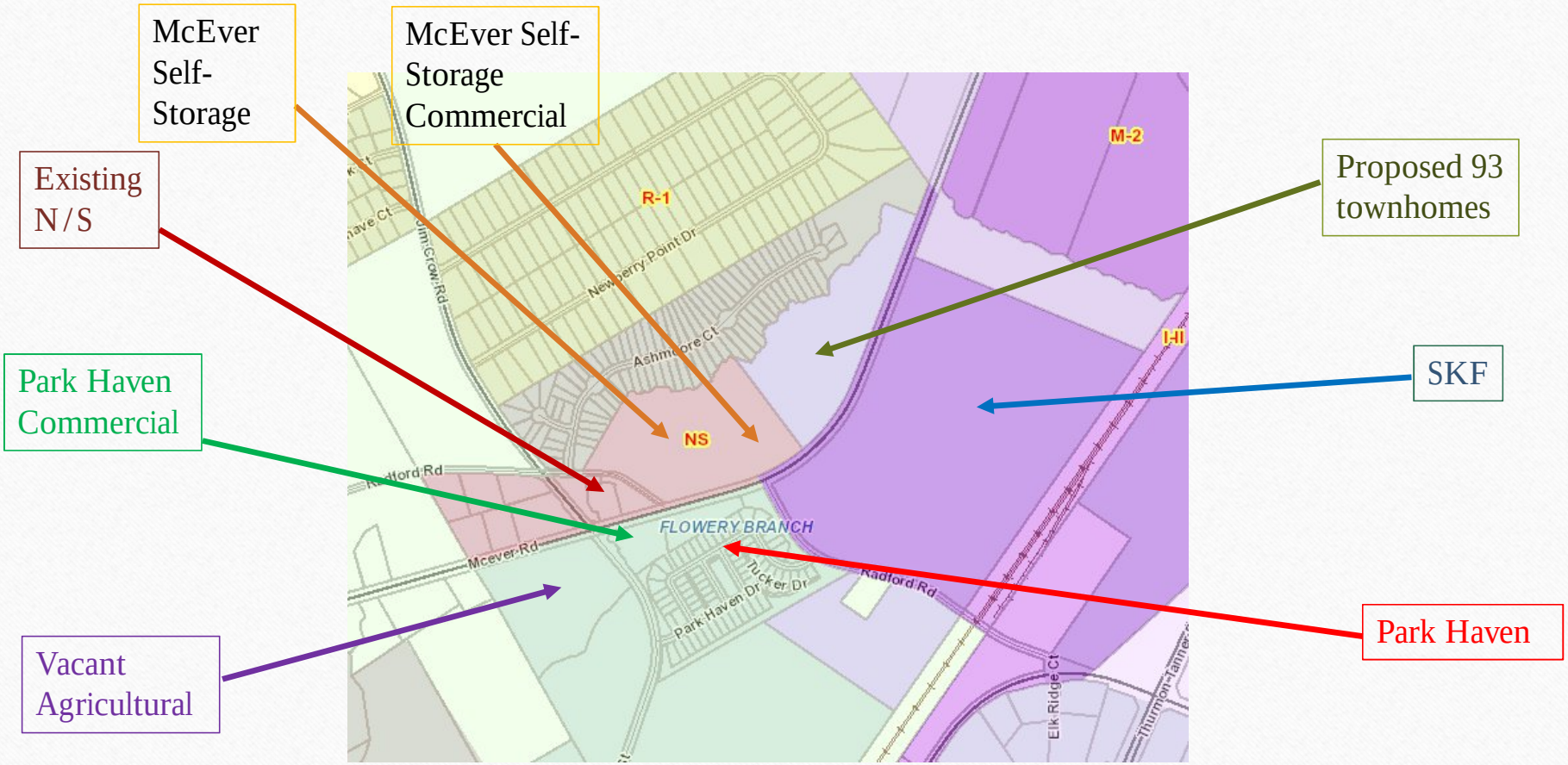
Boat Storage

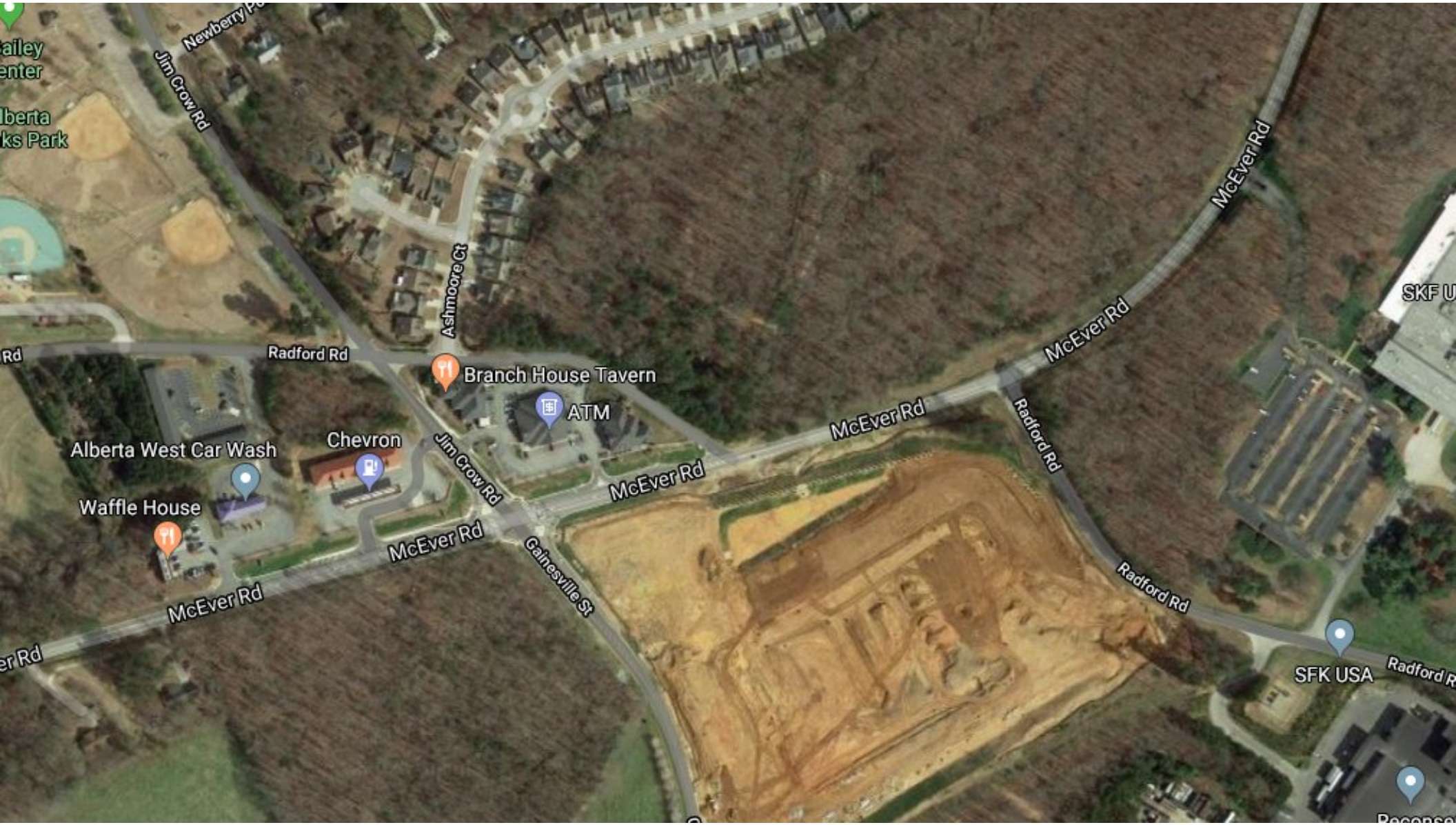
A &B
Parcels that
would help
create a
cohesive mixed-
use project

Gaines Ferry Rd
Soulflower, Gifts
& Apothecary
McEver Rd
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Boat Masters
McEver Rd
Gaines Ferry Rd
Gaines Ferry Rd
McEver Rd
Lakeside Package
Pure
Gaines Ferry Rd
Gaines Ferry Rd
Hall County
Fire Station 8

Corner of McEver & Gainesville Street

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


McEver Self-Storage
McEver Self-Storage Commercial
Existing N/S
Park Haven Commercial
Vacant Agricultural
Proposed 93 townhomes
SKF
Park Haven
R-1
M-2
I-H
NS
Newberry Point Dr
Ashmore Ct
Jim Crow Rd
Radford Rd
Mcever Rd
FLOWERY BRANCH
Tucker Dr
Park Haven Dr
Elk Ridge Ct


Newberry Pl
Jim Crow Rd
Ashmoore Ct
Radford Rd
Branch House Tavern
ATM
Chevron
Alberta West Car Wash
Waffle House
McEver Rd
Jim Crow Rd
Gainesville St
Radford Rd
SFK USA
SKF U

Corridor Development

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The City of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan") and Adoption Agreement. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:
To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated Plan documents. Due to their collective size, we have attached a copy of the Master Plan and Amendment 1 received from GMEBS. We have enclosed a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2010, as well as a draft restated Adoption Agreement reflecting the benefit design options and other elective provisions currently in place under your Plan.

Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law. The City does not need to adopt the Master Plan. All plan documents and summary of amendments are attached for reference.

**If the Adoption Agreement is acceptable as drafted, the City will need to execute where indicated (p. 36), and return the entire Adoption Agreement no later than February 28, 2020.

OPTIONS:
Approve for the Mayor to execute the restated GMEBS Adoption Agreement as presented or recommend changes to the agreement.

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

AMOUNT AND SOURCE OF FUNDS:
No funding involved

RECOMMENDATION:
Approve for the Mayor to execute the restated GMEBS Adoption Agreement as presented

---

SAMPLE MOTION:

I make a motion to approve for the Mayor to execute the GMEBS Adoption Agreement as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- Executive Summary - GMEBS Restated Adoption Agreement.pdf
- Flowery Branch GMEBS Cover Letter 1-7-2020.pdf
- Flowery Branch GMEBS Adoption Agreement.pdf
- GMEBS 2018 Master Plan.pdf
- Amendment 1 to DB Master Plan 9.28.2018.pdf
- Summary of Amendments 1 6 2020.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement

DATE: January 13, 2020

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: February 20, 2020

PURPOSE: Approve for the Mayor to execute the restated GMEBS Adoption Agreement as presented

---

HISTORY:
The City of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which is comprised of the Master Plan document (“Master Plan”) and Adoption Agreement. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:
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**If the Adoption Agreement is acceptable as drafted, the City will need to execute where indicated (p. 36) and return the entire Adoption Agreement no later than February 28, 2020.

OPTIONS: Approve for the Mayor to execute the restated GMEBS Adoption Agreement as presented or recommend changes to the agreement.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve for the Mayor to execute the restated GMEBS Adoption Agreement as presented.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFIT SERVICES BOARD OF TRUSTEES

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

Trustees:

Boyd Austin
Mayor, Dallas

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
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City Manager, Garden City

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City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

January 7, 2020

MEMORANDUM VIA E-MAIL
(alisha@flowerybranchga.org)

TO: Alisha Gamble
Pension Committee Secretary, City of Flowery Branch

FROM: Caroline Dorsey, Assistant General Counsel

SUBJECT: Action Required; Georgia Municipal Employees Benefit System ("GMEBS"); Restated Defined Benefit Retirement Plan

The City of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan") and Adoption Agreement. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated Plan documents. Due to their collective size, we are sending a copy of the Master Plan and Amendment 1 via email only. We have enclosed a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2010, as well as a draft restated Adoption Agreement reflecting the benefit design options and other elective provisions currently in place under your Plan.

The draft Adoption Agreement will take effect on its date of approval by the City. Please review the enclosed restated Plan documents and Summary of Key Amendments. If the Adoption Agreement is acceptable as drafted, please execute it where indicated (p. 36), and return the entire Adoption Agreement **no later than February 28, 2020** to the following address:

Ms. Gina Gresham
Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, Georgia 30348

Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law. The City does not need to adopt the Master Plan.

Please contact Gina Gresham at 678-686-6258 or rgresham@gacities.com with any questions.

Encl.

C: Ron Bennett, City Attorney, City of Flowery Branch (w/ encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

The Burgess Building • 201 Pryor Street, SW • Atlanta, GA 30303-3606 • Tel 404.688.0472 • Toll Free 1.888.488.4462 • Website www.gacities.com
Mailing Address: PO Box 105377 • Atlanta, GA 30348

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Flowery Branch

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

TABLE OF CONTENTS

PAGE

I. AN ORDINANCE 1

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT 2
1. ADMINISTRATOR 2
2. ADOPTING EMPLOYER 2
3. GOVERNING AUTHORITY 2
4. PLAN REPRESENTATIVE 2
5. PENSION COMMITTEE 3
6. TYPE OF ADOPTION 3
7. EFFECTIVE DATE 3
8. PLAN YEAR 4
9. CLASSES OF ELIGIBLE EMPLOYEES 5
   A. Eligible Regular Employees 5
   B. Elected or Appointed Members of the Governing Authority 5
10. ELIGIBILITY CONDITIONS 6
   A. Hours Per Week (Regular Employees) 6
   B. Months Per Year (Regular Employees) 6
11. WAITING PERIOD 7
12. ESTABLISHING PARTICIPATION IN THE PLAN 7
13. CREDITED SERVICE 7
   A. Credited Past Service with Adopting Employer 7
   B. Prior Military Service 9
   C. Prior Governmental Service 10
   D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave) 12
14. RETIREMENT ELIGIBILITY 13
   A. Early Retirement Qualifications 13
   B. Normal Retirement Qualifications 14
   C. Alternative Normal Retirement Qualifications 16
   D. Disability Benefit Qualifications 20
15. RETIREMENT BENEFIT COMPUTATION 20
   A. Maximum Total Credited Service 20
   B. Monthly Normal Retirement Benefit Amount 21
   C. Monthly Early Retirement Benefit Amount 23
   D. Monthly Late Retirement Benefit Amount (check one): 24
   E. Monthly Disability Benefit Amount 24
   F. Minimum/Maximum Benefit For Elected Officials 25
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA 26

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) 26
B. Cost Of Living Adjustment.....27
17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING 28
A. Eligible Regular Employees 28
B. Elected or Appointed Members of the Governing Authority 28
18. PRE-RETIREMENT DEATH BENEFITS 29
A. In-Service Death Benefit.....29
B. Terminated Vested Death Benefit.....30
19. EMPLOYEE CONTRIBUTIONS 31
20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT.....32
21. TERMINATION OF THE ADOPTION AGREEMENT.....33
22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS 33

I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Flowery Branch, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Flowery Branch, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Flowery Branch, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 36

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Flowery Branch, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Manager**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Finance Director**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
- ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____**.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and

guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____**(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **November 1, 2014 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **November 1, 2014 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **November 1, 2014 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☐ Employer Fiscal Year commencing _____.
☒ Other **(must specify month and day commencing)**: **July1.**

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**:
_____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))** : _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): _____.**

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum requirement for Regular Employees:

☐ No minimum
☒ At least **6** months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
☐ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. <u>Credited Past Service with Adopting Employer</u>

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original

Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Participants who were employed as of November 1, 2014, will be entitled to receive up to five (5) years of credit (at no cost to the Participant) for their Service with the City of Flowery Branch prior to November 1, 2014, which will be counted for all purposes under the Plan (i.e., meeting the minimum service requirements for participation and Vesting under the Plan, meeting the minimum service requirements for retirement and death benefit eligibility under the Plan, and computing the amount of retirement or death benefits under the Plan).**

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☒ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. <u>Prior Military Service</u>

<u>Note</u>: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit(check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the

Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____**.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

D. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

<u>Important Note</u>: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

☐ Unused sick leave
☐ Unused vacation leave
☐ Unused personal leave
☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

☐ The Participant must be 100% vested in a normal retirement benefit.
☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. <u>Early Retirement Qualifications</u>

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **<u>55</u> (insert number)**

☒ Completion of **<u>10</u>** years **(insert number)** of Total Credited Service

<u>Exceptions</u>: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65** **(insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62

(unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) <u>Elected or Appointed Members of Governing Authority</u>

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

<u>Exceptions</u>: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject

to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☒ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the

Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☐ **Other Alternative Normal Retirement Benefit <u>for Public Safety Employees Only</u>**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police

protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☐ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

- ☐ All Eligible Regular Employees.
- ☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

☒ (a) **Flat Percentage Formula**. **2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☒ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Alternative Flat Percentage Formula**. _____**% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (c) **Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) <u>Final Average Earnings</u>

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **<u>36</u> (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

☒ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) <u>Formula for Elected or Appointed Members of the Governing Authority</u>

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☐ $_____ **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

☐ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. <u>Monthly Early Retirement Benefit Amount</u>

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before [Age ___(Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☐ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the

Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. <u>Cost Of Living Adjustment</u>

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

☒ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☒ All Participants (and their Beneficiaries).
☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☐ No vesting schedule (immediate vesting).

☐ Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. <u>In-Service Death Benefit</u>

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☒ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☐ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

☐ Total Credited Service accrued prior to the date of the Participant's death.

☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ **_____ (insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.**

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **_____.**

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.**

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named): _____.**

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: **_____.**

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the

Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Master Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Flowery Branch, Georgia this _____ day of _____, 20_____.

Attest: CITY OF FLOWERY BRANCH, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

_____

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

MASTER DEFINED BENEFIT RETIREMENT PLAN DOCUMENT

AMENDED AND RESTATED

AS OF JANUARY 1, 2013

(WITH AMENDMENTS TAKING EFFECT ON OR BEFORE JANUARY 1, 2017)

Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

TABLE OF CONTENTS

		Page
ARTICLE I.	PURPOSE OF PLAN	1
ARTICLE II.	DEFINITIONS	2
Section 2.01.	"Accrued Benefit"	3
Section 2.02.	"Actuarial Equivalent"	3
Section 2.03.	"Actuary"	3
Section 2.04.	"Addendum"	3
Section 2.05.	"Adjustment Date"	3
Section 2.06.	"Administrator"	3
Section 2.07.	"Adopting Employer"	3
Section 2.08.	"Adoption Agreement"	3
Section 2.09.	"Applicable Form"	4
Section 2.10.	"Board of Trustees" or "Board"	4
Section 2.11.	"Bona Fide Separation from Service"	4
Section 2.12.	"Child" or "Children"	4
Section 2.13.	"Code"	5
Section 2.14.	"Code Section 415(d) Cost of Living Adjustment"	5
Section 2.15.	"Contract"	5
Section 2.16.	"Contributions"	5
Section 2.17.	"Cost of Living Base Figure"	5
Section 2.18.	"Covered Compensation AIME	6
Section 2.19.	"Covered Compensation Dynamic Break Point"	6
Section 2.20.	"Covered Compensation Table Break Point"	6
Section 2.21.	"Current Average Cost-of-Living Index Figure"	7
Section 2.22.	"Default Beneficiary"	7
Section 2.23.	"Disability"	7
Section 2.24.	"Disability Retirement Date"	10
Section 2.25.	"Early Retirement Date"	11
Section 2.26.	"Earnings"	11
Section 2.27.	"Effective Date"	12
Section 2.28.	"Eligible Employee"	12
Section 2.29.	"Eligible Regular Employee"	12
Section 2.30.	"Employee"	13
Section 2.31.	"Employer"	13
Section 2.32.	"Enrollment Date"	13
Section 2.33.	"FMLA"	13
Section 2.34.	"Firefighter"	13
Section 2.35.	"Final Average Earnings"	14
Section 2.36.	"Governing Authority"	15
Section 2.37.	"In-Service Distribution"	15
Section 2.38.	"Ineligible Employee"	15
Section 2.39.	"Interest"	15
Section 2.40.	"Investment Fund" or "GMEBS Retirement Trust Fund"	15

200

Section 2.41. "Late Retirement Date" 15
Section 2.42. "Military Service" 16
Section 2.43. "Monthly Retirement Benefit" 16
Section 2.44. "Municipal Legal Officer" 16
Section 2.45. "Normal Retirement Date" or "Alternative Normal Retirement Date" 16
Section 2.46. "Participant" or "Participating Employee" 16
Section 2.47. "Pension Committee" 17
Section 2.48. "Plan" 17
Section 2.49. "Plan Representative" 17
Section 2.50. "Plan Year" 17
Section 2.51. "Police Officer" 17
Section 2.52. "Post-Retirement Beneficiary" 17
Section 2.53. "Practitioner" 17
Section 2.54. "Primary Pre-Retirement Beneficiary" 18
Section 2.55. "Regular Employee" 18
Section 2.56. "Resolution" 18
Section 2.57. "Retired Participant" 18
Section 2.58. "Retirement" or "Retires" 18
Section 2.59. "Retirement System," "System," or "GMEBS" 18
Section 2.60. "Secondary Pre-Retirement Beneficiary" 18
Section 2.61. "Section" 18
Section 2.62. "Spouse" 18
Section 2.63. "Terminated Vested Participant" 19
Section 2.64. "Termination," "Terminate Employment," "Termination of Employment," or "Terminated" 19
Section 2.65. "Trust Fund" 20
Section 2.66. "Vested," "Vesting," "Vested Right," or "Vested Benefit" 20

ARTICLE III. SERVICE 20
Section 3.01. "Current Credited Service" 20
Section 3.02. "USERRA Military Service Credit 21
Section 3.03. "Credited Past Service" 24
Section 3.04. "Prior Governmental Service" 24
Section 3.05. "Prior Military Service" 24
Section 3.06. "Service" 24
Section 3.07. "Total Credited Service" 25

ARTICLE IV. ELIGIBILITY, QUALIFICATION AND PARTICIPATION 26
Section 4.01. Classes of Eligible Employees 26
Section 4.02. Qualifications for Participation 26
Section 4.03. Establishing Participation in the Plan 31
Section 4.04. Change in Employment Status 33
Section 4.05. Participant Leaves of Absence 34
Section 4.06. Non-Vested Participant Breaks in Service 35

ARTICLE V. RETIREMENT ELIGIBILITY 38

ARTICLE VI. RETIREMENT BENEFITS 39
Section 6.01. Normal Retirement Benefit....39
Section 6.02. Early Retirement Benefit 40
Section 6.03. Late Retirement Benefit....41
Section 6.04. Disability Benefit....42
Section 6.05. Cost of Living Adjustment 46
Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service 48

ARTICLE VII. OPTIONAL FORMS OF RETIREMENT INCOME....62
Section 7.01. Standard Benefit Payment Form; Other Payment Options....62
Section 7.02. Designation of Post-Retirement Beneficiary 63
Section 7.03. Description of Options....63
Section 7.04. Cancellation of Election 67
Section 7.05. Rule for Small Benefits 67
Section 7.06. Distributions 68
Section 7.07. Compliance with Internal Revenue Section 401(a)(9) 68
Section 7.08. Compliance with Internal Revenue Section 415 68

ARTICLE VIII. DEATH BENEFITS 68
Section 8.01. Death in Service Prior to Retirement....68
Section 8.02. Actuarial Reserve In-Service Death Benefit....68
Section 8.03. Auto A In-Service Death Benefit 70
Section 8.04. Designation of Beneficiary 73
Section 8.05. Change of Beneficiary 74
Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary....74
Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary 76
Section 8.08. Terminated Vested Death Benefits....77
Section 8.09. Terminated Vested Auto A Death Benefit....78
Section 8.10. Accrued Retirement Benefit 81
Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary 84
Section 8.12. Participant Death After Retirement Benefit Commencement 85

ARTICLE IX. TERMINATION BEFORE RETIREMENT; VESTING....87
Section 9.01. Vesting Requirement for Deferred Retirement Benefit....87
Section 9.02. Termination of Tenure of Office Before Retirement....88
Section 9.03. Immediate Vesting in Disability Retirement Benefit 88
Section 9.04. Involuntary Termination Without Cause 89
Section 9.05. Portability between Adopting Employers....89
Section 9.06. Forfeiture of Benefits for Public-Employment Related Crimes, Other Crimes....90
Section 9.07. Forfeitures....91

ARTICLE X. DISTRIBUTION AND ROLLOVER RULES 94
Section 10.01. Distribution Rules Imposed by Federal Law 94
Section 10.02. Rollover of Distributions 98
Section 10.03. Acceptance of Eligible Rollover Distributions 100
Section 10.04. Acceptance of Trustee-to-Trustee Transfers 101

ARTICLE XI. LIMITATIONS ON BENEFITS 101
Section 11.01. Effective Date 101
Section 11.02. Limitation on Annual Benefit 101
Section 11.03. Limitation on Annual Additions 111
Section 11.04. Code Section 415(e) Limits 114
Section 11.05. Limitations on Service Credit Purchases 114
Section 11.06. Interpretation of this Article 117

ARTICLE XII. ACTUARIAL EQUIVALENT CONVERSION TABLES 118
Section 12.01. Early Retirement Reduction Table 118
Section 12.02. Option B Tables 118
Section 12.03. Option C Table 120
Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve Death Benefit 120
Section 12.05. Late Retirement Actuarial Increase Factors 121
Section 12.06. Other Annuity Forms 121
Section 12.07. Lump Sum Payments 122

ARTICLE XIII. CONTRIBUTIONS 123
Section 13.01. Adopting Employer Contributions 123
Section 13.02. Employee Contributions 123
Section 13.03. Withdrawal of Employee Contributions 124
Section 13.04. Cessation of Contributions Without Penalty 126
Section 13.05. Continued Contributions During Leave of Absence 127
Section 13.06. Return of Contributions Upon Failure to Exhaust 127

ARTICLE XIV. PENSION COMMITTEE 130
Section 14.01. Creation and Composition 130
Section 14.02. Responsibilities 130
Section 14.03. Secretary 133
Section 14.04. Legal Assistance 133
Section 14.05. Plan Representative 133

ARTICLE XV. BOARD OF TRUSTEES 133
Section 15.01. Definitions 133
Section 15.02. Powers 134
Section 15.03. Composition and Election 134
Section 15.04. Officers 134
Section 15.05. Notice of Elections 134
Section 15.06. Voting 134
Section 15.07. Voting Representative for the Adopting Employer 134

Section 15.08. Qualified Public Accountant....135
Section 15.09. Fiduciary Insurance 135

ARTICLE XVI. GMEBS TRUST AGREEMENT 135
Section 16.01. General Provisions....135
Section 16.02. Group Trust Participation 136

ARTICLE XVII. CLAIMS AND LITIGATION....136
Section 17.01. Disputes 136
Section 17.02. Disputes involving Federal or State Law Compliance 137
Section 17.03. Failure to Act 137

ARTICLE XVIII. AMENDMENT AND TERMINATION....138
Section 18.01. Amendment of the Plan by an Adopting Employer....138
Section 18.02. Amendment of Plan by GMEBS 138
Section 18.03. Termination by Adopting Employer....140
Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract 143
Section 18.05. Involuntary Termination....147
Section 18.06. Termination of the Master Plan by the Board 151

ARTICLE XIX. NON-ALIENATION OF BENEFITS 151

ARTICLE XX. MISCELLANEOUS....152
Section 20.01. Construction....152
Section 20.02. Non-Diversion 154
Section 20.03. Legally Incompetent; Power of Attorney 154
Section 20.04. Benefits Supported Only by Trust Fund....155
Section 20.05. Non-Discrimination 155
Section 20.06. Limitation of Liability; Legal Actions....155
Section 20.07. Claims....156
Section 20.08. Errors in Benefits....156
Section 20.09. Notice....161
Section 20.10. Right of Recovery....161
Section 20.11. Evidence of Action 162
Section 20.12. Reliance 162
Section 20.13. Information to Administrator....162
Section 20.14. Participant Data to Administrator....162
Section 20.15. Treatment of Vacated Court Orders 163
Section 20.16. Entire Plan 163

APPENDIX – REFERENCED SECTIONS OF O.C.G.A.

MASTER PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated, effective January 1, 2013, except as otherwise provided herein, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System, adopted June 25, 2018. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); as well as the additional guidance included in the 2012 Cumulative List under Internal Revenue Service ("IRS") Notice 2012-76 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an

Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Master Plan document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Master Plan, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a volume submitter plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at his Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with his Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Master Plan, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. **"Covered Compensation AIME."** shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. **"Covered Compensation Dynamic Break Point"** shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of his most recent Termination or his date of death, whichever is applicable.

Section 2.20. **"Covered Compensation Table Break Point"** shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	$4,944	1916	$6,432	1929	$6,900
1904	5,160	1917	6,480	1930	6,984
1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176

1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941 or later	7,800

Section 2.21. **"Current Average Cost-of-Living Index Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. **"Default Beneficiary"** shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. **"Disability"** shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in his SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because he lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of a certificate

signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. **"Disability Retirement Date"** shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability on or after January 1, 2014, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability. Unless otherwise specified in an Employer's Addendum to the Adoption Agreement, with respect to Participants who Terminate Employment due to Disability on or after January 1, 2013 but prior to January 1, 2014, Disability Retirement Date shall be determined as follows: the first day of the first calendar month in which: (a) a Participant becomes entitled to receive a disability insurance benefit under the Federal Social Security Act, as amended; or (b) the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b), as applicable. However, in no event will the Disability Retirement Date be earlier than one (1) calendar month following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. **"Early Retirement Date"** shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. **"Earnings"** shall mean with respect to Participants who Terminate Employment on or after July 1, 2014, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay. With respect to Participants who Terminate Employment on or after January 1, 2013 and prior to July 1, 2014, "Earnings" shall mean the total taxable compensation paid to a Participant by the Employer as reflected in the Employer's W-2 payroll records, and shall include compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), and contributions picked-up under Code Section 414(h) during the Plan Year.

The annual earnings of a Participant for any year taken into account under the Plan for any Plan Year beginning prior to January 1, 1994, shall not exceed Two Hundred Thousand Dollars ($200,000) (as increased by the Cost of Living Adjustment for the year pursuant to Code Section 401(a)(17)), or for any Plan Year beginning on or after January 1, 1994, shall not exceed

One Hundred Fifty Thousand Dollars ($150,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars ($200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars ($200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which he belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-1 et seq. (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings for a Participant who Terminated Employment on or after July 1, 2014, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. For a Participant who Terminated Employment on or after January 1, 2013 and prior to July 1, 2014, unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall include severance payments made prior to a Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by

twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. **"Governing Authority"** shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. **"In-Service Distribution"** shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. **"Ineligible Employee"** shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. **"Interest"** shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Master Plan's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement. An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Master Plan document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Practitioner"** means the Georgia Municipal Association, Inc. who is the volume submitter practitioner sponsoring the Plan on behalf of GMEBS.

Section 2.54. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Master Plan document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after

September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred. Prior to September 26, 2014, except as otherwise required by federal law, a Spouse shall mean a person who, as of the date of the Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of the State of Georgia. Sufficient documentation of marriage shall be provided to GMEBS upon request.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from his Enrollment Date to his Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Master Plan and the Employer's Adoption Agreement. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused

paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if he or she had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein, (iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in

installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes his or her make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-

Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the

death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to his Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Master Plan or the Adoption Agreement.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or limitations specified in the Master Plan and Adoption Agreement. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of

office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. **"Total Credited Service"** shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Master Plan or the Employer's Adoption Agreement. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of his Plan benefit pursuant to Section 7.05 of the Master Plan upon or following termination with an Adopting Employer and subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's

requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, he or she may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) Minimum Service Requirement. With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class, but he does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, he or she shall not be considered an Eligible Employee, unless and until he satisfies such requirements. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement, but he remains an Employee of the Employer, he or she

shall no longer be considered an Eligible Regular Employee, unless and until he again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan. Notwithstanding subsection 20.01(f) of the Master Plan, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order

to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, he shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and he has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then he shall be considered to have satisfied the waiting period and he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan, but he has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that he completes the minimum period of continuous,

uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that he completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular

Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date he meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, he satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, his service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until he has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the

date on which he is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) his immediate prior employment was with another Adopting Employer in the GMEBS; (ii) he was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) he satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for his class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. Effective with respect to Eligible Employees initially employed or reemployed on or after January 1, 2015, if participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior

to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at his option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which he belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, effective for Employees initially employed or reemployed by an Adopting Employer on or after January 1, 2014, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that he becomes an Ineligible Employee, he shall cease to accrue benefits under the Plan for any purpose and his interest under the Plan, if any, shall be only such as existed immediately before he became an Ineligible Employee, unless and until he again becomes a Participant. In no event will his service or earnings as an Ineligible Employee be taken into account for purposes of meeting the

Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, his Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and he has another change in employment status such that he again becomes a Participant, he shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing

the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, his interest under the Plan, if any, including his Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Master Plan and Adoption Agreement.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time he was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, he shall not be deemed to have incurred a break in Service. The time he was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time he was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant was regularly employed by the Employer immediately prior to his leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does

not return to active employment upon expiration of the approved leave period, he will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that he becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time he was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to

employment with the Employer following the most recent break in Service he performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Master Plan or Adoption Agreement with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a

Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date he has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after his Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which his effective Retirement Date occurs and shall be payable on the first day of each month thereafter during his lifetime. However, if directed by the Employer, Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) may be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which his Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. **Early Retirement Benefit**.

(a) A Participant, upon Retirement on or after his Early Retirement Date and before his Normal Retirement Date or Alternative Normal Retirement Date, shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which his effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section 6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm his eligibility for a Disability Retirement benefit, as

described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) If directed by the Employer, effective with respect to Participants who Terminate Employment on or after January 1, 2014, Early Retirement benefits may be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits. Effective with respect to Participants who Terminate Employment on or after January 1, 2013 and prior to January 1, 2014, retroactive payment of Early Retirement benefits to the Participant's Early Retirement Date or date of Termination is not permitted.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after his Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant who Terminates Employment on or after January 1, 2014 will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after his or her Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the Employer may elect in the Adoption Agreement or

Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability on or after April 1, 2015, and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee, and for a Participant who terminates due to disability prior to April 1, 2015, such Participant also must complete and submit a GMEBS retirement application form to the Pension Committee Secretary no later than one (1) year after the Participant's Termination of Employment due to Disability (regardless of whether the Participant has yet received a federal SSA disability award or, if applicable, a Pension Committee determination of Disability); and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability — Except as otherwise provided in subsection 6.04(b)(1) above, requiring Participants who terminate due to Disability prior to April 1, 2015, to submit a completed GMEBS retirement application form to the Pension Committee Secretary within one (1) year following Termination of Employment due to Disability, or subsection 6.04(b)(3) below, the Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

(i) the Participant's GMEBS Retirement Application Form;

(ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and

(iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on

the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that he or she has filed such application.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form (but see subsection 6.04(b)(1) above concerning requirement for Participants who terminate due to disability prior to April 1, 2015 to submit a GMEBS retirement application to the Pension Committee Secretary within one (1) year after Termination of Employment due to Disability);

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that he or she has filed such application.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the

Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which he is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable

under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual

cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) General Rules.

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on his re-retirement (whether before or after his Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of his aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of his subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by him prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of his previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value

of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change his form of benefit payment on his subsequent re-retirement, or to change his Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to his reemployment by the Employer as an Eligible Employee shall commence as of the date of his reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time he applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time he applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time he applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as he is at least such age. For purposes of this subparagraph (B), "public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for

suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable, and, with respect to a Participant returning to service as an Eligible Employee on or after September 26, 2014, after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Recommencement of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Retirement Date, as applicable), and, with respect to a Participant returning to service as an Eligible Employee on or after September 26, 2014, after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection.

However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service, or with respect to Participants returning to service as an Eligible Employee prior to September 26, 2014, after at least a six-month separation from

Service, as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following his return to service as an Eligible Employee shall not be authorized to change his form of benefit payment, or to change his Post-Retirement Beneficiary on his subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to

re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Effective on or after September 26, 2014, notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan, may commence receipt of his Retirement benefit while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee on or after September 26, 2014, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change his form of benefit payment, or to change his Post-Retirement Beneficiary on his subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during his or her period of continued service with the Adopting Employer during which he is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to

In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, his or her Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of his or her aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and he dies during the period of continuous employment or during the period of his reemployment, as applicable, and before re-retirement, then his Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional

Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to his death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after his Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date his Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant

receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible

Regular Employee of said Employer, his or her Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon his return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which he or his beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who

returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and his Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to his return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon his subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to his effective Retirement Date, to have his Retirement benefit payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during his lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Master Plan as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. **Designation of Post-Retirement Beneficiary**. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, he shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. **Description of Options**. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during his lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid

to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on his retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of his election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates his Spouse as his Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in his monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce.

Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons. This provision shall not be construed to permit a Participant to change his form of benefit payment, to change his Post-Retirement Beneficiary after his effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during his lifetime and, in the event of his death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after his benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by him. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all

payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. **Cancellation of Election**. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or his designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. **Rule for Small Benefits**.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the recipient does not exceed Five Thousand Dollars ($5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars ($1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible

retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. Death in Service Prior to Retirement. In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. Actuarial Reserve In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements,

then in the event the Participant's employment with the Adopting Employer is terminated by reason of his death prior to his Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to his Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of his death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or his attained age if his attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) Effective January 1, 2015, with respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee: (1) whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer, or (2) (A) who is not described in paragraph 8.02(c)(1) above and whose

Employer's Plan contains an Addendum provision which was in effect immediately prior to January 1, 2015, which provides for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfies such time limitation prior to the date of his death. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. **Auto A In-Service Death Benefit**. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that the Participant's employment with the Adopting Employer is terminated by reason of his death prior to his Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to his Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the

month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on his date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one

hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on his date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. **Designation of Beneficiary**. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as his Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to his Retirement and if as of the date of the Participant's death the Participant has satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as his Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise

payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to his Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding his date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(c) Effective with respect to deaths occurring before July 1, 2015, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable under this Article, then the pre-retirement death benefit shall be paid to the Participant's surviving Default Beneficiary in accordance with this subsection. For purposes of this subsection, the Participant's Default Beneficiary(ies) shall be as follows: (a) the Participant's surviving Spouse; or (b) if there is no surviving Spouse, the Participant's surviving Children; or (c) if there is no surviving Spouse or Children, the Participant's surviving Parent(s). For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. For purposes of this subsection, the term "Spouse" shall be as defined in Section 2.62. The term "Child" or "Children" shall be as defined in Section 2.12. The term "Parent" shall be as defined in O.C.G.A. §19-11-3(7), determined as of the date of the Participant's death. Notwithstanding any other provision to the

contrary, if a death benefit becomes payable to more than one Child of the Participant under this subsection, then such benefit shall be paid to each such Child and calculated in a manner to provide each Child with an equal monthly benefit which ceases on the date such Child reaches age twenty-two (22). Such benefit shall be calculated using the factors contained in Section 12.06. If a death benefit is payable to more than one surviving Parent of the Participant under this subsection, then such benefit shall be calculated in a manner to provide each such Parent with the same monthly benefit amount for his or her lifetime. If a Child who is receiving a monthly benefit hereunder reaches age twenty-two (22) or if a Child or Parent receiving a monthly benefit hereunder dies, this shall not affect the monthly benefit amount any other Child or Parent is receiving. Except as otherwise provided in Section 8.07, if there is no Primary, Secondary, or Default Beneficiary to whom a death benefit is payable, then no death benefit is payable under the Plan.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Effective with respect to deaths occurring on or after July 1, 2015, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding his date of death and received a lump sum distribution of his benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(c) Effective with respect to deaths occurring before July 1, 2015, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary, Secondary or Default Pre-Retirement Beneficiary to whom a death benefit is payable under Section 8.06, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding his date of death and received a lump sum distribution of his benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided

the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. **Terminated Vested Auto A Death Benefit**. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to his effective Retirement date, his Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the

Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in

accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement

Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of his Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

(a) Effective with respect to deaths occurring on or after July 1, 2015, the Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the

lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(b) The provisions of this subsection (b) were effective as of January 1, 2013 but were superseded by the provisions of subsection (c) below effective January 1, 2014. The Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Retirement Benefit for one or more classes of Terminated Participants. In such case, the Employer shall designate the minimum Service and other eligibility requirements a Terminated Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Participant satisfies such requirements, then in the event that the Terminated Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination.

(c) The provisions of this subsection (c) were effective as of January 1, 2014 but were superseded by the provisions of subsection (a) effective July 1, 2015. The Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Participants. In such case, the Employer shall designate the

minimum Service and other eligibility requirements a Terminated Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Participant satisfies such requirements, then in the event that the Terminated Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes his beneficiary designation in accordance with Section 8.05, his designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement

Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. **Participant Death After Retirement Benefit Commencement**. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to his Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if he has elected a form of payment that does permit such designation (Option B or C) and his designated Post-Retirement Beneficiary does not survive him, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the

Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that he or she was the Retired Participant's Spouse at the time of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and his designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. **Vesting Requirement for Deferred Retirement Benefit**. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based

upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the date of his Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of his Accrued Benefit attributable to his Credited Service as an elected or appointed member of the Governing Authority only if he meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified

in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a Vested Benefit if he has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to his Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contains an Addendum provision which was in effect prior to January 1,

2015, which provides for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfies such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once he or she has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Public-Employment Related Crimes, Other Crimes.

(a) Benefits otherwise payable under the Plan shall be reduced or forfeited, as applicable, upon final conviction for a public employment-related crime or final conviction for a drug-related crime, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-20 through 47-1-25 (a copy of which is included in the Appendix hereto). The terms of

O.C.G.A. § 47-1-20 et seq. are incorporated herein by reference, including any future amendments thereto.

(b) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(c) If the Adopting Employer receives information that a Participant, Terminated Vested Participant, Retired Participant or beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) Effective on and after January 1, 2014, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in his or her bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary

or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Master Plan or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from

the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. **Rollover of Distributions.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a “traditional IRA”) or a Roth individual retirement account or annuity described in IRC 408(A) (a “Roth IRA”), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); and effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A. The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. Effective January 1, 2008, a

Distributee further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars ($200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in taxable income; or (ii) effective as of June 24, 2009, a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the

Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars ($160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's

retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars ($160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars ($160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars ($160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation at the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the

actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity

under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar ($160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement

date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003, or Internal Revenue Service Notice 2008-85 for years after December 31, 2008).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value

as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in

Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars ($5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars ($10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars ($10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars ($10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars ($40,000)), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%)) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals,

as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while he or she continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the

compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by an Employer are treated as an annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be

corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(h), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

Number of Years Before Normal Retirement*	Percentage of Normal Retirement Benefit
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older – The following table is to be used for a Participant who is the same age or older than his Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	100%	75%	50%	25%
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds his Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger – The following table is to be used for a Participant who is younger than his Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	100%	75%	50%	25%

Beneficiary Age – Participant Age	Contingent Annuity Factor			
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

Period	Factor
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve Death Benefit.

Age	Factor	Age	Factor
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509

Age	Factor	Age	Factor
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

Current Age	Factor
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Other Annuity Forms. Conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis assuming that the Participant is retiring at age sixty-five (65) and using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five

one hundredths percent (7.75%), regardless of the actual age and sex of any Participant or Beneficiary. If appropriate, such factors may vary by the difference between the Participant's age and the beneficiary's age. The value of Retirement benefits received by a Participant for purposes of Section 6.06 shall be determined using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five one hundredths percent (7.75%). Notwithstanding the foregoing, the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%) was applied for the purpose of computing other annuity forms and calculating the value of Retirement benefits received by a Participant for purposes of Section 6.06 on or after January 1, 2013 and prior to September 26, 2014.

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) Interest: The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) Mortality: The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) Age at Which Payments Begin: The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, he shall request that his Employee Contributions plus interest, if any, be withdrawn.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, he may request that his Employee Contributions (including any Contributions made to purchase prior service credit) plus interest be withdrawn, unless he chooses to claim his vested benefit, in which case his Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of his opportunity to withdraw his Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions

(including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for himself, his heirs and assigns all his rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw his Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as he remains in the employment of the Adopting Employer and he may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the

Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds, after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto. With respect to the repayment of Withdrawn Employee Contributions prior to September 26, 2014, in the event that withdrawal of Contributions made to purchase prior service credit is permitted by an Employer's Adoption Agreement or Addendum, repayment will be permitted only to the extent permitted by the Adoption Agreement or Addendum, and in accordance with any re-purchase or other repayment restrictions specified in the Adoption Agreement or Addendum.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are

otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) Death of a Retired Participant. If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate pursuant to Section 8.12, shall be paid as follows: (1) in the event the Participant dies on or after January 1, 2014, to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate, or (2) in the event the Participant dies on or after January 1, 2013 and prior to January 1, 2014, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid as follows: (A) in the event the Retired Participant dies on or after January 1, 2014, to the Retired Participant's designated beneficiary as

defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate, or (B) in the event the Retired Participant dies on or after January 1, 2013 and prior to January 1, 2014, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid as follows: (A) in the event the Post-Retirement Beneficiary dies on or after September 26, 2014, to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate, or (B) in the event the Post-Retirement Beneficiary dies on or after January 1, 2013 and prior to September 26, 2014, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) <u>In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable</u>. If a Participant dies in the Service of an Adopting Employer before he satisfies the eligibility requirements for an in-service death benefit, his Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide

for Terminated Vested death benefits to be payable upon the death of such Participant, his Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

(a) City Clerk and City Manager.

(b) Two (2) Employee representatives appointed by the Governing Authority.

(c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

(a) Executive Director.

(b) Two (2) Employee representatives appointed by the Governing Authority.

(c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the

Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary

has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Master Plan document, or matters of State and federal law as they relate to interpretation of the Master Plan document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit

System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. The Pension Committee Secretary or other designated representative of the Pension Committee shall be the

official representative of the Adopting Employer to cast the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, unless the Adopting Employer notifies GMEBS to the contrary in writing.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable him to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. All contributions under the Plan shall be transferred to the Trust to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and GMEBS Trust Agreement. All benefits under the Plan shall be distributed solely from the Trust Fund. The Board shall distribute the corpus and income of the Trust Fund to the Participants and their Beneficiaries in accordance with applicable state and federal law and the Plan. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or

income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, subject to the provisions in Article XVIII of the GMEBS Master Plan relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which

cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Master Plan, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

(a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,

(b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in him under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto; or,

(d) Become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Master Plan. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Master Plan or the GMEBS Trust Agreement.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Master Plan, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the

Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Practitioner, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) On and after February 17, 2005, the Practitioner shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17,

2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall

conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of his Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed

below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Master Plan, and GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund;

and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Master Plan or Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars ($1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the GMEBS Trust Agreement shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit he had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Master Plan, Adoption Agreement, or GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of his Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting

Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon voluntary termination, the GMEBS Board by resolution designates the members of the Employer's Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be

distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Master Plan, Adoption Agreement, or GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner, the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Master Plan by the Board. The Board reserves the right to completely terminate the Master Plan and the GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and

direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the masculine gender shall be construed to include the feminine gender where appropriate, and words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the

provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Master Plan document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any

extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment,

provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection

with the Plan or its operation, and each such Participant hereby releases the Adopting Employer, all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable advisory letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary,

any action upon an underpayment or overpayment shall be brought within six (6) years after the same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Master Plan, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Master Plan would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph

(4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above

("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at his or her address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and

complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Master Plan.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Master Defined Benefit Plan Document are hereby adopted and agreed to.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the Signatures of its duly authorized officers to be affixed this 25th day of June, 2018.

Attest:

Board of Trustees
Georgia Municipal Employees
Benefit System

Regina Y. Shirley

(SEAL)

Secretary

APPENDIX

REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Master Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS advisory letter.

RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

AMENDMENT TO THE RESTATED
GMEBS DEFINED BENEFIT RETIREMENT PLAN

WHEREAS, the Board of Trustees of the Georgia Municipal Employees Benefit System ("Board") previously adopted the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("Plan"), which was restated in its entirety effective January 1, 2013, as amended, and approved by the Internal Revenue Service by advisory letter dated March 30, 2018;

WHEREAS, the Board amended the funding policy for the Plan on December 8, 2017, to reduce the investment return assumption used for valuation purposes from 7.75% to 7.5%;

WHEREAS, Section 12.06 of the GMEBS Master Defined Benefit Retirement Plan Document ("Master Plan") establishes the factors used to determine actuarial equivalency of retirement benefits other than the single life annuity and to recalculate benefits in the event of re-retirement;

WHEREAS, the GMEBS actuary recommends that the interest rate used in Section 12.06 of the Master Plan be the same as the investment return assumption used in the funding policy;

NOW, THEREFORE, BE IT RESOLVED by the Board this Amendment 1 is hereby adopted to amend the Restated Plan, as follows:

1. Effective as of January 1, 2018, Section 12.06 of the Master Plan, regarding amendment of the Plan, is hereby amended to be and read as follows:

Other Annuity Forms. Conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis assuming that the Participant is retiring at age sixty-five (65) and using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and one-half percent (7.5%)~~seventy-five one hundredths percent (7.75%)~~, regardless of the actual age and sex of any Participant or Beneficiary. If appropriate, such factors may vary by the difference between the Participant's age and the beneficiary's age. The value of Retirement benefits received by a Participant for purposes of Section 6.06 shall be determined using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and one-half percent (7.5%)~~seventy-five one hundredths percent (7.75%)~~. Notwithstanding the foregoing, the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%) was applied for the purpose of computing other annuity forms and calculating the value of Retirement benefits received by a Participant for purposes of Section 6.06 on or after January 1, 2013

and prior to September 26, 2014, and the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five one hundredths (7.75%) applied for such purposes from September 26, 2014 through December 31, 2017.

2. In all other respects, the Plan shall be and remain unchanged.

RESOLVED FURTHER by the Board that the appropriate officers of GMEBS are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolution on behalf of the Board, including giving notification to adopting employers, and making any additional non-substantive amendments to the Plan as may be necessary or appropriate, including amendments requested by the IRS, and that all prior actions taken in effectuating the foregoing are hereby ratified and confirmed in all respects.

The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 28th day of September, 2018.

Ken Usry, Chairman

Attest:

Larry Hanson, Secretary-Treasurer

Adopted by the Board of Trustees at the meeting held on September 28, 2018.

SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN

I. GENERAL OVERVIEW

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

Because all federal law and substantive amendments to the DB Plan were previously adopted by the Board of Trustees, participating employers have already been apprised of the amendments. However, the following information is a reminder of certain key provisions that were added to the Plan or significantly amended since the Plan was last restated in 2010.

- **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2020 is $23,750.00. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.

- **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.

- **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.

- **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.

- **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide separation from service” is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)

- **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer’s GMEBS retirement plan.

- **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant’s pre-retirement death benefits will be paid in a lump sum to the participant’s estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant’s estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant’s estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.

- **Application for Disability Benefits** – The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. **For a**

participant who terminates due to disability on or after April 1, 2015, to receive both retroactive and prospective GMEBS disability benefits, the participant must apply for disability benefits with the Social Security Administration ("SSA"), or with the Pension Committee, as applicable, within one year of termination. Within six months of receipt of the SSA award letter, the participant must submit a GMEBS retirement application and the SSA disability award letter (or Pension Committee determination of disability, if applicable) to the Pension Committee Secretary. Participants who do not meet these timing requirements but are otherwise eligible for disability benefits under the Plan can receive prospective benefits following submission of a retirement application and SSA disability award letter to GMEBS.

For a participant who terminated due to disability on or after July 1, 2011, but before April 1, 2015, to receive both retroactive and prospective disability benefits, the participant must have both submitted a GMEBS retirement application to the Pension Committee Secretary and applied for disability benefits with the SSA (or with the Pension Committee, as applicable) within one year of termination, and submitted the SSA disability award letter (or Pension Committee determination of disability, if applicable) to GMEBS within six months of receiving it. Participants who failed to meet these timing requirements but were otherwise eligible for disability benefits under the Plan could receive prospective benefits after submitting a GMEBS retirement application and SSA disability award letter to GMEBS.

- **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.

- **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant's or beneficiary's death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer's trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.

- **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party's surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party's estate.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-003 - 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:
- See attachment A and B for 2nd quarter details.

OPTIONS:
Approve Resolution 20-003 for 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

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

AMOUNT AND SOURCE OF FUNDS:
Excess collections in revenue in FY2020 for General Fund and Water/Wastewater Fund

---

RECOMMENDATION:
Approve Resolution 20-003 for 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

SAMPLE MOTION:
I make a motion for the City Council to authorize approval of Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Attachment A and B.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- Resolution 20-003 Executive Summary.pdf
- Resolution 20-003.pdf
- Attachment A - Resolution 20-003 Budget Amendment Form.pdf
- Attachment B - Budget Adjustment Descriptions & Dept Adjustments Report.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 20-003: 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

DATE: 1/27/2020

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: 2/6/2020

PURPOSE: To approve Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

HISTORY: A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:

- See attachment A and B for 2nd quarter details.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Attachment A and B.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

RESOLUTION NO.: 20-003

TO AMEND THE BUDGET FOR FISCAL YEAR 2020 AS PREVIOUSLY ADOPTED ON JUNE 27, 2019.

WHEREAS, the City Council approved a budget for fiscal year 2020 for the City of Flowery Branch on June 27, 2019 by Resolution 19-008; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on "Attachment A" and "Attachment B", attached hereto and made a part of the Resolution.

RESOLVED this 6th day of February 2020.

_____
James M. Miller, Mayor

ATTEST:

_____
Melissa McCain, City Clerk

APPROVED AS TO FORM:

_____
E. Ronald Bennett, Jr., City Attorney

City of Flowery Branch
Request For Budget Adjustment

Fund/Department: 100 & 505 ` Effective Date: 12/31/2019

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-0000-316200	Insurance Premium Tax	(410,000)	(1,600)	(411,600)
100-3223-511301	Patrol - Events Support Overtime	1,000	1,100	2,100
1004210511301	PWs - Events Support Overtime	-	500	500
				-
505-0000-344220	Meter Set Fees	-	(20,165)	(20,165)
505-0000-344232	Admin Fees		(3,585)	(3,585)
505-4400-531110	W / Meter Purchases	-	23,750	23,750
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	Totals	$ (409,000)	$ -	$ (409,000)

Justification: RESOLUTION 20-003: BUDGET AMENDMENT TO FY2020 APPROVED BUDGET FROM JUNE 27, 2019.

Approvals: Finance Director: _____ Date: _____

City Manager: _____ Date: _____

Mayor: _____ Date:

Finance Department Use

Posted By: _____ Date Posted: _____

Council Action Required: Yes_____ No _____ Budget Adjust. #: _____

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $2,600 during the second quarter of the fiscal year 2020, which will be funded by additional collections in Insurance Premium Tax. The adjustments associated with this increase are as follows:

- Patrol -Events Support Overtime for $1,100 for additional staff support provided to the Lake Lanier Conventions and Visitors Bureau for events in downtown Flowery Branch.
- Public Works – Event Support Overtime for $500 for additional staff support provided to the Lake Lanier Conventions and Visitors Bureau for events in downtown Flowery Branch.

Other notable adjustments, which did not affect the total budget, but represent transfers within department accounts or are as follows:

- An adjustment out of City Hall – other expenses to City Hall AC repairs and annual maintenance for $8,300.
- An adjustment out of Public Works' small equipment to Public Works vehicle repairs for $2,000.

SPECIAL REVENUE FUNDS

TAX ALLOCATION DISTRICT FUND

No adjustments during the second quarter of the fiscal year 2020.

HOTEL MOTEL TAX FUND

The Hotel Motel Tax fund did not recognize a total increase during the second quarter of the fiscal year 2020.

Another notable adjustment, which did not affect the total budget, but represent transfers within department accounts or an increase of collections of revenue is as follows:

- An adjustment to actual for city portion collection of Hotel Motel Tax Funds, which in turn increases the Transfer out to General Fund for $30,000.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

The Water and Wastewater Capital Project fund recognized a total increase of $420,284 during the second quarter of FY2020, which will be funded by additional collections in meter set fees. The adjustments associated with this increase are as follows:

- FY19-20 Anticipated reappropriations of open balances reestablish existing capital projects.
- Approved Agreement with Flowery Branch Partners, LLC – Lights Ferry Lift Station Improvements ($394,216).
- Approved Infratec Task Order – Underground Utility Investigation Study ($9,550).
- Approved Infratec Task Order – Geotechnical Investigation Study ($13,550).

SPLOST VII CAPITAL PROJECTS FUND

The SPLOST Capital Project fund recognized a total increase of $366,367 during the second quarter of FY2020. The adjustments associated with this increase are as follows:

- Res. 19-021 – Hydrotech Diskfilters Equipment ($52,100).
- Res. 19-021 – Digester Diversion Pump ($29,000).
- Res. 19-021 – Police Vehicles & Equipment ($285,267).

LOCAL RESOURCES CAPITAL PROJECTS FUND

The Local Resources Capital Projects fund recognized a total increase of $92,500 during the second quarter of FY2020. The adjustment associated with this increase are as follows:

- Res. 19-016 – Downtown Streetscapes/Parks Design Project ($92,500).

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

The Water and Wastewater Operating fund recognized a total increase of $23,750 during the second quarter of FY2020. The adjustment associated with this increase are as follows:

- Meter purchases for new downtown developments ($23,750).

Another notable adjustment, which did not affect the total budget, but represent transfers within department accounts or an increase of collections of revenue is as follows:

- Advertising increase for water and wastewater rates and fee changes ($2,200)
- Supplies ($2,000)

City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 10/01/2019 - 12/31/2019

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Budget Code: Revised Budget - Revised Budget	**Fiscal: FY 2020**					
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-371210	Police Dept - Technology Fund			-33,600.00	-14,600.00	-48,200.00
BA0000153	Technology Fund Transfer	GLPKT02609	11/15/2019		-14,600.00	
100-0000-371400	PD - Explorer Post 600			0.00	-2,591.00	-2,591.00
BA0000144	Adj for PD Explorers Activity through 10/2/19	GLPKT02197	10/07/2019		-709.00	
BA0000155	PD Explorer Adjustment to Actual Collections	GLPKT03019	12/26/2019		-1,882.00	
			Revenue Total:	**-33,600.00**	**-17,191.00**	**-50,791.00**
Expense						
100-1400-511200	Elections / Poll Workers			0.00	200.00	200.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		200.00	
100-1400-531100	Elections / Supplies & Materials			600.00	-200.00	400.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-200.00	
100-1565-522220	City Hall & Bldg's / AC Repairs & Annual Maint.			0.00	8,300.00	8,300.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		8,300.00	
100-1565-531700	City Hall & Bldg's - Other Expenses			20,000.00	-8,300.00	11,700.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-8,300.00	
100-3210-521292	PD / Technology Fund Expense			0.00	14,100.00	14,100.00
BA0000151	Police Request	GLPKT02538	10/28/2019		-500.00	
BA0000153	Technology Fund Transfer	GLPKT02609	11/15/2019		14,600.00	
100-3210-523601	PD / Dues & Fees / TLO / GTA			800.00	500.00	1,300.00
BA0000151	Police Request	GLPKT02538	10/28/2019		500.00	
100-3210-531131	PD / Explorer Post 600 Supplies			0.00	2,591.00	2,591.00
BA0000144	Adj for PD Explorers Activity through 10/2/19	GLPKT02197	10/07/2019		709.00	
BA0000155	PD Explorer Adjustment to Actual Collections	GLPKT03019	12/26/2019		1,882.00	
100-4210-522205	PWs / Vehicle Repairs & Maint.			8,000.00	2,000.00	10,000.00
BA0000147	Pulbic Works Vehicles Repairs	GLPKT02397	10/28/2019		2,000.00	
100-4210-531600	PWs / Small Equipment			25,000.00	-2,000.00	23,000.00
BA0000147	Pulbic Works Vehicles Repairs	GLPKT02397	10/28/2019		-2,000.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	20.00	370.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		20.00	
100-6110-531990	C&R / Supplies & Materials			3,000.00	-20.00	2,980.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-20.00	
100-7400-522205	PCD / Vehicle Repairs & Maint			2,000.00	500.00	2,500.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		500.00	
100-7400-523250	PCD / Shipping & Postage			200.00	410.00	610.00
BA0000156	PCD Postage Adjustment	GLPKT03019	12/26/2019		200.00	
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		210.00	
100-7400-531100	PCD / Supplies & Materials			1,500.00	-200.00	1,300.00
BA0000156	PCD Postage Adjustment	GLPKT03019	12/26/2019		-200.00	
100-7400-531600	PCD / Small Equipment			7,000.00	-710.00	6,290.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-710.00	
			Expense Total:	**68,450.00**	**17,191.00**	**85,641.00**
			Fund 100 Total:	**34,850.00**	**0.00**	**34,850.00**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			0.00	-30,000.00	-30,000.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		30,000.00	
BA0000165	Correct BA0000164 - Fund 275	GLPKT03387	12/31/2019		-60,000.00	
			Revenue Total:	**0.00**	**-30,000.00**	**-30,000.00**
Expense						
275-7540-611100	Trans Out 100 - General Fund			0.00	30,000.00	30,000.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		30,000.00	
			Expense Total:	**0.00**	**30,000.00**	**30,000.00**
			Fund 275 Total:	**0.00**	**0.00**	**0.00**
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-420,284.00	-420,284.00
BA0000149	Final Bills fo Effluient Discharge Project	GLPKT02400	10/29/2019		-3,018.00	
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		-23,050.00	
BA0000154	Lights Ferry Lift Station Impr - 10/17/19	GLPKT02834	12/04/2019		-394,216.00	
			Revenue Total:	**0.00**	**-420,284.00**	**-420,284.00**
Expense						
308-0000-541200	Lights Ferry Lift Station Improvments			0.00	394,216.00	394,216.00
BA0000154	Lights Ferry Lift Station Impr - 10/17/19	GLPKT02834	12/04/2019		394,216.00	
308-0000-542000	Effluent Discharge Force Main Replacement			315,717.00	3,018.00	318,735.00
BA0000149	Final Bills fo Effluient Discharge Project	GLPKT02400	10/29/2019		3,018.00	
308-0000-543004	Underground Utility Investigation Study			0.00	9,550.00	9,550.00
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		9,550.00	
308-0000-543005	Geotechnical Investigation Study			0.00	13,500.00	13,500.00
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		13,500.00	
			Expense Total:	**315,717.00**	**420,284.00**	**736,001.00**
			Fund 308 Total:	**315,717.00**	**0.00**	**315,717.00**
Fund: 320 - SPLOST FUND						
Expense						
320-0000-522250	Roads & Sidewalk Improvements			816,600.00	-366,367.00	450,233.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		-366,367.00	
320-0000-542003	Hydrotech Diskfilters Equipment			0.00	52,100.00	52,100.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		52,100.00	
320-0000-542004	Digester Diverson Pump			0.00	29,000.00	29,000.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		29,000.00	
320-0000-542200	PD Vehicles & Equipment			55,533.00	285,267.00	340,800.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		285,267.00	
			Expense Total:	**872,133.00**	**0.00**	**872,133.00**
			Fund 320 Total:	**872,133.00**	**0.00**	**872,133.00**
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-399900	Budgeted Fund Balance			-34,053.00	-92,500.00	-126,553.00
BA0000146	Resolution 19-016 - Design Plan	GLPKT02309	10/17/2019		-92,500.00	
			Revenue Total:	**-34,053.00**	**-92,500.00**	**-126,553.00**
Expense						
350-0000-543001	Downtown Streetscapes/Parks Design Project			0.00	92,500.00	92,500.00
BA0000146	Resolution 19-016 - Design Plan	GLPKT02309	10/17/2019		92,500.00	
			Expense Total:	**0.00**	**92,500.00**	**92,500.00**
			Fund 350 Total:	**-34,053.00**	**0.00**	**-34,053.00**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 505 - WATER / SEWER FUND						
Expense						
505-1500-523310	W/S Admin - Advertising			0.00	1,000.00	1,000.00
BA0000157	WS Advertising for FY2020 Rates Change	GLPKT03019	12/26/2019		1,000.00	
505-1500-531110	W/S Office Supplies			1,500.00	200.00	1,700.00
BA0000157	WS Advertising for FY2020 Rates Change	GLPKT03019	12/26/2019		-1,000.00	
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		1,200.00	
505-1500-531600	W&S Admin - Small Equipment			6,000.00	-1,200.00	4,800.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-1,200.00	
505-4400-521204	W / Engineering Fees			20,000.00	-2,000.00	18,000.00
BA0000143	Meters Purchase - Kendall Supply	GLPKT02182	10/04/2019		-2,000.00	
505-4400-531100	W/ Supplies & Materials			15,000.00	2,000.00	17,000.00
BA0000143	Meters Purchase - Kendall Supply	GLPKT02182	10/04/2019		2,000.00	
			Expense Total:	**42,500.00**	**0.00**	**42,500.00**
			Fund 505 Total:	**42,500.00**	**0.00**	**42,500.00**
			Budget Code Revised Budget Total:	**1,231,147.00**	**0.00**	**1,231,147.00**

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
	Budget Code: Revised Budget - Revised Budget Fiscal: FY 2020			
	100	34,850.00	0.00	34,850.00
	275	0.00	0.00	0.00
	308	315,717.00	0.00	315,717.00
	320	872,133.00	0.00	872,133.00
	350	-34,053.00	0.00	-34,053.00
	505	42,500.00	0.00	42,500.00
	Budget Code Revised Budget Total:	**1,231,147.00**	**0.00**	**1,231,147.00**

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider 2020 Regulatory Event Dates

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The city authorizes certain events that are repeated annually. To streamline the processing and avoid having to bring these events to the council throughout the year, the regular events are being presented as one item was as in the past they were brought to the council individually throughout the year.

FACTS AND ISSUES:
If the council approves the dates, the City Clerk will be able to issue the license once the official application is received and approved by the Chief of Police and the City Manager.

Any events outside of the normal events listed will be brought to the council for approval at the time of application.

The timing typically is the same annually. If there is a conflict with the usual date, discretion is required to allow the City Manager to authorize a date within the same month.

Christmas Festival – First weekend in December - Friday
Jingle Jog – First weekend in December - Saturday
Boo Run – Last weekend in October
Sterling Harvest Balloon Festival – 3rd weekend in October
Fall Festival – First weekend in October
Car Show and Chili Cook Off – Second weekend in September
South Hall Rotary 5k – Last weekend in August
Sterling Fireworks – First weekend in July
Masonic Lodge Spring Fun Run 5k – Third weekend in May
Spring Festival – First weekend in May

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:
Revenue only

RECOMMENDATION:

Approve as proposed

SAMPLE MOTION:
No motion needed - on the consent agenda

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 2020 Regulatory dates.doc

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Approve the dates for annual events

DATE: January 22, 2020

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: February 6, 2020

PURPOSE:
Approve the dates for the annual events in the City.

HISTORY:
In the past the City Clerk has brought each regulatory license to the council at the time of applications.

FACTS & ISSUES:
The city authorizes certain events that are repeated annually. To streamline the processing and avoid having to bring these events to the council throughout the year, the regular events are being presented as one item.

Once the council approves the dates, the City Clerk will be able to issue the license once the official application is received and approved by the Chief of Police and the City Manager.

Any events outside of the normal events listed will be brought to the council for approval at the time of application.

The timing typically is the same annually. If there is a conflict with the usual date, discretion is required to allow the City Manager to authorize a date within the same month.

Christmas Festival – First weekend in December - Friday
Jingle Jog – First weekend in December - Saturday
Boo Run – Last weekend in October
Sterling Harvest Balloon Festival – 3rd weekend in October
Fall Festival – First weekend in October
Car Show and Chili Cook Off – Second weekend in September
South Hall Rotary 5k – Last weekend in August
Sterling Fireworks – First weekend in July
Masonic Lodge Spring Fun Run 5k – Third weekend in May
Spring Festival – First weekend in May

OPTIONS: Approval

RECOMMENDED SAMPLE MOTION:
I make a motion to approve the dates for the above listed regular events.

DEPARTMENT: Administration

Prepared by: Melissa McCain

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

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

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
Per ordinances 575 and 576 elevations for the 199 home subdivision must be approved by City Council.

FACTS AND ISSUES:
Attached are the signed ordinances and the elevations for both the 40' and 50' lot products. There are two sets - one is "clean" the other has notes written by the applicant. Both sets are combined and attached below.

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

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

SAMPLE MOTION:
No vote at the February 6th meeting. The vote will occur at the February 20th meeting.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Clean and denoted 40 and 50 elevations.pdf
- Combined Signed Ordinances.pdf

FRONT ELEVATION A

1/4" = 1'-0"

FRONT ELEVATION A

1/4" = 1'-0"

FRONT ELEVATION A

1/4" = 1'-0"

FRONT ELEVATION A

1/4" = 1'-0"

FRONT ELEVATION A

1/4" = 1'-0"

FRONT ELEVATION A

1/4" = 1'-0"

ELEVATION A1

ELEVATION A1

ELEVATION - A

ELEVATION - B

ELEVATION - A

ELEVATION - B

"WAYEMOORE" A

FRONT ELEVATION A

1/4" = 1'-0"

Garage recessed ~ 1' from this portion of facade

"WAYEMOORE" A1

Garage recessed ~1' from this portion of facade

FRONT ELEVATION A

1/4" = 1'-0"

"THORNEWOOD" A

FRONT ELEVATION A

1/4" = 1'-0"

Garage recessed ~2' from this portion of the facade

"THORNEWOOD" "A1"

Garage recessed ~2' from this portion of the facade

FRONT ELEVATION A

1/4" = 1'-0"

"FAIRMONT" A

Garage recessed ~ 2' from this post (Front edge of slab under post)

FRONT ELEVATION A

1/4" = 1'-0"

"FAIRMONT" A1

Garage recessed ~ 2' from this post (front edge of slab under post)

FRONT ELEVATION A

1/4" = 1'-0"

"CREEKSIDE" A1

ELEVATION A1

Garage recessed
~6' from this post (front edge of slab under post)

"2525" A1

ELEVATION A1

Garage recessed ~ 6' from this post (front edge of slab under post)

"Gentrey" A

ELEVATION - A

"Gentrey" B

ELEVATION - B

"Morgan" A

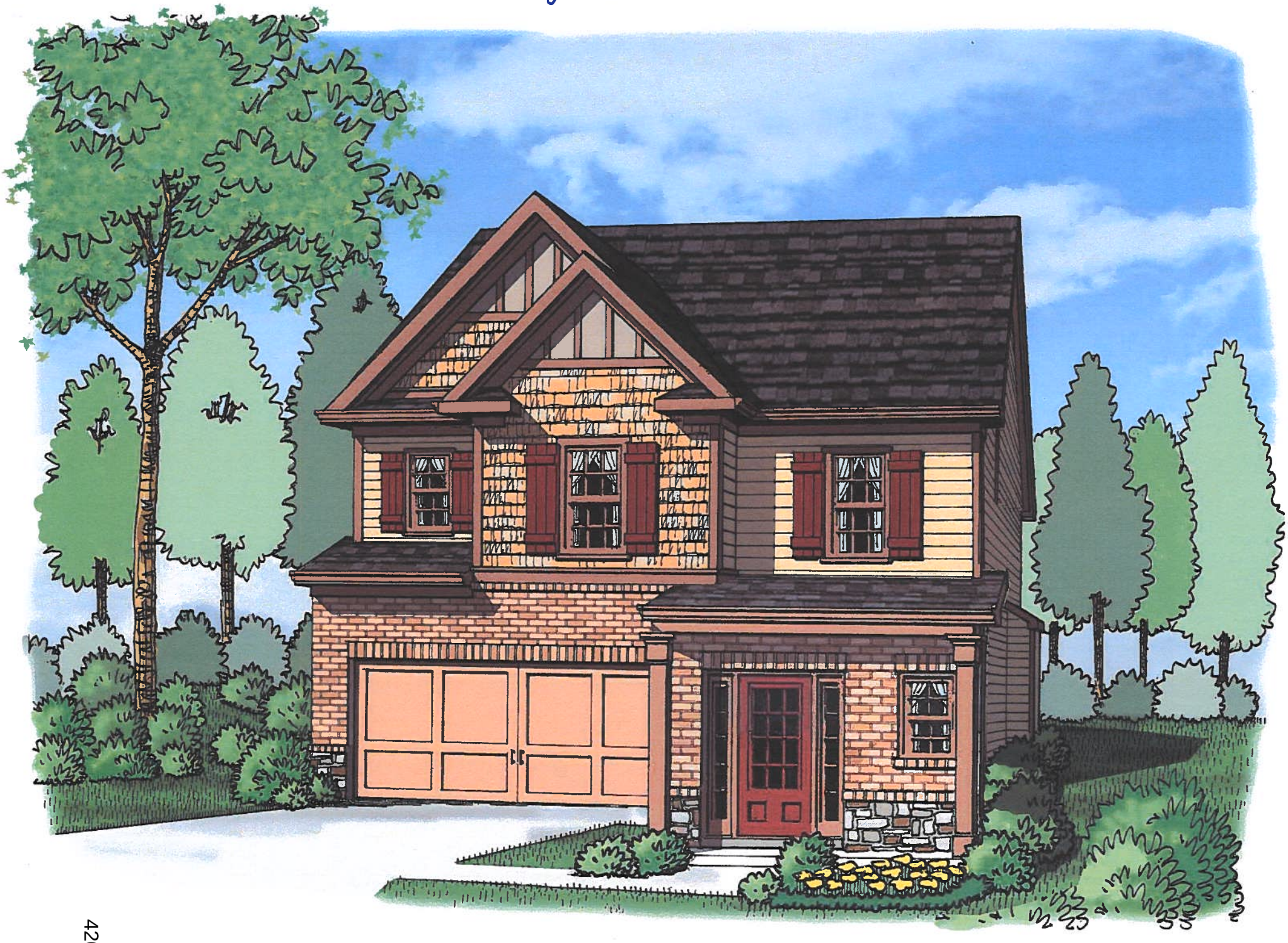
ELEVATION - A

"Morgan" B

ELEVATION - B

"Creekland" B

"Hedgerose" C



"Woodland" B

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 575

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of May 16, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 18, 2019.

SECTION 6. REPEALER

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

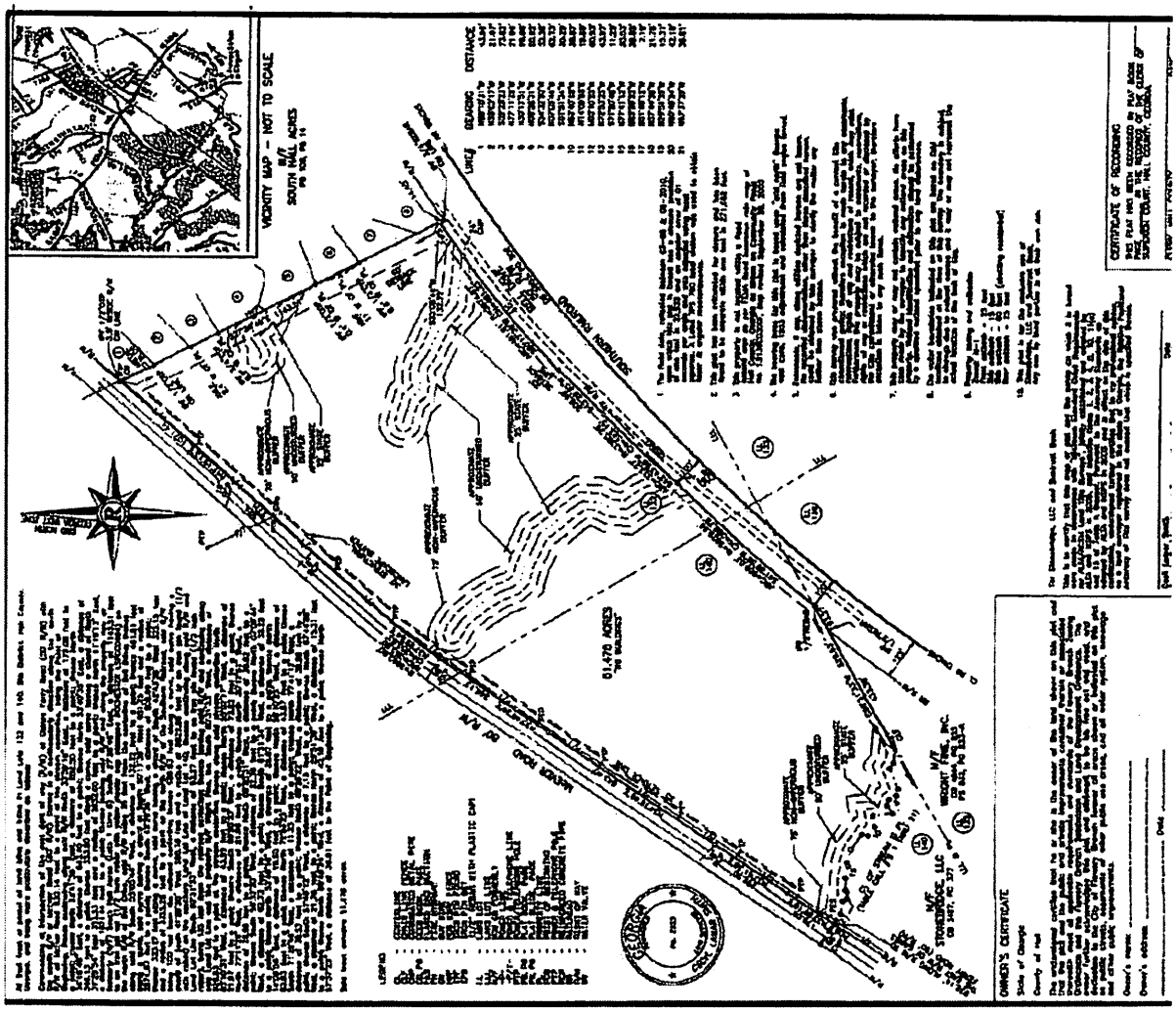

VICINITY MAP – NOT TO SCALE
SOUTH HALL ACRES
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING
GEORGIA

Exhibit "B"

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

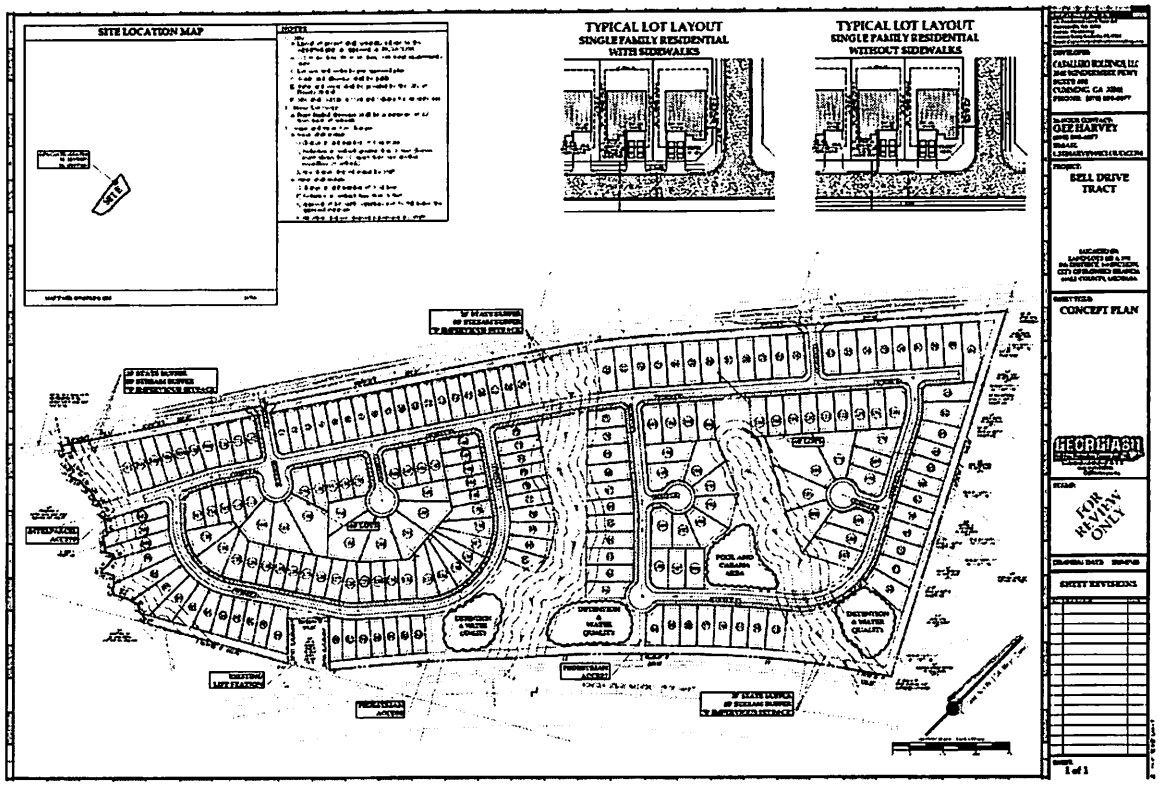
thence NORTH 66 DEGREES 37 MINUTES 23 SECONDS WEST a distance of 14.65 feet to a point;
thence NORTH 29 DEGREES 49 MINUTES 56 SECONDS WEST a distance of 21.86 feet to a point;
thence NORTH 50 DEGREES 44 MINUTES 22 SECONDS WEST a distance of 23.15 feet to a point;
thence SOUTH 63 DEGREES 51 MINUTES 50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

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

Exhibit "C"

Conditions of Zoning

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



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

2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 576

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of June 27, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 19, 2019.

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

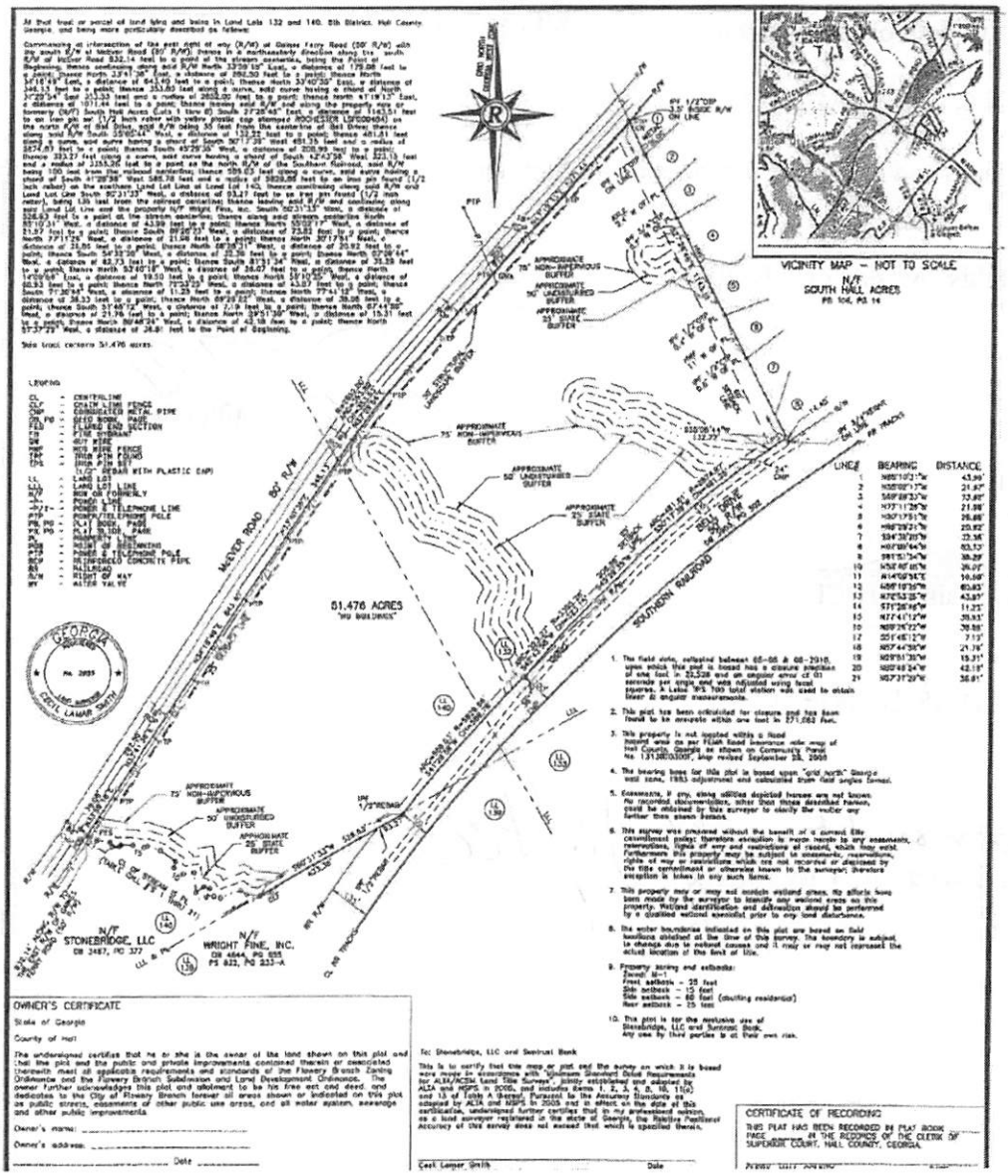

VICINITY MAP – NOT TO SCALE
N/F
SOUTH HALL ACRES
51.476 ACRES
MALVOR ROAD
SOUTHERN RAILROAD
N/F
STONEBRIDGE, LLC
N/F
WRIGHT FINE, INC.
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING

Exhibit "B"

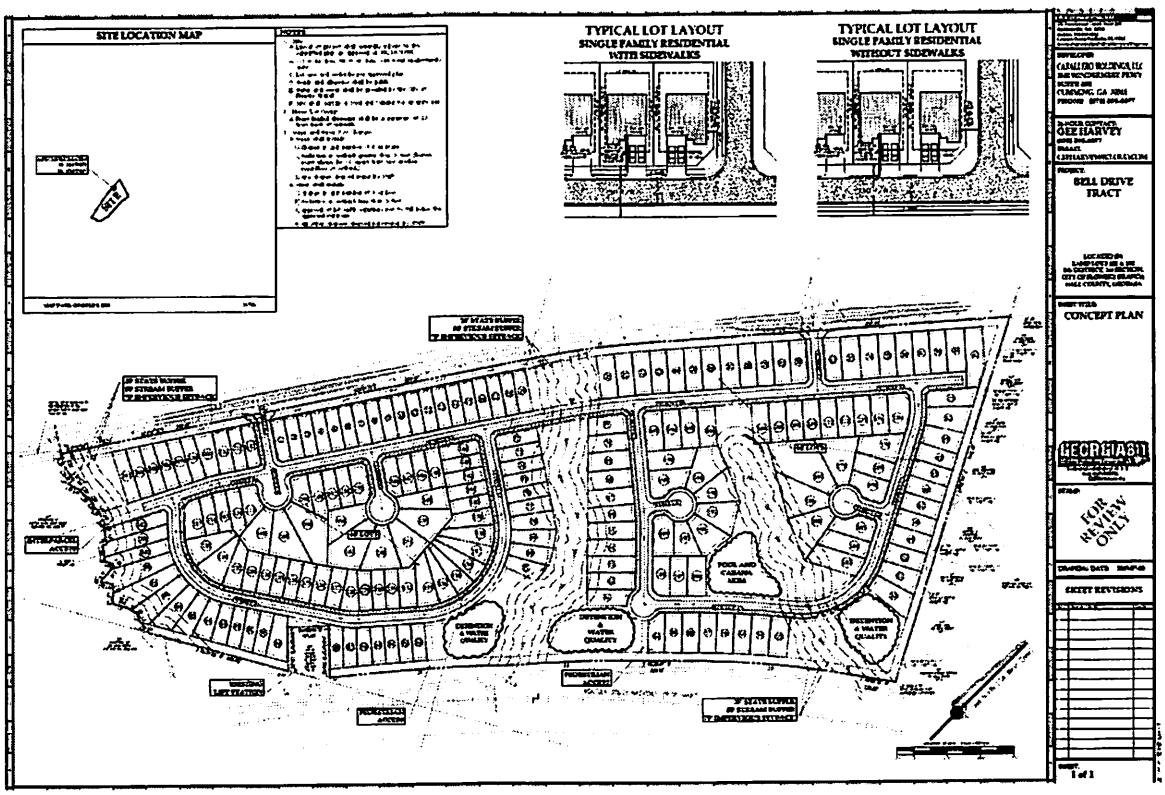
ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running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

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

Exhibit "C"

Conditions of Zoning

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



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

2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Request for Sewer Capacity by Capstone Acquisition, LLC

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
Please accept this correspondence as a request by my client, Capstone Acquisition, LLC, to have access to the City of Flowery Branch's Sewer Services and be permitted the following amounts of Sewer Capacity for the proposed development of the following eight (8) tax parcels starting on or around the dates listed below.

For discussion purposes, drafts of the current conceptual layouts for the proposed developments are attached in support of this request.

With respect to the gallons per day listed below, it is my understanding that, consistent with a formula* previously discussed with the City, the following numbers have been generated with the assistance of civil engineer, Doulgerakis Consulting Engineers, Inc. and local consultant, Rochester & Associates, Inc.

Beginning on or around July, 2021: 22,437.50 gallons per day serving the first phase of the proposed multi-family and commercial developments;

Beginning on or around December, 2021: 22,437.50 gallons per day serving the second phase of the proposed multi-family and commercial developments (or 44,875 gallons per day in total as of Dec., 2021); and

Beginning on or around March, 2022: 15,750 gallons per day serving the proposed senior facility development (or 60,625 gallons per day in total as of March, 2022).

Tax Parcels to be served: 15046-000009B; 15046-000071; 15046-000151; 15046-000065; 15046-000125; 15046-000131; 15046-000010; 15046-000070.

Thank you for continuing to work with us on this project.

Please let me know if you need any additional information regarding this request.

Sincerely,
Carla J. Walker
*The Formula Referenced is as follows: 2.25 persons/unit at 50 gpd/person = 112.5 gpd/unit.

FACTS AND ISSUES:
Capstone representatives indicate they are requesting sewer capacity from the City because all the properties, whether currently in the City limits or not, are within the Flowery Branch Sewer Service District. They state they need an answer

to this question now, before the annexation request may be re-started, because their window to construct and connect the sewer line laid to the Hall County system will be closing soon due to the Spout Springs Road widening project. Hall County officials have indicated the sewer line would constitute a change in the design of the Spout Springs Road widening and therefore would not be possible until after the construction is finished in approximately 2 years.

If the City agrees to provide sewer service, it is not then compelled to annex them. However, there may be no practical reason to annex into the City because they would have zoning from the County to build the apartments and sewer from Flowery Branch. If the City denies them access to our sewer, then they have the right to request sewer service from the County, which would have to be piped along Spout Springs Road from the current line which serves Prince of Peace Church.

The County cannot offer sewer service to properties within our Sewer Service District unless the City declines to serve the properties in question. However, it is presently unclear as to whether a sewer line can be added to the current Spout Springs Road widening project, or if that would have to wait until after the road widening is finished.

In addition to the request for sewer, Capstone representatives have indicated that they would like to have access to the apartment development from Hog Mountain Road. This would require Capstone to secure inter-parcel access through the proposed senior living development within the City. Even if Capstone secures an inter-parcel access agreement with the senior living development, the City cannot be compelled to allow inter-parcel access to the apartment development (outside of the City Limits) and thus to the traffic signal at Hog Mountain Road. Therefore, this may restrict Capstone's leverage to go to Hall County for sewer and then not have to annex into the City.

What compounds these decisions is as follows:

1. If we grant sewer now, they may not apply to annex. So, we would get the sewer revenue but not the property taxes. And the quality of the apartments and the traffic mitigation required by the County may be less than desirable. By my rough calculation, if they were to purchase capacity for 304 apartments and 140 senior units, they would have a sewer capacity charge of $857,808. The water capacity charge would be in the range of $343,212. These charges do not include the commercial parcels.
2. If we do not grant the sewer now, they may be able to go to the County and we would lose both the sewer revenue and the property taxes along with our ability to regulate land use, design standards and traffic mitigation.

Maybe we can counterbalance scenario 2 by not allowing for the inter-parcel access from the apartments to Hog Mountain Road. If Capstone had to wait to allow the apartments to access Spout Springs Road after the widening is finished, then they might be compelled to work with the City to annex into the City Limits.

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Denial of sewer request at this time as it is not appropriate until the annexation and re-zoning process is heard again in May 2020.

SAMPLE MOTION:
No motion needed since this is a Work Session item only. This item is planned to be voted on at the February 20th meeting.

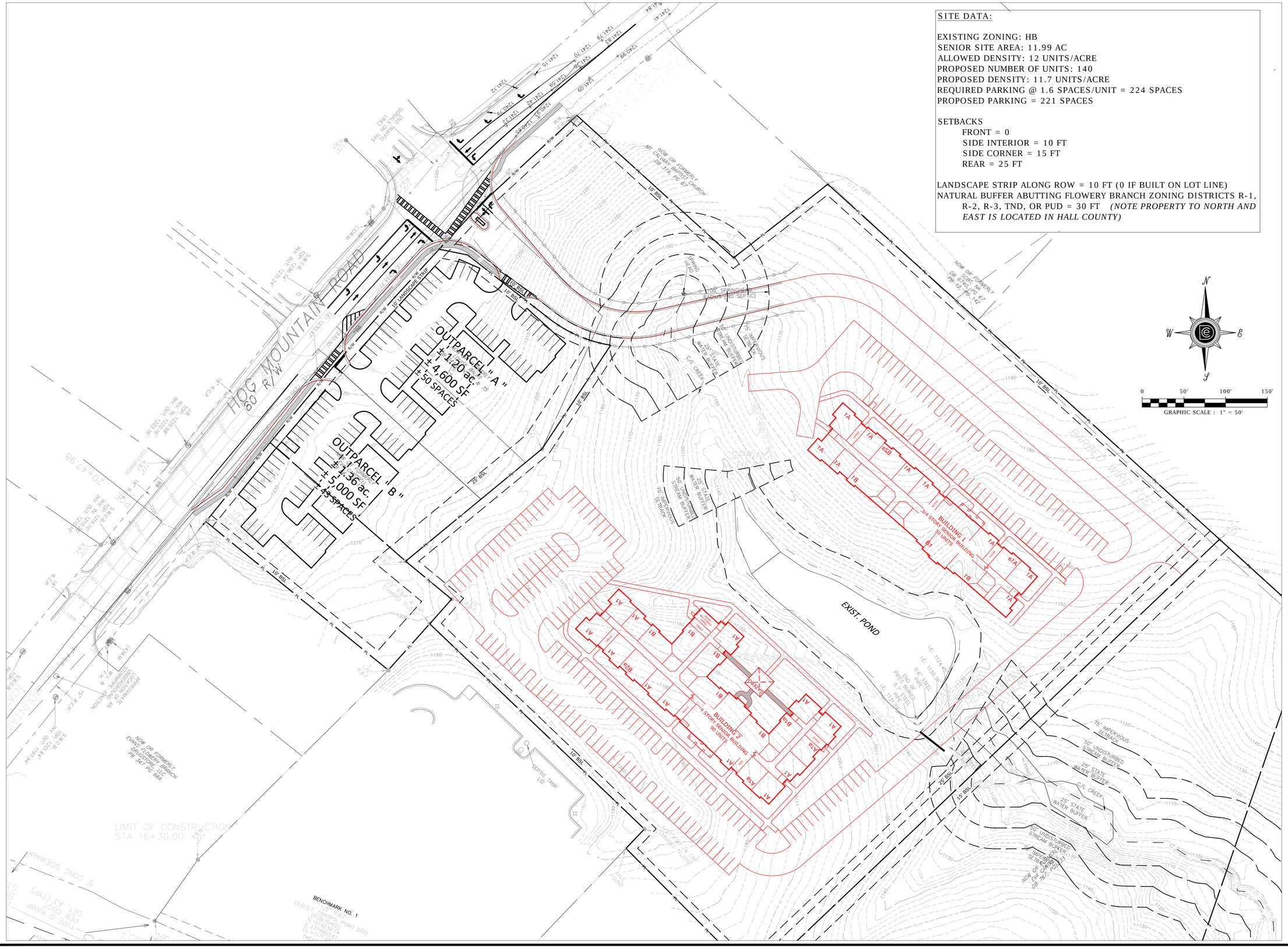
COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- Conceptual Layout - Senior Facility Development - Capstone - Flowery Branch.pdf
- Conceptual Layout - Multi-family Development - Capstone - Flowery Branch.pdf
- Final Council Map 20.01.31.pdf



SITE DATA:

EXISTING ZONING: HB
SENIOR SITE AREA: 11.99 AC
ALLOWED DENSITY: 12 UNITS/ACRE
PROPOSED NUMBER OF UNITS: 140
PROPOSED DENSITY: 11.7 UNITS/ACRE
REQUIRED PARKING @ 1.6 SPACES/UNIT = 224 SPACES
PROPOSED PARKING = 221 SPACES

SETBACKS
FRONT = 0
SIDE INTERIOR = 10 FT
SIDE CORNER = 15 FT
REAR = 25 FT

LANDSCAPE STRIP ALONG ROW = 10 FT (0 IF BUILT ON LOT LINE)
NATURAL BUFFER ABUTTING FLOWERY BRANCH ZONING DISTRICTS R-1, R-2, R-3, TND, OR PUD = 30 FT *(NOTE PROPERTY TO NORTH AND EAST IS LOCATED IN HALL COUNTY)*

Conceptual Layout

DOULGERAKIS CONSULTING ENGINEERS, INC.
planning * civil engineering * sanitary engineering
400 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-9800

Capstone Active Adult at Flowery Branch

Located in Flowery Branch, Hall County, Georgia

OWNER AND/OR DEVELOPER:
Capstone Property Group LLC
1485 Jessie Jewell Parkway, Gainesville, GA 30501 Phone: 770-519-5598

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NO.	DATE	REVISION

SCALE: 1" = 50'
DATE: 05-28-19
JOB. NO. 1923
SHEET. 1 of 1

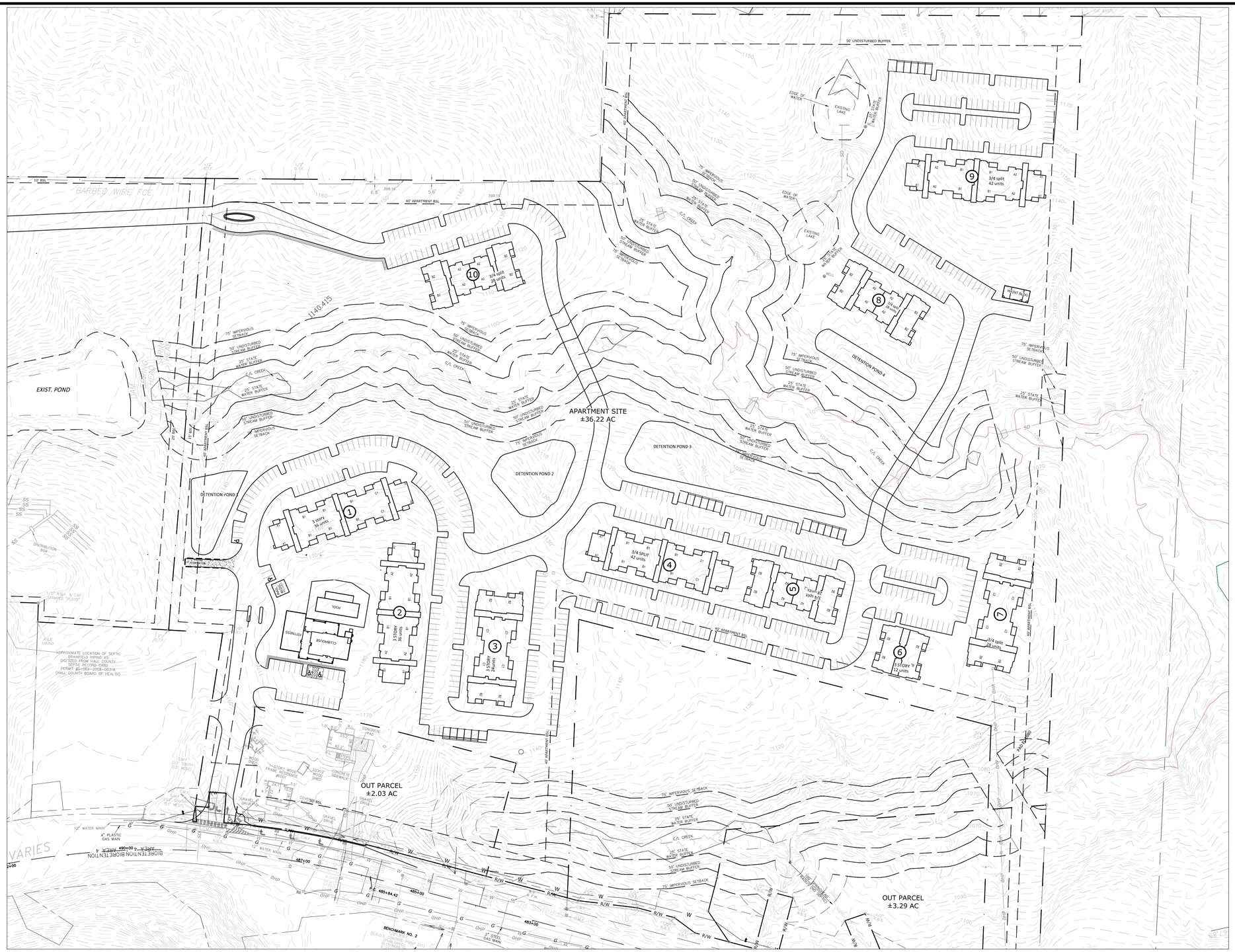
NOT FOR CONSTRUCTION

SCALES NOTED ARE ONLY VALID WHEN DRAWING IS PLOTTED AT THE ORIGINAL SIZE: 24" x 36"

The Exchange at Flowery Branch

BLDG	1 Bed	2 Bed	3 Bed	Total	Min Parking	Max Parking
1	12	18	6	36	61.2	85.2
2	24	12	0	36	57.6	79.2
3	0	12	12	24	45.6	64.8
4	14	21	7	42	71.4	99.4
5	14	14	0	28	44.8	61.6
6	0	12		12	19.2	26.4
7	0	14	14	28	53.2	75.6
8	14	14		28	44.8	61.6
9	28	14	0	42	67.2	92.4
10	14	14		28	44.8	61.6
Total	**120**	**145**	**39**	**304**	**510**	**708**
Mix	**39%**	**48%**	**13%**			

REQUIRED PARKING @ 1.5 PER UNIT = 456 SPACES
PROVIDED PARKING = ± 595 SPACES
24 GARAGES



LEGEND

EXISTING	DESCRIPTION	PROPOSED
	SANITARY SEWER MANHOLE	
	SANITARY CLEANOUT	
	GREASE TRAP	
	CATCH BASIN	
	JUNCTION BOX	
	WEIR INLET	
	DROP INLET	
	COMBINATION INLET	
	YARD INLET	
	FLOW ARROW	
	SIGN	
	POWER POLE	
	LIGHT POLE	
	TRANSFORMER	
	FIRE HYDRANT	
	FIRE DEPARTMENT CONNECTION	
	POST INDICATOR VALVE	
	THRUST BLOCK, REDUCER	
	YARD HYDRANT	
	WATER VALVE	
	WATER METER	
	BACK FLOW PREVENTER	
W	WATER LINE	
W	DOMESTIC WATER LINE	
W	FIRE WATER LINE	
SS	SANITARY SEWER PIPE	SS
SD	STORM DRAIN PIPE	
G	GAS LINE	G
UT	TELECOMMUNICATION LINE	UT
P	POWER/ELECTRICAL LINE	P
UGP	UNDERGROUND POWER LINE	
OHP	OVERHEAD POWER LINE	
	GUARDRAIL	
	HANDRAIL	
X	FENCE	X
	RETAINING WALL	
	PROPERTY LINE	
R/W	RIGHT OF WAY	R/W
970	ELEVATION CONTOUR	
	LIMITS OF DISTURBANCE	LD
	FLOODPLAIN	FP
	FUTURE FLOODPLAIN	FFP

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

0 80' 160' 240'
GRAPHIC SCALE : 1" = 80'

Site Plan

The Exchange at Flowery Branch
LOCATED IN HALL COUNTY, GEORGIA
OWNER AND/OR DEVELOPER:
Hathaway Development
5901-C PEACHTREE DUNWOODY RD SUITE 510 ATLANTA, GA 30328

DOULGERAKIS CONSULTING ENGINEERS, INC.
planning * civil engineering * sanitary engineering
400 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-9800

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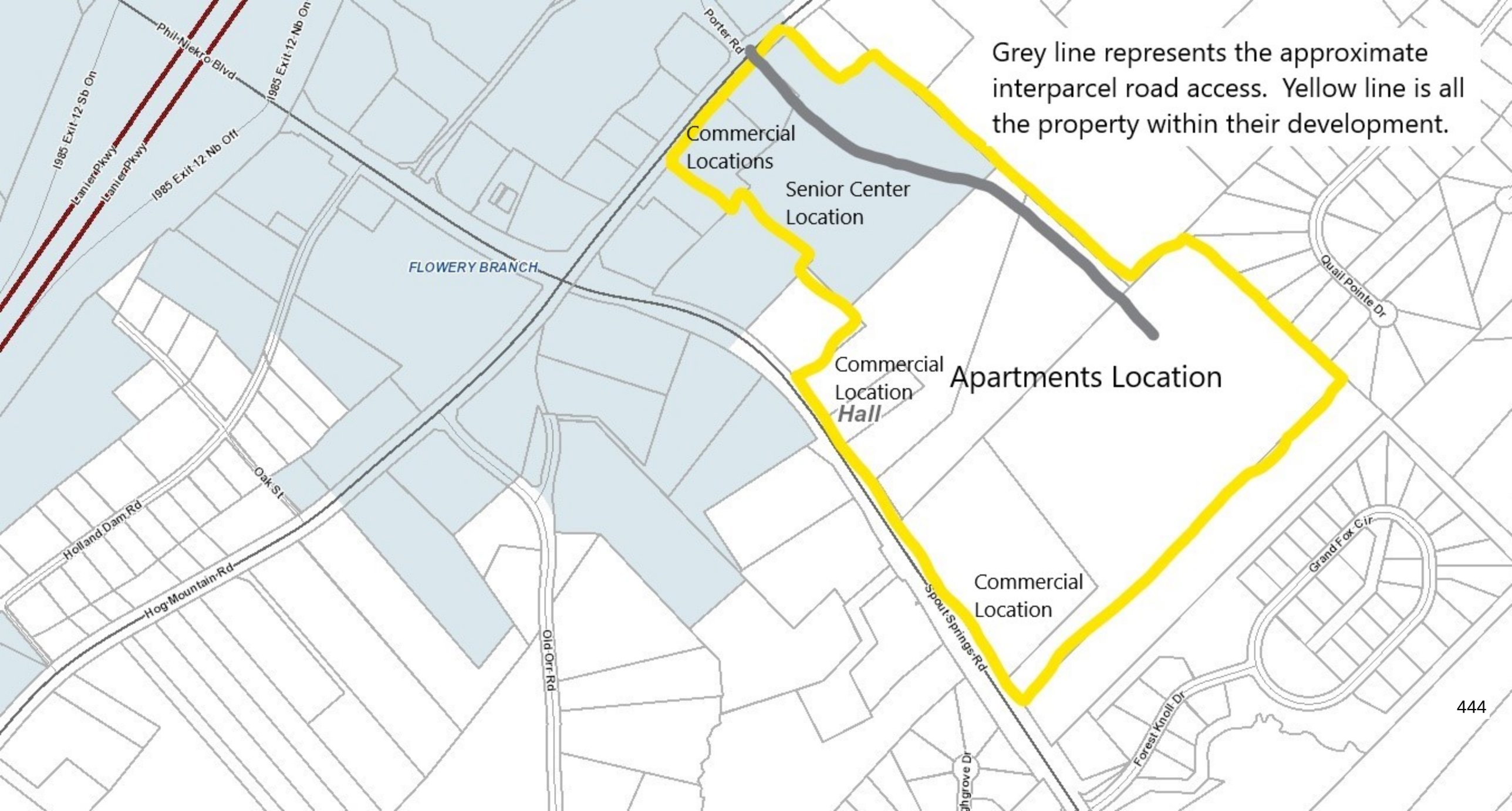
NO.	DATE	REVISION
2	8-01-19	REVISED PER OWNER
1	7-30-19	REVISED PER OWNER

SCALE: 1" = 80'
DATE: 07-22-19
JOB. NO. 1922
SHEET. C3.1

NOT FOR CONSTRUCTION

SCALES NOTED ARE ONLY VALID WHEN DRAWING IS PLOTTED AT THE ORIGINAL SIZE: 24" x 36"


Grey line represents the approximate interparcel road access. Yellow line is all the property within their development.
Commercial Locations
Senior Center Location
Commercial Location
Hall
Apartments Location
Commercial Location
FLOWERY BRANCH
Porter Rd
Phil Niekro Blvd
I985 Exit 12 Sb On
I985 Exit 12 Nb On
I985 Exit 12 Nb Off
Lanier Pkwy
Lanier Pkwy
Oak St
Holland Dam Rd
Hog Mountain Rd
Old Orr Rd
Spout Springs Rd
Quail Pointe Dr
Grand Fox Cir
Forest Knoll Dr

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - 1st Reading of Ordinance 575a and 576a Request to Amend Approved Conditions of Zoning. (Applicant Gee Harvey)

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch.

FACTS AND ISSUES:
Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. Our measurements indicate the distance is no more than 1.7 miles.
Procedurally, to save the applicant time on this important decision the schedule is as it was previously - back to back Council meeting each with a vote. February 6th is the public hearing and first vote and February 29th will be the second and final vote.

OPTIONS:
Change the condition of zoning allowing the site to be served by Gainesville water or deny the request and have the applicant run a new water line to the site.

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I make a motion to approve the first reading of Ordinance 575a and 576a

---

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Combined Signed Ordinances.pdf
- Proposed Change to Conditions of Zoning.pdf

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 575

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of May 16, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 18, 2019.

SECTION 6. REPEALER

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

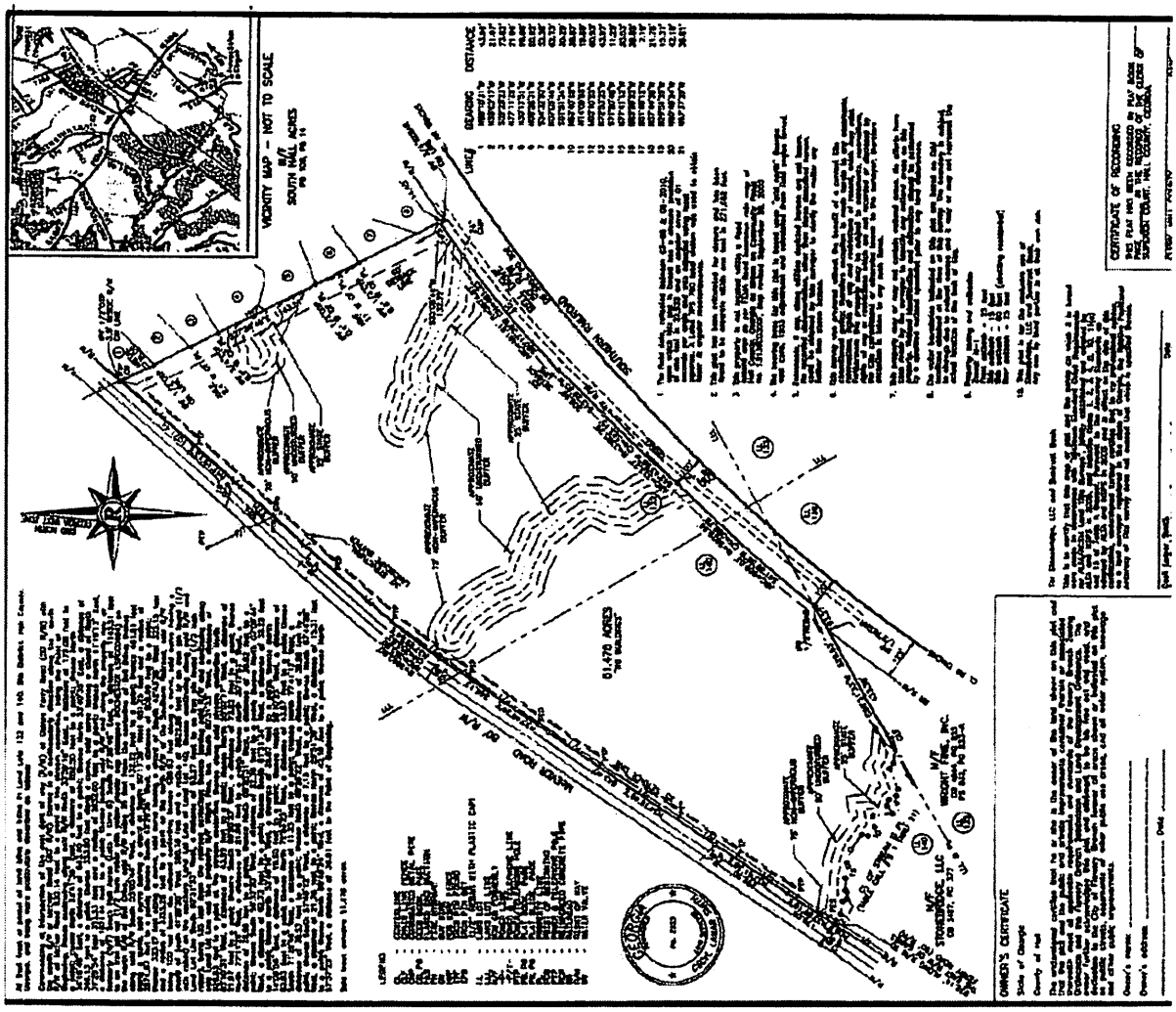

VICINITY MAP – NOT TO SCALE
SOUTH HALL ACRES
CERTIFICATE OF RECORDING
OWNER'S CERTIFICATE
GEORGIA

Exhibit "B"

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

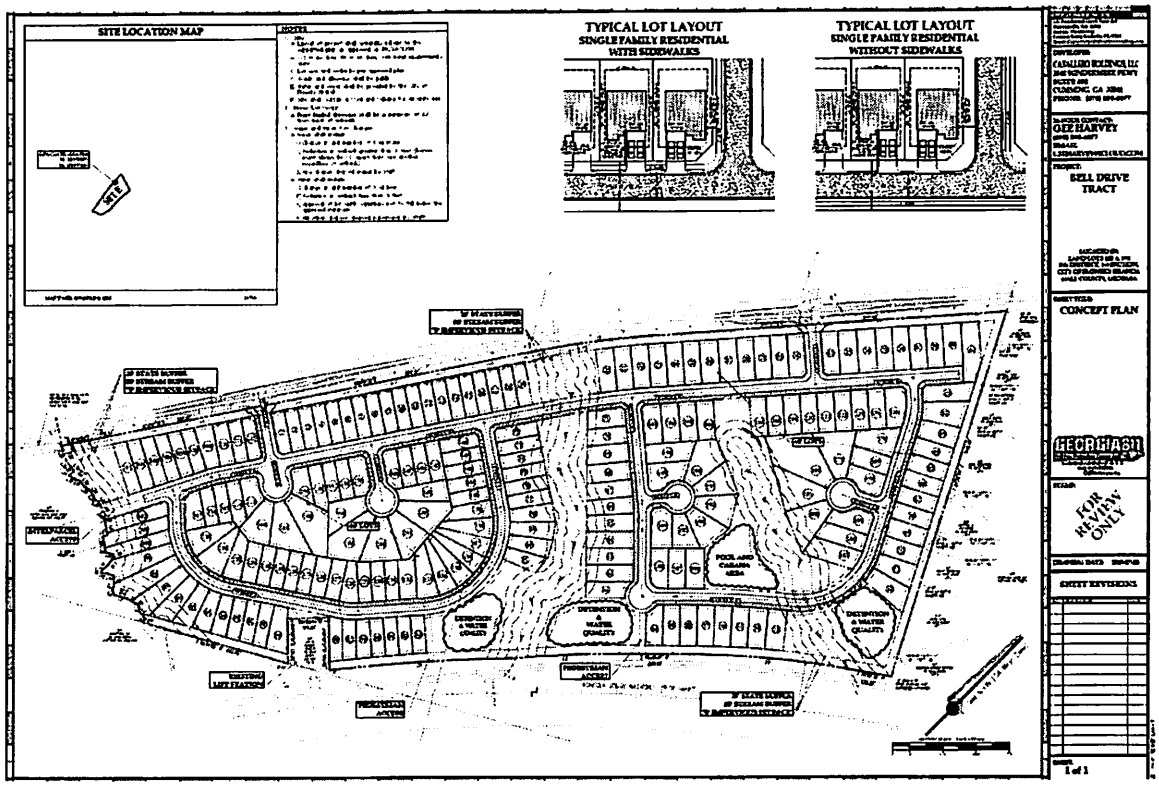
thence NORTH 66 DEGREES 37 MINUTES 23 SECONDS WEST a distance of 14.65 feet to a point;
thence NORTH 29 DEGREES 49 MINUTES 56 SECONDS WEST a distance of 21.86 feet to a point;
thence NORTH 50 DEGREES 44 MINUTES 22 SECONDS WEST a distance of 23.15 feet to a point;
thence SOUTH 63 DEGREES 51 MINUTES 50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

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

Exhibit "C"

Conditions of Zoning

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



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

2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 576

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of June 27, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 19, 2019.

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

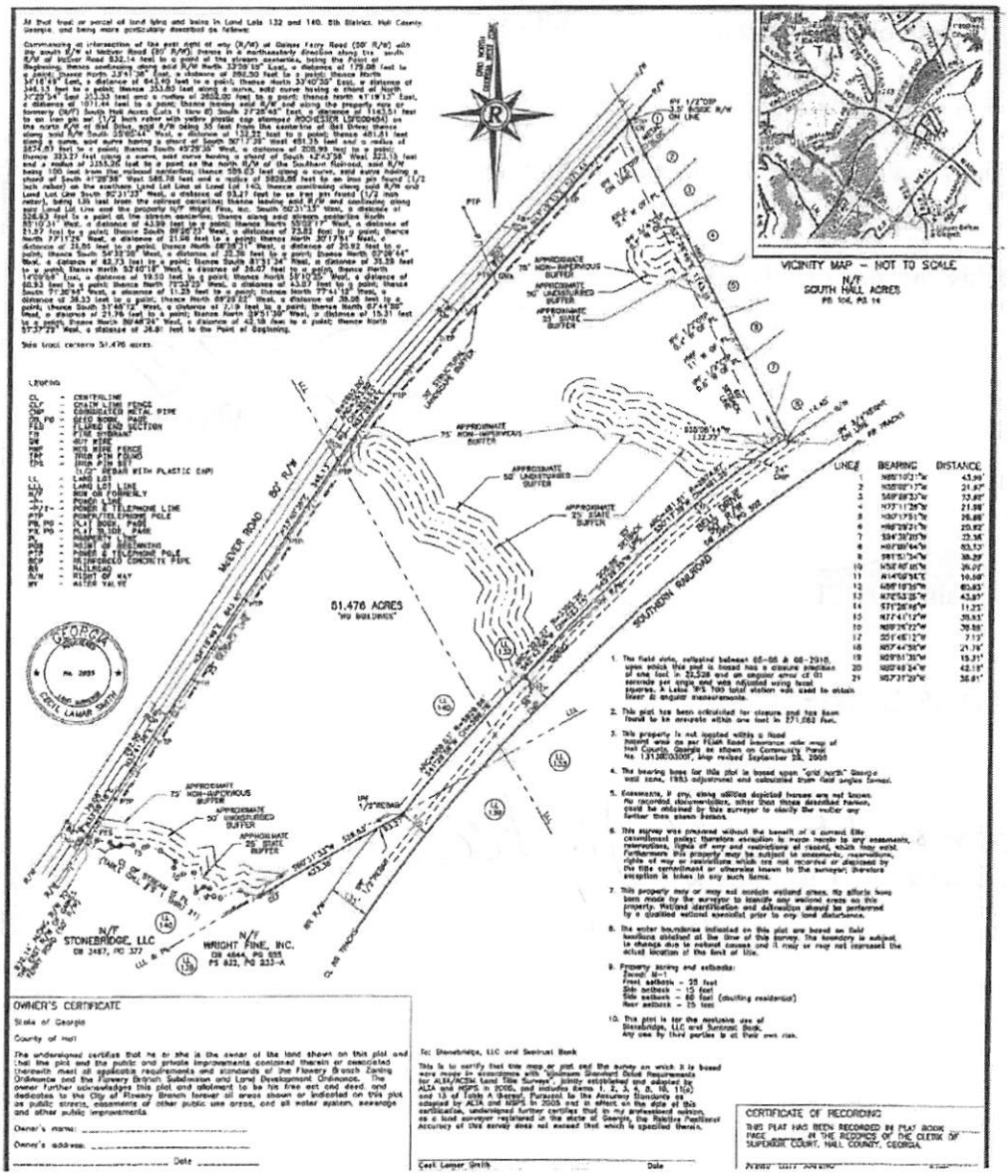

VICINITY MAP – NOT TO SCALE
N/F
SOUTH HALL ACRES
51.476 ACRES
MALONE ROAD
SOUTHERN RAILROAD
N/F
STONEBRIDGE, LLC
N/F
WRIGHT FINE, INC.
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING

Exhibit "B"

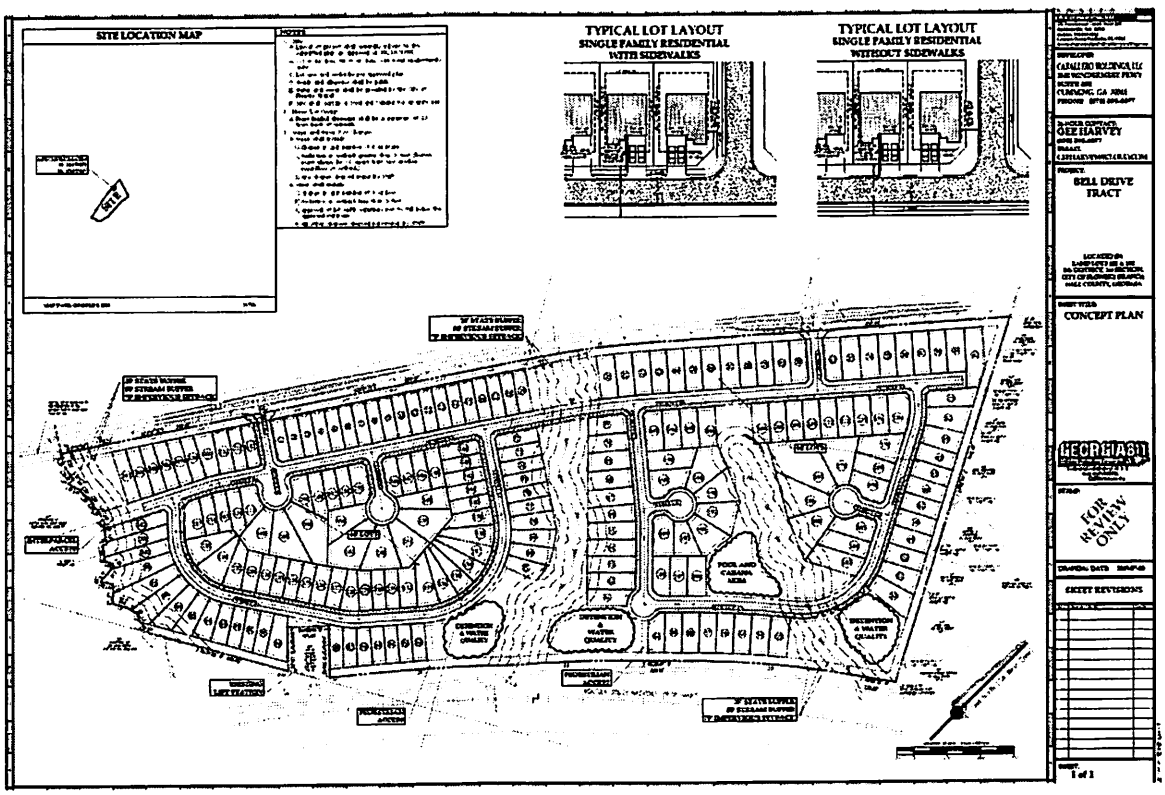
ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running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

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

Exhibit "C"

Conditions of Zoning

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



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

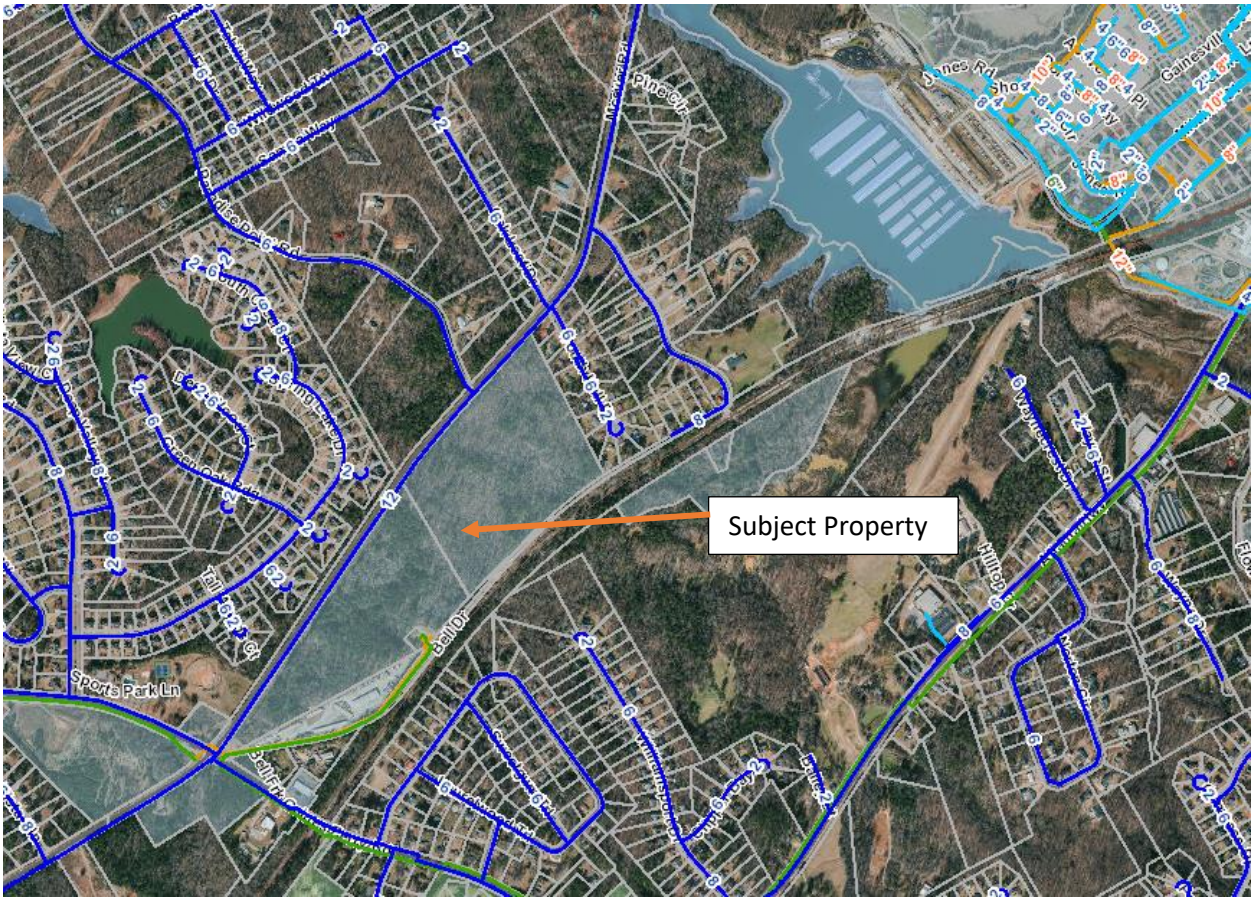
2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Proposed Change to Conditions of Zoning
Bell Road S/D
Cotter-Harvey

On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch. By law the rezoning must be reopened, re-advertised, a public hearing must be held, and Council must once again render a decision on this case. The legal requirements have been met by staff. Applicant has requested to have a public hearing with an initial vote on February 6, 2020 and the second reading and vote on February 20, 2020. Staff recommends allowing this to occur as the project is nearing approval for site work.

Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. The map below shows the City of Gainesville line in dark blue while the Flowery Branch lines are shown in light blue.



Staff Recommendation

The City's water and sewer consultant, Mr. Bob Troxler, is opposed to the site being served by the City of Gainesville as the City not only loses 199 customers on site but also loses the ability to serve other sites farther south that may be annexed and developed.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Annexation of three (3) parcels of land totaling 44.36 +/- acres of land for 102 single family detached subdivision.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

The proposed annexation is part pf the McEver Corridor (please see attached powerpoint). Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would have no access to any commercial uses at the present time. The northern corner of Gaines Ferry and McEver is also zoned commercial and is currently vacant. This area could have been made part of the approved 199 home PUD subdivision and turned into a true mixed-use project. It is staff's opinion that the approval of the proposed subdivision without including the commercial pieces of property to the north create another subdivision on an island. Additionally, it leaves an entire corner (one of the two the City controls) of the McEver Road Corridor vacant and zoned commercial. This would be another missed opportunity in the corridor.

FACTS AND ISSUES:

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

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No vote at this time. Public hearing and work session only.

SAMPLE MOTION:
No vote at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Applications as submitted.pdf
- McEver Whitehorse staff report.pdf
- McEver Road Corridor.pptx

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

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

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

Annexation Application #2/ 6533 McEver Road, Flowery Branch, GA 30542/Parcel No. 08150 002018/Owner - CROW DARRYL HOLDINGS LLC/Acres - 34.56

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

Parcel ID	08150 002024	**Physical Address**	6593 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	HINTON FAMILY, LLLP	**Contact Info**	HINTON FAMILY, LLLP 2753 MERRITT DR. BUFORD GA 30518
Parcel ID	08150A000001	**Physical Address**	6604 LAKE RUN DRIVE , FLOWERY BRANCH, GA 30542	**Owner**	RENATA RAVIZZINI	**Contact Info**	RENATA RAVIZZINI 6604 LAKE RUN DRIVE FLOWERY BRANCH GA 30542
Parcel ID	08150 002009	**Physical Address**	6574 MCEVER ROAD , FLOWERY BRANCH GA 30542	**Owner**	WILLIAM SCRUGGS BERNADETTE SCRUGGS	**Contact Info**	WILLIAM SCRUGGS SCRUGGS BERNADETTE 6574 MCEVER ROAD FLOWERY BRANCH GA 3054
Parcel ID	08149 000010	**Physical Address**	6547 MCEVER ROAD, FLOWERY BRANCH GA 30542	**Owner**	BERNADETTE B SCRUGGS BARBARA O'CALLAGHAN	**Contact Info**	BERNADETTE B SCRUGGS O'CALLAGHAN BARBARA 6547 MCEVER ROAD FLOWERY BRANCH GA 30542
Parcel ID	08149 000009	**Physical Address**	6526 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	DORIS P BAILEY	**Contact Info**	DORIS P BAILEY P.O. BOX 3109 CLEVELAND GA 30528
Parcel ID	08149 000101	**Physical Address**	6505 VISTA GLEN, FLOWERY BRANCH GA 30542	**Owner**	JOHN M CREVIS III	**Contact Info**	JOHN M CREVIS III 6505 VISTA GLEN FLOWERY BRANCH GA 30542
Parcel ID	08150 002002	**Physical Address**	6509 MCEVER RD, FLOWERY BRANCH GA 30542	**Owner**	E&S DEVELOPMENT, LLC	**Contact Info**	E&S DEVELOPMENT, LLC 5052 NELSON BROGDON BLVD. SUGAR HILL GA 30518

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

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

Quantum National Bank
Suwanee, GA
64-0489/0611

001210

11/25/2019

PAY TO THE ORDER OF City of Flowery Branch $ **500.00

Five Hundred and 00/100********** DOLLARS

City of Flowery Branch

Flowery Branch, GA

MEMO Rezoning Fees 6533 McEver Rd

AUTHORIZED SIGNATURE MP

Details on back. Security Features Included

⑈001210⑈ ⑆061104893⑆ 33644⑈

White Horse 70 LLC **001210**

City of Flowery Branch 11/25/2019

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

Quantum National Ba	Rezoning Fees 6533 McEver Rd	500.00

Flowery Branch

ANNEXATION APPLICATION

Application #1

Date: November 21, 2019

Address of Request:
6509 McEver Rd (Parcel # 08150 002002)

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature: BR

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Flowery Branch

Property Information

Tax Map Number: 08150 002002

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

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

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

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Flowery Branch

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift

Flowery Branch

REZONING APPLICATION

Application #2

Date: November 21, 2019

Address of Request:
6533 McKever Road (Parcel # 08150 00218)
Flowery Branch, GA 30542

Tax Map # 08150 002018 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: _____

Notary: _____

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

Flowery Branch

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Notary: Beverly Rowland

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

Property Information

Tax Map Number: 08150 002018

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

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

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

Current Use: Undeveloped Property

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

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

- Legal description
- Current survey of property

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

Conflict of Interest Disclosure

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

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

NO

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

NO

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

NO

Flowery Branch

Disclosure of Campaign Contributions

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

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

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

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

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

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

Combined legal for Tax Map # 08150-2002; 08150 002018

LEGAL DESCRIPTION

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

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

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

The above described property contains an area 43.735 acres.

Annexation Application #1/ 6509 MCEVER RD, Flowery Branch, GA 30542/Parcel No. 08150 002002/Owner - E&S DEVELOPMENT, LLC /Acres - 8.84

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

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

Flowery Branch

ANNEXATION APPLICATION

Application #2

Date: November 20, 2019

Address of Request:
6533 McEver Rd (Parcel # 08150 002018)
Flowery Branch, GA 30542

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature:

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Property Information

Tax Map Number: 08150 002018

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

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

Proposed City of Flowery Branch Zoning: PUD Planned Unit Development

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift
None	

Flowery Branch

REZONING APPLICATION

Application #2

Date: November 21, 2019

Address of Request:
6533 McKever Road (Parcel # 08150 00218)
Flowery Branch, GA 30542

Tax Map # 08150 002018 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature: _____

Notary: _____

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

Flowery Branch

Property owner information (if different than the applicant)

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

Signature of property owner: By: Renee E. McKenzie

Notary: Beverly Rowland

BEVERLY ROWLAND
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
August 19, 2020

Property Information

Tax Map Number: 08150 002018

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

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

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

Current Use: Undeveloped Property

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

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

- Legal description
- Current survey of property

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

Conflict of Interest Disclosure

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

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

NO

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

NO

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

NO

Disclosure of Campaign Contributions

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

Tract One:

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

Tract Two:

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

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

Tract Three:

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

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

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

LEGAL DESCRIPTION

Combined legal Parcel # 08150 00218; 08150 00202

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

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

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

The above described property contains an area 43.735 acres.

Flowery Branch

ANNEXATION APPLICATION

Application #3

Date: November 21, 2019

Address of Request:
6490 McEver Rd (Parcel # 08149 000005)

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

City Clerk Signature

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

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

Signature:

Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By:

Property Information

Tax Map Number: 08149 000005

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

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

Proposed City of Flowery Branch Zoning: _____

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

Current Use: Undeveloped Property

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

Voting Rights Act Information

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

Race Population %: White_____ Black_____ Hispanic_____ Other_____

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation ≥ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Flowery Branch

Conflict of Interest Disclosure

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

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

None

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

None

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

None

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift

Flowery Branch

REZONING APPLICATION

Application #3

Date: November 21, 2019

Address of Request:
6490 MCEVER RD , FLOWERY BRANCH, GA 30542

Tax Map # 08149 000005 Current Zoning: AR-III

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

Currently a conforming use? _____

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

Applicant Information

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

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

E-mail address: wfricks@williamfrickspc.com

Phone number: (470) 589-7646

Signature:

Notary:

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

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): All Awesome Properties LLC

Signature of property owner: By:

Notary:

WILLIAM R FRICKS
My commission expires
NOTARY
PUBLIC
March 8, 2020
GWINNETT COUNTY, GEORGIA

Property Information

Tax Map Number: 08149 000005

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

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

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

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

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

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

- Legal description
- Current survey of property

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

Conflict of Interest Disclosure

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

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

NO

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

NO

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

NO

Disclosure of Campaign Contributions

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

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

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

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

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

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

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

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

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

Annexation Application #3/ 6490 McEver Road, Flowery Branch, GA 30542/Parcel No. 08149 000005/Owner - ALL AWESOME PROPERTIES LLC/Acres - 0.96

NAMES AND ADDRESSES PF ADJONING PROPERTY OWNERS

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

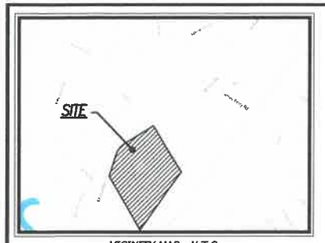
Easement and Agreement

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

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

All Awesome Properties, LLC.
By: Joe Ackerman

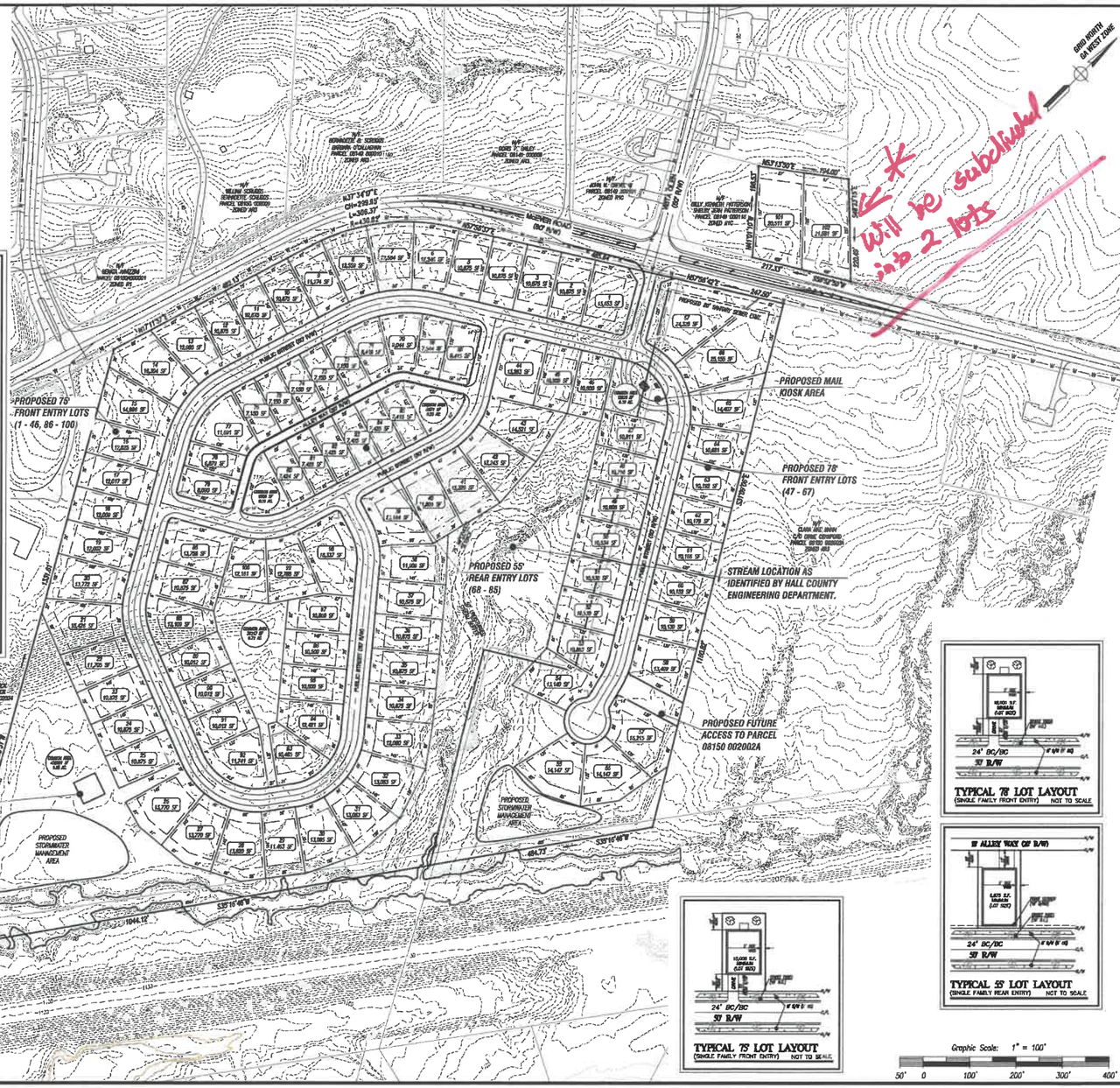
White Horse 70, LLC.
By: Renee E. McKenzie Manager



VICINITY MAP - N.T.S.

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±44.67 AC.
2. TOTAL NUMBER OF UNITS = 102
3. CURRENT ZONING = AR3 & H-B
4. PROPOSED REZONING PARCEL : 08150 002018, 08150 002002 & 08149 000005
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY DETACHED RESIDENTIAL
6. GROSS DENSITY FOR PROPERTY = 2.28 UNITS/AC.
   OPEN SPACE PROVIDE = ±5.3 AC. (OPEN SPACE PROVIDED EXCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
7. MINIMUM LOT SIZE: 6,875 SQ. FT.
8. PROPOSED FRONT ENTRY SETBACKS:
   FRONT YARD = 25'
   REAR YARD = 25'
   SIDE YARD = 5'
9. ALL LOTS TO BE SERVED BY SANITARY SEWER.
10. WATER SERVICE PROVIDED BY THE CITY OF GAINESVILLE. SEWER SERVICE PROVIDED BY THE CITY OF FLOWERY BRANCH.
11. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
12. NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER HALL COUNTY F.I.R.M. COMMUNITY PANEL NO. 13139C0290G, DATED APRIL 4, 2018. FLOOD SHOWN IS HALL COUNTY FUTURE FLOOD LIMITS.
13. BOUNDARY INFORMATION FROM HALL COUNTY GIS AND DEED RESEARCH.
14. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
15. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



TYPICAL 78' LOT LAYOUT
(SINGLE FAMILY FRONT ENTRY) NOT TO SCALE

TYPICAL 55' LOT LAYOUT
(SINGLE FAMILY REAR ENTRY) NOT TO SCALE

TYPICAL 75' LOT LAYOUT
(SINGLE FAMILY FRONT ENTRY) NOT TO SCALE

Graphic Scale: 1" = 100'

50' 0 100' 200' 300' 400'

LEGEND

IRF	IRON FOUND
I.P.S.	IRON PIN SET (1/2" REBAR)
I.P.F.	IRON PIN FOUND
C.M.F.	CONCRETE MONUMENT FOUND
R.W.	RAIL WAY TRACK
B.H.	BENCHMARK
T.B.M.	TEMPORARY BENCHMARK
R.C.P.	REINFORCED CONCRETE PIPE
W.V.	WATERS VALVE
D.I.	DRAIN INLET
L.L.	LAND LOT LINE
L	LAND LOT
D.L.	DISTRICT LINE
C	CENTERLINE
B	BUILDING LINE
E.W.	EDGE OF WATER
E.C.	EDGE OF CONCRETE
D.E.	DRAINAGE EASEMENT
B.S.C.	BOTTOM OF SLOPE
T.S.C.	TOP OF SLOPE
T.O.C.	TOP OF CURB
F.L.N.	FLOW LINE
H.C.W.D.	HOUSTON COUNTY WATER DISTRICT
O.R./P.B.	DEED BOOK/PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
T.P.O.B.	TRUE POINT OF BEGINNING
U.P.	UTILITY POLE
L.P.	LIGHT POLE
F.F.E.	FINISHED FLOOR ELEVATION
C.M.P.	CORRUGATED METAL PIPE
C.S.P.	CORRUGATED STEEL PIPE
R.C.P.	REINFORCED CONCRETE PIPE
R.S.P.	REINFORCED STEEL PIPE
P.V.C.	POLYVINYL PIPE
V.C.P.	VITRIFIED CLAY PIPE
C.L.P.	CLAY PIPE
L.P.	LIGHT POLE
P.P.	POWER POLE OR UTILITY POLE
S.P.	SIGN POST
S.W.B.C.	SINGLE WING CATCH BASIN
D.W.B.C.	DOUBLE WING CATCH BASIN
C.O.	CLEAN OUT
R.B.	RECEIVING BOX
W.M.	WATER METER
W.P.	WATER PLUG
W.V.	WATER VALVE
M.H.	MANHOLE
S.M.	SEWER METER
S.P.	SEWER PLUG
S.V.	SEWER VALVE
F.H.	FIRE HYDRANT
G.V.	GAS VALVE
G.M.	GAS METER
G.P.	GAS PLUG
F.G.E.	FINISHED GROUND ELEVATION
F.F.E.	FINISHED FLOOR ELEVATION
E.C.E.	EXISTING CONTOUR ELEVATION
F.C.E.	FINISHED CONTOUR ELEVATION
U.P.	UTILITY POLE
U.G.P.	UNDERGROUND POWER
T.L.	TELEPHONE LINE
U.G.T.	UNDERGROUND TELEPHONE LINE
O.H.L.	OVER HEAD LINE
C.T.V.	CABLE T.V. LINE
U.G.C.T.V.	UNDERGROUND CABLE T.V. LINE
O.H.T.V.	OVER HEAD T.V. LINE
S.D.	STORM SEWER LINE
W.L.	WATER LINE 2" PIPE
G.L.	GAS LINE
	DRAINAGE FLOW/DIVERSION STREAMLINE
	CREEK / STREAM CENTERLINE
	FLOOD HAZARD ZONE LIMITS
	LIMITS
	LIMITED ACCESS
	VEGETATION
	POST ON FORMERLY
	WEST STANDS LOCATION
U.E.	UTILITY EASEMENT

dPe
Development Planning & Engineering, Inc.
civil · sanitary · transportation · survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:
WHITE HORSE 70, LLC.
4984 B U BOWMAN DRIVE
SUITE 106
BUFORD, GA. 30518

PROJECT NAME:
6509 AND 6533 McEVER ROAD TRACTS

TASK:
CONCEPTUAL SITE PLAN

PROJECT INFORMATION:

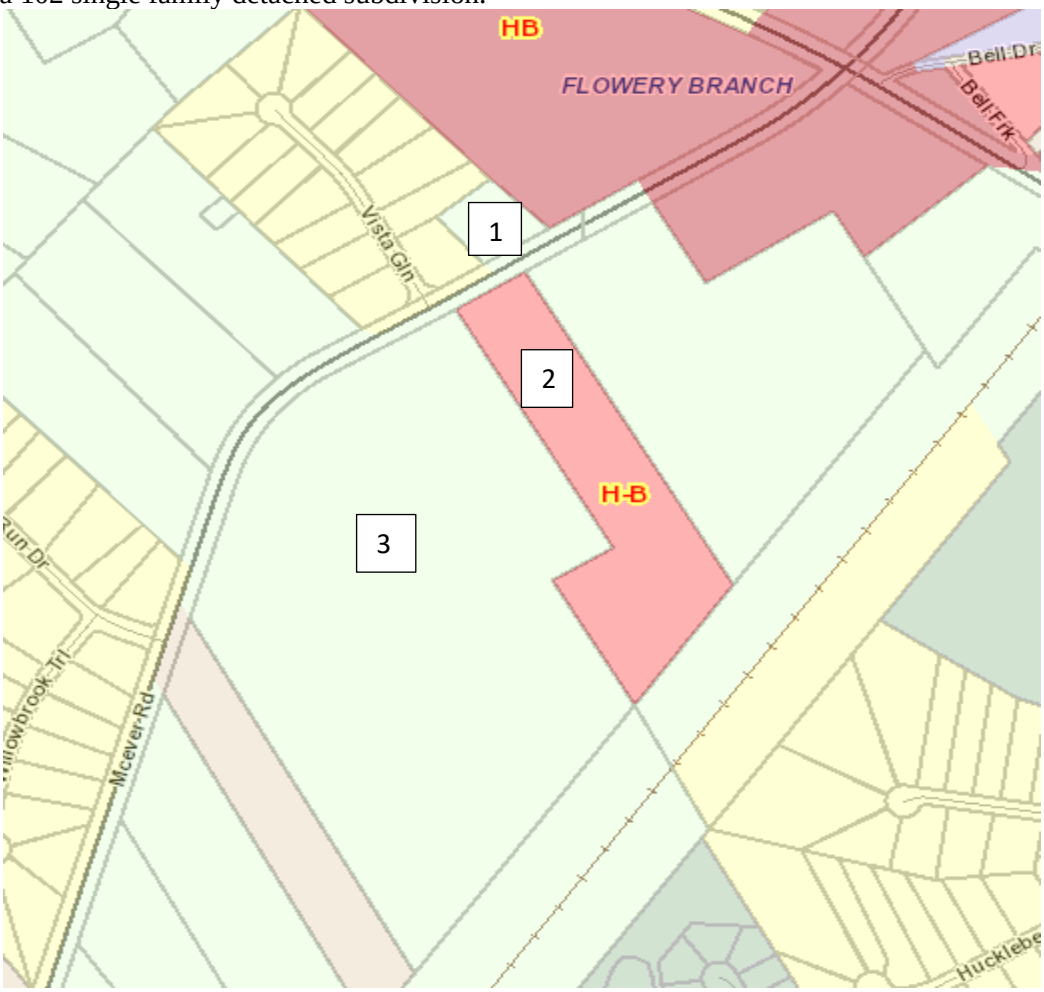
Project Name	6509 AND 6533 McEVER RD. TRACTS
Project Number	19-065
Project Address	6509 AND 6533 McEVER ROAD
Land Lot No.(s)	
District	CITY OF FLOWERY BRANCH
County, State	HALL COUNTY, GA.

No.	REVISION	DATE
1	REVISED REZONING EXHIBIT BASED ON STREAM LOCATION	11/18/19
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
DRAWN	1 of 1
CHECKED	SHEET
08/22/2019 DATE	19-065 PROJECT No.

Applicant: White Horse 70, LLC.
Property Owner: All Awesome Properties, LLC., White Horse, LLC.
Subject Properties: 6490 McEver Road; 08149 000005; .96+/- acres
6509 McEver Road; 08150 0002002; +/- 8.84 acres
6533 McEver Road; 08150 002018; +/- 34.5
Request: Annex and rezone to PUD with the intent to build a 102 single family detached subdivision
Current Use: Vacant
Character Area: Mixed Use

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



Mixed Use

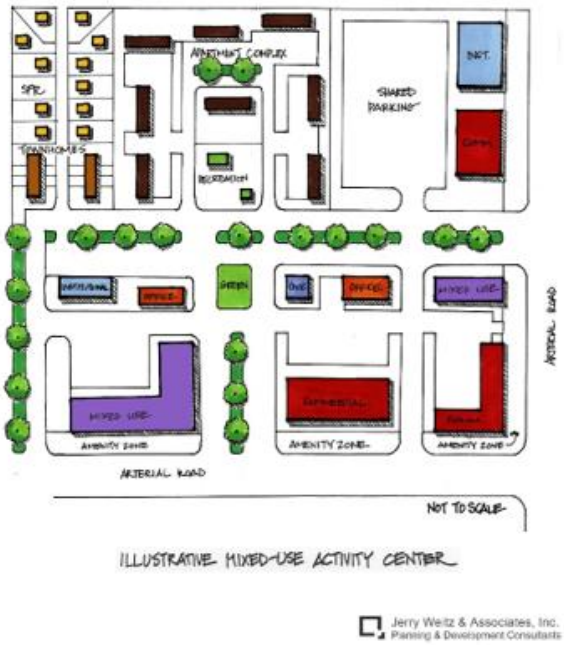
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

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

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

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

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



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

Proposed site plan:

Waiting on updated digital one

The proposed site design …

PUD Description and Intent

This zoning district is intended primarily to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch, in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is also intended to implement the "suburban residential" character area established in the comprehensive plan but may also be used to implement the "traditional neighborhood development" character area.

PUD Zoning Requirements

The character, location, and appropriateness of the proposed mix of land uses and residential dwelling types; Not a mixed-use development as presented. It does border commercially zoned areas and is close to a proposed (but yet to be developed or permitted) project that has a commercial element.

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

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

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

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

Consistency with any design guidelines of this Article or otherwise determined to be applicable via character area designation. Elevations not presented to City at the time of the writing of this report. Applicant will submit elevation prior to the initial vote.

Proposed Elevations
Not submitted yet

Sewer Capacity

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

McEver Road Corridor (see corresponding powerpoint)

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would have no access to any commercial uses at the present time. The northern corner of Gaines Ferry and McEver is also zoned commercial and is currently vacant. This area could have been made part of the approved 199 home PUD subdivision and turned into a true mixed-use project. It is staff's opinion that the approval of the proposed subdivision without including the commercial pieces of property to the north create another subdivision on an island. Additionally, it leaves an entire corner (one of the two the City controls) of the McEver Road Corridor vacant and zoned commercial. This would be another missed opportunity in the corridor.

Staff recommendation

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

Flowery Branch

McEver Road Corridor

February 6, 2020

McEver Road Corridor

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

Currently

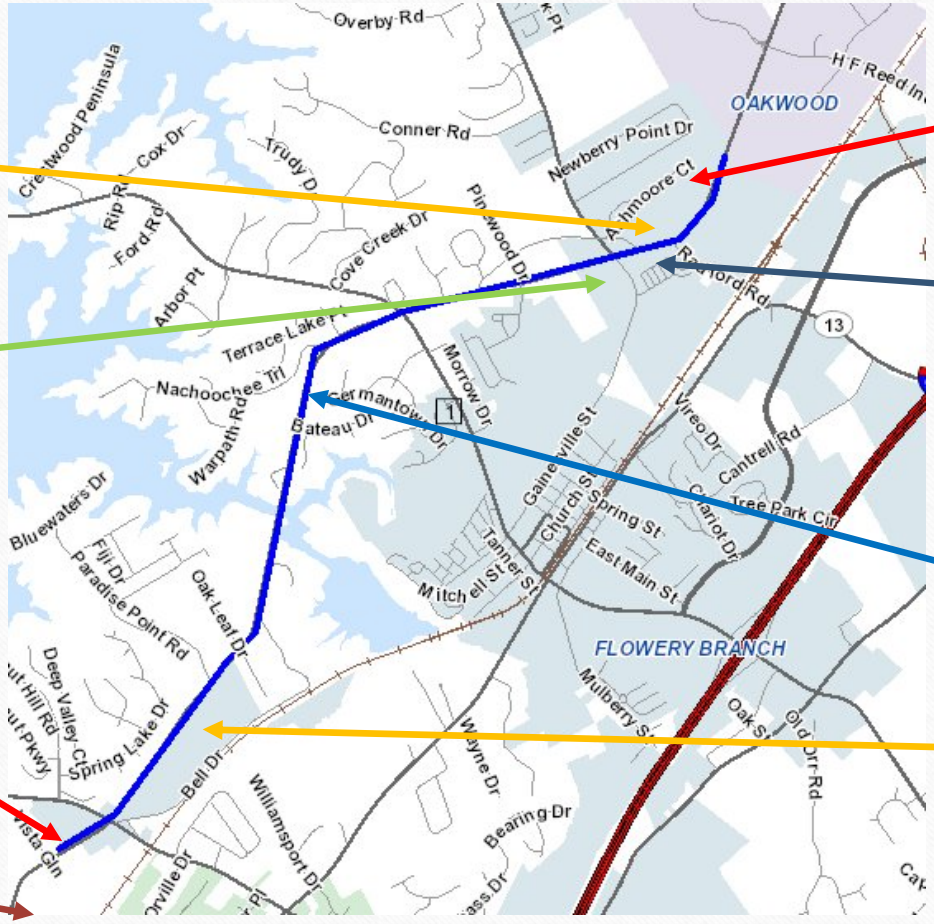
- Approximately 3.8 +/- miles of road that run through the City
- City only controls a small portion of this road
- City controls two very important intersections – McEver and Gaines Ferry Road and McEver and Gainesville Street

Projects

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

Projects

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



McEver Self Storage

Church site

Current City Limits

Proposed annexation

Proposed Townhome development

67 Homes

Around 3.8 miles of road in the City

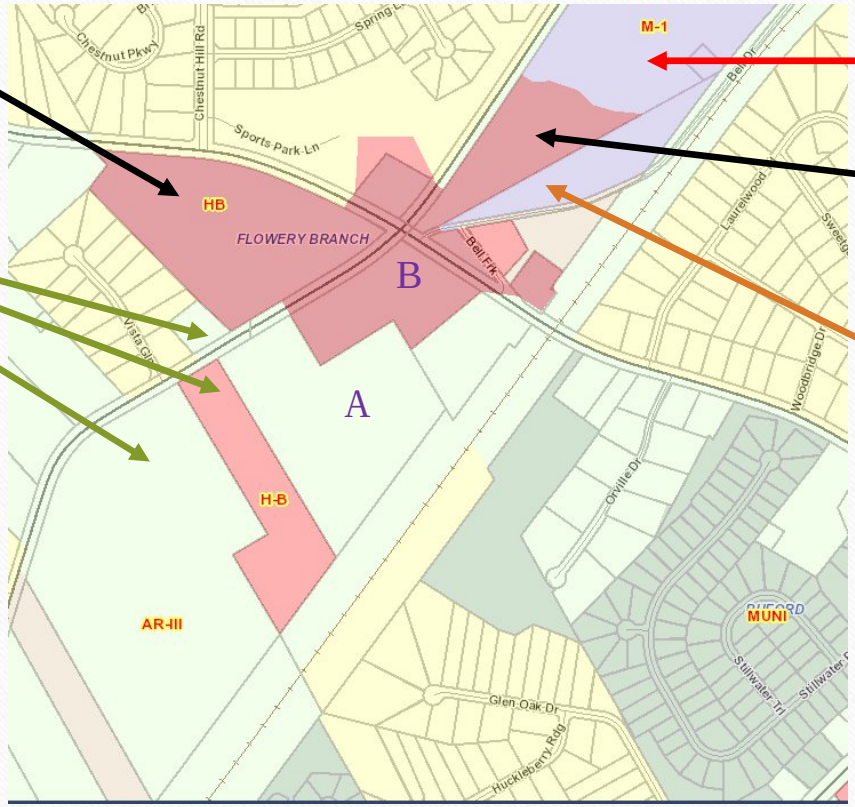
199 Homes

Corner of McEver & Gaines Ferry

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

The Farm
Mixed-Use

Proposed
annexation
102 home
subdivision



Cotter
Harvey 199
Homes

Vacant HB

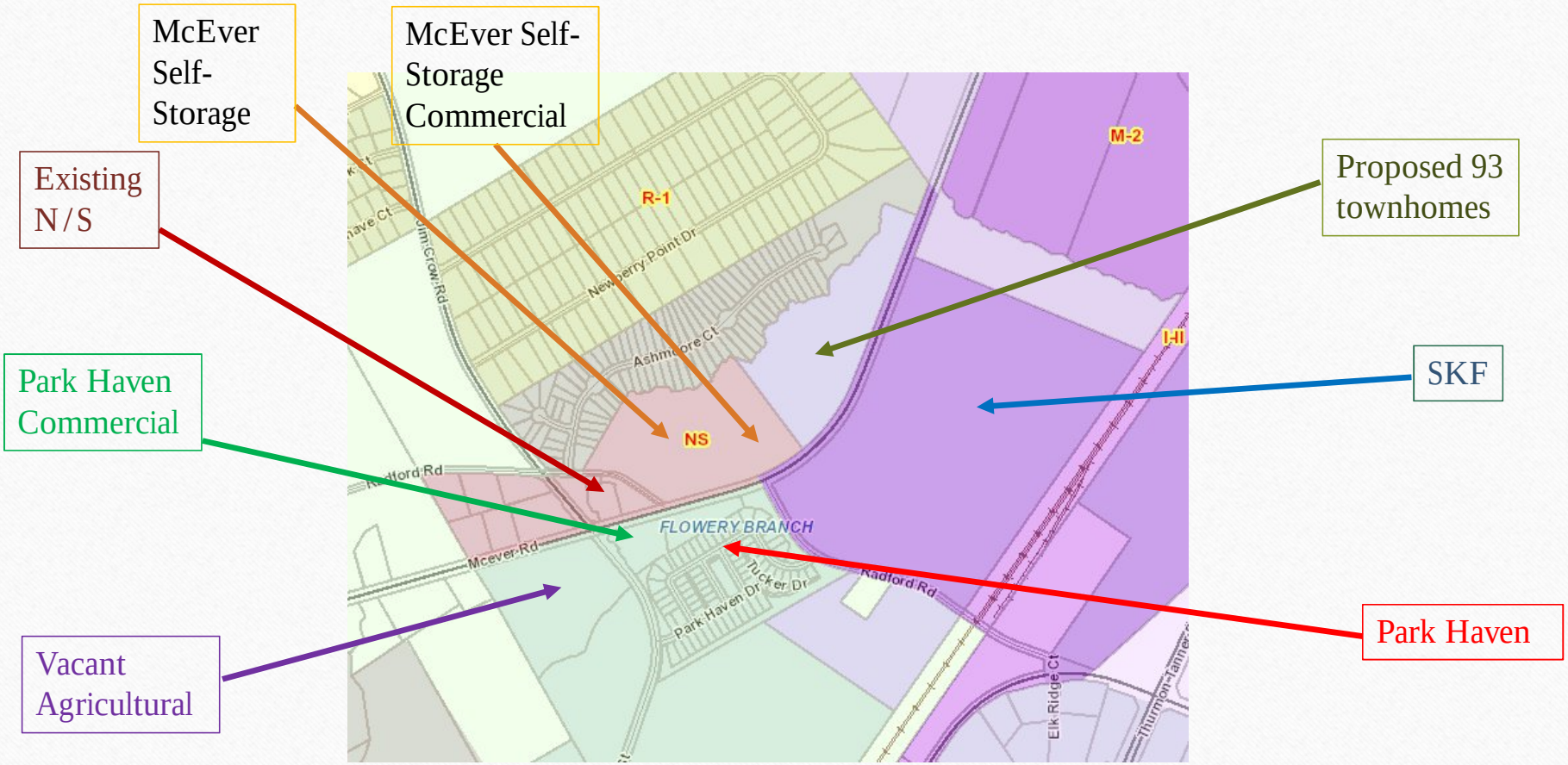
Boat Storage

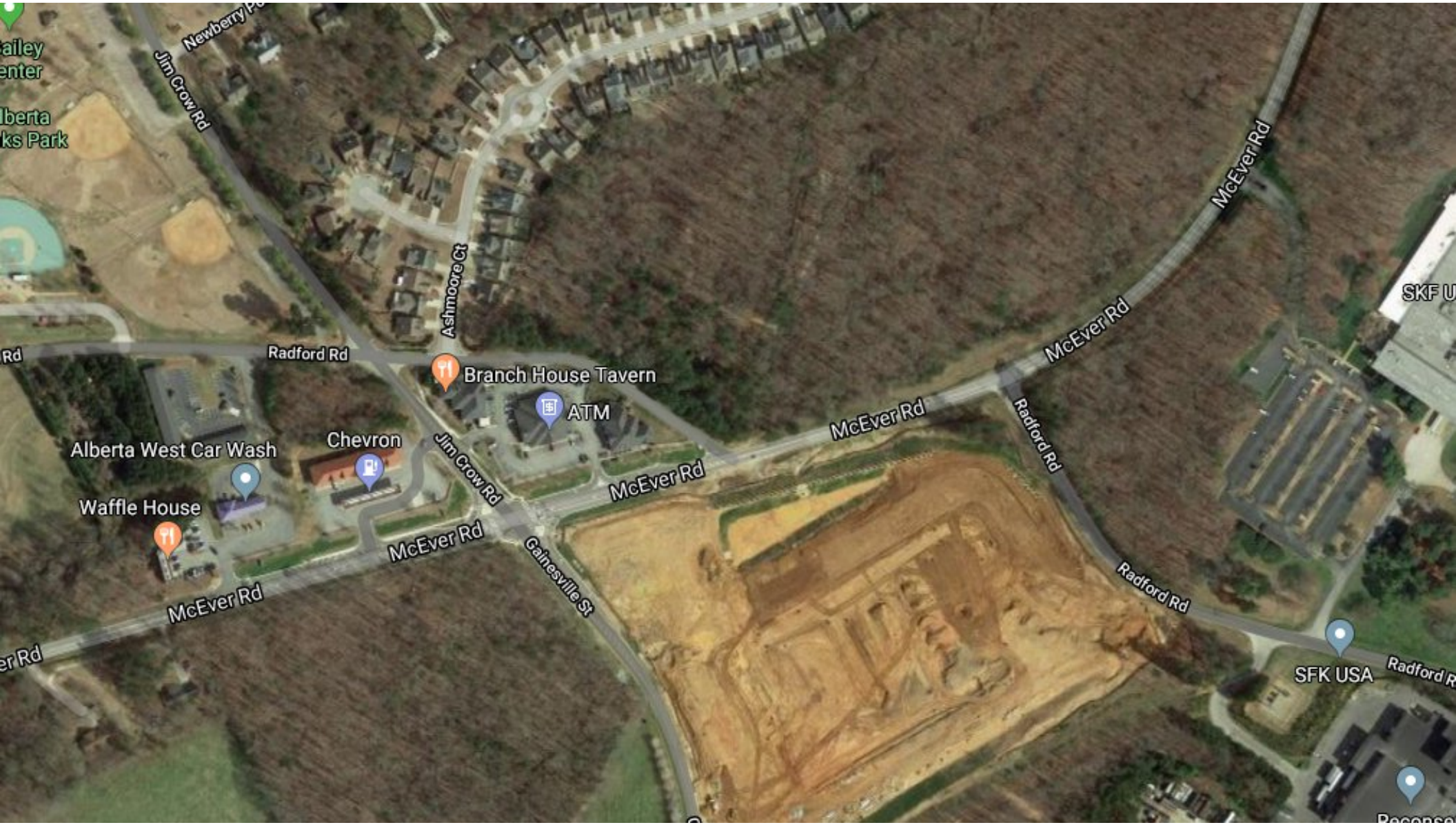
A &B
Parcels that
would help
create a
cohesive mixed-
use project

Gaines Ferry Rd
Soulflower, Gifts
& Apothecary
McEver Rd
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Boat Masters
McEver Rd
Gaines Ferry Rd
Gaines Ferry Rd
McEver Rd
Lakeside Package
Pure
Gaines Ferry Rd
Gaines Ferry Rd
Hall County
Fire Station 8

Corner of McEver & Gainesville Street

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


McEver Self-Storage
McEver Self-Storage Commercial
Existing N/S
Park Haven Commercial
Vacant Agricultural
Proposed 93 townhomes
SKF
Park Haven
R-1
M-2
I-H
NS
Newberry Point Dr
Ashmore Ct
Jim Crow Rd
Radford Rd
Mcever Rd
FLOWERY BRANCH
Tucker Dr
Park Haven Dr
Elk Ridge Ct


Newberry Pl
Jim Crow Rd
Ashmoore Ct
Radford Rd
Branch House Tavern
ATM
Chevron
Alberta West Car Wash
Waffle House
McEver Rd
Jim Crow Rd
Gainesville St
Radford Rd
SFK USA
SKF U

Corridor Development

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a request from Bill Stark MB Regional Enterprises, Inc. to rezone 17.43 +/- acres of land identified as 0 McEver Road, tax parcel number 08099 000011, from M1 (Light Industrial) to PUD (Planned Unit Development) with the intent to develop a 93 unit attached townhome subdivision.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

This is part of the McEver Road Corridor (please see attached powerpoint). Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would put the burden of services on other currently vacant parcels. In particular, the corner of McEver and Gainesville Street becomes almost definitively a mixed-use parcel or an N-S (Neighborhood Shopping) driven development. Staff is not opposed to the proposed project but encourages Council to look at the area as a whole and understand the need for services in this area.

FACTS AND ISSUES:

This site as zoned (M-1) could add much needed commercial uses on the McEver Road Corridor. Additionally, there are M-1 uses next door (McEver Road Self-Storage) and across the street (SKF). However, the applicant has stated the land lends itself more to a small residential development. There is support for this argument as it will add more residents to the area and would be served by the outparcels on the McEver Self-Storage development and the commercial component that is part of the Park Haven subdivision on Gainesville Street/McEver Road. Staff recommends approval with conditions (please see attached staff report).

OPTIONS:

Staff is recommending bike/pedestrian connectivity to be added along McEver Road to this design. This could largely be accomplished by enlarging their current sidewalk along McEver from 5-feet in width to the recommended 12-feet. We would like to see a bike-pedestrian path tie in with the right-of-way of the neighboring McEver Self-Storage Development so a path could eventually run to Old Town along Gainesville Street and to Old Federal Park along Jim Crow Road.

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No vote at this time

SAMPLE MOTION:
No vote at this time

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Application as submitted.pdf
- Staff Report for Bowen Stark.pdf
- McEver Road Corridor.pptx

Development Planning & Engineering, Inc.

Rezoning Application
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

Flowery Branch

REZONING APPLICATION

Date: 12/12/19

Address of Request: McEver Road

Tax Map # 08099 000011 Current Zoning: M-1

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

Currently a conforming use? M-1 - Vacant

Any conditions of zoning, CUP's, etc.? N/A

Applicant Information

Name: MB Regional Enterprise LLC

Address: 3719 Winder Hwy S-100
Flowery Branch, GA 30542

E-mail address: billstarkproperties@gmail.com

Phone number: 470-252-5265

Signature: William B Stark

Notary: Meredith Pierce

MEREDITH PIERCE
MY COMMISSION EXPIRES
Feb 19 2021
HALL CO. GEORGIA
NOTARY PUBLIC

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Jim Crow Road Partners LLC

Signature of property owner: [signature]

Notary: Meredith Pierce

MEREDITH PIERCE
MY COMMISSION EXPIRES
Feb 19 2021
HALL CO., GA
NOTARY PUBLIC

Property Information

Tax Map Number: 08099 000011

Current Zoning: M-2 Total Acres: 17.70 17.423

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

Proposed City of Flowery Branch Zoning: PUD

Current Use: Vacant land

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

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

- Legal description
- Current survey of property

Flowery Branch

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

Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

Flowery Branch

Disclosure of Campaign Contributions

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

Elected Officials Name	Amount of Description of Gift
none	none

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Flowery Branch

REZONING ADDITIONAL INFORMATION REQUIREMENT

Date: 12/13/2019

Address of Request:
McEver Road Parcel number (Parcel number 08099 000011)

Tax Map # (Parcel number 08099 000011) Current Zoning: M1

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out. $24,000,000
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased). $230,000
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). All one phase/ approximately 2.5 years
4. Anticipated total square footage (heated) to be built in the requested number of units. 148,000
5. Total acreage developed with units. 17.423
6. Total acreage for right of way and roads. +/- 3.44 acres
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). +/- 8.8 acres
8. Acreage required for buffer and watershed protection.
   - Does the buffer comply with the current City ordinance? Yes
   - Do individual property lines for lots extend into the buffer? Yes
   - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? Not at this time

Flowery Branch

9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) Not at this time
10. Please identify all amenities and total number of acres they incorporate by complete description. Pocket Parks, Benches, Gazebo
11. Number of street lights and separation table as proposed on your site plan. approx 25
12. Will Technology Development be included in this development? Yes, if available
13. List the total linear feet and cubic yards for sidewalks. +/- 5,940 + trail
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? Not at this time
16. Does the proposal provide for utilization of "reuse" water? Is this depicted on the plans? Do the plans provide for storage of "reuse" water? No
17. What is the total capacity for daily Wastewater Management? 270 GPD/unit, 25,110
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? approximately 270 GPD
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? None at this time
21. Has the Hall County School System been notified of the proposed density for this Not at this time project?
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. Will provide sample covenants

23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybanchga.org

14. Stormwater manangement shown conceptually at this time

CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____

Development Planning & Engineering, Inc.

Property Inspection Authorization

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

I, Bill Stark
, owner of parcel 08099 000011, hereby grant the City of Flowery Branch Staff and/or City Council to inspect the above subject property as necessary for the rezoning application process.

Tonya Woods (Development Planning and Engineering, Agent for Bill Stark MB Regional Enterprises, Inc)

Printed name:

Signature, date

Development Planning & Engineering, Inc.

Letter of Intent
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: McEver Road Tract (Parcel number 08099 000011)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5600 block of McEver Road in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is a 93-lot single family attached townhome community. We are requesting the subject property be rezoned from the existing M-1 zoning to PUD (Planned Unit Development).

We request to have the following Development Standards for the proposed project. This illustrates Jim Crow Road Partners commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Proposed 5-foot sidewalk along McEver to the western property line as shown on submitted site plan • Five feet in Width Internal Streets
Proposed Buffer	• 25 Foot Graded and Landscaped Buffer along western property line with double row of evergreen trees and/or shrubs
Setbacks	• Front: 25-foot landscape setback adjacent to McEver Road along with five-foot high decorative fence

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Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Architectural Treatments	• Front Facades minimum of 50% brick and/or stone • Remaining balance of facades to be Concrete Siding • Minimum 2-foot brick water table • Architectural Shingles
Garages	• Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn maintenance provided by a Mandatory HOA

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

Development Planning & Engineering, Inc.

Legal Description
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 91 and 99 of the 8th District of Hall County, City of Flowery Branch, Georgia and being more particularly described as follows:

To find THE TRUE POINT OF BEGINNING, begin at a point on the northwesterly right-of-way of McEver Road having a 80' right-of-way , said point being 947.54 feet westerly as measured along said northwesterly right-of-way of McEver Road from the intersection of the Northeasterly right-of-way of Radford Road having a 30' right-of-way, said point being the TRUE POINT OF BEGINNING;

THENCE North 52 degrees 10 minutes 35 seconds West a distance of 731.17 feet leaving said right-of-way of McEver Road to a point located in the centerline of a creek;

THENCE along said creek following the meanderings thereof for the following 69 courses and distances:

THENCE North 42 degrees 01 minutes 09 seconds East a distance of 20.75 feet to a point;

THENCE North 23 degrees 13 minutes 42 seconds West a distance of 16.85 feet to a point;

THENCE North 49 degrees 40 minutes 26 seconds East a distance of 44.23 feet to a point;

THENCE North 07 degrees 37 minutes 24 seconds East a distance of 21.48 feet to a point;

THENCE North 37 degrees 15 minutes 33 seconds East a distance of 40.03 feet to a point;

THENCE South 70 degrees 29 minutes 35 seconds East a distance of 16.51 feet to a point;

THENCE North 68 degrees 34 minutes 33 seconds East a distance of 14.01 feet to a point;

THENCE North 15 degrees 24 minutes 28 seconds East a distance of 28.00 feet to a point;

THENCE North 72 degrees 58 minutes 51 seconds East a distance of 17.48 feet to a point;

THENCE South 43 degrees 05 minutes 01 seconds East a distance of 15.05 feet to a point;

THENCE South 89 degrees 05 minutes 06 seconds East a distance of 34.77 feet to a point;

THENCE South 63 degrees 08 minutes 17 seconds East a distance of 37.64 feet to a point;

THENCE South 72 degrees 22 minutes 40 seconds East a distance of 13.30 feet to a point;

THENCE South 86 degrees 16 minutes 27 seconds East a distance of 22.16 feet to a point;

THENCE South 57 degrees 38 minutes 31 seconds East a distance of 20.93 feet to a point;

THENCE North 23 degrees 19 minutes 46 seconds East a distance of 19.72 feet to a point;

THENCE North 53 degrees 11 minutes 45 seconds East a distance of 10.82 feet to a point;

THENCE North 20 degrees 29 minutes 10 seconds East a distance of 42.56 feet to a point;

THENCE North 74 degrees 40 minutes 04 seconds East a distance of 18.93 feet to a point;

THENCE North 27 degrees 51 minutes 17 seconds East a distance of 39.43 feet to a point;

northwester

THENCE North 17 degrees 48 minutes 02 seconds West a distance of 57.59 feet to a point;

THENCE North 04 degrees 10 minutes 30 seconds West a distance of 24.84 feet to a point;

THENCE North 52 degrees 07 minutes 12 seconds East a distance of 26.58 feet to a

point;
THENCE North 00 degrees 30 minutes 56 seconds West a distance of 20.18 feet to a point;
THENCE North 77 degrees 44 minutes 50 seconds East a distance of 32.07 feet to a point;
THENCE North 64 degrees 01 minutes 26 seconds East a distance of 42.83 feet to a point;
THENCE North 00 degrees 38 minutes 25 seconds West a distance of 13.08 feet to a point;
THENCE North 15 degrees 18 minutes 42 seconds East a distance of 45.27 feet to a point;
THENCE South 69 degrees 37 minutes 49 seconds East a distance of 16.08 feet to a point;
THENCE North 23 degrees 09 minutes 03 seconds East a distance of 18.81 feet to a point;
THENCE South 75 degrees 45 minutes 10 seconds East a distance of 33.98 feet to a point;
THENCE North 19 degrees 26 minutes 43 seconds East a distance of 5.04 feet to a point;
THENCE North 02 degrees 14 minutes 41 seconds West a distance of 21.21 feet to a point;
THENCE North 05 degrees 42 minutes 03 seconds East a distance of 30.80 feet to a point;
THENCE North 67 degrees 49 minutes 54 seconds East a distance of 32.61 feet to a point;
THENCE South 49 degrees 55 minutes 16 seconds East a distance of 24.81 feet to a point;
THENCE North 65 degrees 29 minutes 50 seconds East a distance of 24.96 feet to a point;
THENCE South 71 degrees 45 minutes 43 seconds East a distance of 24.78 feet to a point;
THENCE North 58 degrees 07 minutes 04 seconds East a distance of 48.13 feet to a point;
THENCE North 74 degrees 18 minutes 43 seconds East a distance of 42.41 feet to a point;
THENCE North 75 degrees 54 minutes 20 seconds East a distance of 29.66 feet to a point;
THENCE North 81 degrees 55 minutes 28 seconds East a distance of 51.10 feet to a point;
THENCE North 03 degrees 17 minutes 38 seconds West a distance of 80.16 feet to a point;
THENCE North 25 degrees 04 minutes 11 seconds East a distance of 41.91 feet to a point;
THENCE North 49 degrees 53 minutes 56 seconds East a distance of 17.52 feet to a point;
THENCE North 18 degrees 43 minutes 22 seconds East a distance of 23.18 feet to a point;
THENCE North 47 degrees 45 minutes 41 seconds East a distance of 60.71 feet to a point;
THENCE South 82 degrees 28 minutes 05 seconds East a distance of 34.27 feet to a point;
THENCE North 64 degrees 15 minutes 53 seconds East a distance of 35.15 feet to a point;
THENCE North 25 degrees 16 minutes 55 seconds East a distance of 45.95 feet to a point;
THENCE North 74 degrees 52 minutes 54 seconds East a distance of 33.64 feet to a point;
THENCE North 05 degrees 46 minutes 15 seconds East a distance of 19.12 feet to a point;
THENCE North 49 degrees 31 minutes 16 seconds East a distance of 20.16 feet to a point;
THENCE North 17 degrees 25 minutes 30 seconds East a distance of 15.28 feet to a

point;

THENCE North 44 degrees 09 minutes 12 seconds East a distance of 23.55 feet to a point;

THENCE North 07 degrees 19 minutes 07 seconds East a distance of 16.16 feet to a point;

THENCE North 67 degrees 03 minutes 23 seconds East a distance of 22.02 feet to a point;

THENCE North 37 degrees 47 minutes 19 seconds East a distance of 59.79 feet to a point;

THENCE North 80 degrees 42 minutes 12 seconds East a distance of 20.38 feet to a point;

THENCE North 26 degrees 33 minutes 35 seconds East a distance of 22.17 feet to a point;

THENCE North 05 degrees 18 minutes 43 seconds West a distance of 36.01 feet to a point;

THENCE North 30 degrees 08 minutes 56 seconds East a distance of 27.92 feet to a point;

THENCE North 05 degrees 56 minutes 37 seconds West a distance of 9.79 feet to a point;

THENCE North 33 degrees 29 minutes 15 seconds West a distance of 16.00 feet to a point;

THENCE North 10 degrees 52 minutes 53 seconds East a distance of 48.85 feet to a point;

THENCE North 13 degrees 16 minutes 07 seconds East a distance of 26.03 feet to a point;

THENCE North 45 degrees 42 minutes 26 seconds East a distance of 25.42 feet to a point;

THENCE South 69 degrees 13 minutes 03 seconds East a distance of 216.44 feet leaving said creek to a point on the to a point on the northwesterly right-of-way of McEver Road having a 80' right-of-way;

THENCE along said right-of-way of McEver road for the following 4 courses and distances:

THENCE South 17 degrees 35 minutes 05 seconds West a distance of 217.18 feet to a point;

THENCE South 21 degrees 29 minutes 50 seconds West a distance of 587.64 feet to a point;

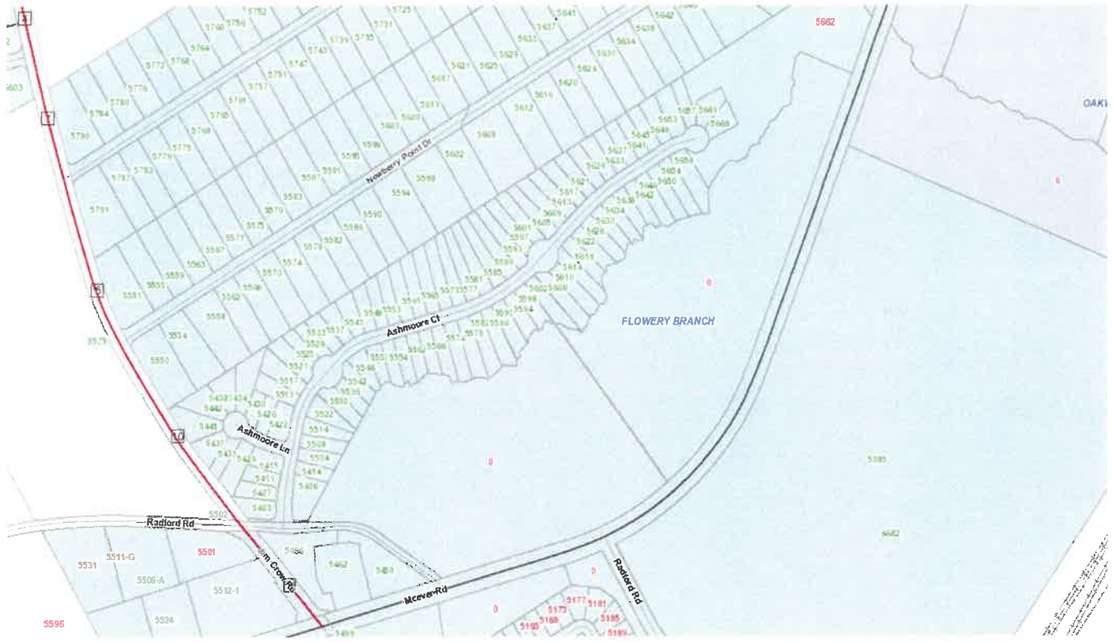
THENCE South 21 degrees 29 minutes 50 seconds West a distance of 296.36 feet to a point;

THENCE along a curve to the right for an arc length of 583.47 feet, having a radius of 1143.74 feet, being subtended by a chord bearing South 36 degrees 06 minutes 42 seconds West, for a distance of 577.16 feet to a point;

The above described property contains an area of 17.423 acres more or less.

Development Planning & Engineering, Inc.

Adjacent Parcels
McEver Road Rezoning
Jim Crow Partners Tract



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Summary

Parcel Number	08099A000115
Location Address	5662 ASHMOORE CT
Legal Description	MADISON CREEK S/D (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	4.97
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

MADISON CREEK HOMEOWNERS ASSOCIATION, IN
PO BOX 908
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	77,101	0	0	1.77	1
Residential	Acerage Power/Flood	Acres	139,392	0	0	3.2	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Pavilion	2015	14x14 / 0	1	$1

Permits

Permit Date	Permit Number	Type	Description
05/13/2015	00059	MISC	PAVILION

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/18/2006	5768 62	835 147A	$59,501	PURCHASER BLDR,CONTR. OR DEVLPR	JIM CROW ROAD PATRNERS, LLC	MADISON CREEK HOMEOWNERS ASSOCIATION, IN

Valuation

	2019	2018	2017
Previous Value	$2	$2	$2
Land Value	$1	$1	$1
+ Improvement Value	$0	$0	$0
+ Accessory Value	$1	$1	$1
= Current Value	$2	$2	$2

Photos

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Sketches.

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Summary

Parcel Number	08099A000170
Location Address	5658 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 55 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.13
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

DENNIS RECH
5658 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	5,818	0	0	0.13	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$201,700
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2015	0x0 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/20/2018	8153 774	835 147A	$242,000	VALID IMPROVED PROPERTY	CAFFEY, JOHN M & BONNIE D	RECH DENNIS
3/30/2006	5654 114	835 147A	$191,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	CAFFEY, JOHN M & BONNIE D
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$205,600	$185,100	$192,500
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$201,700	$175,600	$155,100
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$231,700**	**$205,600**	**$185,100**

Photos

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Summary

Parcel Number	08099A000171
Location Address	5654 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 56 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.25
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

MARIA E JARAMILLO
5654 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,074	0	0	0.25	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$203,600
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
2/15/2006	5612 108	835 147A	$189,400	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	JARAMILLO, MARIA E
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$207,200	$186,400	$193,900
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$203,600	$177,200	$156,400
+ Accessory Value	$5,000	$5,000	$5,000
= Current Value	$233,600	$207,200	$186,400

Photos

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Summary

Parcel Number	08099A000172
Location Address	5650 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 57 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.28
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

DENIS C CLAVETTE
CLAVETTE KAREN L
5650 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	12,274	0	0	0.28	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2087
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	$201,100
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/10/2014	7445 543	836 151	$174,000	VALID IMPROVED PROPERTY	DWS VENTURES, LLC	CLAVETTE, DENIS C & KAREN L
1/31/2013	7146 580	844 186	$0	Sale to be Reviewed	DILL, RANDALL B	DWS VENTURES, LLC
3/18/2011	6819 105	836 147A	$117,000	REO IMP	GEORGIA HOUSING AUTHORITY	DILL RANDY B
11/2/2010	6780 74		$135,000	DEED UNDER POWER/FORCLOSURE	SHORT NICHOLAS R	GEORGIA HOUSING AUTHORITY
4/28/2006	5689 96	835 147A	$192,201	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	SHORT NICHOLAS R
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$204,500	$182,400	$189,700
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$201,100	$174,500	$152,400
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$231,100**	**$204,500**	**$182,400**

Photos

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Summary

Parcel Number	08099A000173
Location Address	5646 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 58 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.26
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

VERONICA CHAVERS
5646 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,405	0	0	0.26	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1621
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2006
Roof Type	Asphalt Shingle
Flooring Type	Not Itemized
Heating Type	Central Heat/AC
Number Of Rooms	7
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$175,036
Condition	Average
Fireplaces\Appliances	METAL FP 1
House Address	5646 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2006	1x1 / 1	1	$4,796

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/29/2019	8243 164	836 151A	$203,000	VALID IMPROVED PROPERTY	OFFERPAD (SPVBORROWER1), LLC	CHAVERS, VERONICA
7/6/2018	8121 740	836 151A	$203,800	VALID IMPROVED PROPERTY	GOTTLIEB, SHARI	OFFERPAD (SPVBORROWER1), LLC
7/6/2018	8121 740	836 151A	$203,800	VALID IMPROVED PROPERTY	GOTTLIEB, SHARI	OFFERPAD (SPVBORROWER1), LLC
2/24/2006	5612 45	835 147A	$171,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC.	GOTTLIEB, SHARI
11/3/2005	5513 373	835 147A	$178,000	INVOLVES ADDTL. PARCELS	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC.

Valuation

	2019	2018	2017
Previous Value	$180,100	$161,500	$174,000
Land Value	$23,968	$25,000	$25,000
+ Improvement Value	$175,036	$150,100	$131,500
+ Accessory Value	$4,796	$5,000	$5,000
= Current Value	$203,800	$180,100	$161,500

Photos

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Summary

Parcel Number	08099A000174
Location Address	5642 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 59 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.25
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

CARLOS O MORENO
Moreno Maria C
5642 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	10,933	0	0	0.25	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	9
Value	$205,400
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/29/2009	6539 655	836 151A	$0	RELATED IND. OR CORP.	MORENO, CARLOS O	MORENO CARLOS O & Maria C
10/28/2005	5532 538	835 147A	$186,250	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	MORENO, CARLOS O
6/23/2005	5375 111	835 147A	$222,500		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$209,100	$188,800	$196,400
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$205,400	$179,100	$158,800
+ Accessory Value	$5,000	$5,000	$5,000
= Current Value	$235,400	$209,100	$188,800

Photos

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Summary

Parcel Number	08099A000175
Location Address	5638 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 60 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

WILLIAM A PARKER
PARKER DIANNE T
5638 ASHMORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	10,201	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1571
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,900
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/15/2016	7738 365	835 147A	$180,500	VALID IMPROVED PROPERTY	MARTIN, JR. JOHN E	PARKER, WILLIAM A & DIANNE
9/27/2005	5477 658	835 147A	$167,125	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	MARTIN, JR. JOHN E
6/23/2005	5375 111	835 147A	$222,500		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$175,500	$156,700	$168,800
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$176,900	$145,500	$126,700
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$206,900**	**$175,500**	**$156,700**

Photos

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Summary

Parcel Number	08099A000176
Location Address	5634 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 61 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.2
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

LORAINE HILLARD
PO BOX 1027
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	8,691	0	0	0.2	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	6
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	9
Value	$205,400
Condition	Average
Fireplaces\Appliances	METAL FP 1
House Address	5634 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Permits

Permit Date	Permit Number	Type	Description
02/19/2008	2008-00007	SINGLE FAMILY	

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/11/2019	8296 707	835 147A	$249,700	VALID IMPROVED PROPERTY	YECKLEY DARRYL B	HILLARD, LORAINE
9/8/2005	5477 638	835 147A	$179,883	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	YECKLEY DARRYL B
5/26/2005	5353 472	836 151A	$89,000		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$209,100	$188,800	$196,400
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$205,400	$179,100	$158,800
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$235,400**	**$209,100**	**$188,800**

Photos

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Summary

Parcel Number	08099A000177
Location Address	5630 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 62 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.22
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

ARLENE M COSTELLO
COSTELLO, DENNIS G
5630 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,714	0	0	0.22	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1783
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2010
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	0
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	$196,700
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2010	0x0 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/16/2015	7509 383	835 147A	$185,000	VALID IMPROVED PROPERTY	HYSLOP NATALIE L	COSTELLO, ARLENE M & DENNIS G
4/13/2015	7509 382	835 147A	$0	DEED OF GIFT/NO SALE PRICE	HYSLOP, ROBERT	HYSLOP, NATALIE L
7/23/2010	6727 75	835 147A	$157,500	VALID IMPROVED PROPERTY	STARK LAND AND DEVELOPMENT,LLC	HYSLOP NATALIE L & ROBERT
1/15/2010	6676 244	835 147A	$29,000	VALID VACANT PROPERTY	PATTERSON, SHELBY JEAN	STARK LAND AND DEVELOPMENT,LLC
7/5/2008	6384 603	836 151A	$0	RELATED IND. OR CORP.	SHELBY JEAN PATTERSON AS EXC EST LARRY C	PATTERSON, SHELBY JEAN
11/4/2005	5513 353	835 147A	$171,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	CLEVELAND LARRY
5/26/2005	5353 472	835 147A	$89,000		JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$194,400	$173,000	$185,000
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$196,700	$164,400	$143,000
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$226,700**	**$194,400**	**$173,000**

Photos

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Summary

Parcel Number	08099A000178
Location Address	5626 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 63 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.21
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No ($0)
Landlot/District	N/A

View Map

Owner

ANTHONY WAYNE MOODY
5626 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,313	0	0	0.21	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2009
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	3
Number Of Full Bathrooms	3
Number Of Half Bathrooms	0
Number Of Plumbing Extras	6
Value	$210,900
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2009	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2018	8138 489	835 147A	$0	DEED OF GIFT/NO SALE PRICE	MOODY ANTHONY WAYNE	MOODY ANTHONY WAYNE
1/31/2018	8039 582	835 147A	$254,000	VALID IMPROVED PROPERTY	CLARK ANTHONY J & JOYCE L	MOODY ANTHONY WAYNE
9/24/2009	6616 538	836 151A	$205,000	VALID IMPROVED PROPERTY	HANSEN, THORVOLD	CLARK ANTHONY J & JOYCE L
8/4/2008	6400 15	836 151A	$32,500	VALID VACANT PROPERTY	PAPE, JUSTIN H. & PIERCE, TARA N.	HANSEN, THORVOLD

Valuation

		2019	2018	2017
	Previous Value	$213,500	$191,900	$199,600
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$210,900	$183,500	$161,900
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$240,900**	**$213,500**	**$191,900**

Photos

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Summary

Parcel Number	08099A000179
Location Address	5622 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 64 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (54)
Landlot/District	N/A

View Map

Owner

DEBRA F BROWN
5622 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,991	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2205
Interior Walls	Sheetrock
Exterior Walls	Cement Fiber/Brick/Stone
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Architectural (310)
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	4
Value	$200,000
Condition	Average
House Address	5622 ASHMOORE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/19/2016	7790 41	835 147A	$188,000	RELATED IND. OR CORP.	BROWN, ROBIN S	BROWN, DEBRA F
3/3/2006	5624 520	835 147A	$181,900	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	BROWN, ROBIN S
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$203,700	$182,800	$197,300
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$200,000	$173,700	$152,800
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$230,000**	**$203,700**	**$182,800**

Photos

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Summary

Parcel Number	08099A000180
Location Address	5618 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 65 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.23
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

BIRNA O FAWCETT
5618 ASHMOORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,830	0	0	0.23	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1994
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	4
Value	$197,100
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/19/2018			$0	Death Certificate	FAWCETT, PAUL R & BIRNA O	FAWCETT, BIRNA O
11/22/2005	5532 536	836 151A	$184,750	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	FAWCETT, PAUL R & BIRNA O
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$198,500	$177,600	$191,700
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$197,100	$168,500	$147,600
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$227,100**	**$198,500**	**$177,600**

Photos

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Summary

Parcel Number	08099A000181
Location Address	5614 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 66 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.22
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

JUDY L PARKER
5614 ASHMORE COURT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	9,393	0	0	0.22	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1568
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/6/2011	6891 41	836 351A	$119,900	VALID IMPROVED PROPERTY	STALEY SHAWN M	PARKER JUDY L
12/16/2009	6651 301	836 151A	$0	RELATED IND. OR CORP.	STALEY, SHAWN M. & AMY B.	STALEY SHAWN M
7/22/2008	6391 486	835 147A	$0	RELATED IND. OR CORP.	RUNGER AMY	STALEY, SHAWN M. & AMY B.
8/5/2005	5404 192	835 147A	$159,500	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	RUNGER AMY
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$174,900	$156,200	$162,200
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$176,200	$144,900	$126,200
+ Accessory Value	$5,000	$5,000	$5,000
= Current Value	$206,200	$174,900	$156,200

Photos

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Summary

Parcel Number	08099A000182
Location Address	5610 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 67 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.26
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (S1)
Landlot/District	N/A

View Map

Owner

KELI L MANLEY
MANLEY, JAMES EDWARD
5610 ASHMOORE CT.
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,414	0	0	0.26	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2172
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	2
Value	$196,800
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/8/2010	6869 766	836 151A	$0	Sale to be Reviewed	MANLEY JAMES E	MANLEY KELI L
5/19/2009	6541 23	835 147A	$165,000	VALID IMPROVED PROPERTY	LYNCH DAVID R	MANLEY JAMES E
7/29/2005	5404 116	836 151A	$183,975	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	LYNCH DAVID R
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$200,800	$180,200	$194,600
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$196,800	$170,800	$150,200
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$226,800**	**$200,800**	**$180,200**

Photos

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Summary

Parcel Number	08099A000183
Location Address	5606 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 68 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.27
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

MARGARET MAHOMET
MAHOMET JOHN
5606 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	11,777	0	0	0.27	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	2476
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$214,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/30/2016	7812 91	835 147A	$197,400	VALID IMPROVED PROPERTY	ANGLIN RONNIE	MAHOMET, MARGARET & JOHN
11/30/2016	7812 91	835 147A	$197,400	VALID IMPROVED PROPERTY	ANGLIN RONNIE	MAHOMET, MARGARET & JOHN
4/13/2006	5669 23	835 147A	$185,700	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	ANGLIN RONNIE
1/25/2005	5217 65	735 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$219,200	$197,400	$213,400
	Land Value	$25,000	$25,000	$24,017
+	Improvement Value	$214,200	$189,200	$168,577
+	Accessory Value	$5,000	$5,000	$4,806
=	**Current Value**	**$244,200**	**$219,200**	**$197,400**

Photos

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Summary

Parcel Number	08099A000184
Location Address	5602 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 69 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.29
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (LC)
Landlot/District	N/A

View Map

Owner

BRENDA D PICKETT
5602 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	12,553	0	0	0.29	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1568
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$176,200
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/29/2014	7399 92	836 151A	$160,000	VALID IMPROVED PROPERTY	DOPP, HAZEL	PICKETT, BRENDA D
7/25/2014	7399 70		$0	DEED OF GIFT/NO SALE PRICE	DOPP MAURICE & HAZEL	DOPP, HAZEL
8/2/2005	5404 95	835 147A	$162,900		MADISON CREEK BUILDERS, INC	DOPP MAURICE
1/25/2005	5217 65	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS LLC	MADISON CREEK BUILDERS, INC

Valuation

		2019	2018	2017
	Previous Value	$174,900	$156,200	$162,200
	Land Value	$25,000	$25,000	$25,000
+	Improvement Value	$176,200	$144,900	$126,200
+	Accessory Value	$5,000	$5,000	$5,000
=	**Current Value**	**$206,200**	**$174,900**	**$156,200**

Sketches

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Summary

Parcel Number	08099A000185
Location Address	5598 ASHMOORE CT
Legal Description	MADISON CREEK S/D LOT 70 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	0.34
Neighborhood	08022 Madison Creek (08022)
Homestead Exemption	Yes (L3)
Landlot/District	N/A

View Map

Owner

REUBEN GEGENHEIMER
GEGENHEIMER JOVONNA
5598 ASHMOORE CT
FLOWERY BRANCH, GA 30542

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	08022 Madison Creek	Lot	14,830	0	0	0.34	1

Residential Improvement Information

Style	1 Family (Single Family)
Heated Square Feet	1831
Interior Walls	Sheetrock
Exterior Walls	Masonry/Siding
Foundation	Slab
Attic Square Feet	0
Basement Square Feet	0
Year Built	2005
Roof Type	Asphalt Shingle
Flooring Type	Carpet/Hardwood
Heating Type	Central Heat/AC
Number Of Rooms	5
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$186,000
Condition	Average
Fireplaces\Appliances	METAL FP 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2005	1x1 / 1	1	$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/26/2012	7041 361	836 151A	$143,000	VALID IMPROVED PROPERTY	WILSON, BERTIE M	GEGENHEIMER REUBEN
3/17/2006	5636 285	835 147A	$183,300	VALID IMPROVED PROPERTY	MADISON CREEK BUILDERS, INC	WILSON, BERTIE M
5/11/2005	5317 420	835 147A	$267,000	ADJOINING PROPERTY	JIM CROW ROAD PARTNERS, LLC	MADISON CREEK BUILDERS, INC

Valuation

	2019	2018	2017
Previous Value	$185,600	$166,600	$173,100
Land Value	$25,000	$25,000	$25,000
+ Improvement Value	$186,000	$155,600	$136,600
+ Accessory Value	$5,000	$5,000	$5,000
= **Current Value**	**$216,000**	**$185,600**	**$166,600**

Photos

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Summary

Parcel Number	08099 000004
Location Address	MCEVER RD
Legal Description	MCEVER ROAD (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	HB Note: Refer to map zoning layer for official zoning.
Tax District	FLOWERY BRANCH (District 03)
Millage Rate	31.952
Acres	15
Neighborhood	Commercial - General (40000)
Homestead Exemption	No (S0)
Landlot/District	99 / 8

View Map

Owner

JANE WOOD R/A BANKS
ET AL
C/O REGIONS BANK TRUST DEPT
P O BOX 937
GAINESVILLE, GA 30503

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Flowery Branch-McEver	Square Feet	653,400	0	0	15	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
	1420 299-		$0			

Valuation

	2019	2018	2017
Previous Value	$750,000	$750,000	$750,000
Land Value	$1,238,700	$750,000	$750,000
+ Improvement Value	$0	$0	$0
+ Accessory Value	$0	$0	$0
= **Current Value**	**$1,238,700**	**$750,000**	**$750,000**

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

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Development Planning & Engineering, Inc.

Elevations
Jim Crow Road
Partners
PUD

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

Development Planning & Engineering, Inc.

Monument Sign Details Jim Crow Road Partners PUD

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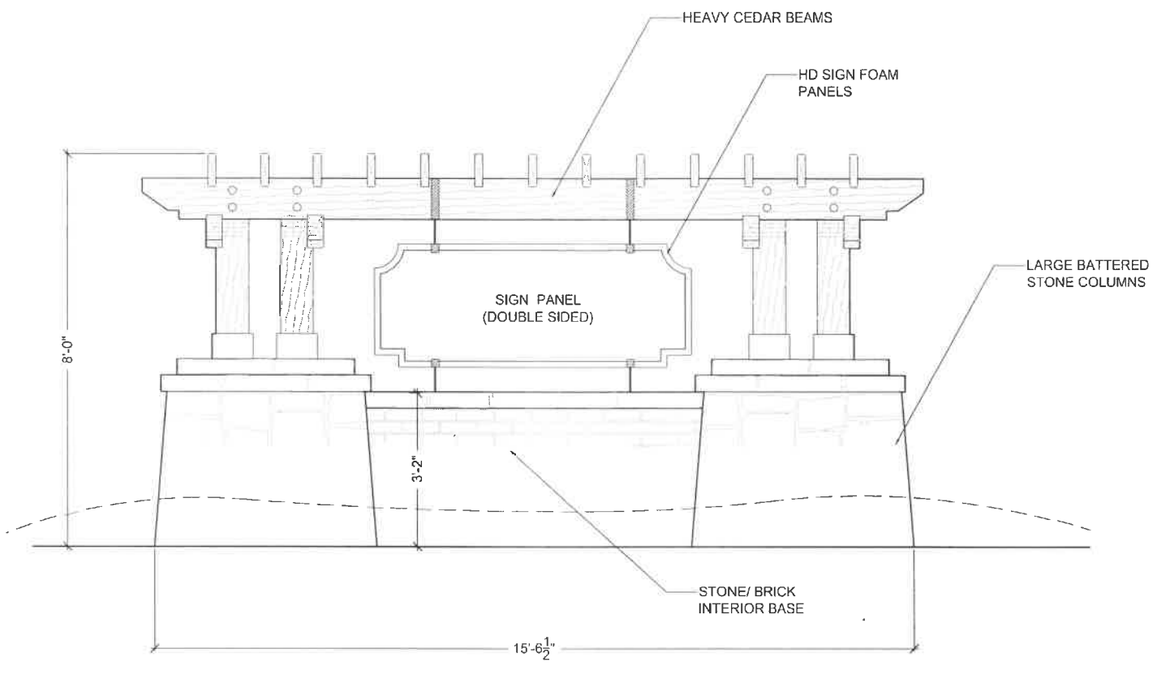
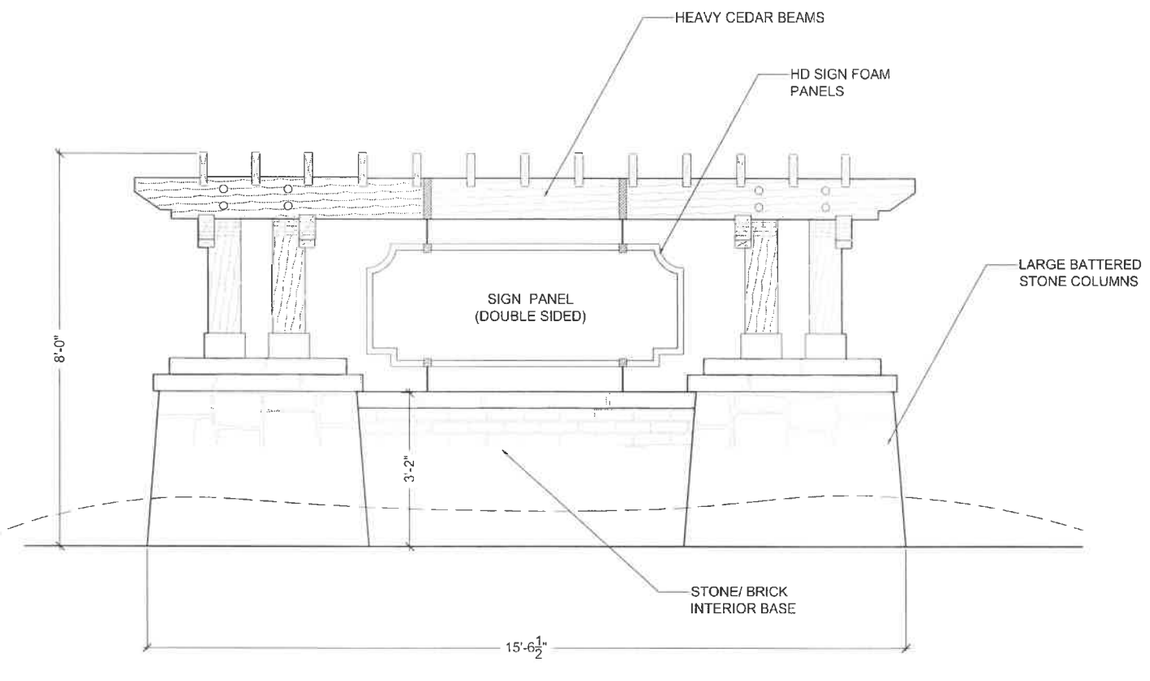


Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

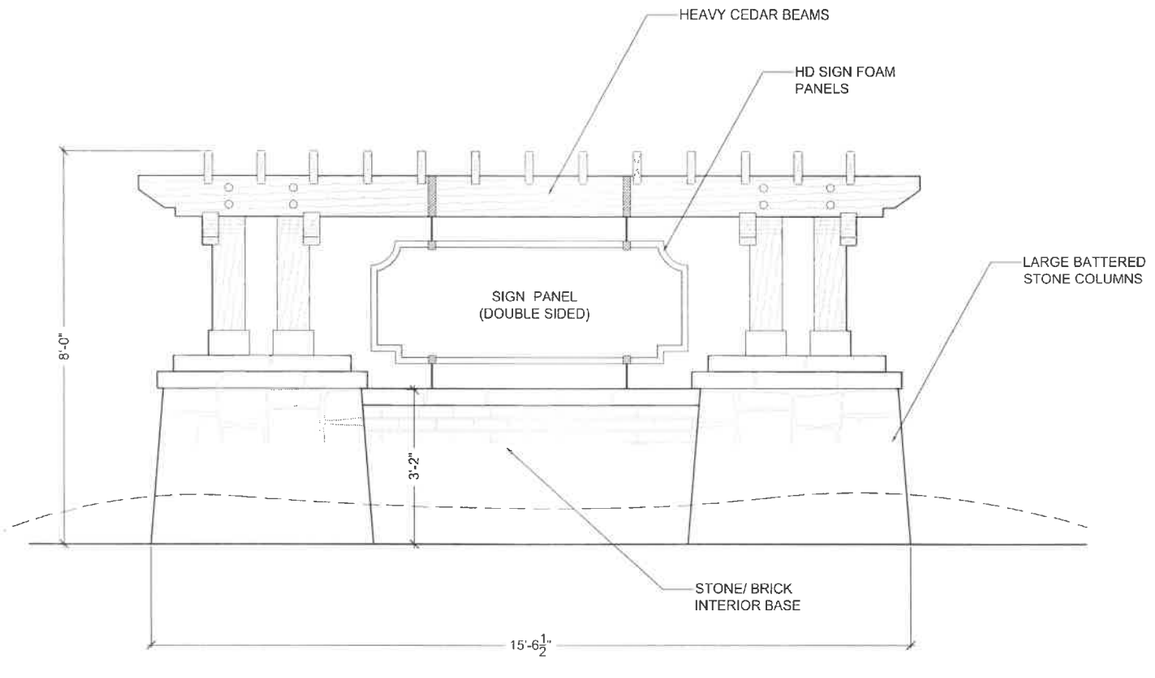
A



Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

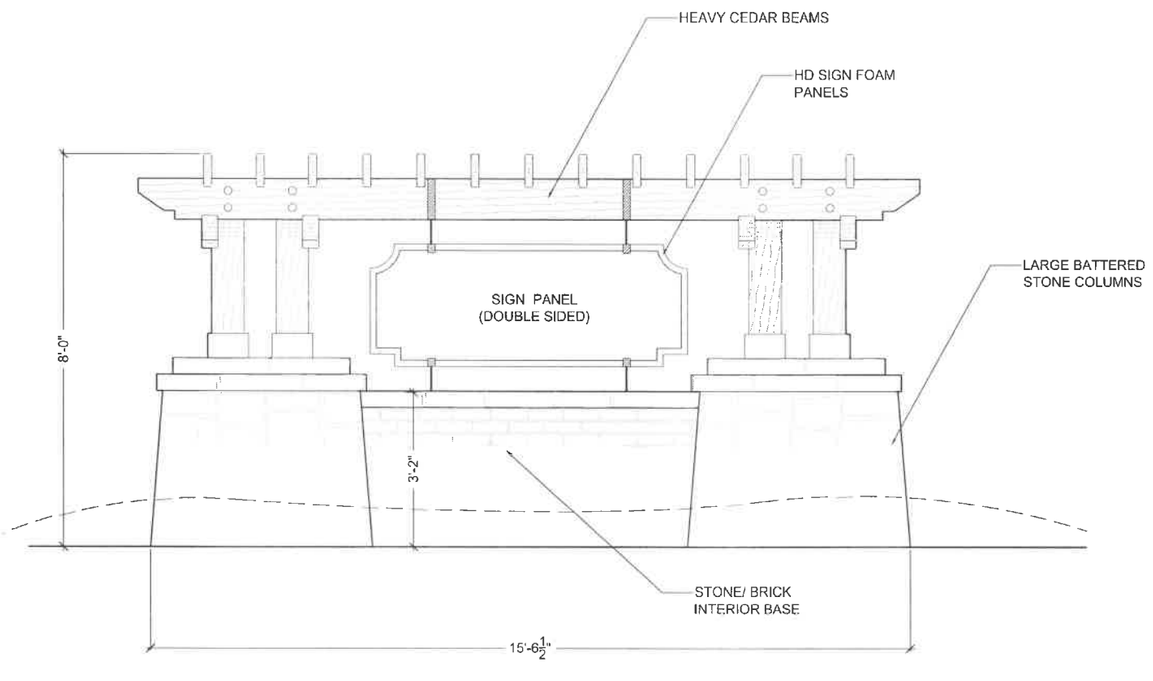
A



Brunson & Co.
LANDSCAPE ARCHITECTURE

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

A



Brunson & Co.
LANDSCAPE ARCHITECTS

JIM CROW TRACT
PRELIMINARY SIGN MONUMENT

A

Development Planning & Engineering, Inc.

Color Rendering of Site Plan Jim Crow Road Partners PUD

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.53 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/16/2019 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

Branson & Company

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.63 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY SUITE A
BUFORD, GA 30518

PREPARED FOR:

Development Planning & Engineering, Inc.

Brinson & Company
Civil Engineering

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.83 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 | 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

Branson & Company

SITE SUMMARY

GROSS/NET ACREAGE:	± 15.63 ACRES
CURRENT ZONING:	M1
PROPOSED ZONING:	PUD
PROPOSED TOWNHOUSE UNITS:	93
GROSS/NET DENSITY FOR PROPERTY:	5.95 UNITS/ACRE

A PROPOSED ENTRANCE MONUMENT - SITE PERSPECTIVE
NOT TO SCALE

SITE PLAN CONCEPT
SCALE: 1" = 50'

NORTH

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PARK BRIDGE SUBDIVISION

FLOWERY BRANCH, GEORGIA

12/11/2019 | 19-043

SITE PLAN CONCEPT

SHEET 1 OF 1

MB REGIONAL ENTERPRISES, LLC
5072 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518

PREPARED FOR:

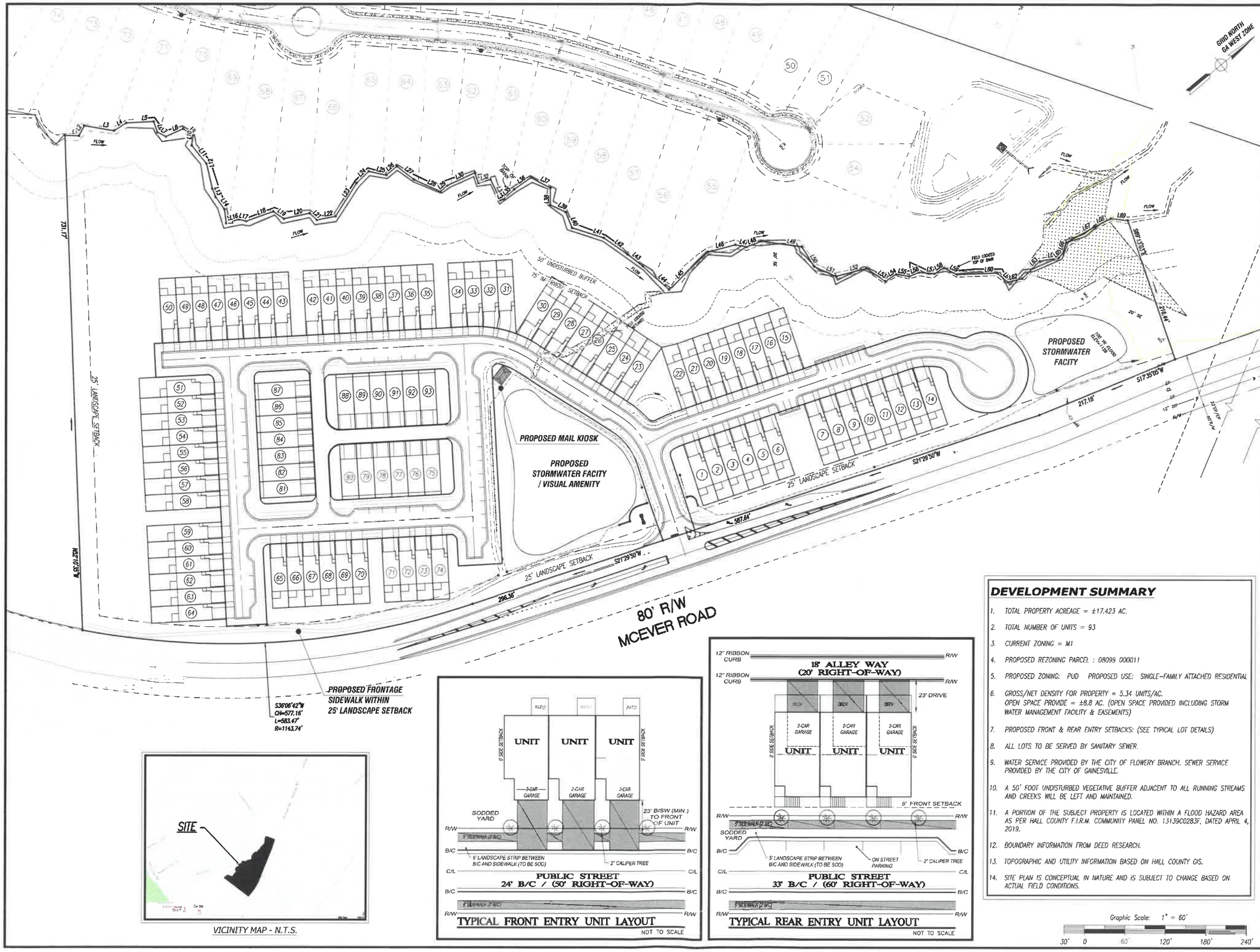
dle

Bradley & Company
Landscape Architects

Development Planning & Engineering, Inc.

Reduced Site Plan
Jim Crow Road Partners
Tract

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779



DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±17.423 AC.
2. TOTAL NUMBER OF UNITS = 93
3. CURRENT ZONING = M1
4. PROPOSED REZONING PARCEL : 08099 000011
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY ATTACHED RESIDENTIAL
6. GROSS/NET DENSITY FOR PROPERTY = 5.34 UNITS/AC. OPEN SPACE PROVIDE = ±8.8 AC. (OPEN SPACE PROVIDED INCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
7. PROPOSED FRONT & REAR ENTRY SETBACKS: (SEE TYPICAL LOT DETAILS)
8. ALL LOTS TO BE SERVED BY SANITARY SEWER.
9. WATER SERVICE PROVIDED BY THE CITY OF FLOWERY BRANCH. SEWER SERVICE PROVIDED BY THE CITY OF GAINESVILLE.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER HALL COUNTY F.I.R.M. COMMUNITY PANEL NO. 13139C0283F, DATED APRIL 4, 2019.
12. BOUNDARY INFORMATION FROM DEED RESEARCH.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.

dpe
Development Planning & Engineering, Inc.
civil · survey · transportation · utility
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

MB REGIONAL ENTERPRISES, LLC.
5072 BRISTOL IND. WAY
SUITE A
BUFORD, GA. 30518

PROJECT NAME:

JIM CROW ROAD PARTNERS TRACT

TASK:

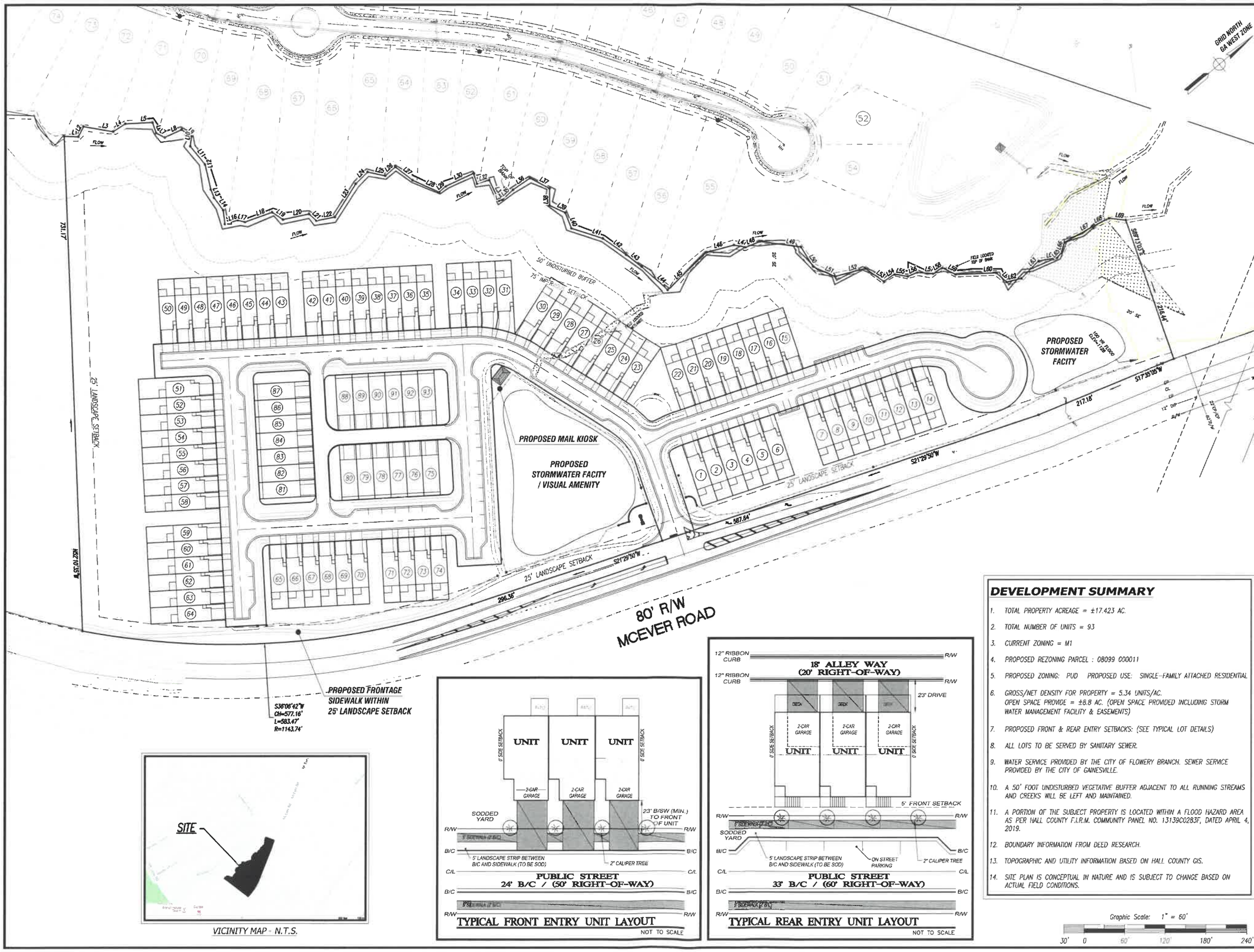
CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:

JIM CROW RD PARTNERS TRACT	Project Name
19-078	Project Number
McEVER ROAD	Project Address
99	Land Lot No.(s)
8th	District
FLOWERY BRANCH HALL COUNTY, GA.	County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 2
CHECKED	SHEET
12/12/19 DATE	19-078 PROJECT No.



VICINITY MAP - N.T.S.

TYPICAL FRONT ENTRY UNIT LAYOUT

NOT TO SCALE

TYPICAL REAR ENTRY UNIT LAYOUT

NOT TO SCALE

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±17.423 AC.
2. TOTAL NUMBER OF UNITS = 93
3. CURRENT ZONING = M1
4. PROPOSED REZONING PARCEL : 08099 000011
5. PROPOSED ZONING: PUD PROPOSED USE: SINGLE-FAMILY ATTACHED RESIDENTIAL
6. GROSS/NET DENSITY FOR PROPERTY = 5.34 UNITS/AC. OPEN SPACE PROVIDE = ±8.8 AC. (OPEN SPACE PROVIDED INCLUDING STORM WATER MANAGEMENT FACILITY & EASEMENTS)
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12. BOUNDARY INFORMATION FROM DEED RESEARCH.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.

Graphic Scale: 1" = 60'

30' 0 60' 120' 180' 240'

dpe
Development Planning & Engineering, Inc.
civil · sanitary · transportation · survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

MB REGIONAL ENTERPRISES, LLC.
5072 BRISTOL IND. WAY
SUITE A
BUFORD, GA. 30518

PROJECT NAME:

JIM CROW ROAD PARTNERS TRACT

TASK:

CONCEPTUAL REZONING EXHIBIT

PROJECT INFORMATION:

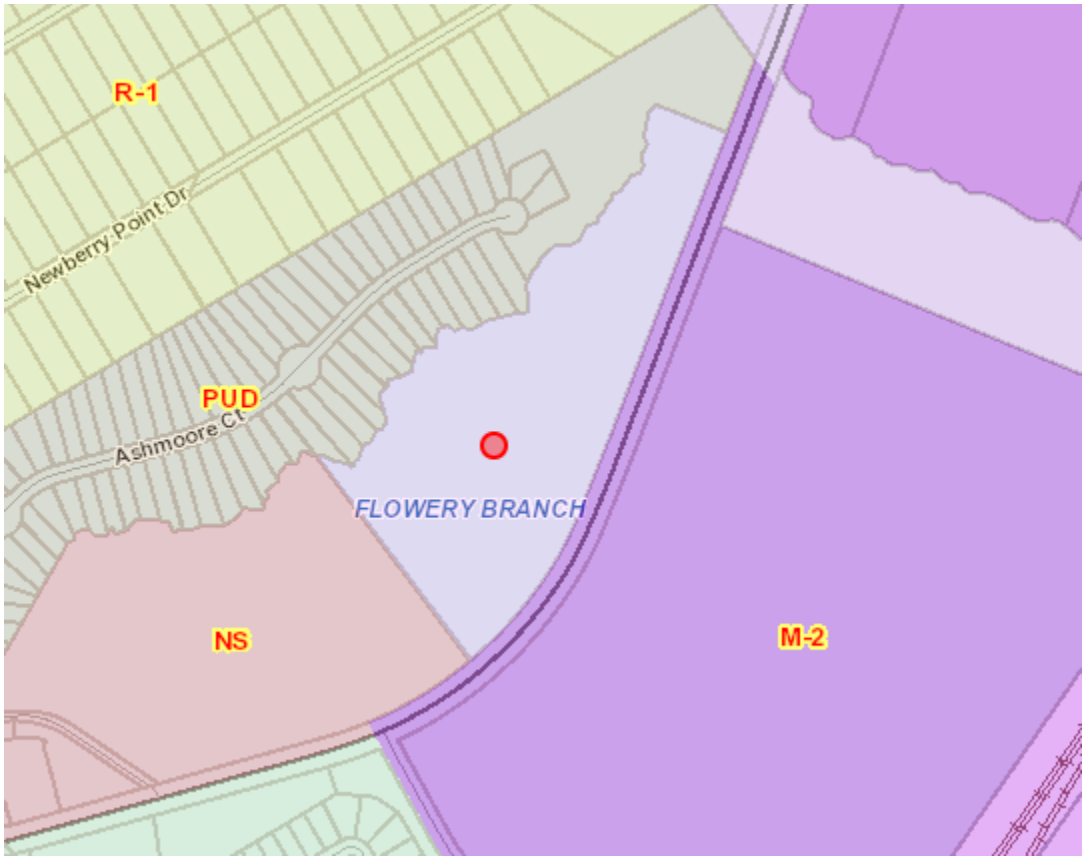
JIM CROW RD PARTNERS TRACT	Project Name
19-078	Project Number
McEVER ROAD	Project Address
99	Land Lot No.(s)
8th	District
FLOWERY BRANCH HALL COUNTY, GA.	County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 2
CHECKED	SHEET
12/12/19 DATE	19-078 PROJECT No.

Applicant: MB Regional Enterprises, LLC.
Property Owner: Jim Crow Road Partners, LLC.
Subject Property: 0 McEver Road; 08099 000011; 17.43+/- acres
Request: Rezone from M1 (Light Industrial) to PUD (Planned Unit Development) proposal is to construct 93 single family townhomes
Current Use: Vacant
Character Area: Mixed Use

A proposed rezoning from M-1 to PUD to develop a 93 single family townhome subdivision on McEver Road next to the recently approved McEver Road self-storage.



Mixed Use

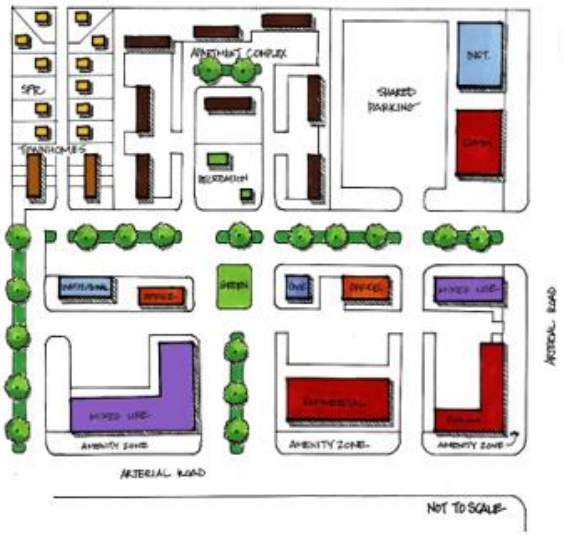
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

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

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

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

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



ILLUSTRATIVE MIXED-USE ACTIVITY CENTER

Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

Proposed site plan:

The proposed site design has some alley accessed lots a and limits itself to one cul-de-sac allowing for an easy flow through the entire project. Sidewalks are provided throughout the development.

PUD Description and Intent

This zoning district is intended primarily to implement the “Single-family residential” designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch, in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is also intended to implement the “suburban residential” character area established in the comprehensive plan but may also be used to implement the “traditional neighborhood development” character area.

PUD Zoning Requirements

The character, location, and appropriateness of the proposed mix of land uses and residential dwelling types; Not a mixed-use development as presented. However, with the self-storage and two commercial outparcels that were approved directly next door it could be considered a mixed-use development. The outparcel uses are unknown at this time but the applicant for McEver Self-Storage indicated a desire for office and/or restaurant.

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

Consistency with the objectives of this Article; Not consistent as submitted unless it is viewed holistically with the surrounding area.

Consistency with the comprehensive plan of the city; Again, an argument can be made that if viewed as part of the larger area it could be considered consistent with the adopted comprehensive plan.

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

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

Proposed Elevations

As proposed the elevations show two car garages with windows and decorative doors. The building materials are varied and have accent materials on each townhome.

Sewer Capacity

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

McEver Road Corridor (see corresponding powerpoint)

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has three approved subdivisions (199, 324 and 67 homes) currently under design or construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed site, if approved for residential use, would put the burden of services on other currently vacant parcels. In particular, the corner of McEver and Gainesville Street becomes almost definitively a mixed-use parcel or an N-S (Neighborhood Shopping) driven development. Staff is not opposed to the proposed project but encourages Council to look at the area as a whole and understand the need for services in this area.

Staff recommendation

This site as zoned (M-1) could add much needed commercial uses on the McEver Road Corridor. Additionally, there are M-1 uses next door (McEver Road Self-Storage) and across the street (SKF). However, the applicant has stated the land lends itself more to a small residential development. There is support for this argument as it will add more residents to the area and would be served by the outparcels on the McEver Self-Storage development and the commercial component that is part of the Park Haven subdivision on Gainesville Street/McEver Road.

Staff recommends approval of the request with the following conditions:

1. Applicant shall work with the owner of McEver Self-Storage in a good faith effort to provide access to the two proposed commercial outparcels. Plan shall be submitted and approved by the CD staff.
2. Applicant shall work with the owner of McEver Self-Storage in a good faith effort to provide a similar landscape plan along McEver Road as approved as part of McEver Self-Storage rezoning case dated August 15, 2019 and modified on February 6, 2020. Plan shall be submitted and approved by the CD staff.
3. Driveway lengths on non-alley fed lots must be 23’ from back of sidewalk.
4. Two car garages are required for each unit.
5. Detailed landscape plan required at time of LDP. Street landscaping and street trees must be shown.
6. Homeowners Association is required.

7. Elevations must be consistent with those submitted as part of this application dated 12/12/2019 (or as submitted and approved as part of the adopting ordinance).
8. Site shall generally adhere to the site plan submitted on 12/12/2019 (or as submitted and approved as part of the adopting ordinance).
9. Major changes as determined by staff shall require review by City Council.
10. Water and Sewer shall be provided by Flowery Branch.

Flowery Branch

McEver Road Corridor

February 6, 2020

McEver Road Corridor

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

Currently

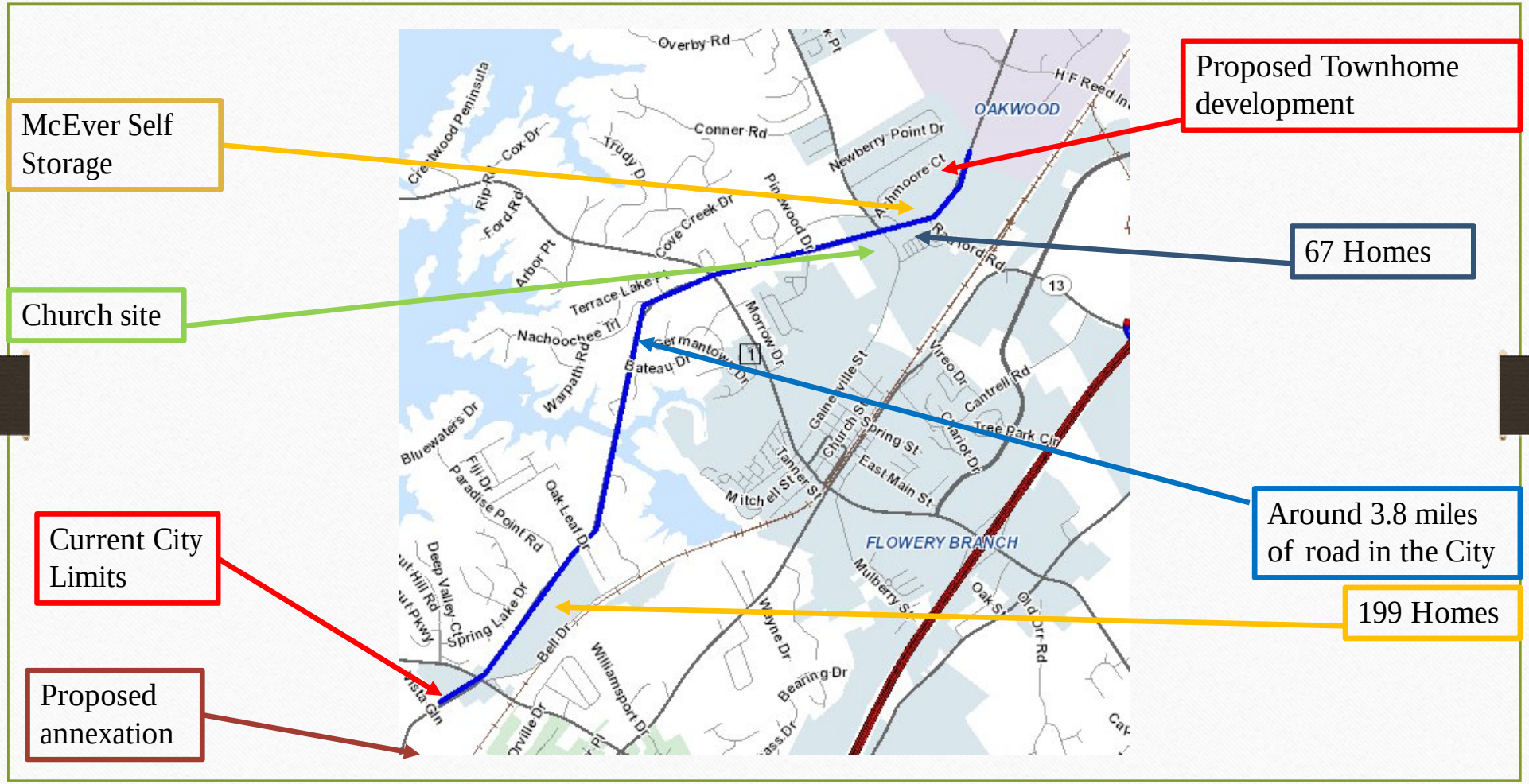
- Approximately 3.8 +/- miles of road that run through the City
- City only controls a small portion of this road
- City controls two very important intersections – McEver and Gaines Ferry Road and McEver and Gainesville Street

Projects

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

Projects

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

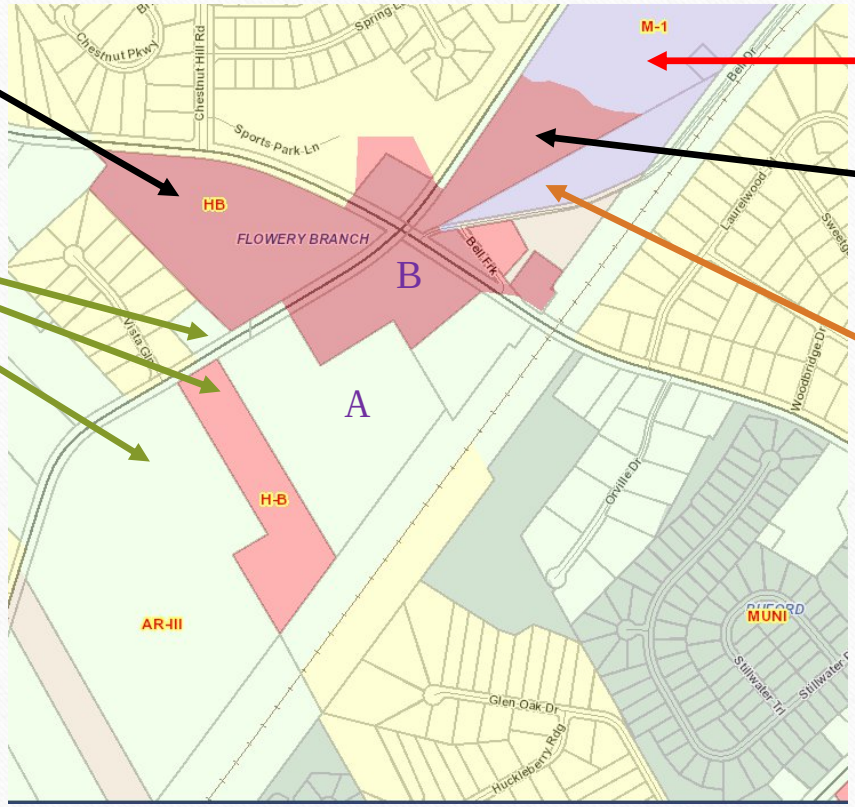

McEver Self Storage
Church site
Current City Limits
Proposed annexation
Proposed Townhome development
67 Homes
Around 3.8 miles of road in the City
199 Homes
OAKWOOD
FLOWERY BRANCH
Overby Rd
Conner Rd
Newberry Point Dr
Ashmoore Ct
Cove Creek Dr
Terrace Lake Pt
Nachoochee Trl
Warpath Rd
Bateau Dr
Morrow Dr
Cantrell Rd
Vireo Dr
Spring St
East Main St
Mitchell St
Tanner St
Church St
Mulberry St
Oak St
Old Orr Rd
Wayne Dr
Bearing Dr
Williamsport Dr
Bell Dr
Spring Lake Dr
Oak Leaf Dr
Paradise Point Rd
Bluewaters Dr
Deep Valley Ct
Cox Dr
Ford Rd
Arbor Pt
Trudy Dr
Crestwood Peninsula
H F Reed In
13
1

Corner of McEver & Gaines Ferry

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

The Farm
Mixed-Use

Proposed
annexation
102 home
subdivision



Cotter
Harvey 199
Homes

Vacant HB

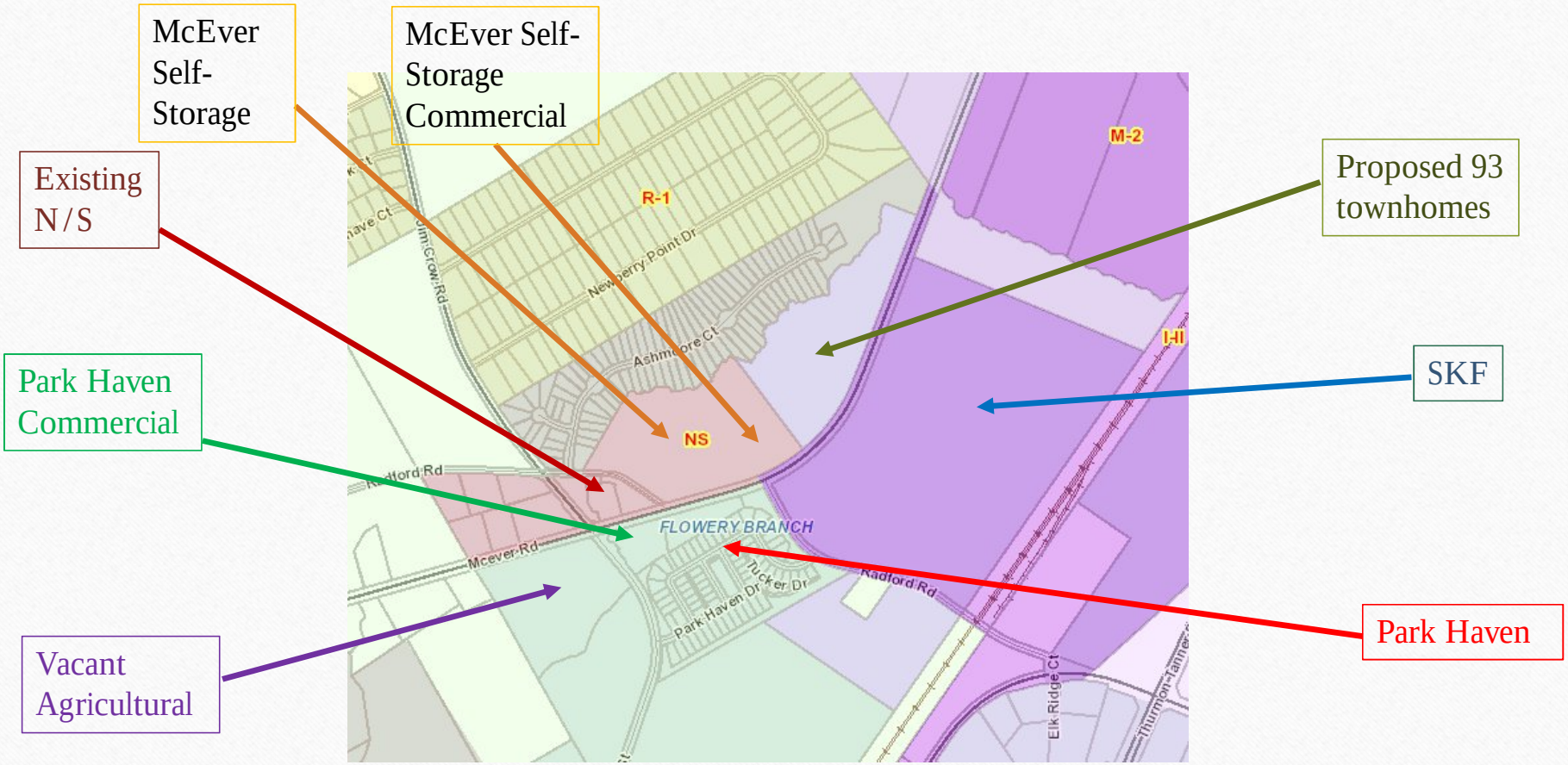
Boat Storage

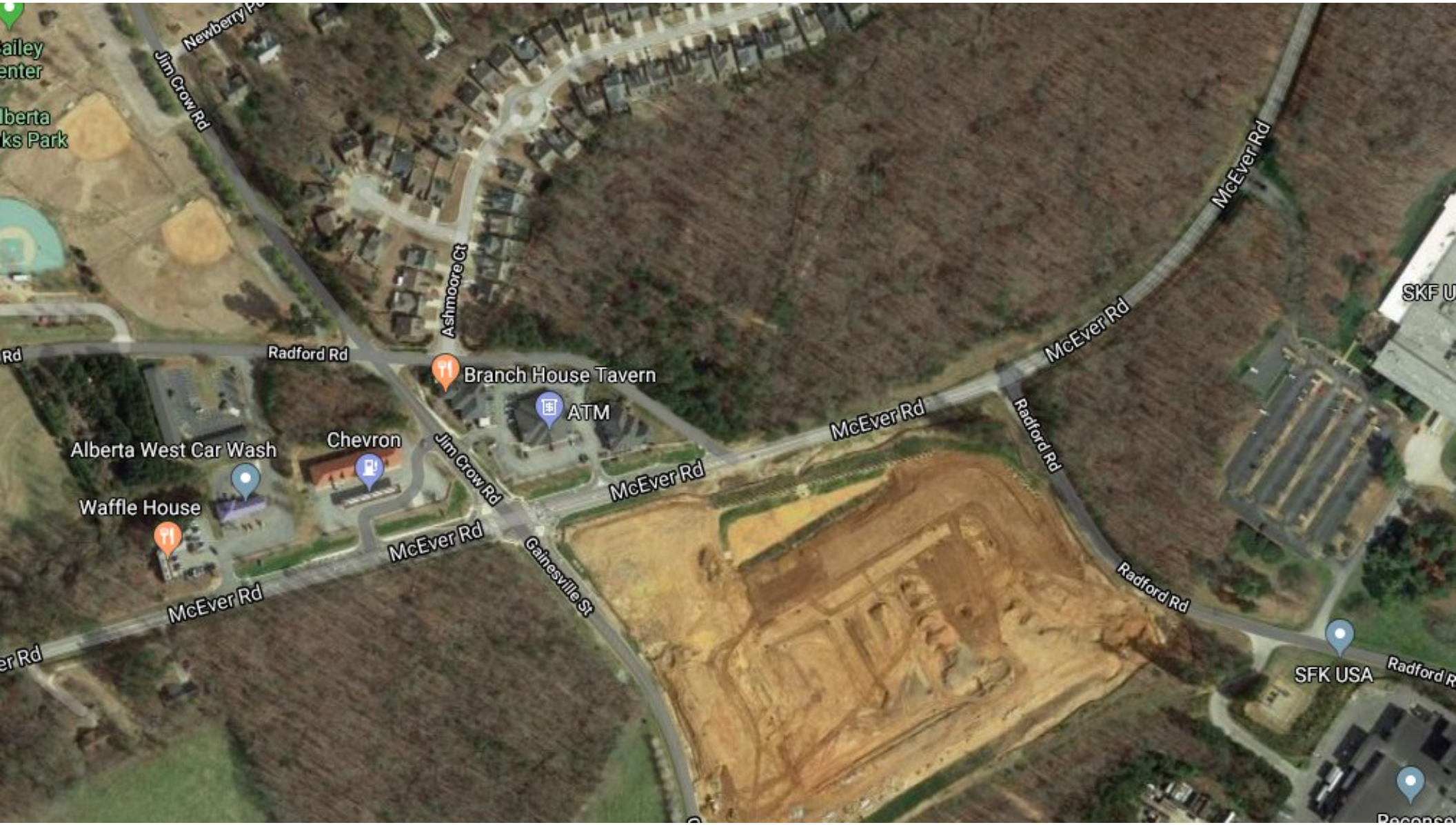
A &B
Parcels that
would help
create a
cohesive mixed-
use project

Gaines Ferry Rd
Soulflower, Gifts
& Apothecary
McEver Rd
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Bell Dr
Boat Masters
McEver Rd
Gaines Ferry Rd
Gaines Ferry Rd
McEver Rd
Lakeside Package
Pure
Gaines Ferry Rd
Gaines Ferry Rd
Hall County
Fire Station 8

Corner of McEver & Gainesville Street

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


McEver Self-Storage
McEver Self-Storage Commercial
Existing N/S
Park Haven Commercial
Vacant Agricultural
Proposed 93 townhomes
SKF
Park Haven
R-1
M-2
I-H
NS
Newberry Point Dr
Ashmore Ct
Jim Crow Rd
Radford Rd
Mcever Rd
FLOWERY BRANCH
Tucker Dr
Park Haven Dr
Elk Ridge Ct


Newberry Pl
Jim Crow Rd
Ashmoore Ct
Radford Rd
Branch House Tavern
ATM
McEver Rd
McEver Rd
McEver Rd
Radford Rd
Alberta West Car Wash
Chevron
Jim Crow Rd
McEver Rd
Waffle House
McEver Rd
Gainesville St
McEver Rd
Radford Rd
SFK USA
SKF U

Corridor Development

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a request by Mr. Bret Clark to amend his approved site plan associated with McEver Self-Storage ordinance # 580.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
On September 9, 2019 City Council approved Ordinance No.580 (attached). This ordinance amended the official zoning map of the City rezoning a 13.42 +/- parcel of land from N-S (Neighborhood Shopping) to M-1 (Light Industrial), granting the applicant, Mr. Bret Clark, the ability to construct a self-storage project as well as two commercial out-parcels (two parcels that retained the N-S zoning designation). As part of the rezoning a site plan was approved by Council. Due to some topography challenges the applicant has altered the layout of the site. Additionally, please note the overall site acreage has decreased from 16.39 acres to 14.96 acres after a new site survey was completed. Staff felt it significant enough to bring it back through as a work session item for review.

FACTS AND ISSUES:
Listed below are the proposed changes. Staff does not feel this will impact the overall project approval and does not recommend the case be brought back for further review.

Proposed changes to tract 3 (the self-storage portion):
1. Less disturbed acreage (+/- .9 acres)
2. Approximately 3,000 square feet of additional climate-controlled storage space
3. 3 less covered boat/RV spaces
4. Increase in open space +/- .9 acres

OPTIONS:
Approve the new site plan or deny the changes and have the rezoning brought back through for formal Council review and vote.

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve changes

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Proposed Site Changes - McEver Serlf-Storage.pdf

McEver Self-Storage
Proposed Site Changes

On September 9, 2019 City Council approved Ordinance No.580 (attached). This ordinance amended the official zoning map of the City rezoning a 13.42 +/- parcel of land from N-S (Neighborhood Shopping) to M-1 (Light Industrial) granting the applicant, Mr. Bret Clark, the ability to construct a self-storage project as well as two commercial out-parcels (two parcels that retained the N-S zoning designation). As part of the rezoning a site plan was approved by Council. Due to some topography challenges the applicant has altered the layout of the site. Additionally, please note the overall site acreage has decreased from 16.39 acres to 14.96 acres after a new site survey was completed. Staff felt it significant enough to bring it back through as a work session item for review. The approved site plan and the proposed site plan are attached. Listed below are the proposed changes. Staff does not feel this will impact the overall project approval and does not recommend the case be brought back for further review.

Proposed changes to tract 3 (the self-storage portion):

1. Less disturbed acreage (+/- .9 acres)
2. Approximately 3,000 square feet of additional climate-controlled storage space
3. 3 less covered boat/RV spaces
4. Increase in open space +/- .9 acres

APPROVED

VICINITY MAP
1"=1,000'

LINE TABLE

LINE	LENGTH (FT)	BEARING
L24	752.88	S53°04'41"E
L25	110.51	S62°44'46"W
L26	282.31	N56°20'29"W
L27	73.70	S84°48'56"W
L28	539.60	N29°48'55"E
L29	37.12	N38°40'19"E
L30	37.80	N64°53'09"E
L31	36.22	S57°56'40"E
L32	22.24	N62°45'23"E
L33	20.06	S45°25'13"E
L34	84.16	N55°08'30"E
L35	85.10	N87°57'51"E
L36	42.99	S39°39'02"E
L37	42.22	N83°30'49"E
L38	48.64	N68°43'21"E
L39	50.53	S84°27'47"E
L40	83.65	N50°23'29"E
L41	52.53	S82°33'45"E
L42	16.02	N03°51'56"E
L43	35.33	N32°53'38"E
L44	17.42	N60°26'19"W
L45	40.48	N57°23'38"E
L46	11.00	N14°23'54"E
L47	752.88	S53°04'41"E
L48	110.51	S62°44'46"W
L49	282.31	N56°20'29"W
L50	73.70	S84°48'56"W
L51	539.60	N29°48'55"E
L52	37.12	N38°40'19"E
L53	37.80	N64°53'09"E
L54	36.22	S57°56'40"E
L55	22.24	N62°45'23"E
L56	20.06	S45°25'13"E
L57	84.16	N55°08'30"E
L58	85.10	N87°57'51"E
L59	42.99	S39°39'02"E
L60	42.22	N83°30'49"E
L61	48.64	N68°43'21"E
L62	50.53	S84°27'47"E
L63	83.65	N50°23'29"E
L64	52.53	S82°33'45"E
L65	16.02	N03°51'56"E
L66	35.33	N32°53'38"E
L67	17.42	N60°26'19"W
L68	40.48	N57°23'38"E
L69	11.00	N14°23'54"E

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	274.83	093.28	14°24'10"	S 53°12'54" W	274.10'
C2	258.76'	2079.16'	7°07'51"	S 71°00'33" W	258.60'
C3	395.35	1036.13	21°27'26"	S 74°02'33" W	393.33'
C4	162.90'	308.19'	30°17'06"	N 71°03'11" W	161.0'
C5	66.96	571.13	6°43'04"	S 89°02'12" W	66.92'

TYPPICAL SECURITY FENCE PICTURE
NTS

TRACT 3
CURRENT ZONING: NS
PROPOSED ZONING: M-1

AREA: 13.42 AC

PROPOSED USE:
SELF STORAGE: 101,000 SF = 800 UNITS
OFFICE: 840 SF
COVERED BOAT/RV STORAGE: 107 SPACES

PROPOSED BUILDING HEIGHT: 35'
MAXIMUM NUMBER OF STORIES: 4
MAXIMUM LOT COVERAGE: NA

PARKING
SELF STORAGE
MINIMUM PARKING REQUIRED: 20 SP (1 SP / 40 UNITS)
MAXIMUM PARKING ALLOWED: 32 (1 SP / 25 UNITS)
OFFICE
MINIMUM PARKING REQUIRED: 2 SP (1SP / 300 SF)
MAXIMUM PARKING ALLOWED: 3 SP (1SP / 250 SF)

MINIMUM PARKING REQUIRED: 22 SP
MAXIMUM PARKING ALLOWED: 35 SP
PARKING PROVIDED: 30 SP

OPEN SPACE REQUIRED: 1.34 AC (10%)
OPEN SPACE PROPOSED: 2.89 AC (21.5%)

SETBACKS
FRONT: 25'
SIDE: 15'
REAR: 25' / 60' ADJACENT TO RESIDENTIAL

MINIMUM NATURAL BUFFER ADJACENT TO RESIDENTIAL: 50'

LANDSCAPE STRIP ALONG RIGHT OF WAY: 30'

TRACT 2
CURRENT ZONING: NS
PROPOSED ZONING: NS

AREA: 1.27 AC

MAXIMUM NUMBER OF STORIES ALLOWED: 3
MAXIMUM BUILDING HEIGHT ALLOWED: 35'

MAXIMUM LOT COVERAGE ALLOWED: 45%

OPEN SPACE REQUIRED: 15%

SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 20'

LANDSCAPE STRIP ALONG MCEVER RD: 10'
LANDSCAPE STRIP ADJACENT TO NON-RESIDENTIAL: 5'

TRACT 1
CURRENT ZONING: NS
PROPOSED ZONING: NS

AREA: 1.46 AC

MAXIMUM NUMBER OF STORIES ALLOWED: 3
MAXIMUM BUILDING HEIGHT ALLOWED: 35'

MAXIMUM LOT COVERAGE ALLOWED: 45%

OPEN SPACE REQUIRED: 15%

SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 20'

LANDSCAPE STRIP ALONG MCEVER RD: 10'
LANDSCAPE STRIP ADJACENT TO NON-RESIDENTIAL: 5'

SUMMARY
PARCEL: 08099000004

CURRENT ZONING: NS
PROPOSED ZONING: M-1 / NS

TOTAL AREA: 16.39 AC

WATER AND SEWER SERVICE PROVIDED BY FLOWERY BRANCH

BOUNDARY INFORMATION BASED ON SURVEY BY ATWELL FOR RIDGE 19, LLC DATED 3-15-19

TOPOGRAPHIC INFORMATION BASED ON HALL COUNTY GIS

THIS SITE DOES NOT LIE IN A FEMA DESIGNATED FLOOD HAZARD AREA PER FIRM PANEL 13139C0283G, DATED APRIL 4, 2018

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

PREPARED BY
PRIMUS ENGINEERING, INC
CIVIL ENGINEERING - LAND PLANNING - SITE DESIGN
3010 HAMILTON MILL RD.
BUFORD, GA 30519
CONTACT:
Byron J. Arceneaux, P.E.
(o) 678 858-3842
(f) 678 261-6425
byron@primusatlanta.com

PREPARED FOR
RIDGE 19, LLC

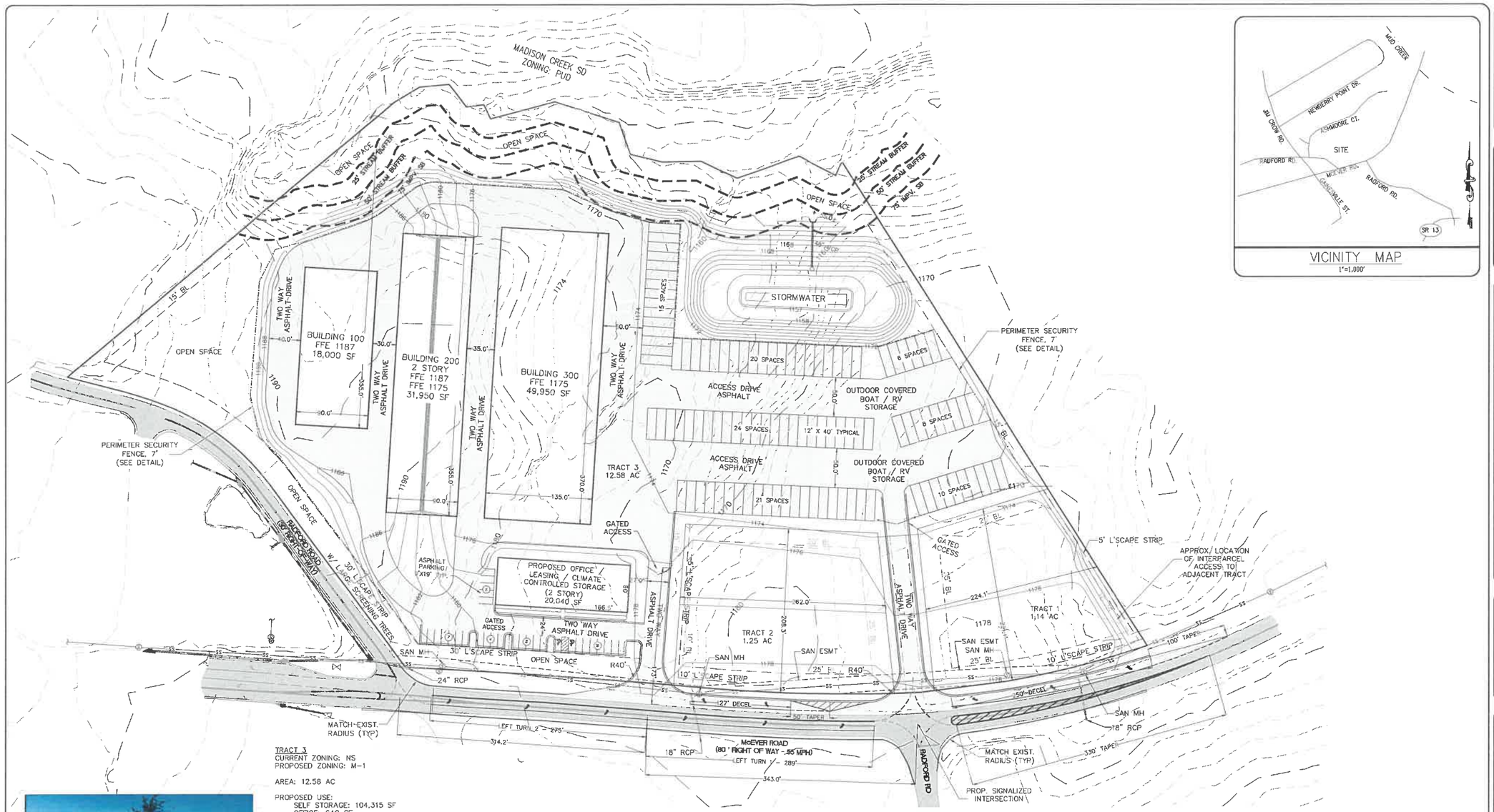
MCEVER RD. TRACT
PARCEL: 08099 000004
LL 99, 5TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

CONCEPT PLAN

SIGNED / SEALED
GEORGIA REGISTERED PROFESSIONAL ENGINEER J. ARCENEAUX
GSWCC CERTIFICATION NO. 0000006899

No.	REVISION	DATE

DESIGNED BY: BJA
DRAWN BY: BJA
CHECKED BY: BJA
7-16-19
SCALE 1"=60'
SHEET 01
19005



VICINITY MAP
1"=1,000'

TYPPICAL SECURITY FENCE PICTURE
NTS

TRACT 3
CURRENT ZONING: NS
PROPOSED ZONING: M-1

AREA: 12.58 AC

PROPOSED USE:
SELF STORAGE: 104,315 SF
OFFICE: 640 SF
COVERED BOAT/RV STORAGE: 104 SPACES

PROPOSED BUILDING HEIGHT: 35'
MAXIMUM NUMBER OF STORIES: 4
MAXIMUM LOT COVERAGE: NA

PARKING
SELF STORAGE
MINIMUM PARKING REQUIRED: 20 SP (1 SP / 40 UNITS)
MAXIMUM PARKING ALLOWED: 32 (1 SP / 25 UNITS)
OFFICE
MINMUM PARKING REQUIRED: 2 SP (1SP / 300 SF)
MAXIMUM PARKING ALLOWED: 3 SP (1SP / 250 SF)

MINIMUM PARKING REQUIRED: 22 SP
MAXIMUM PARKING ALLOWED: 35 SP
PARKING PROVIDED: 30 SP

OPEN SPACE REQUIRED: 1.34 AC (10%)
OPEN SPACE PROPOSED: 3.19 AC (25.4%)

SETBACKS
FRONT: 25'
SIDE: 15'
REAR: 25' / 60' ADJACENT TO RESIDENTIAL

MINIMUM NATURAL BUFFER ADJACENT TO RESIDENTIAL: 50'

LANDSCAPE STRIP ALONG RIGHT OF WAY: 30'

TRACT 2
CURRENT ZONING: NS
PROPOSED ZONING: NS

AREA: 1.25 AC

MAXIMUM NUMBER OF STORIES ALLOWED: 3
MAXIMUM BUILDING HEIGHT ALLOWED: 35'

MAXIMUM LOT COVERAGE ALLOWED: 45%

OPEN SPACE REQUIRED: 15%

SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 20'

LANDSCAPE STRIP ALONG MCEVER RD: 10'
LANDSCAPE STRIP ADJACENT TO NON-RESIDENTIAL: 5'

TRACT 1
CURRENT ZONING: NS
PROPOSED ZONING: NS

AREA: 1.14 AC

MAXIMUM NUMBER OF STORIES ALLOWED: 3
MAXIMUM BUILDING HEIGHT ALLOWED: 35'

MAXIMUM LOT COVERAGE ALLOWED: 45%

OPEN SPACE REQUIRED: 15%

SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 20'

LANDSCAPE STRIP ALONG MCEVER RD: 10'
LANDSCAPE STRIP ADJACENT TO NON-RESIDENTIAL: 5'

SUMMARY
PARCEL: 08099000004

CURRENT ZONING: NS
PROPOSED ZONING: M-1 / NS

TOTAL AREA: 14.96 AC

WATER AND SEWER SERVICE PROVIDED BY FLOWERY BRANCH

BOUNDARY INFORMATION BASED ON SURVEY BY ATWELL FOR RIDGE 19, LLC DATED 10-2-19

TOPOGRAPHIC INFORMATION BASED ON HALL COUNTY GIS

THIS SITE DOES NOT LIE IN A FEMA DESIGNATED FLOOD HAZARD AREA PER FIRM PANEL 13139C0283G, DATED APRIL 4, 2018

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

PREPARED BY
PRIMUS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SITE DESIGN
3010 HAMILTON MILL RD.
BUFORD, GA 30519
CONTACT:
Byron J. Arceneaux, P.E.
(o) 678 858-3842
(f) 678 251-5425
byron@primusatlanta.com

PREPARED FOR
RIDGE 19, LLC

MCEVER RD. TRACT
PARCEL: 08099 000004
LL 99, 5TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

CONCEPT PLAN

SIGNED / SEALED
GEORGIA REGISTERED PROFESSIONAL ENGINEER BYRON J. ARCENEAUX
GSWCC CERTIFICATION NO. 0000006899

No.	REVISION	DATE

DESIGNED BY: BJA
DRAWN BY: BJA
CHECKED BY: BJA
SCALE 1"=60'
SHEET 01
11-13-19
19005

Public Hearing Published	06/27/2019	First Reading	07/18/2019
Public Hearing	07/18/2019	Adopted	09/05/2019

ORDINANCE NO. 580

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING 13.42 +/- ACRES OF LAND OWNED BY JANE WOOD BANKS C/O REGIONS BANK TRUST DEPARTMENT COMMONLY KNOWN AS 0 MCEVER ROAD, IDENTIFIED AS TAX PARCEL 08099 000004 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM NS (NEIGHBORHOOD SHOPPING) TO M1 (LIGHT INDUSTRIAL) 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, Lauderdale Properties LLC desires to develop a 13.42 +/- acre portion of tax parcel 08099 000004; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

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

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

WHEREAS, the City Council held a public hearing at the meeting of July 18, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of a portion of the parcel from Flowery Branch NS (Neighborhood Shopping) to Flowery Branch M1 (Light Industrial) 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.

601

3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current NS (Neighborhood Shopping) as opposed to the proposed M1 (Light Industrial).

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 changes to the PUD.

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

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be rezoned M1 (Light Industrial). Conditions are set forth in Exhibit "C". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Exhibit "A"

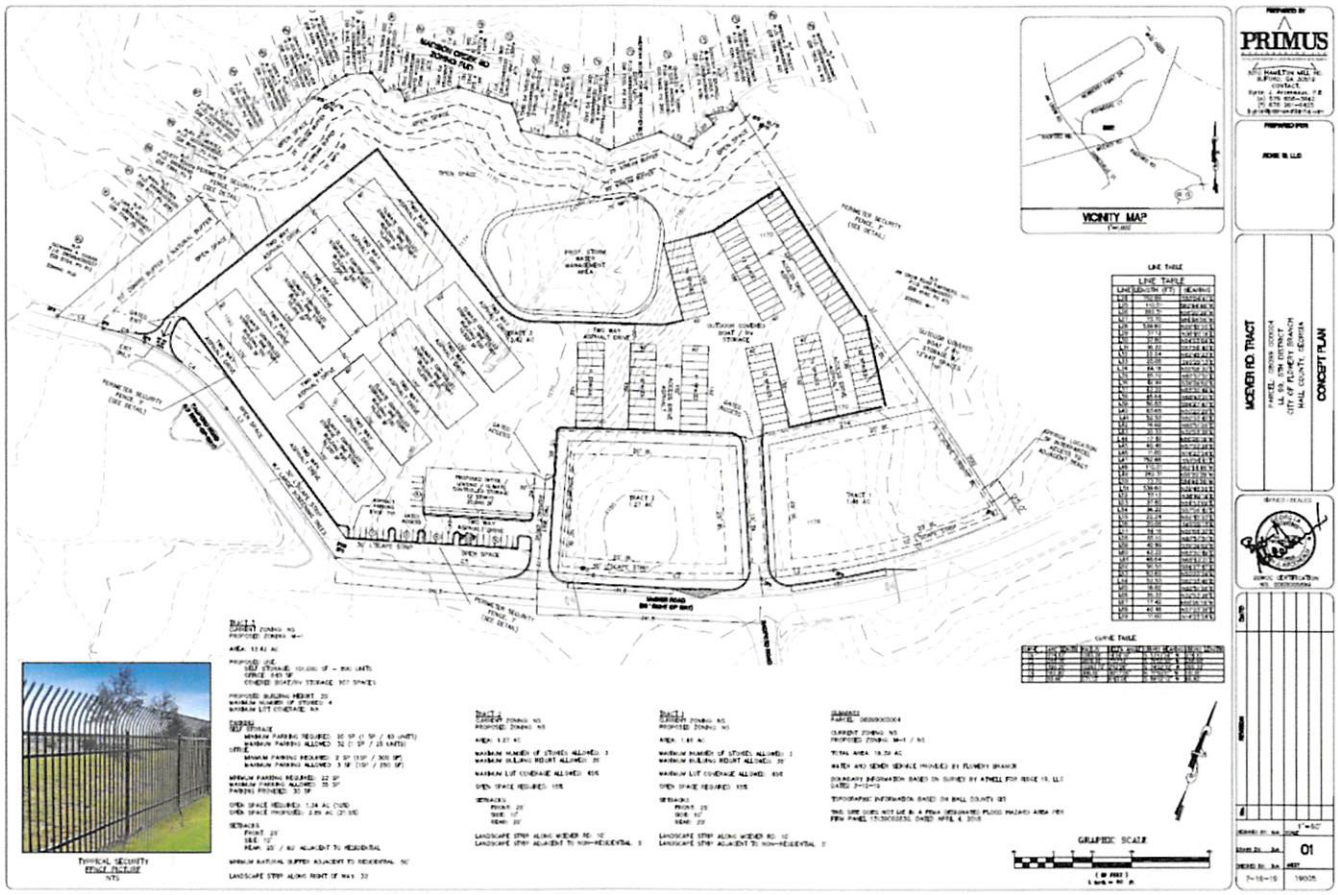

PRIMUS
VICINITY MAP
LINE TABLE
CURVE TABLE
GRAPHIC SCALE
MONEY RD TRACT
CONCEPT PLAN
TYPICAL SECURITY FENCE DETAIL
NTS

Exhibit "B"

Legal Description,
Proposed Lot 1

A parcel of land situated in Land Lot 99, of the 5th District, of Hall County, Georgia, said parcel being more particularly described as follows:

Begin at a set 5/8 inch capped rebar stamped "LSF 1218", said point marking the intersection of the Northerly Right of Way of McEver Road (80' Right of Way per D.B. 4142, Pg. 47) and the Easterly Right of Way of Radford Road (30' Right of Way per P.B. 835, Pg. 147A); thence run North 56 degrees 20 minutes 29 seconds West along the aforementioned Right of Way of Radford Road for a distance of 282.31 feet to a point; said point lying on a curve to the left, said curve having a radius of 308.19 feet, a central angle of 30 degrees 17 minutes 06 seconds, a chord bearing of North 71 degrees 03 minutes 11 seconds West, and a chord distance of 161.01 feet; thence run along the arc of said curve and said Right of Way for a distance of 162.90 feet to a set 5/8 inch capped rebar stamped "LSF 1218", said point lying on a curve to the left, said curve having a radius of 571.13 feet, a central angle of 06 degrees 43 minutes 04 seconds, a chord bearing of South 89 degrees 02 minutes 12 seconds West, and a chord distance of 66.92 feet; thence run along the arc of said curve and said Right of Way for a distance of 66.96 feet to a set 5/8 inch capped rebar stamped "LSF 1218"; thence run South 84 degrees 48 minutes 56 seconds West along said Right of Way for a distance of 73.70 feet to a set 5/8 inch capped rebar stamped "LSF 1218"; thence leaving said Right of Way run North 29 degrees 48 minutes 55 seconds East for a distance of 539.60 feet to a point, said point lying on the centerline of a creek; thence run along the centerline of said creek the following calls:

North 38 degrees 40 minutes 19 seconds East for a distance of 37.12 feet;
North 64 degrees 53 minutes 09 seconds East for a distance of 37.80 feet;
South 57 degrees 56 minutes 40 seconds East for a distance of 36.22 feet;
North 62 degrees 45 minutes 23 seconds East for a distance of 22.24 feet;
South 45 degrees 25 minutes 13 seconds East for a distance of 20.06 feet;
North 55 degrees 08 minutes 30 seconds East for a distance of 84.16 feet;
North 87 degrees 57 minutes 51 seconds East for a distance of 85.10 feet;
South 39 degrees 39 minutes 02 seconds East for a distance of 42.99 feet;
North 83 degrees 30 minutes 49 seconds East for a distance of 42.22 feet;
North 68 degrees 43 minutes 21 seconds East for a distance of 48.64 feet;
South 84 degrees 27 minutes 47 seconds East for a distance of 50.53 feet;
North 50 degrees 23 minutes 29 seconds East for a distance of 83.65 feet;
South 82 degrees 33 minutes 45 seconds East for a distance of 52.53 feet;
North 03 degrees 51 minutes 56 seconds East for a distance of 16.02 feet;
North 32 degrees 53 minutes 38 seconds East for a distance of 35.33 feet;
North 60 degrees 26 minutes 19 seconds West for a distance of 17.42 feet;
North 57 degrees 23 minutes 38 seconds East for a distance of 40.48 feet;
North 14 degrees 23 minutes 54 seconds East for a distance of 11.00 feet;

Thence leaving the centerline of said creek run South 53 degrees 04 minutes 41 seconds East for a distance of 552.88 feet to a point; thence run South 57 degrees 25 minutes 03 seconds West for a distance of 273.66 feet to a point; thence run South 71 degrees 38 minutes 34 seconds West for a distance of 293.53 feet to a point; thence run South 15 degrees 26 minutes 12 seconds East for a distance of 200.82 feet to a point, said point lying on the aforementioned Northerly Right of Way of McEver Road, said point also lying on a non-tangent curve to the left, said curve having a radius of

10,263.13 feet, a central angle of 01 degrees 54 minutes 13 seconds, a chord bearing of South 73 degrees 53 minutes 27 seconds West, and a chord distance of 340.95 feet, thence run along the arc of said curve and said Right of Way for a distance of 340.96 feet to the POINT OF BEGINNING. Said parcel contains 584,661.8 Square Feet or 13.42 Acres.

604

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 5th day of September 2019.

James M. Miller, Mayor

ATTEST:

Melissa McCain, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

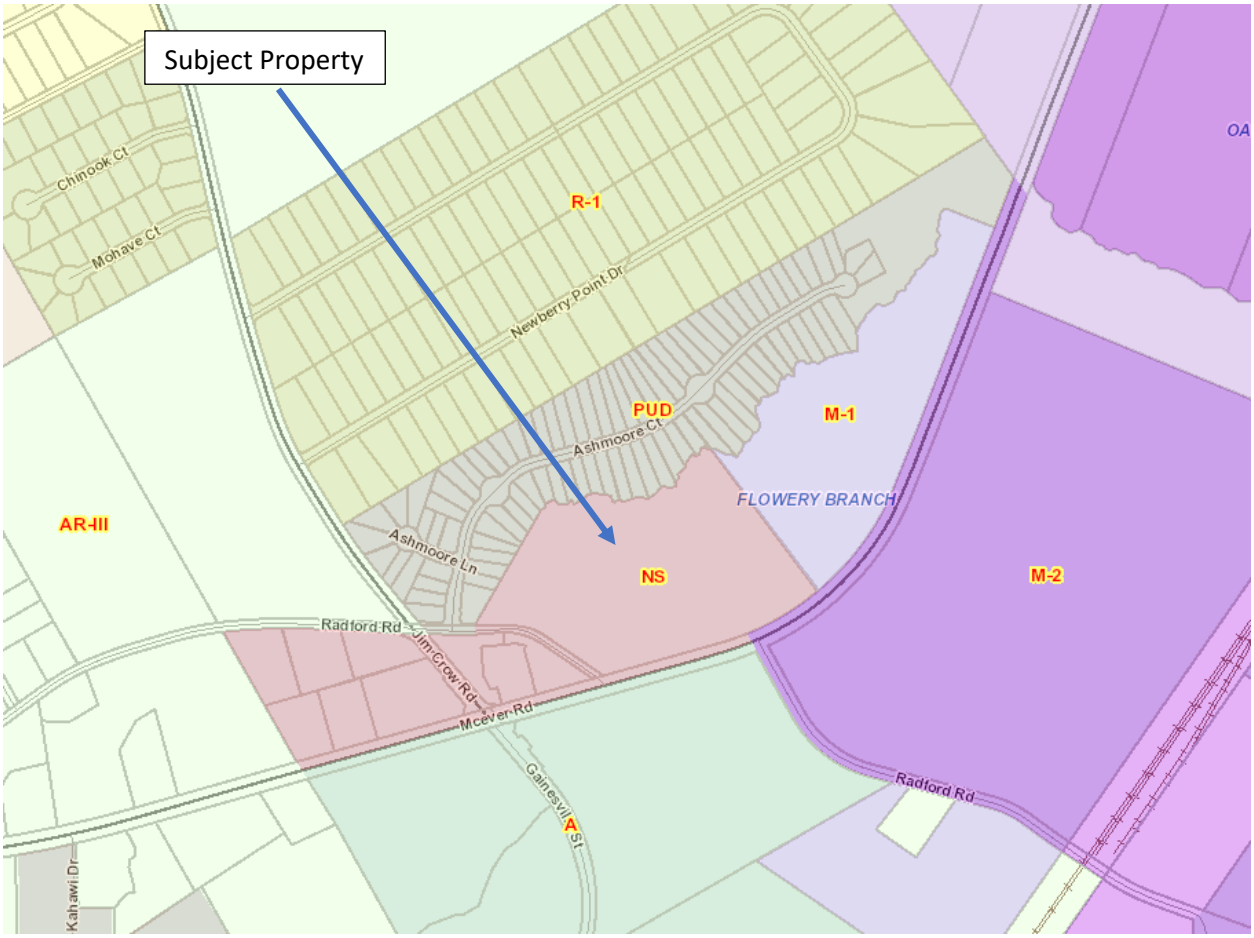
Exhibit "C"

Conditions of Zoning

1. Site layout shall generally adhere to the site plan dated 7/17/2019.
2. Security fence shall generally adhere to the "typical security fence picture" depicted on the site plan dated 7/17/2019. Final fence plan shall be approved by staff.
3. A comprehensive lighting plan shall be approved by staff.
4. Building elevations shall be approved by staff prior to the issuance of any building permits and shall adhere to the following standards:
   A. Building materials shall consist of brick, stacked stone, and/or hardi-plank cement siding.
   B. Front facades of all buildings shall be brick and/or stacked stone.
   C. Roof materials shall be approved by staff and shall be consistent throughout the development.
5. A comprehensive sign plan for the entire development shall be approved by staff.
6. Landscaping plan shall be submitted at time of land disturbance permit.
7. A traffic study and warrant analysis must be completed and submitted to the City Engineer for review. All suggested improvements must be implemented by the applicant prior to the issuance of any building permits.
8. A subdivision plat must be recorded prior to the issuance of a development permit.

Applicant: Lauderdale Holdings, LLC.
Property Owner: Banks Family Trust
Subject Property: 0 McEver Road; 08009 000004; 16.37 +/- acres
Request: Rezone 13.42 +/- acres from NS (Neighborhood Shopping) to M1 (Light Industrial) proposal is to construct self-storage units/boat and RV storage, and an office. The remaining acreage is to remain NS zoning with the desire for an office and/or restaurant use
Current Use: Vacant
Character Area: Mixed Use

Zoning Map



Character Area

Mixed Use

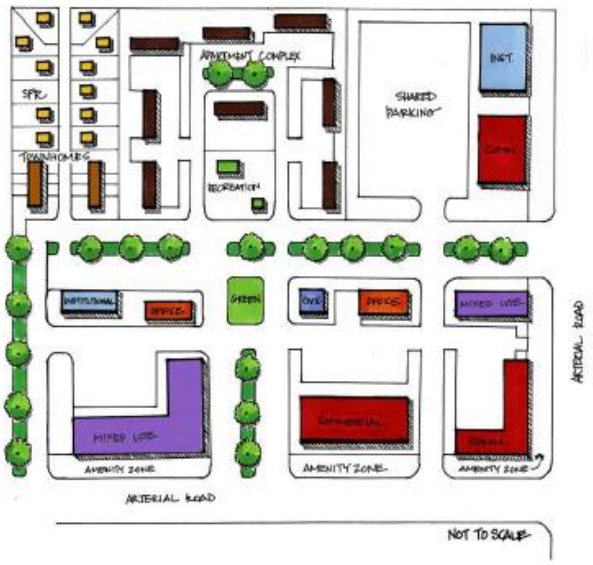
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

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

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

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

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

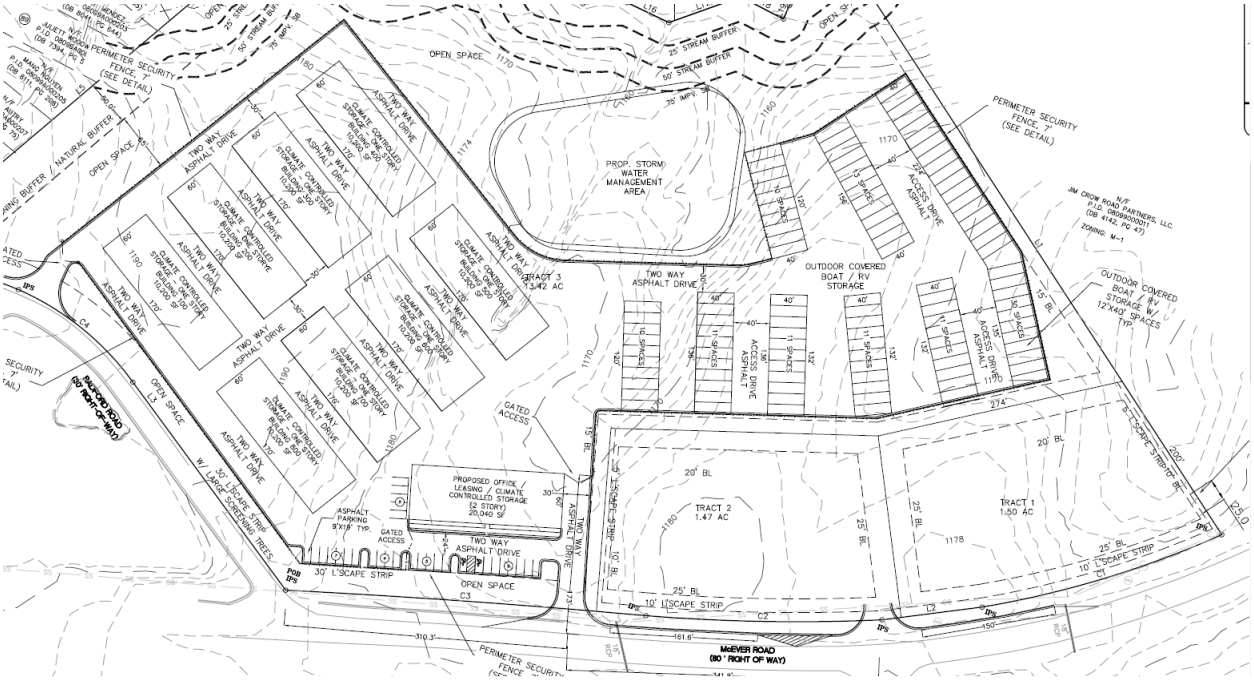


ILLUSTRATIVE MIXED-USE ACTIVITY CENTER

Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

Proposed Site Plan



McEver Road Corridor

Staff feels the development of this corridor is imperative to the overall success of the City. As plans for the downtown progress, the City must ensure all annexation and rezoning decisions throughout the city are made with the utmost care and thoughtfulness. The McEver Road Corridor is an important part of the City as it is a well-traveled stretch with many undeveloped or underdeveloped parcels. The City has two subdivisions (324 and 67 homes) currently under construction on McEver Road. Additionally, there is a 129-home subdivision on Jim Crow Road being built that feeds into McEver Road. The large influx of residential feeds the need for local services to be provided. The proposed plan provides a mix of uses to compliment the surrounding area.

Road Work

McEver Road itself has issues that will need to be addressed sooner rather than later. The corners at McEver and Gaines Ferry and McEver and Radford Road are very problematic and need to be redesigned. The City is working with Clark Patterson Lee to get a better understanding of what those needs are in regard to design and at what cost. The City needs to increase its tax base to help pay for these improvements. The City would benefit from a broader commercial tax base to better serve the community as a whole and McEver Road specifically.

Staff Recommendation: Approval with conditions

Comprehensive Plan

The character area is “Mixed-Use”. The proposed site when viewed in the context of the surrounding area meets the intent of a mixed-use character area. The mix of M-1 and NS uses compliment the large influx of residential.

McEver Road Corridor

Adding non-residential uses to the corridor help the tax base of the City and may assist the city in addressing some of the road concerns on McEver Road.

Staff recommends approval with conditions.

Conditions of Zoning

1. Site layout shall generally adhere to the site plan dated 6/20/2019.
2. Security fence shall generally adhere to the “typical security fence picture” depicted on the site plan dated 6/20/2019. Final fence plan shall be approved by staff.
3. A comprehensive lighting plan shall be approved by staff.
4. Building elevations shall be approved by staff prior to the issuance of any building permits and shall adhere to the following standards:
   A. Building materials shall consist of brick, stacked stone, and/or hardi-plank cement siding.
   B. Front facades of all buildings shall be brick and/or stocked stone.
   C. Roof materials shall be approved by staff and shall be consistent throughout the development.
5. A comprehensive sign plan for the entire development shall be approved by staff.
6. Landscaping plan shall be submitted at time of land disturbance permit.
7. A traffic study and warrant analysis must be completed and submitted to the City Engineer for review. All suggested improvements must be implemented by the applicant prior to the issuance of any building permits.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-004 - Proposed Increase of the Hotel-Motel Tax from 5% to 8%

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The City of Flowery Branch first approved a 5% Hotel-Motel Tax in September of 2008.

FACTS AND ISSUES:
Lake Lanier Islands and the City of Oakwood have already moved to implement an 8% Hotel-Motel Tax and since we are likewise a partner with the Lake Lanier Convention and Visitors Bureau (LLCVB), it has been requested that we also consider moving from 5% to 8%. The City of Gainesville went to 8% approximately one year ago. A complete listing of the hotel-motel tax rates from the Department of Community Affairs is attached.

Currently we are at 5% – with 2% going to LLCVB = ($27,336)*
3% going to Flowery Branch General Fund = ($41,004)

If the City were to go from 5% to 8%, the additional 3% would be divided with half going to the LLCVB and half going to the City for tourism development, which would be about $20,502 for each in additional revenue. These new funds for the City would be restricted to tourism development, unlike our 3% of the original 5%, which is unrestricted revenue to the General Fund. As some of the Council have indicated interest in a more robust Downtown Management Program, staff has thought this increase in funds could assist with the development of downtown events, the farmers' market, etc.

*We supplement the LLCVB budget with $16,500 from the GF. See Attached FY 2019 Flowery Branch Events Budget Forecast for more information.

OPTIONS:
In our contractual relationship with the Lake Lanier Convention and Visitor's Bureau, the City is not under any obligation for this increase.

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

AMOUNT AND SOURCE OF FUNDS:
These additional funds were not contemplated nor will they be collected for the FY 2020 Budget.

RECOMMENDATION:
Approval to 8%

SAMPLE MOTION:
I motion to approve Resolution 20-004 for the Proposed Increase of the Hotel-Motel Tax from 5% to 8%

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- DCA Rates Report Oct. 2019.pdf
- 5% Hotel - Motel Tax - History of Collections FY2014 to Present.pdf
- FY2019 Flowery Branch Events Budget Forecast - provided by LLCVB.pdf
- Notice.House Bill.Resolution.pdf

Georgia® Department of Community Affairs

FY2018 Hotel/ Motel Excise Tax Report
Jurisdiction Tax Rate and Authorization Paragraph
Updated: October 2019

Government	Tax Rate	Authorization Paragraph
Acworth City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Adairsville City	8%	O.C.G.A. § 48-13-51 (b)
Albany City	8%	O.C.G.A. § 48-13-51 (b)
Alma City	7%	O.C.G.A. § 48-13-51 (a) 4.4
Alpharetta City	8%	O.C.G.A. § 48-13-51 (b)
Americus City	7%	O.C.G.A. § 48-13-51 (a) 4.2
Appling County	5%	O.C.G.A. § 48-13-51 (a) 3
Arabi Town	3%	O.C.G.A. § 48-13-51 (a) 1
Ashburn City	8%	O.C.G.A. § 48-13-51 (b)
Athens-Clarke Cons. Govt.	7%	O.C.G.A. § 48-13-51 (a) 4.2
Atlanta City	8%	O.C.G.A. § 48-13-51 (a) 5
Augusta/Richmond Cons. Govt.	6%	O.C.G.A. § 48-13-51 (a) 4
Austell City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Bainbridge City	5%	O.C.G.A. § 48-13-51 (a) 3
Baldwin County	8%	O.C.G.A. § 48-13-51 (b)
Banks County	5%	O.C.G.A. § 48-13-51 (a) 3
Barnesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Bartow County	8%	O.C.G.A. § 48-13-51 (b)
Blackshear City	5%	O.C.G.A. § 48-13-51 (a) 3
Blairsville City	5%	O.C.G.A. § 48-13-51 (a) 3
Blakely City	5%	O.C.G.A. § 48-13-51 (a) 3
Blue Ridge City	5%	O.C.G.A. § 48-13-51 (a) 3
Braselton Town	5%	O.C.G.A. § 48-13-51 (a) 3
Bremen City	5%	O.C.G.A. § 48-13-51 (a) 3
Brookhaven City	8%	O.C.G.A. § 48-13-51 (b)
Brunswick City	3%	O.C.G.A. § 48-13-51 (a) 1
Buford City	7%	O.C.G.A. § 48-13-51 (b)
Bulloch County	5%	O.C.G.A. § 48-13-51 (a) 3
Butts County	3%	O.C.G.A. § 48-13-51 (a) 1
Byron City	6%	O.C.G.A. § 48-13-51 (b)
Cairo City	5%	O.C.G.A. § 48-13-51 (a) 3
Calhoun City	8%	O.C.G.A. § 48-13-51 (b)
Camden County	3%	O.C.G.A. § 48-13-51 (a) 1
Camilla City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Canton City	8%	O.C.G.A. § 48-13-51 (b)
Carroll County	6%	O.C.G.A. § 48-13-51 (a) 3.4
Carrollton City	8%	O.C.G.A. § 48-13-51 (b)
Cartersville City	8%	O.C.G.A. § 48-13-51 (b)
Cave Spring City	8%	O.C.G.A. § 48-13-51 (b)
Cedartown City	8%	O.C.G.A. § 48-13-51 (b)
Chamblee City	8%	O.C.G.A. § 48-13-51 (b)
Chatham County	6%	O.C.G.A. § 48-13-51 (a) 3.2
Chattahoochee Hills City	7%	O.C.G.A. § 48-13-51 (a) 4.2
Cherokee County	6%	O.C.G.A. § 48-13-51 (b)
Chickamauga City	5%	O.C.G.A. § 48-13-51 (a) 3
Clarkesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Claxton City	5%	O.C.G.A. § 48-13-51 (a) 3
Clay County	5%	O.C.G.A. § 48-13-51 (a) 3
Clayton City	5%	O.C.G.A. § 48-13-51 (a) 3
Clayton County	8%	O.C.G.A. § 48-13-51 (b)
Cleveland City	8%	O.C.G.A. § 48-13-51 (b)
Cobb County	8%	O.C.G.A. § 48-13-51 (a) 5.1
Cochran City	5%	O.C.G.A. § 48-13-51 (a) 3
College Park City	8%	O.C.G.A. § 48-13-51 (b)
Colquitt City	5%	O.C.G.A. § 48-13-51 (a) 3
Columbia County	5%	O.C.G.A. § 48-13-51 (a) 3
Columbus/Muscogee Cons. Govt.	8%	O.C.G.A. § 48-13-51 (b)
Conyers City	8%	O.C.G.A. § 48-13-51 (a) 3.8
Cook County	5%	O.C.G.A. § 48-13-51 (a) 3
Cordele City	6%	O.C.G.A. § 48-13-51 (b)
Cornelia City	8%	O.C.G.A. § 48-13-51 (b)
Covington City	8%	O.C.G.A. § 48-13-51 (b)
Coweta County	8%	O.C.G.A. § 48-13-51 (b)
Crisp County	5%	O.C.G.A. § 48-13-51 (a) 3
Cumming City	5%	O.C.G.A. § 48-13-51 (a) 3
Cusseta-Chattahoochee CG	5%	O.C.G.A. § 48-13-51 (a) 3
Cuthbert City	5%	O.C.G.A. § 48-13-51 (a) 3
Dade County	8%	O.C.G.A. § 48-13-51 (b)
Dahlonega City	8%	O.C.G.A. § 48-13-51 (b)
Dallas City	5%	O.C.G.A. § 48-13-51 (a) 3
Dalton City	7%	O.C.G.A. § 48-13-51 (b)
Darien City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Dawson City	5%	O.C.G.A. § 48-13-51 (a) 3
Dawson County	8%	O.C.G.A. § 48-13-51 (b)
Dawsonville City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Decatur City	8%	O.C.G.A. § 48-13-51 (b)
DeKalb County	8%	O.C.G.A. § 48-13-51 (b)
Dillard City	5%	O.C.G.A. § 48-13-51 (a) 3
Donalsonville City	5%	O.C.G.A. § 48-13-51 (a) 3
Doraville City	5%	O.C.G.A. § 48-13-51 (a) 3
Douglas City	5%	O.C.G.A. § 48-13-51 (a) 3
Douglas County	8%	O.C.G.A. § 48-13-51 (b)
Douglasville City	8%	O.C.G.A. § 48-13-51 (b)
Dublin City	8%	O.C.G.A. § 48-13-51 (a) 5.2
Dunwoody City	8%	O.C.G.A. § 48-13-51 (b)
East Dublin City	5%	O.C.G.A. § 48-13-51 (a) 2.1
East Ellijay City	3%	O.C.G.A. § 48-13-51 (a) 1
East Point City	8%	O.C.G.A. § 48-13-51 (b)
Eastman City	5%	O.C.G.A. § 48-13-51 (a) 3
Eatonton City	8%	O.C.G.A. § 48-13-51 (b)
Effingham County	5%	O.C.G.A. § 48-13-51 (a) 3
Elbert County	5%	O.C.G.A. § 48-13-51 (a) 3
Elberton City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Ellijay City	5%	O.C.G.A. § 48-13-51 (a) 3
Emerson City	8%	O.C.G.A. § 48-13-51 (b)
Evans County	5%	O.C.G.A. § 48-13-51 (a) 3
Fairburn City	3%	O.C.G.A. § 48-13-51 (a) 1
Fannin County	5%	O.C.G.A. § 48-13-51 (a) 3
Fayette County	3%	O.C.G.A. § 48-13-51 (a) 1
Fayetteville City	8%	O.C.G.A. § 48-13-51 (b)
Fitzgerald City	8%	O.C.G.A. § 48-13-51 (b)
Flemington City	5%	O.C.G.A. § 48-13-51 (a) 3
Flowery Branch City	5%	O.C.G.A. § 48-13-51 (a) 3
Floyd County	6%	O.C.G.A. § 48-13-51 (a) 3.3
Folkston City	5%	O.C.G.A. § 48-13-51 (a) 3
Forest Park City	3%	O.C.G.A. § 48-13-51 (a) 1
Forsyth City	5%	O.C.G.A. § 48-13-51 (a) 3
Forsyth County	5%	O.C.G.A. § 48-13-51 (a) 3
Fort Oglethorpe City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Fort Valley City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Franklin County	5%	O.C.G.A. § 48-13-51 (a) 3
Franklin Springs City	3%	O.C.G.A. § 48-13-51 (a) 1
Fulton County	7%	O.C.G.A. § 48-13-51 (a) 5
Gainesville City	8%	O.C.G.A. § 48-13-51 (b)
Garden City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Gilmer County	5%	O.C.G.A. § 48-13-51 (a) 3
Glennville City	5%	O.C.G.A. § 48-13-51 (a) 3
Glynn County	5%	O.C.G.A. § 48-13-51 (a) 3
Gordon County	8%	O.C.G.A. § 48-13-51 (b)
Gray City	5%	O.C.G.A. § 48-13-51 (a) 3
Greene County	5%	O.C.G.A. § 48-13-51 (a) 3
Greensboro City	5%	O.C.G.A. § 48-13-51 (a) 3
Griffin City	8%	O.C.G.A. § 48-13-51 (b)
Gwinnett County	8%	O.C.G.A. § 48-13-51 (b)
Habersham County	5%	O.C.G.A. § 48-13-51 (a) 3
Hall County	5%	O.C.G.A. § 48-13-51 (a) 3
Hamilton City	3%	O.C.G.A. § 48-13-51 (a) 1
Hampton City	5%	O.C.G.A. § 48-13-51 (a) 3
Hapeville City	8%	O.C.G.A. § 48-13-51 (b)
Harlem City	6%	O.C.G.A. § 48-13-51 (a) 4.6B
Harris County	5%	O.C.G.A. § 48-13-51 (a) 3
Hart County	5%	O.C.G.A. § 48-13-51 (a) 3
Hartwell City	8%	O.C.G.A. § 48-13-51 (b)
Hawkinsville City	8%	O.C.G.A. § 48-13-51 (b)
Helen City	8%	O.C.G.A. § 48-13-51 (b)
Henry County	5%	O.C.G.A. § 48-13-51 (a) 3
Hiawassee City	5%	O.C.G.A. § 48-13-51 (a) 3
Hinesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Hiram City	5%	O.C.G.A. § 48-13-51 (a) 3
Hogansville City	8%	O.C.G.A. § 48-13-51 (b)
Holly Springs City	3%	O.C.G.A. § 48-13-51 (a) 1
Homer Town	5%	O.C.G.A. § 48-13-51 (a) 3
Homerville City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Jackson City	3%	O.C.G.A. § 48-13-51 (a) 1
Jasper City	6%	O.C.G.A. § 48-13-51 (a) 3.4
Jeff Davis County	5%	O.C.G.A. § 48-13-51 (a) 3
Jefferson City	5%	O.C.G.A. § 48-13-51 (a) 3
Jefferson County	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Jenkins County	8%	O.C.G.A. § 48-13-51 (b)
Jesup City	5%	O.C.G.A. § 48-13-51 (a) 3
Johns Creek City	7%	O.C.G.A. § 48-13-51 (a) 5
Jonesboro City	8%	O.C.G.A. § 48-13-51 (b)
Kennesaw City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Kingsland City	6%	O.C.G.A. § 48-13-51 (a) 4
LaFayette City	8%	O.C.G.A. § 48-13-51 (b)
LaGrange City	8%	O.C.G.A. § 48-13-51 (b)
Lavonia City	8%	O.C.G.A. § 48-13-51 (b)
Lawrenceville City	8%	O.C.G.A. § 48-13-51 (b)
Lee County	7%	O.C.G.A. § 48-13-51 (a) 4.4
Liberty County	5%	O.C.G.A. § 48-13-51 (a) 3
Lincoln County	5%	O.C.G.A. § 48-13-51 (a) 3
Lincolnton City	5%	O.C.G.A. § 48-13-51 (a) 3
Locust Grove City	8%	O.C.G.A. § 48-13-51 (b)
Loganville City	5%	O.C.G.A. § 48-13-51 (a) 3
Lookout Mountain City	3%	O.C.G.A. § 48-13-51 (a) 1
Louisville City	5%	O.C.G.A. § 48-13-51 (a) 2.1
Lowndes County	7%	O.C.G.A. § 48-13-51 (b)
Lumpkin County	5%	O.C.G.A. § 48-13-51 (a) 3
Lyons City	5%	O.C.G.A. § 48-13-51 (a) 3
Macon-Bibb County	8%	O.C.G.A. § 48-13-51 (b)
Madison City	5%	O.C.G.A. § 48-13-51 (a) 3
Manchester City	5%	O.C.G.A. § 48-13-51 (a) 3
Marietta City	8%	O.C.G.A. § 48-13-51 (a) 5.1
McDonough City	8%	O.C.G.A. § 48-13-51 (b)
McDuffie County	5%	O.C.G.A. § 48-13-51 (a) 3
McIntosh County	5%	O.C.G.A. § 48-13-51 (a) 4.6A
McRae-Helena City	5%	O.C.G.A. § 48-13-51 (a) 3
Meriwether County	5%	O.C.G.A. § 48-13-51 (a) 3
Metter City	7%	O.C.G.A. § 48-13-51 (b)
Midway City	3%	O.C.G.A. § 48-13-51 (a) 1
Milledgeville City	8%	O.C.G.A. § 48-13-51 (b)
Milton City	3%	O.C.G.A. § 48-13-51 (a) 1
Monroe City	5%	O.C.G.A. § 48-13-51 (a) 3
Montezuma City	5%	O.C.G.A. § 48-13-51 (a) 3
Monticello City	5%	O.C.G.A. § 48-13-51 (a) 3
Morgan County	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Morrow City	8%	O.C.G.A. § 48-13-51 (b)
Moultrie City	7%	O.C.G.A. § 48-13-51 (b)
Mount Vernon City	5%	O.C.G.A. § 48-13-51 (a) 3
Murray County	5%	O.C.G.A. § 48-13-51 (a) 3
Nashville City	5%	O.C.G.A. § 48-13-51 (a) 2.2
Newnan City	8%	O.C.G.A. § 48-13-51 (b)
Newton County	5%	O.C.G.A. § 48-13-51 (a) 3
Norcross City	7%	O.C.G.A. § 48-13-51 (b)
Oakwood City	5%	O.C.G.A. § 48-13-51 (a) 3
Oconee County	6%	O.C.G.A. § 48-13-51 (a) 4
Peach County	5%	O.C.G.A. § 48-13-51 (a) 3
Peachtree City	8%	O.C.G.A. § 48-13-51 (b)
Pearson City	5%	O.C.G.A. § 48-13-51 (a) 3
Pelham City	8%	O.C.G.A. § 48-13-51 (b)
Perry City	7%	O.C.G.A. § 48-13-51 (b)
Pickens County	6%	O.C.G.A. § 48-13-51 (a) 3.4
Pine Mountain Town	5%	O.C.G.A. § 48-13-51 (a) 2.2
Pooler City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Port Wentworth City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Powder Springs City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Putnam County	8%	O.C.G.A. § 48-13-51 (b)
Rabun County	5%	O.C.G.A. § 48-13-51 (a) 5.3
Randolph County	5%	O.C.G.A. § 48-13-51 (a) 3
Richland City	3%	O.C.G.A. § 48-13-51 (a) 1
Richmond Hill City	7%	O.C.G.A. § 48-13-51 (a) 4.5
Rincon City	5%	O.C.G.A. § 48-13-51 (a) 2.1
Ringgold City	6%	O.C.G.A. § 48-13-51 (b)
Riverdale City	3%	O.C.G.A. § 48-13-51 (a) 1
Rockdale County	5%	O.C.G.A. § 48-13-51 (a) 4.6A
Rockmart City	3%	O.C.G.A. § 48-13-51 (a) 1
Rome City	8%	O.C.G.A. § 48-13-51 (b)
Roswell City	8%	O.C.G.A. § 48-13-51 (b)
Royston City	3%	O.C.G.A. § 48-13-51 (a) 1
Sandersville City	5%	O.C.G.A. § 48-13-51 (a) 3
Sandy Springs City	7%	O.C.G.A. § 48-13-51 (a) 5
Savannah City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Screven County	8%	O.C.G.A. § 48-13-51 (b)
Sky Valley City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Smyrna City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Snellville City	8%	O.C.G.A. § 48-13-51 (b)
Social Circle City	5%	O.C.G.A. § 48-13-51 (a) 3
South Fulton City	5%	O.C.G.A. § 48-13-51 (a) 3
Spalding County	8%	O.C.G.A. § 48-13-51 (b)
St. Marys City	6%	O.C.G.A. § 48-13-51 (a) 4
Statesboro City	6%	O.C.G.A. § 48-13-51 (b)
Stephens County	5%	O.C.G.A. § 48-13-51 (a) 3
Stockbridge City	8%	O.C.G.A. § 48-13-51 (b)
Stone Mountain City	5%	O.C.G.A. § 48-13-51 (a) 3
Stonecrest City	8%	O.C.G.A. § 48-13-51 (b)
Summerville City	3%	O.C.G.A. § 48-13-51 (a) 1
Suwanee City	7%	O.C.G.A. § 48-13-51 (a) 4.5
Swainsboro City	5%	O.C.G.A. § 48-13-51 (a) 3
Sylvania City	5%	O.C.G.A. § 48-13-51 (a) 3
Sylvester City	5%	O.C.G.A. § 48-13-51 (a) 3
Tallapoosa City	3%	O.C.G.A. § 48-13-51 (a) 1
Tallulah Falls Town	5%	O.C.G.A. § 48-13-51 (a) 3
Telfair County	5%	O.C.G.A. § 48-13-51 (a) 3
Thomas County	8%	O.C.G.A. § 48-13-51 (b)
Thomaston City	5%	O.C.G.A. § 48-13-51 (a) 3
Thomasville City	8%	O.C.G.A. § 48-13-51 (b)
Tift County	5%	O.C.G.A. § 48-13-51 (a) 3
Tifton City	5%	O.C.G.A. § 48-13-51 (a) 3
Toccoa City	8%	O.C.G.A. § 48-13-51 (b)
Towns County	5%	O.C.G.A. § 48-13-51 (a) 3
Trenton City	8%	O.C.G.A. § 48-13-51 (b)
Trion Town	3%	O.C.G.A. § 48-13-51 (a) 1
Troup County	8%	O.C.G.A. § 48-13-51 (b)
Tucker City	8%	O.C.G.A. § 48-13-51 (b)
Turner County	5%	O.C.G.A. § 48-13-51 (a) 3
Tybee Island City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Unadilla City	2%	O.C.G.A. § 48-13-51 (a) 1
Union City	5%	O.C.G.A. § 48-13-51 (a) 3
Union County	5%	O.C.G.A. § 48-13-51 (a) 3
Upson County	5%	O.C.G.A. § 48-13-51 (a) 3
Valdosta City	7%	O.C.G.A. § 48-13-51 (b)
Vidalia City	8%	O.C.G.A. § 48-13-51 (b)

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Vienna City	6%	O.C.G.A. § 48-13-51 (a) 4
Villa Rica City	8%	O.C.G.A. § 48-13-51 (b)
Wadley City	5%	O.C.G.A. § 48-13-51 (a) 3
Walker County	8%	O.C.G.A. § 48-13-51 (b)
Warm Springs City	5%	O.C.G.A. § 48-13-51 (a) 3
Warner Robins City	8%	O.C.G.A. § 48-13-51 (b)
Waycross City	5%	O.C.G.A. § 48-13-51 (a) 3
Wayne County	8%	O.C.G.A. § 48-13-51 (b)
Waynesboro City	5%	O.C.G.A. § 48-13-51 (a) 3
West Point City	5%	O.C.G.A. § 48-13-51 (a) 3
Wheeler County	5%	O.C.G.A. § 48-13-51 (a) 3
White County	8%	O.C.G.A. § 48-13-51 (b)
Whitfield County	7%	O.C.G.A. § 48-13-51 (b)
Wilkes County	5%	O.C.G.A. § 48-13-51 (a) 3
Winder City	7%	O.C.G.A. § 48-13-51 (a) 4.4
Woodbine City	3%	O.C.G.A. § 48-13-51 (a) 1
Woodstock City	8%	O.C.G.A. § 48-13-51 (b)
Wrens City	5%	O.C.G.A. § 48-13-51 (a) 3
Wrightsville City	5%	O.C.G.A. § 48-13-51 (a) 3

	FY2014		FY2015		FY2016		FY2017		FY2018		FY2019		Increase from FY2014 to FY2019
	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	
City	60,975.77	60%	60,375.88	60%	85,934.21	60%	72,075.17	60%	88,039.76	60%	81,769.02	60%	34.10%
Increase from prior year	-3.44%		-0.98%		42.33%		-16.13%		22.15%		-7.12%		
Lake Lanier	40,650.51	40%	40,250.59	40%	57,289.48	40%	48,050.12	40%	58,693.17	40%	54,512.69	40%	
Total	101,626.25	100%	100,626.46	100%	143,224.11	100%	120,125.13	100%	146,733.15	100%	136,281.64	100%	34.10%

2019 Flowery Branch Block Parties & Farmers Market Events

6 Block Parties

Friday, June 21	Star Wars
Friday, July 19	Beach Party
Thursday, August 15 (due to school scheduled)	Back to School Pep Rally & Street Dance
Friday, September 20	Harry Potter with Fly Betty Band
Friday, October 18	Gilmore Girls
Friday, December 6	Tree Lighting & Holiday Market

Farmers Market Promotions

Website and ads	$	300.00
Giveaways and promotional items	$	500.00
Tomato Sandwich Party (Thursday in July tbd)	$	700.00
Total for Farmers Market events & promos	**$**	**1,500.00**

Block Party Average Monthly Expenses

Stage, Sound & Light	$	1,700.00
Musical Entertainment	$	600.00
Inflatables for Kids	$	400.00
Themed activities and décor	$	600.00
Promotions, banners, ads	$	350.00
Staffing for set up and take down	$	300.00
Total Per Month Estimated Block Party Expense	**$**	**3,950.00**

Expenses fluctuate by month - those listed here are an average monthly total of the estimated total for the series

Total Event & Promotions Expense	**$**	**27,450.00**

Revenue to offset expense

LLCVB 20% of FB funding	**$**	**10,992.00**

In FY2019 the LLCVB has already spent $20,935 on FB events and equipment - which far exceeds the 20% cap in our contract
The funds listed above would be collected in FY2020 beginning July 1st

Remaining Balance = City's Commitment	**$**	**16,458.00**

Potential New Reveue to offset City's Commitment

Vendor fees	$	4,200.00
Sponsorhips	$	3,000.00
Total Potential New Revenue	**$**	**7,200.00**

City's Commitment Less New Revenue	**$**	**9,258.00**

We suggest the City put $16,500 in the budget for these events with the hope that vendor/sponsor revenue will reduce the actual expenditure to $9,258

Other Expenses to Consider

Electrical outlets and power needs for stage and vendors
Stage Cover = $1200 a month to rent from Lanier Tent Rental or purchase an inflatable cover for about $3,500
Fireworks for Christmas = $4,500 we were able to get $2,500 in promised commitments this year for fireworks
Porta Potties
Public Safety
Trash recepticles and removal

****

NOTE TO LEGISLATOR: NOTICE REQUIREMENTS FOR LOCAL BILLS
(THIS SECTION NOT FOR PUBLICATION)

(1) The notice below must be published one time in the county legal organ.

(2) If the bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the notice must be provided to the local governing authority during the same calendar week in which the notice was published in the legal organ or during the seven days immediately after the date of publication. For purposes of this requirement, the copy of the notice provided to such governing authority may consist of an actual or photostatic copy of the published notice or a typed restatement of the contents of such notice.

(3) The notice may be published during the session of the General Assembly or during the 60-day period immediately prior to the convening date of the session at which the bill is introduced.

(4) If the notice is published during the session of the General Assembly, then the bill cannot be introduced before Monday of the calendar week following the week in which the notice was published.

(5) A copy of the notice as it was advertised and an affidavit swearing that the notice has been published as provided by O.C.G.A. § 28-1-14 *(see paragraph (1) above)* and that the notice requirements of that Code section have been met *(see paragraph (2) above)* shall be attached to the bill and shall become a part of the bill. Such affidavit shall be made by the author of the bill (on the form provided by the Office of Legislative Counsel).

(6) See O.C.G.A. § 28-1-14 for the complete text of the notice requirements.

****

NOTE TO PUBLISHER OF LEGAL ORGAN: PUBLISH ONLY THE NOTICE BELOW

NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the regular 2020 session of the General Assembly of Georgia a bill to authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; and for other purposes.

A BILL TO BE ENTITLED

AN ACT

To authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; to provide procedures, conditions, and limitations; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA

SECTION 1.

Pursuant to the authority of subsection (b) of Code Section 48-13-51 of the O.C.G.A., the governing authority of the City of Flowery Branch is authorized to levy an excise tax at a rate not to exceed 8 percent of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value.

SECTION 2.

The enactment of this Act is subsequent to the adoption of Resolution 20-004 by the governing authority of the City of Flowery Branch on February 6, 2020, which specifies the subsequent tax rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds.

SECTION 3.

In accordance with the terms of such resolution adopted by the mayor and council of the City of Flowery Branch:

(1) In each fiscal year during which a tax is collected pursuant to paragraph two (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an amount equal to not less than 50 percent of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the

rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Flowery Branch or by such other entity already authorized to administer tourism funds pursuant to existing contract as specified in paragraph (2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A.; and

(2) The remaining amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of 5 percent which is not otherwise expended under paragraph (1) of this section shall be expended for tourism product development.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

RESOLUTION NO. 20 - 004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the "City") has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Flowery Branch; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City's designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES as follows:

SECTION 1. LEVY.

The governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.

_____

James Miller. Mayor

ATTEST:

_____

Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:

_____

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider January 16, 2020 Meeting Minutes

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the Consent Agenda

SAMPLE MOTION:
No motion required - on the consent agenda

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 011620 draft.pdf

City of Flowery Branch
Council Meeting Minutes
January 16, 2020 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

PRESENT: Mayor James Miller and Council Members Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, Finance Director Alisha Gamble, City Planner Rich Atkinson, Police Chief David Spillers and Attorney Ron Bennett.

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance

PROCLAMATION - BRAD KELLER

Mayor Miller presented Kansas City Pitcher and former Flowery Branch alumni Brad Keller with a proclamation and declared January 1, 2020 Brad Keller Day in Flowery Branch.

PRESENTATION - Art Presentation - Chad Shore

Manager Andrew reviewed the idea of painting the Railroad Avenue storage building and showed some updated examples considering the comments made from the council at the last meeting.

Manager Andrew reminded the council of issues to consider:

- $10,000 is an excellent price
- Do we want to have this done now so it will work with promoting the coming Main Street Building?
- Should we consider an overall Art Program and a Branding Campaign?
- The Roberts Drive Tank is planned to be The Falcons Tank and the Old Town Tank is planned to be the Flowery Branch Tank.
- Do we need an Arts Advisory Group?

Manager Andrew further review some examples of logos for the painting of the water towers.

Mayor Miller inquired about the possibility of having High School Art Students involved.

Mr. Shore advised that he would be open to working with the schools but that in the past he has done that, but he has had to correct mistakes, or he would outline the drawing and they could paint in the lines.

Councilman Anglin advised that he would like to get the public involved and have an Arts Advisory Group.

Mayor Miller advised that he would like the blues in the example to match the shade of the flowery branch logo.

Councilman Mundy inquired on the timeline for completion.

Mr. Shore advised that it would take about a week.

Councilwoman Farah advised that she would like some feedback from the public prior to making a decision.

Mayor Miller requested three options for the public to review.

Mr. Shore advised that he could have the options to the staff within a week for public feedback.

Mayor Miller inquired if the train could be incorporated in the painting.

Mr. Shore advised that the railroad tracks are right next to the building and this design is a simple, pleasing design and adding tracks is to much. Mr. Shore noted that if the city wanted a train incorporated, it would be an entirely different mural.

Councilwoman Jarchow suggested making the flowers larger to calm the design.

Mayor Miller liked the wording “The Branch” but was not a fan of the flowers.

Mayor Miller thought the design would contain the dogwood flowers as that is the City’s logo.

Councilman Anglin suggested three option with one of those options including a dogwood flower or dogwood flowers on a branch.

Mary Hall – Cash Roads, Flowery Branch

Ms. Hall advised that she is part of Vision 2030 and that she would be interested in sitting on the advisory board if one is created.

It was noted that the three options would be submitted to staff for publishing in order to get feedback on a design.

PUBLIC HEARING:

There was no public hearing.

UNFINISHED BUSINESS - WORK SESSION:

There was no unfinished business.

NEW BUSINESS -WORK SESSION:

Review Elevations for Proposed Townhome Development - 5702 Main Street

Planner Atkinson reviewed the downtown elevations and noted that he did not have a materials list at the time of the presentation.

Planner Atkinson advised that he did have discussions with Mr. Hill about the ends of the units and making sure that the ends were not just plain walls.

Planner Atkinson further advised that there would be 20 units, 10 on each side of the ally.

Chris Hill, Hillwood Realty and applicant

Mr. Hill reviewed some color ideas and noted that the townhomes would be 2000 square feet or

Continuing, Mr. Hill would like a more useable space to break up the blank wall and suggested outdoor seating with some trees and a firepit as opposed to wrap-around porches.

Councilman Anglin inquired on parking.

Mr. Hill advised that there would be two car garages for each unit.

Manager Andrew advised that staff was looking for more brick work

Ms. Hill advised that he can add more brick and noted that they would be overlapping siding to add character as well as board and batten and unique paint jobs.

Consider December 19, 2019 Meeting Minutes

Clerk McCain advised that there were no changes.

Consider January 2, 2020 Meeting Minutes

Clerk McCain advised that there were no changes.

Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

Chief Spillers reviewed the agreement and advised that this agreement would allow the City to get assistance and give assistance in the case of an emergency.

Chief Spillers advised that this is the third revolution of this agreement with the last one signed in 2016 for a four-year term.

Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

Finance Director reviewed the history of the downtown redevelopment projects.

Director Gamble noted the importance of the Resolution as follows:

- Resolution 20-002 ensures to all involved that the City is committed to proceed with the financing for the development projects.
- This resolution covers the approval of the installment agreement and the amendment to the TAD intergovernmental agreement with Hall County.
    - Clarifies approved "TAD Financing"
- The Gainesville Hall County Redevelopment Authority will meet to approve their resolution after our City Council takes action through this resolution.
- Terms include:
    - Not to exceed $5.4 million
    - Not to exceed a rate of 5.00%
    - Maximum annual debt service of $450,000
    - Final maturity date of April 1, 2039
- Financing will only be up to the amount deemed necessary.

Discussion - 8% Hotel Motel Tax

Manager Andrew advised that Lake Lanier Islands and the City of Oakwood approached the City about increasing the current 5% hotel motel tax to 8%. The City of Gainesville went from 5% to 8% last year.

Manager Andrew reviewed the current split of the hotel motel tax.

5% Now – Divided 2% going to LLCVB ($27,336)*
3% going to FB GF ($41,004)

The additional 3% would be divided with half going to the LLCVB and half going to the City for Tourism Development, about $20,502 for each in additional revenue.

Manager Andrew noted that the LLCVB would like to have the City hire a person for the downtown events as they want to concentrate on tourism and not run the events.

Councilman Mundy advised that he was in favor of the increase.

Mayor Miller inquired if the additional amount could be used for a downtown manager.

Manager Andrew advised that it could be.

Mayor Miller advised that he was in favor of hiring a downtown manager and he would like to see those funds designated for that.

Manager Andrew further noted that a downtown manager could also oversee the Farmers Market.

Consider - Winterset Land Exchange Agreement

Manager Andrew reviewed the history of land swap and noted that the property Mr. Hill owned has a significant number of mature trees and the City's Mooney property is flat with no tree value. The Mooney property is further set up for stormwater maintenance if built upon.

Discussions ensued and the City and Mr. Hill felt a swap was a good option for both parties

Manager Andrew continued by stating that the City could utilize the swapped property as a park and spare the mature trees.

Further, Manager Andrew advised that the City had to get appraisals of the properties to be sure that the property the City was getting would have an equal or less value in order to move forward with the swap.

The Appraisals were as follows for Mr. Hill's properties:

$297,000	5304 Church St.
$128,000	5405 Mitchell St.
$ 75,000	5314 Church St.
$130,000	5410 Chestnut St.
$630,000	**TOTAL – 1.206 acres**

Manager Andrew stated that appraisal for the 5702 Main Street (1.406 acres) was $522,00 and the City paid $262,500 for the original 7.23 acres Mooney Site.

Continuing, Manager Andrew stated that the difference in the appraisals is $108,000 in favor of the city which allows for the land swap.

Manager Andrew reviewed a rendering of a possible park for the 1.206-acre site the City will receive in the swap.

Attorney Bennett reviewed the contract itself and advised that closing would be no later than May 29th, 2020 and both parties would have until end of April to complete and due diligence.

Manager Andrew advised that the asbestos testing is under $2,200 and removal would be up to $25,000.

Consider - Lease with Hill Wood Realty, LLC for 5512 Main Street

Discussed with in conjunction with the American Eagle Lease.

Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

Attorney Bennett reviewed the two lease agreements together.

Attorney Bennett reviewed the history of the lease.

These agreements will split the lease of the space between the two entities. Technically the Hill Wood Realty lease is an amendment and the American Eagle lease will be a new lease.

DEPARTMENT REPORTS:

City Manager

Manager Andrew reviewed the Mitchell St. Development Opportunity and advised that Tim Bassett Homes has indicated he would be willing and is ready to deposit $50,000 into an account and enter into a Development Agreement with the City for the development of infrastructure along the properties he owns on Mitchell Street. Staff would like to bring this Agreement to the Council for a vote on February 6th.

Manager Andrew continued by stating that the issue with building on the properties is the stormwater infrastructure and the roads are not sufficient.

Manager Andrew reviewed an estimate of $73,075 for improvements which would include surfacing the roads, installing sidewalks and stormwater structures to handle the stormwater.

Mr. Bassett is willing to contribute $50,000 for this endeavor and the City would be responsible for the difference. It was noted that this would be just for 7 lots on Mitchell as opposed to all thirteen lots.

Councilman Anglin was in favor of moving forward with partnering with Mr. Bassett to better this area.

Council Report

Councilwoman Jarchow gave a kudos to the Public Works Department and the City Manager for their recent work on the stormwater issues in Sterling on the Lake during the recent rain event.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 7:04 pm

VOTING SESSION MINUTES

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 7:04 pm.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- December 19, 2019 Meeting Minutes
- January 2, 2020 Meeting Minutes
- Per Diem - Mike Miller

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

MOTION: Chris Mundy
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Conditional Use Permit submitted by Mr. Calvin Tanner, to operate an auto repair shop as a home occupation.

Planner Atkinson reviewed the request.

Councilman Asbridge advised that he felt this business does not fit into the downtown residential area but was agreeable to allow Mr. Tanner to operate until December 31, 2020 offering time for Mr. Tanner to relocate to a properly zoned area.

There was a motion made to approve a Conditional Use Permit for Calvin Tanner at 5505 Gainesville Street, Flowery Branch, Ga. 30542 to operate an auto repair shop in a residentially zoned property with the following conditions:

1. Time limit on CUP - CUP is required to be renewed at the same time of occupational tax license beginning June 30, 2020 - Council will review the CUP on June 18, 2020 and decide to allow the occupational tax license to be approved by staff if all the conditions were being met. If renewed the CUP will expire July 1, 2021.
2. Property Appearance - No more than two additional vehicles (meaning vehicles that are not owned and operated by Mr. Tanner or his family) may be parked anywhere on the premises. Cars may be kept in the garage located on Mr. Tanner's property.
3. All vehicles must be fully operational, insured and properly registered.
4. No signage of any kind will be allowed on the premises nor will any vehicular signage be permitted.
5. No additional buildings of any kind shall be permitted to be placed or constructed on the subject property.
6. No outdoor storage of any kind shall be permitted on the subject property.
7. No additional lighting of any kind shall be allowed to be installed on the subject property.
8. No tow trucks allowed to be on the subject property. The CUP is for repair only and does not allow the property to be used for anything above and beyond standard auto and RV repairs. A towing business is not approved as part of this CUP.
9. All oil and other vehicular fluids must be disposed of offsite and shall not be allowed to be stored on the premises.
10. Any proposed fencing must be approved by the Community Development Department prior to construction.
11. Hours of operation shall be limited to 7:00 AM to 9:00 PM.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: Ed Asbridge
Motion carried

NEW BUSINESS - VOTING SESSION:

Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

There was a motion made to approve the intergovernmental agreement with Georgia Emergency Management and Homeland Security Agency and authorize the Mayor to execute any necessary documents.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

Attorney Bennett read the caption to Resolution 20-002.

There was a motion made to approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project and authorize the Mayor and/or the City Clerk to sign any necessary documents.

MOTION: Chris Mundy
SECOND: Amy Farah
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Lease with Hill Wood Realty, LLC for 5412 Main Street

There was a motion made to approve the lease agreement amendment with Hill Wood Realty LLC at 5412 Main Street, Flowery Branch, Ga. 30542 and authorize the Mayor to execute the necessary documents.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

There was a motion made to approve the lease agreement with Lend USA, LLC d/b/a/ American Eagle Mortgage for 5414 Main Street and authorize the Mayor to execute the necessary documents.

MOTION: Joe Anglin
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was no executive session.

ADJOURNMENT:

There was a motion made to adjourn at 8:09 pm.

MOTION: Amy Farah
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2020 - Quarter 2 Financial Update

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
FY2020 - Quarter 2 Financial Update

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No action needed

SAMPLE MOTION:
No motion required

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- 12-31-2019 FY2020 2nd Qtr Report.pdf
- 12-31-2019 Finanicals Update Presentation.pdf

FY 2020 SECOND QUARTER
FINANCIAL STATUS REPORT

UNAUDITED
Period Ending December 31, 2019

This report has been prepared by the Finance Department. For questions regarding this report please contact the Finance Director's Office at (470)798-0524.

TABLE OF CONTENTS

TABLE OF CONTENTS.....2

OVERVIEW 3

MAJOR FINANCIAL EVENTS TO DATE 4

GENERAL FUND – BUDGET VS. ACTUAL 5

GENERAL FUND REVENUE DETAIL - (EXCLUDES OTHER FINANCING SOURCES).....6

GENERAL FUND EXPENDITURES BY CLASSIFICATION 8

SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) COLLECTION HISTORY AND STATUS 9

WATER AND WASTEWATER FUND.....10

WATER/WASTEWATER FUND EXPENDITURES BY CLASSIFICATION.....11

OTHER FUNDS……..12

OVERVIEW

Mayor and Council,

Attached, you will find an income statement for all funds dated December 31, 2019 for the second quarter of the fiscal year 2020. Within the provided statement, there are two columns of focus highlighted: 1) 12/31/2019 percent collected/expensed; 2) Cariance between FY2020 and FY2019. Since these financials reflect activity through the second quarter of the fiscal year 2020, the amount collected or expensed should be at a target of 50% for the year. Please keep in mind these are unaudited statements. There may be additional adjustments needed as we get closer to our fiscal year end, additional collections and expenditures, including asset depreciation entries at fiscal year-end.

For the remaining of this fiscal year, a financial presentation and quarterly report will presentation will abide by the following schedule:

- Quarter Ending March 31, 2020 – Presentation and report by the last meeting in April

A SPLOST presentation update will also follow the same schedule as noted above. Please keep in mind, June 30 quarter end presentations will be presented by our audit firm, Walker Pierce and Tuck, CPAs, no later than the last meeting in December 2020. The audit report is due to the state by December 31st each year. There will not be a separate unaudited financials presentation of quarter ending June 30th as staff will be preparing and assisting with the year-end fiscal audit.

Please feel free to contact me anytime with any questions or concerns.

Alisha Gamble

Finance Director

MAJOR FINANCIAL EVENTS TO DATE

- The City adopted the FY2020 City of Flowery Branch Budget for all Funds on June 27, 2019 by resolution 19-008, in the total amount for all funds of $11,980,888.

- The Fiscal Year 2019 audit has is complete, and the presentation of the final audit report to Council was on January 2, 2020.

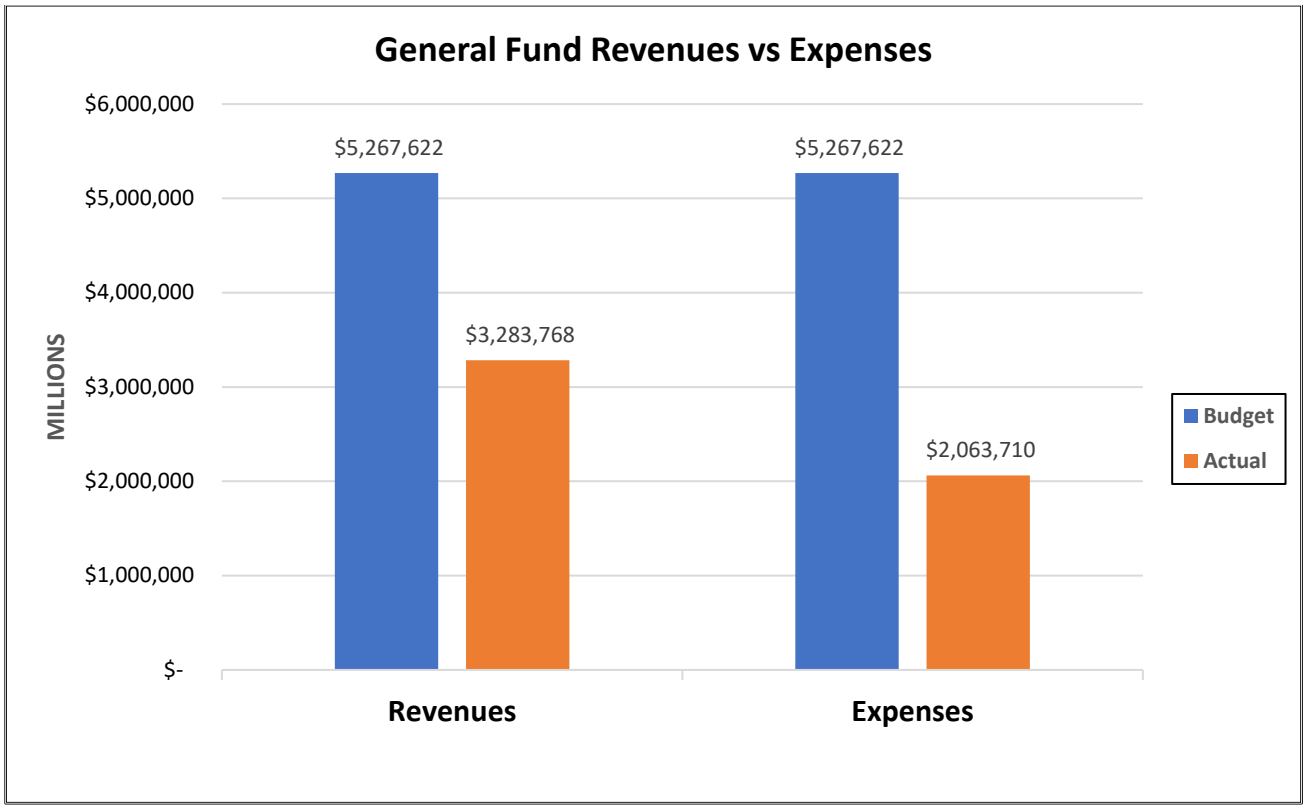
- The City is proceeding with the planning of TAD financing. Council approved Resolution 20-001, TAD Bond Financing, and the Installment Agreement on January 16, 2020. Through this process, the City will get a credit rating, which is performed by a review of our financial data. This credit rating is to determine the interest rate for financing. Our schedule shows the release of the rating is scheduled to take place around February 7, 2020 with close of financing scheduled for March 2020.

- GEFA Loan applications were approved by Council on 10/17/2019 and submitted to GEFA for review and request for approval on 10/18/2019. The applications are expected to go before the GEFA Approval Committee in January 2020. We will present more information upon approval of the application and when the proposed terms are received.

GENERAL FUND – BUDGET VS. ACTUAL

- Total revenues are on the rise compared to last fiscal year, with an increase of $400,046 and a collection rate of 62% of overall budget. Most of this increase is due to increased collections of property taxes in relation to property reassessments, increase in LOST collections, building and signs permits, and court fines. We also received our annual insurance premium tax collection for $27,546 more than anticipated. Of these increases, the building and signs permits, and court fines are one-time payments and not a guaranteed steady source of income. Other revenues are below the 25% collection goal due to one-time payments. For example, Georgia Power franchise fees are only received once a year in the spring.

- Overall expenses are at 39% of budget but coming in at $51,509 higher compared to last year. This increase is due to City Hall repairs and maintenance expenses (mostly AC repairs and services), increase in overtime costs for patrol due to turnover and short staffing, and a transfer of $10,000 to the Local Resources Fund for the city signs project.



GENERAL FUND REVENUE DETAIL - (EXCLUDES OTHER FINANCING SOURCES)

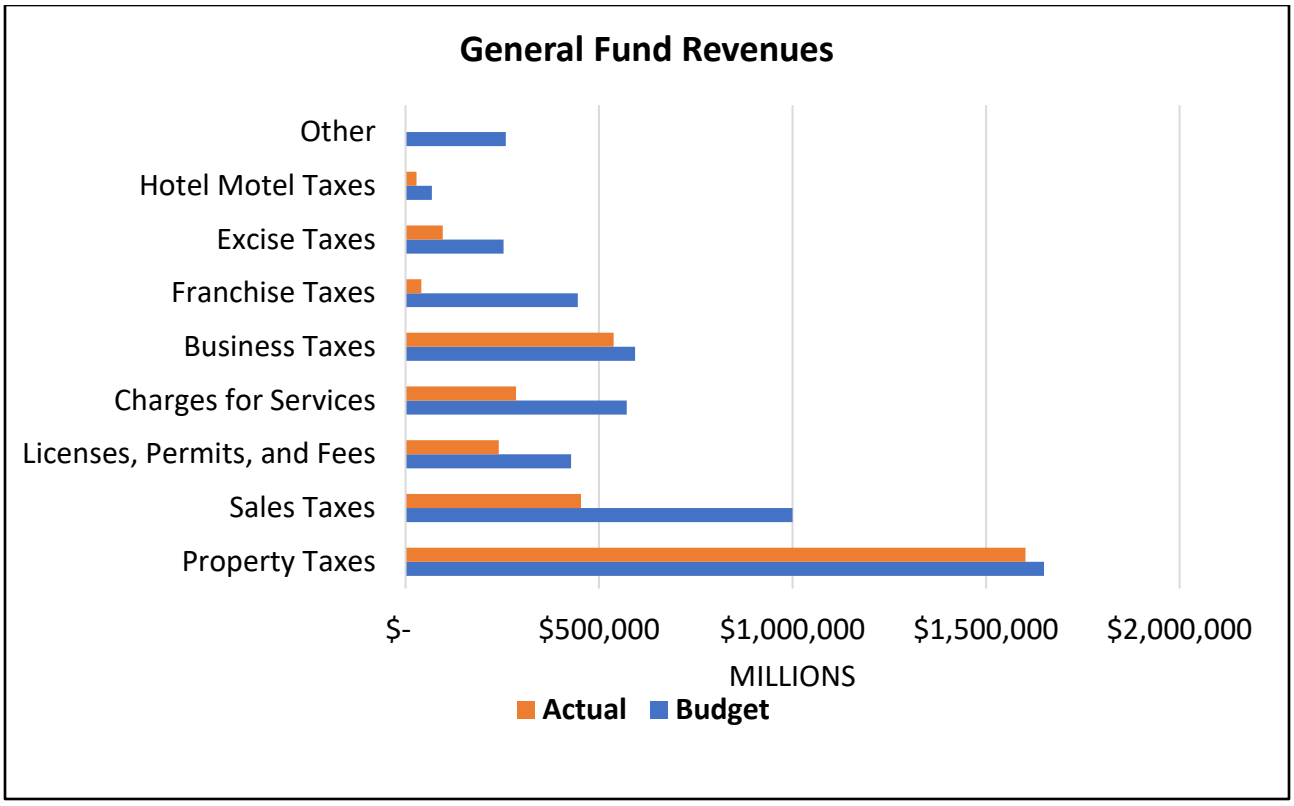
- Property Taxes received through the reporting period total $1,602,042 which is $47,378 or 3% below budgeted amounts. This is due to timing of when the revenue is received as we are still collecting payments throughout the first of the year. The largest component of this line item is Real Property taxes which account for $1,461,159 of the collections. These collections are above the budgeted estimates for the period. The second largest component of Property Taxes is the Motor Vehicle Tax and TVAT Tax. These taxes through December 31, 2019 totaled $126,030.

- Sales Taxes through the second quarter of FY 2020 yielded $453,244 which is 45% of budget estimates for the period.

- Licenses, permits, and fees for the second quarter of FY2020 is 56% of the budgeted amounts for the fiscal year for a total of $240,774. We expect permit revenues to climb as the new developments continue construction of new homes and apartments.

- Charges for services are 50% collected to date for a total of $285,344. Of this amount, $24,502 is related to accident reports, false alarms, background checks, and the technology fund. Majority of the remaining $216,027 is court fines collected to date.

- Business taxes, franchise taxes, and excise taxes are above the 50% estimate for the quarter, coming in at 91% of budget. Some of these revenue sources are a one-time payment for the entire year as collected at different times throughout the year.

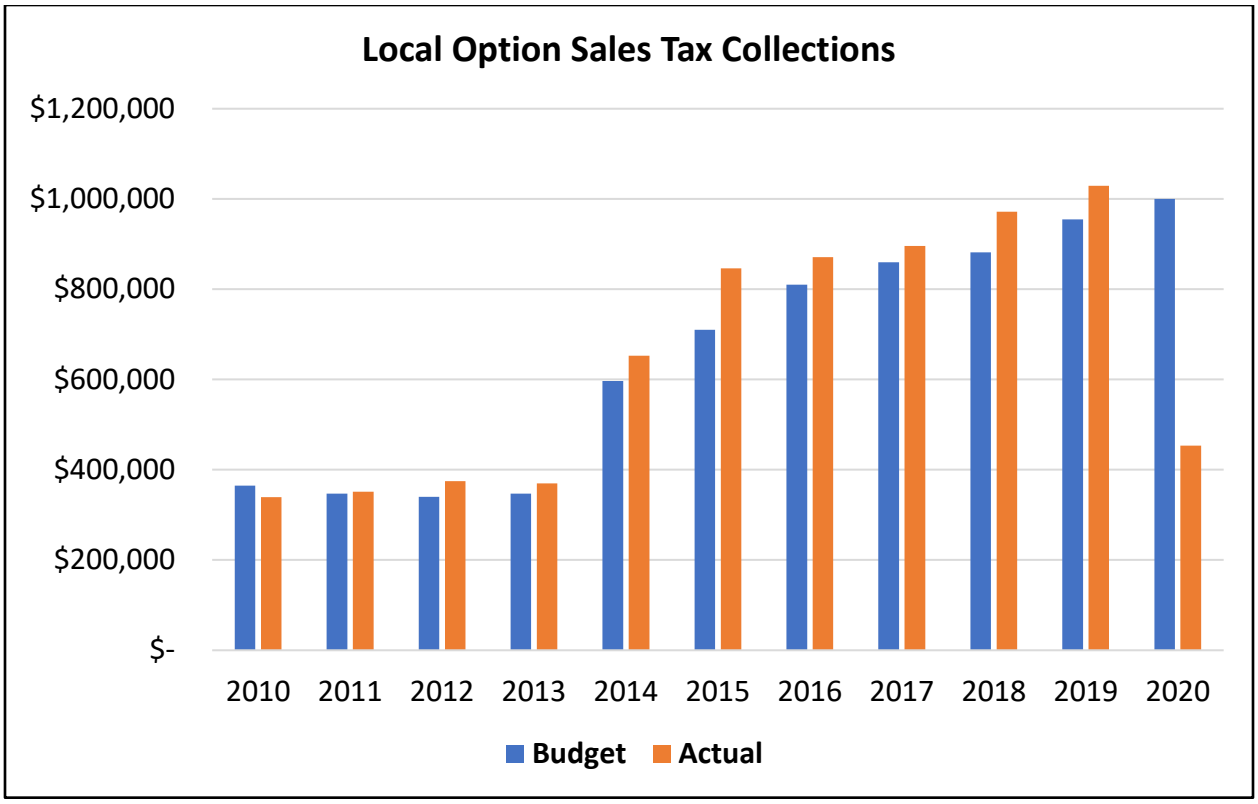


LOCAL OPTIONS SALES TAX (LOST) COLLECTION HISTORY

- LOST revenues are trending close to budgeted projections at 45% with actual collections to date totaling $453,244 for the period ended December 31, 2019. The amount on the financials includes an adjustment for accrual of $89,074.42 for June received in July and normal collections are one month behind. The average monthly collections through the reporting period, LOST revenues are expected to be above budget estimates by $110K for the year.

CONCLUSION

- Trends in the graph on the next page show LOST collection cycles for the past 10 years plus the current fiscal year 2020 to date. Future LOST collections are difficult to predict; however, they are directly correlated to the local economy which is in good standing at this time. The City of Flowery Branch will continue to monitor sales tax collections and recommend budget adjustments as necessary.



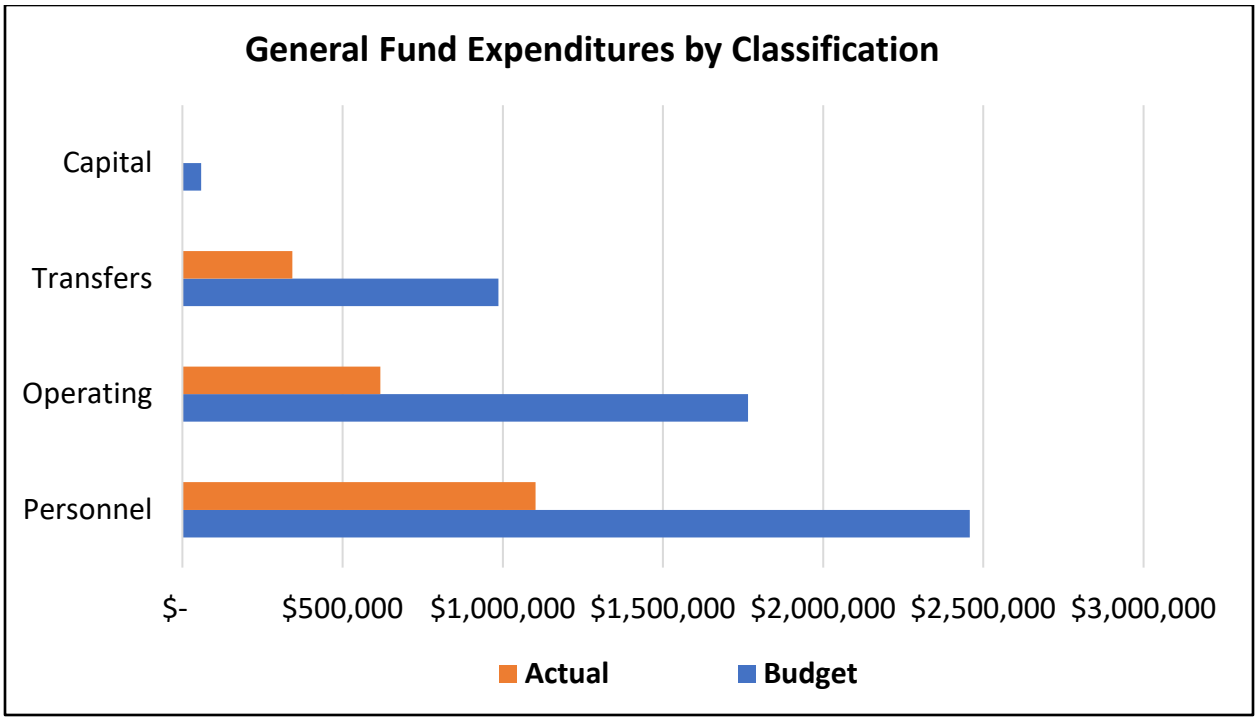
GENERAL FUND EXPENDITURES BY CLASSIFICATION

- Personnel expenditures (salaries and fringe benefits) are 45% or $1,101,924 of budget estimates at December 31, 2019. This is slightly less than the quarterly estimate of 50% because of turnover within the police and public works department. Going forward, we may see excess spent in this category for patrol due to turnover and short staffing overtime.

- Operating expenditures are $618,389 or 35% of budget estimates at December 31, 2019.

- Transfers out are below budget estimates by 15% at December 31, 2019.

- Capital outlay expenditures are below budget estimates by $58,500 at December 31, 2019. We are in the planning stages of choosing a vehicle for public works and the right-of-way acquisition funds are only used if needed.



SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) COLLECTION HISTORY STATUS

- SPLOST VII receipts from August 2015 to the current reporting period total $3,931,410 which breaks down to an average of $72,804 in collections per month over the past 54 months. Currently, we are at a total of 5.93% higher in collections from the projected amount from Hall County. The past five months collections have been between 5.50% to 14.4% of the estimated collections.

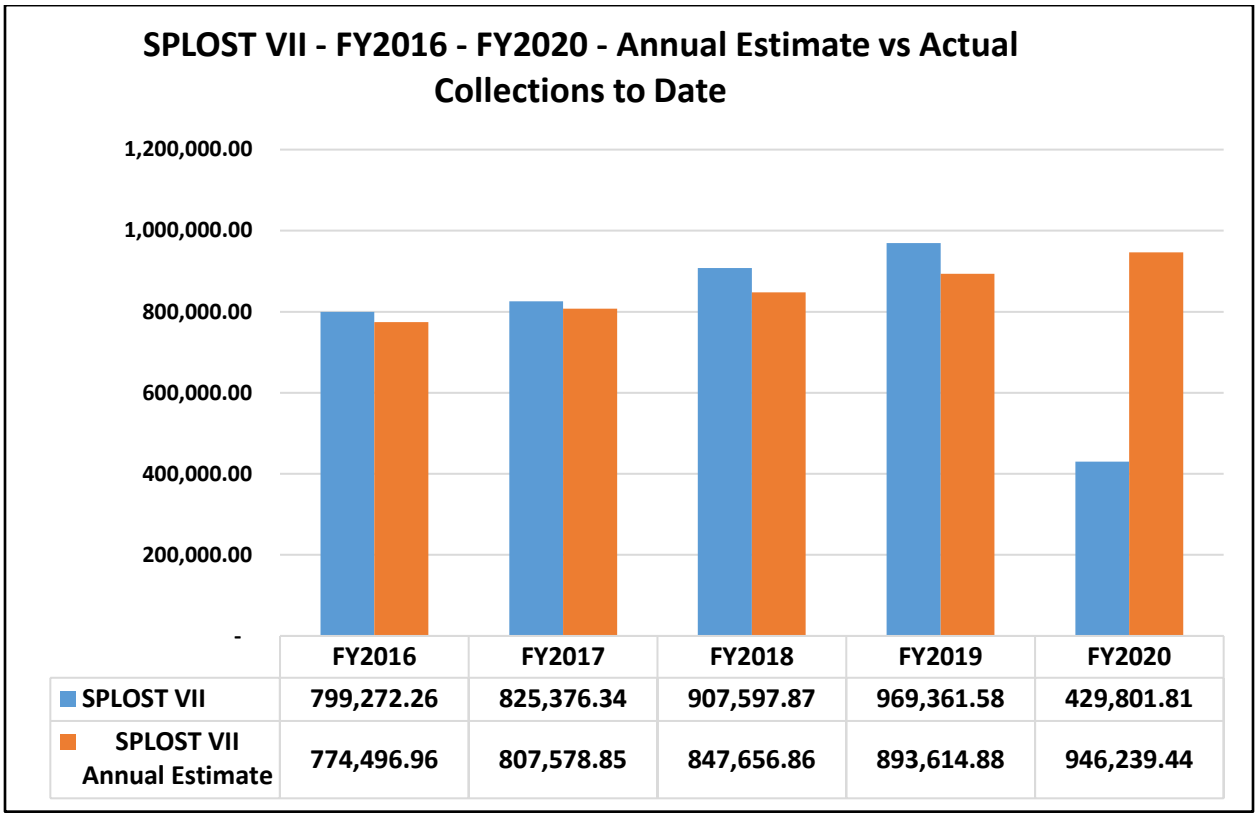
- The Waste Water Catwalk Project has been abandoned due to combining the project with the plant expansion project. Due to the abandonment of this project, all collections going forward will be assigned to approved categories as Council deems necessary.

- Current projects in progress are:
  - City-Wide Signage Project - SPLOST Portion Only ($52,000)
  - Hydrotech Diskfilters Equipment ($52,100)
  - Digester Diversion Pump ($29,000)
  - Police Vehicles & Equipment ($285,267)

- Last five payments detail disbursed as follows:

  - August 2019 for $84,317.25
  - September 2019 for $90,202.23

- October 2019 for $85,878.46
- November 2019 for $86,212.78
- December 2019 for $84,298.12



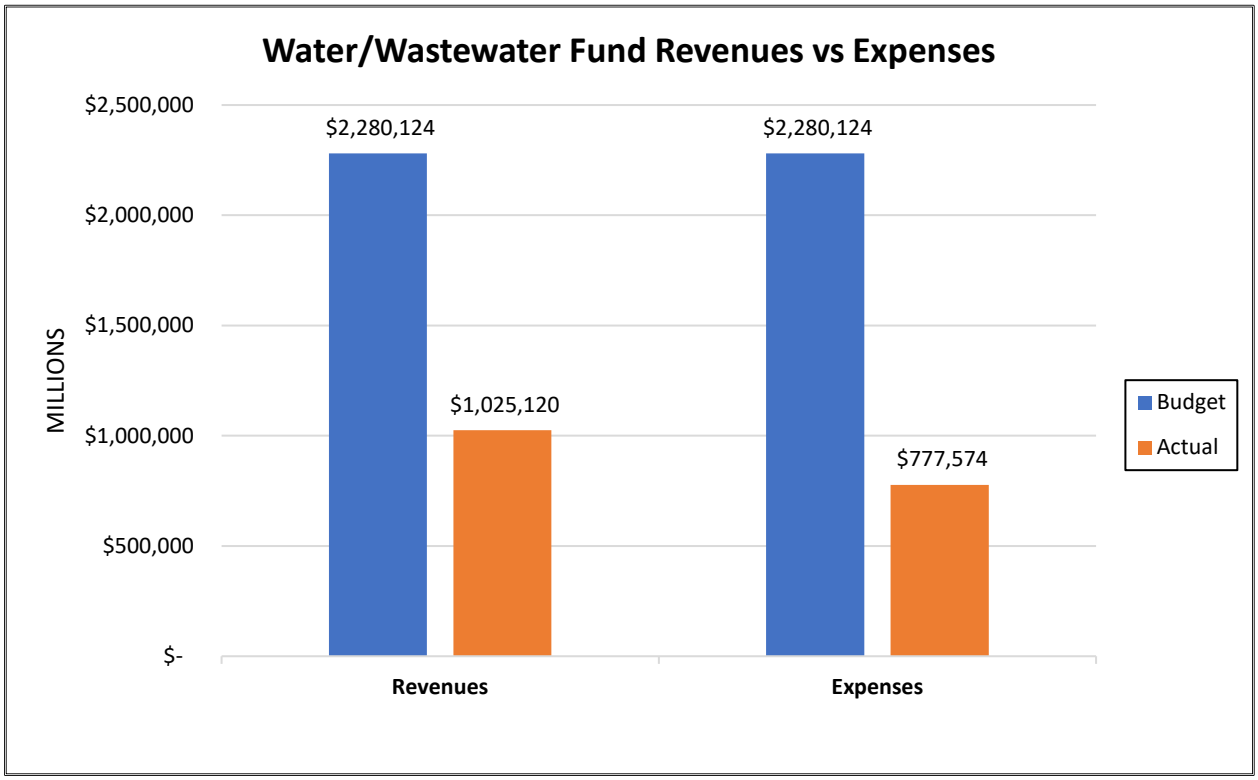
WATER AND WASTEWATER FUND

- Total revenues are higher compared to last fiscal year, coming in at 45%, with an increase of $59,666 due to higher collections for water and sewer monthly charges.

- Overall expenses are at 34%, with a decrease compared to fiscal year 2019, which puts us a little short for being on track for 12/31/2019 quarter end.

CONCLUSION

- Revenues are exceeding expenses as of December 31, 2019 by $247,546 for the period.

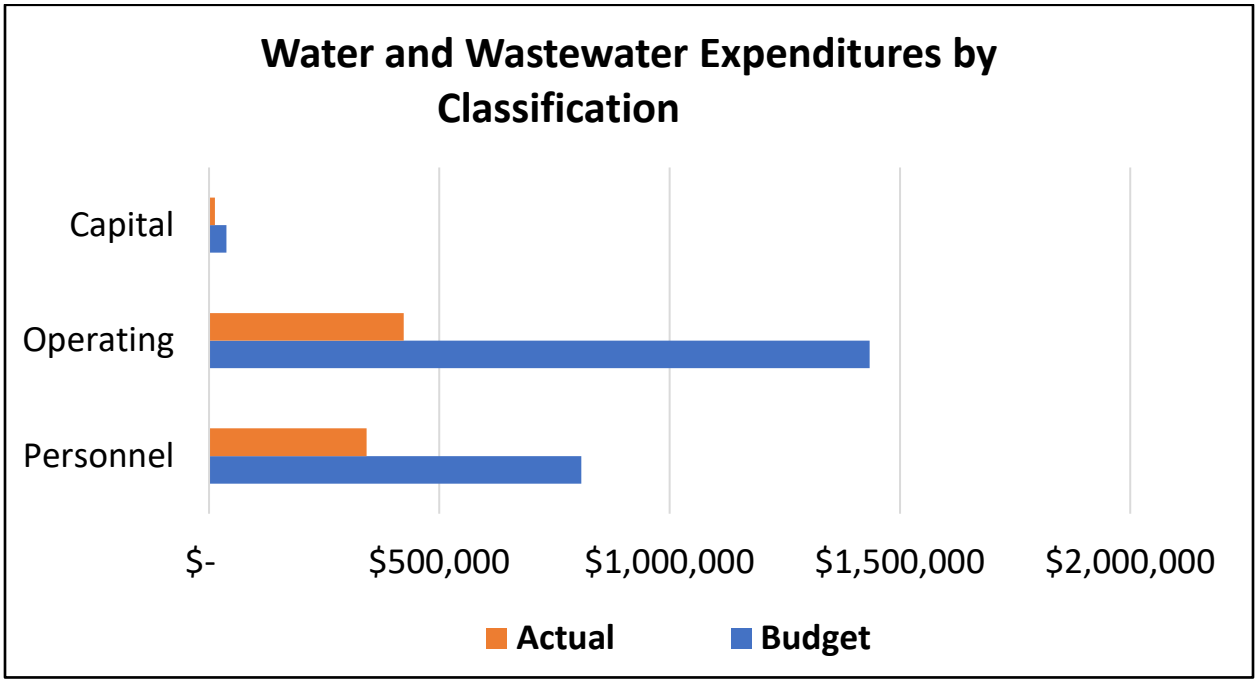


WATER/WASTEWATER FUND EXPENDITURES BY CLASSIFICATION

- Personnel expenditures (salaries and fringe benefits) are 42% or $342,158 of budget estimates at December 31, 2019. This is slightly less than the quarterly estimate of 50%.

- Operating expenditures are $422,443 or 29% of budget estimates at December 31, 2019.

- Capital outlay expenditures are below budget estimates by $25,027 at December 31, 2019. We are in the planning stages of choosing a second vehicle for the water/wastewater department.



OTHER FUNDS

- **<u>Tax Allocation District</u>**

  There is no activity for the TAD as of December 31, 2019. We budgeted $605,000 from the TAD to the City Hall storm water proportion of the project in FY2018. The $564,424.15 expensed in FY2018 is the remaining of the storm water expense not expensed in the prior year. The TAD fund will show a negative balance until TAD fees are collected to make up the difference. The TAD fund balance as of 6/30/2019 was a negative balance of $100,293.09. We expect to exceed this amount in the collections of TAD proceeds this year to make up the amount due to the General Fund.

- **<u>Hotel Motel Tax Fund</u>**

  Revenues and expenses are at 61% and 62% of budget, respectively, with $46,889 total collections and $48,027 total expenses.

- **<u>Water Sewer Capital Projects Fund</u>**

  Total revenues are at 142% collections with a total of $778,372 collected in development charges and interest. We are expecting a continued increase in development charges for FY2020 with new developments in the area. City staff is utilizing these funds for planning

projects for water sewer infrastructure improvements and plant expansion. Current project activity for FY2020 are the following:

- Water Tank Improvements Planning and Design ($51,500)
- Water Line Improvements Planning and Design ($50,000)
- Light Ferry Lift Station Improvements ($394,216)
- Effluent Discharge Force Main Replacement – complete
- HACH Maintenance Management Software ($24,770)
- Underground Utility Investigation Study ($9,550)
- Geotechnical Investigation Study ($13,500)

- **Local Resources Fund**

  We are at 46% collected, all due to the quarterly transfer from General Fund. Expenses are at 36%, lower than the average of 50% due to the weather delays in paving projects. LMIG grant revenue has been awarded and received in January 2020.

  Current project activity for FY2020 are the following:

  - Roads Paving/Repairs & Maintenance ($486,235)
  - City-Wide Signage Project ($78,000)
  - Old City Hall Demolition Project – complete
  - New Financial Software – complete
  - Downtown Streetscapes/Park Design Project ($92,500)

SECOND QUARTER FY2020 FINANCIALS UPDATE PRESENTATION AS OF DECEMBER 31, 2019

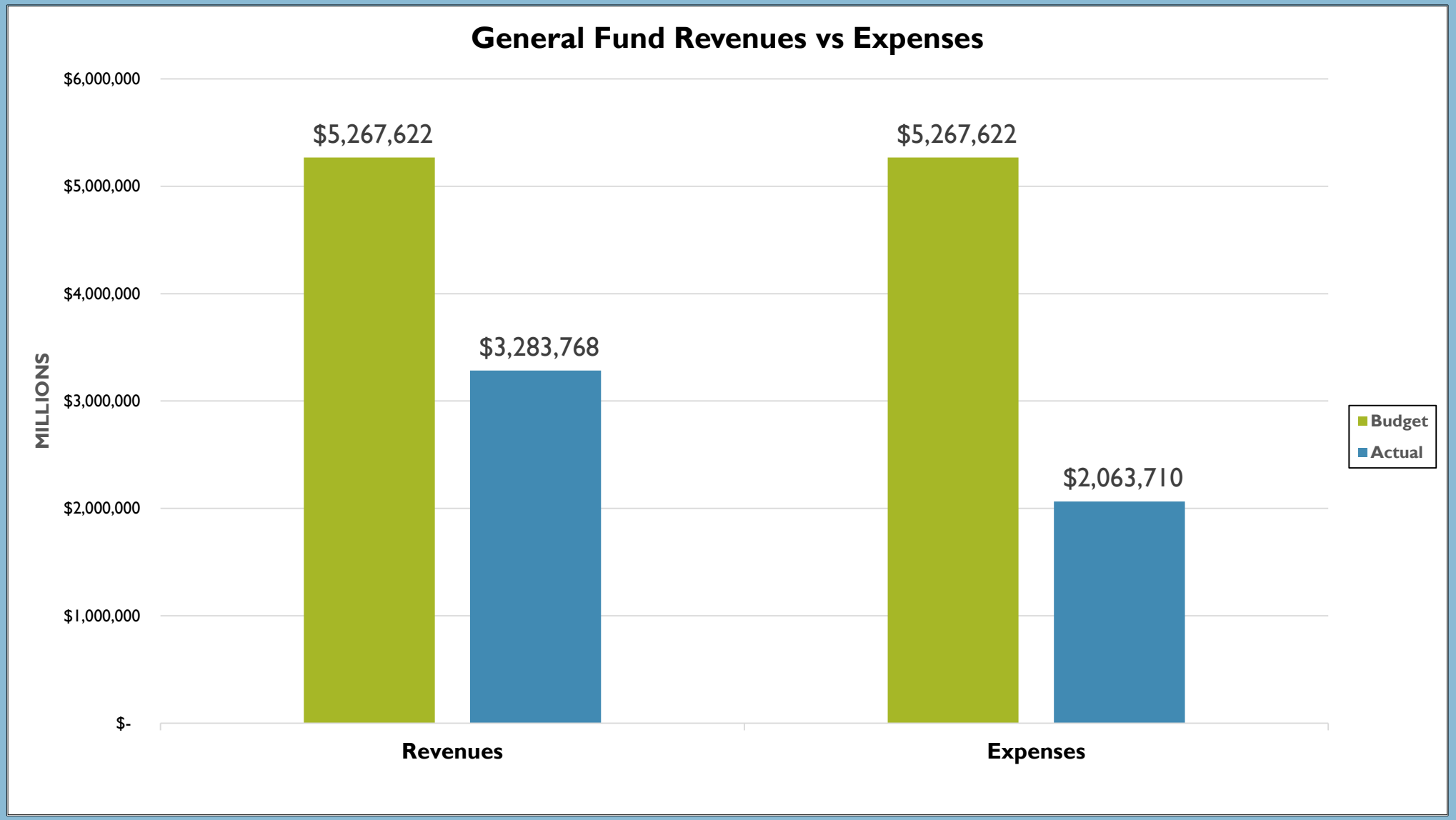
Flowery Branch

February 6, 2020

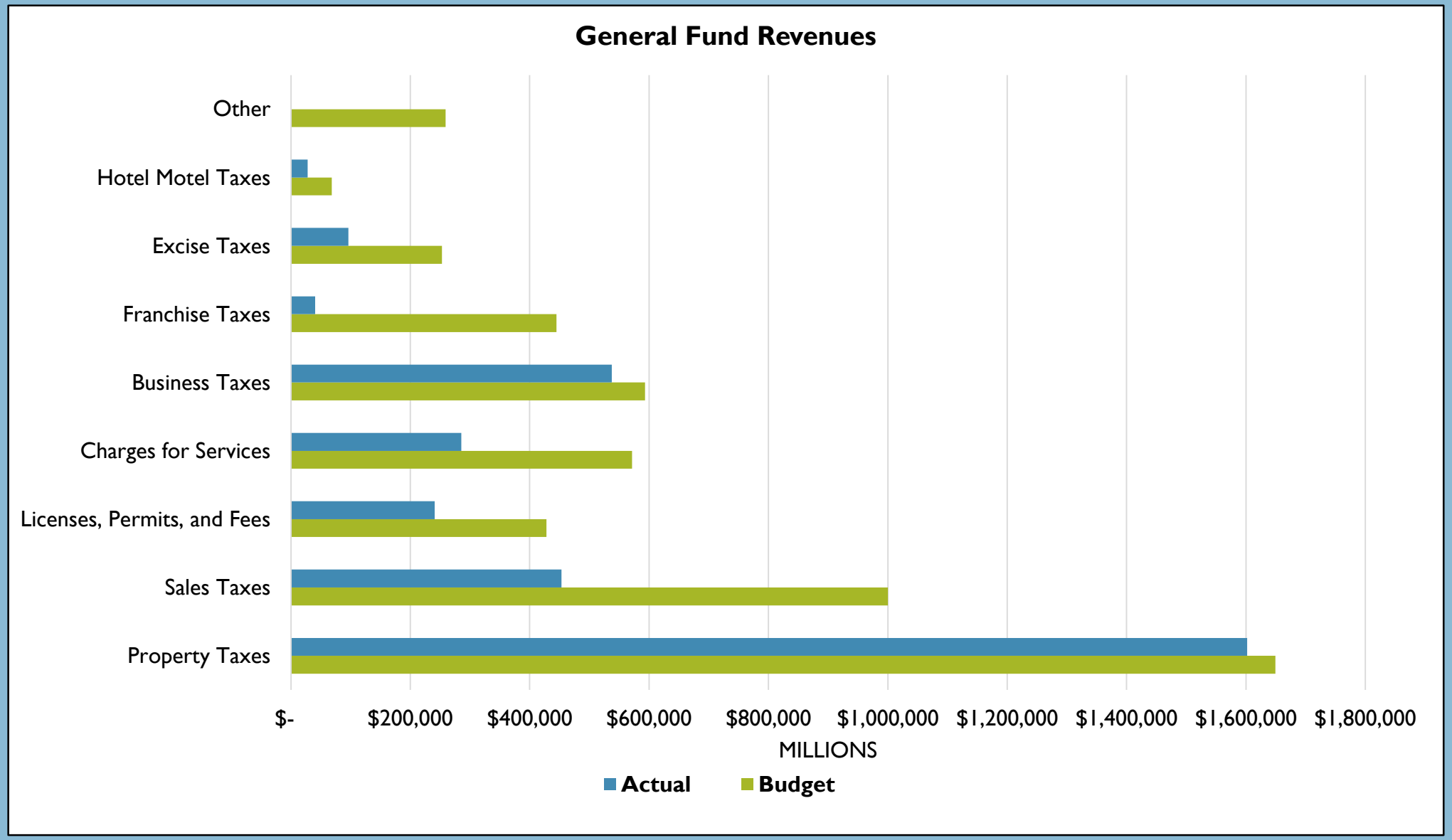
Overview:

1) First quarter activity should reflect 50% average collected or expensed as of 12/31/2019.
2) This is dependent on when revenue is received or expenses are incurred.
3) The financial report is for an interim period and are not audited statements.

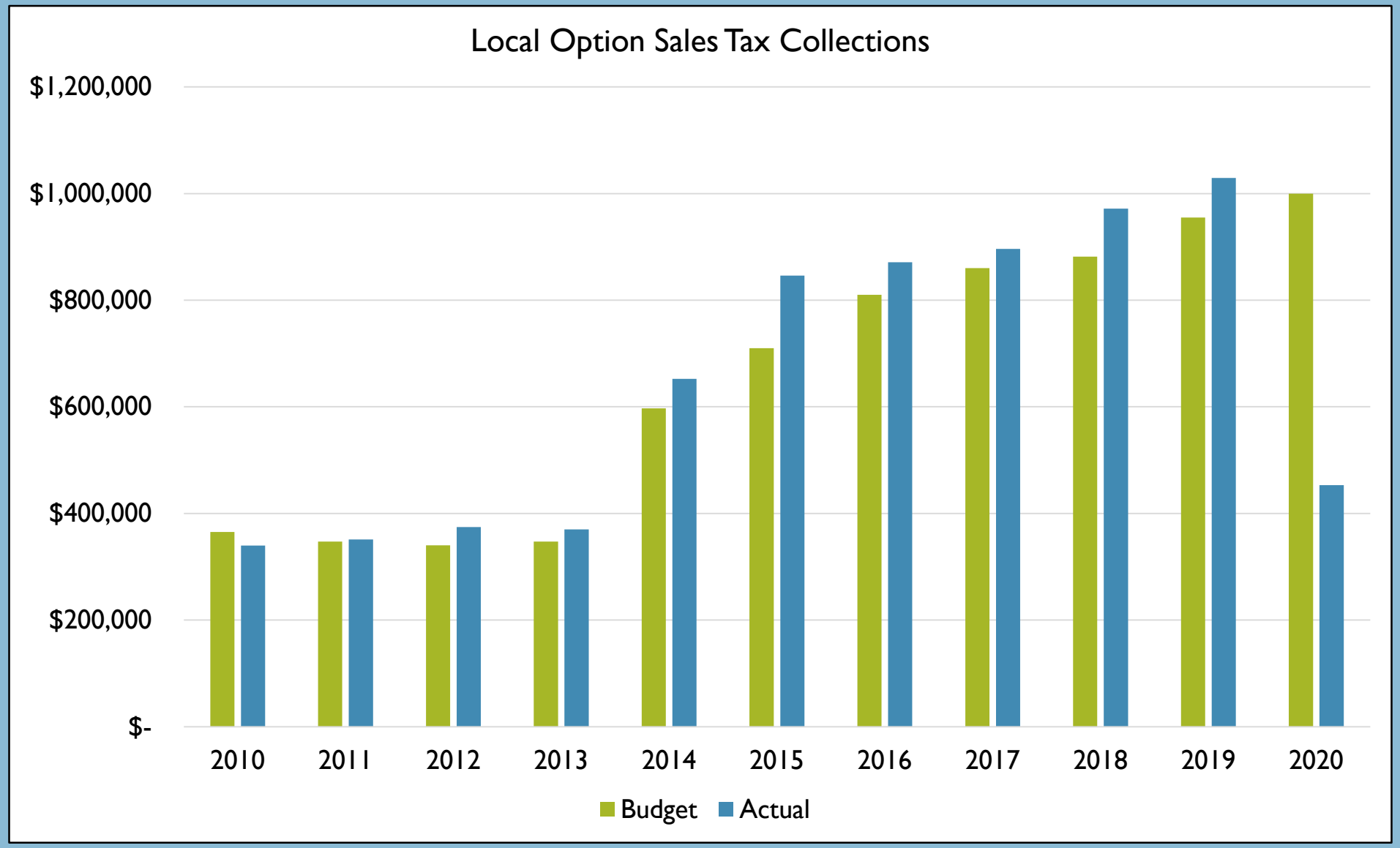
General Fund Budget to Actual:



General Fund Revenue Detail:

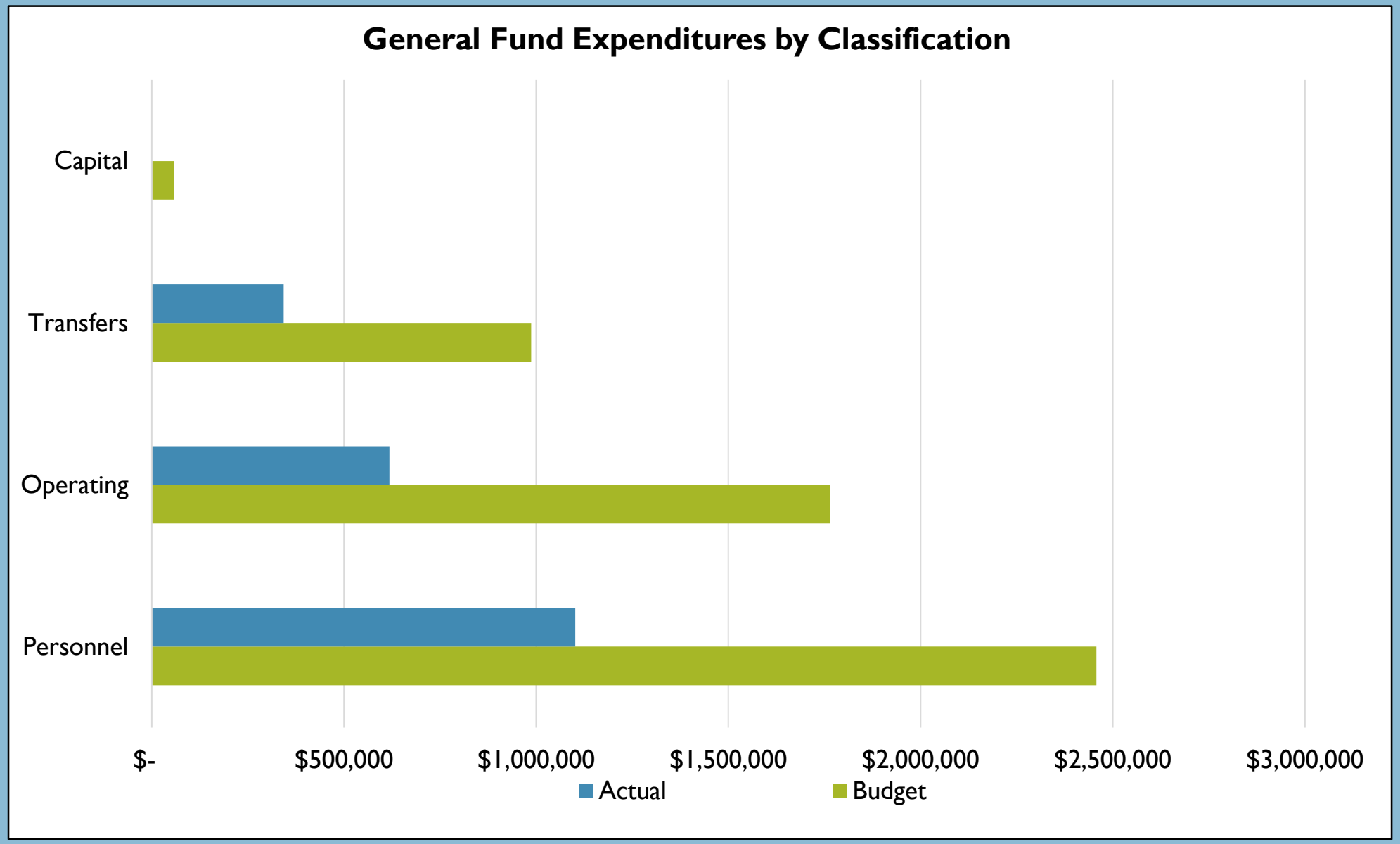


Local Options Sales Tax (LOST) Collections:

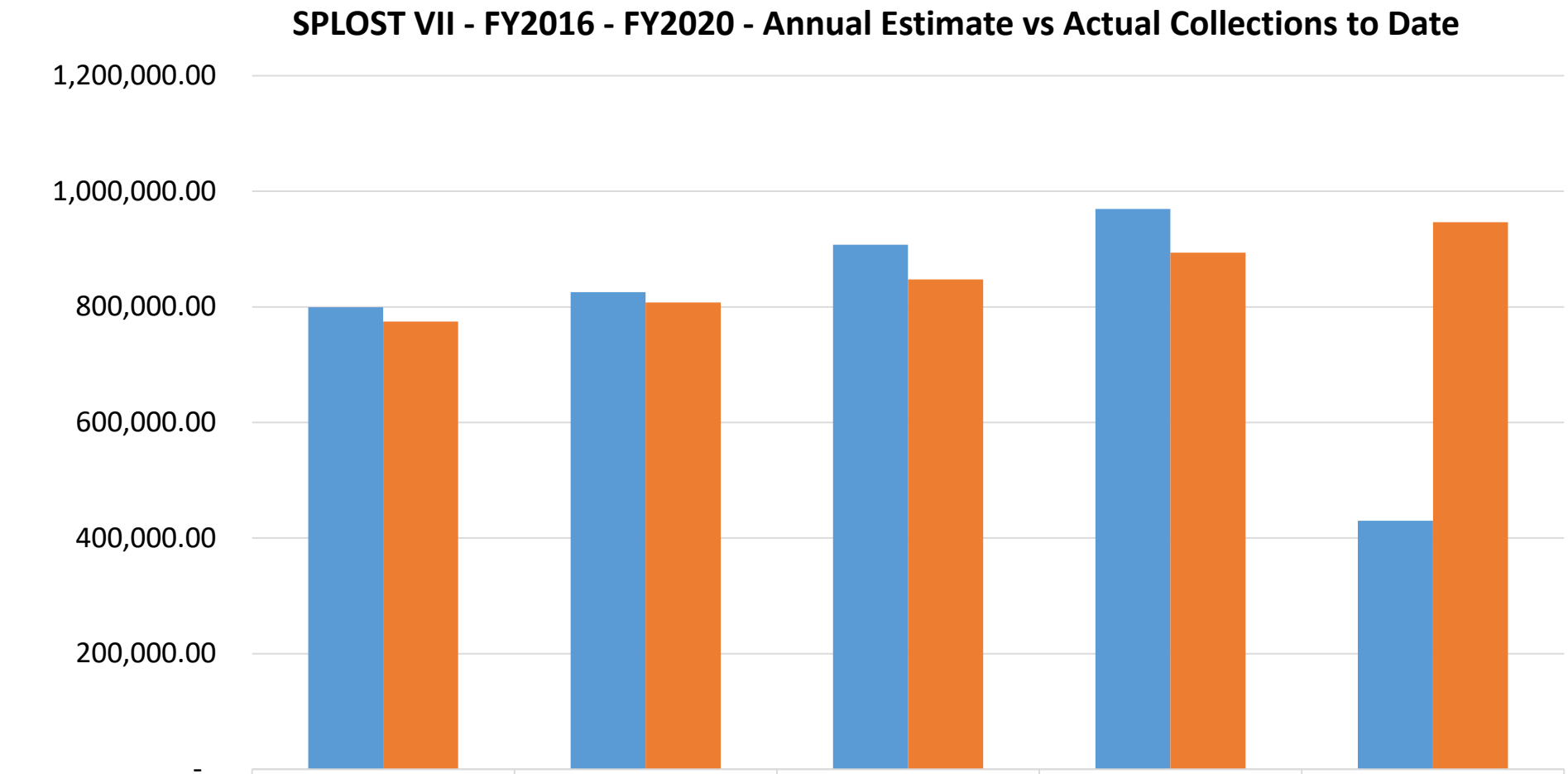


Flowery Branch

General Fund Expenditures by Classification:

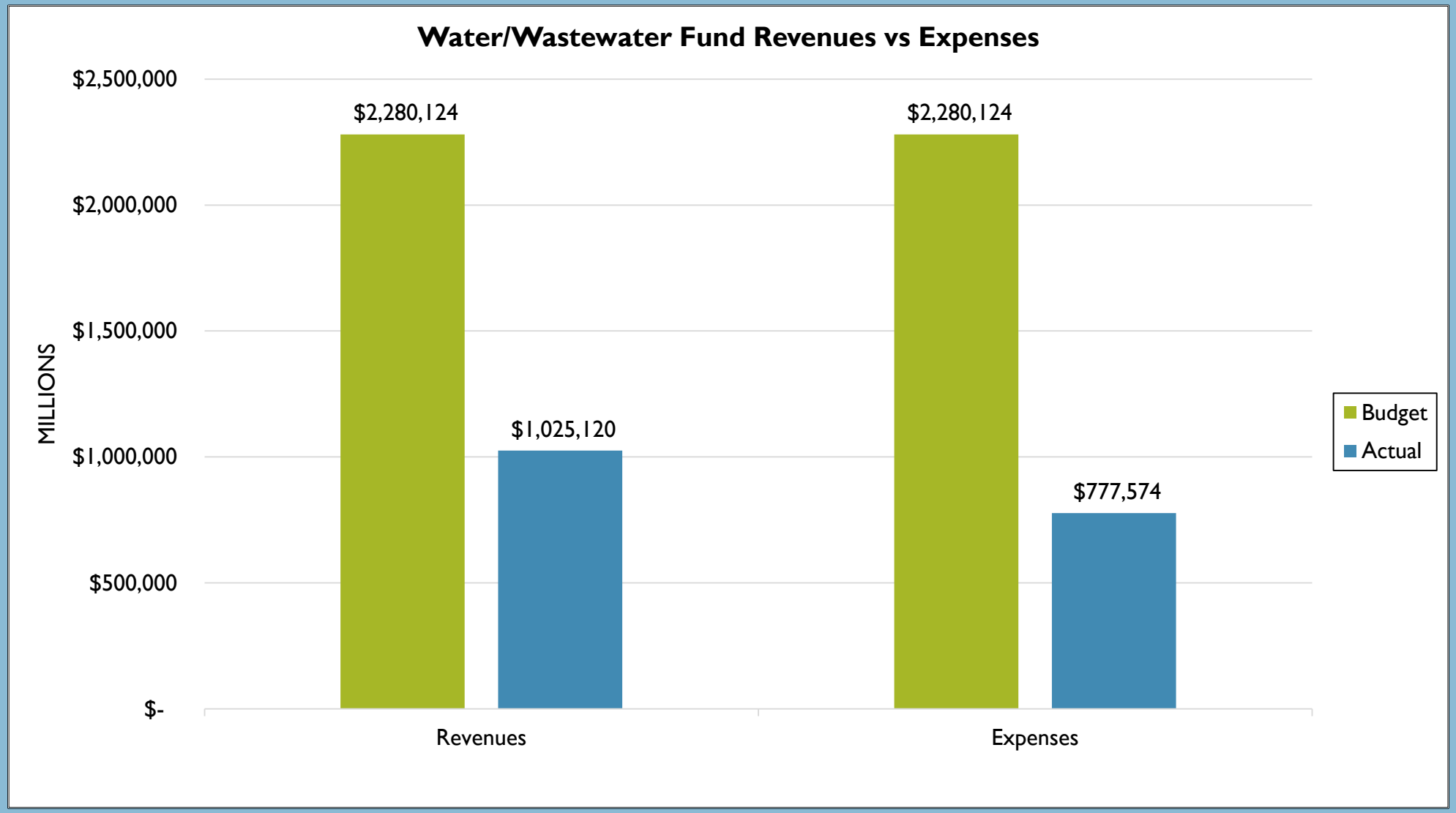


SPLOST VII Collections:

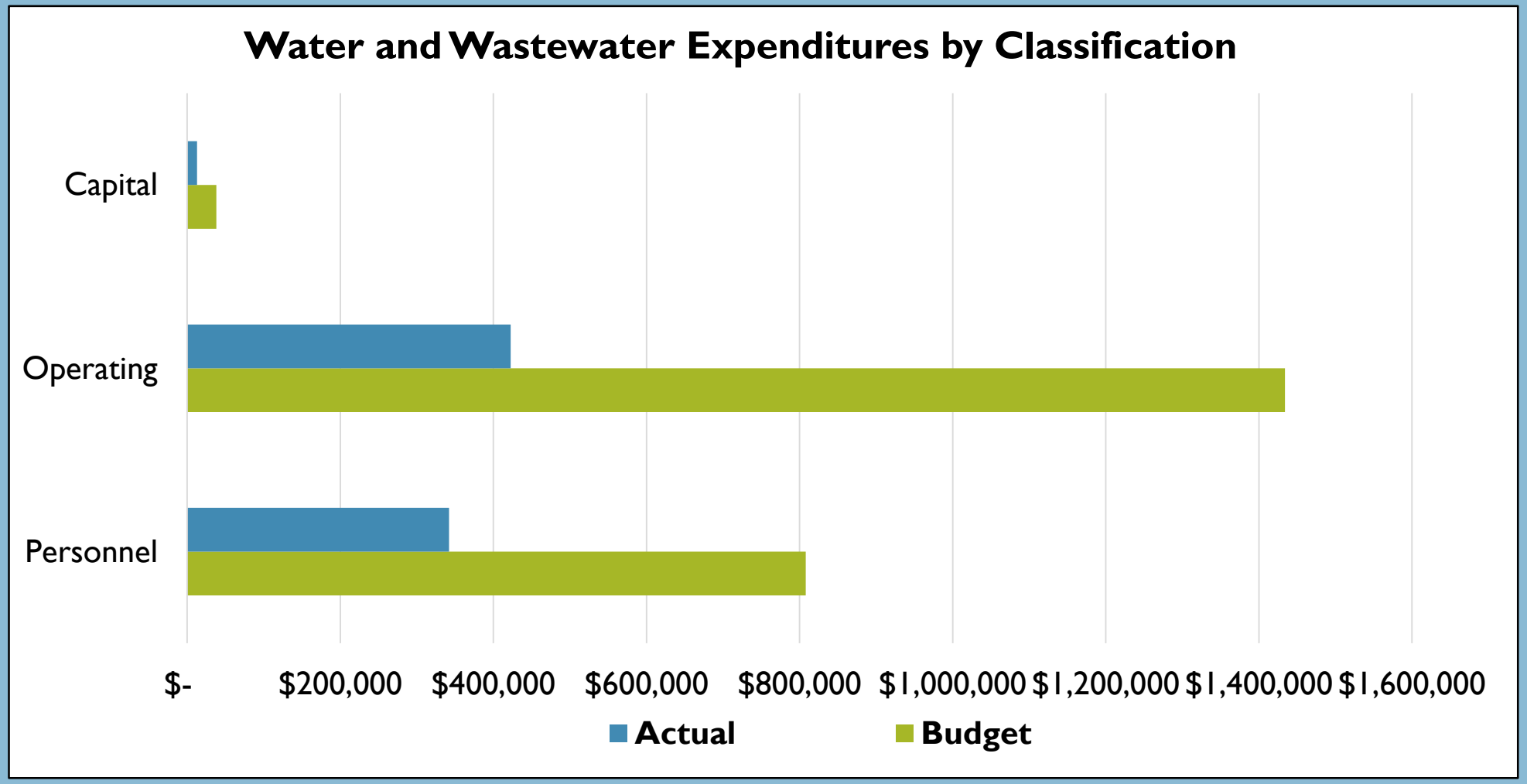


	FY2016	FY2017	FY2018	FY2019	FY2020
SPLOST VII	799,272.26	825,376.34	907,597.87	969,361.58	429,801.81
SPLOST VII Annual Estimate	774,496.96	807,578.85	847,656.86	893,614.88	946,239.44

Water & Wastewater Fund:



Water/Wastewater Fund Expenditures by Classification:



Other Funds - TAD:

Tax Allocation District

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Other Funds – Hotel Motel Tax

Hotel Motel Tax Fund

Revenues and expenses are at 61% and 62%of budget, respectively, with $46,889 total collections and $48,027 total expenses.

Other Funds – Local Resources Fund

Local Resources Fund

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Current project activity:

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- New Financial Software – complete
- Downtown Streetscapes/Park Design Project ($92,500)

Other Funds – Water Sewer Capital Projects:

<u>Water Sewer Capital Projects Fund</u>

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Other Funds – Water Sewer Capital Projects:

Current project activity:

- Water Tank Improvements Planning & Design ($51,500)
- Water Line Improvements Planning & Design ($50,000)
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- HACH Maintenance Management Software ($24,770)
- Underground Utility Investigation Study ($9,550)

Questions?

Flowery Branch

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2020 - 2nd Quarter SPLOST VII Update

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
Quarterly SPLOST VII Update

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No Action Needed

SAMPLE MOTION:
No motion needed

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- SPLOST VII Update 12-31-2019.pdf

SPLOST VII Update as of 12/31/2019:

1)Four projects in progress:

a. City-Wide Signage Project ($52,000)
b. Hydrotech Diskfilters Equipment ($52,100)
c. Digester Diversion Pump ($29,000)
d. Police Vehicles & Equipment ($285,267)

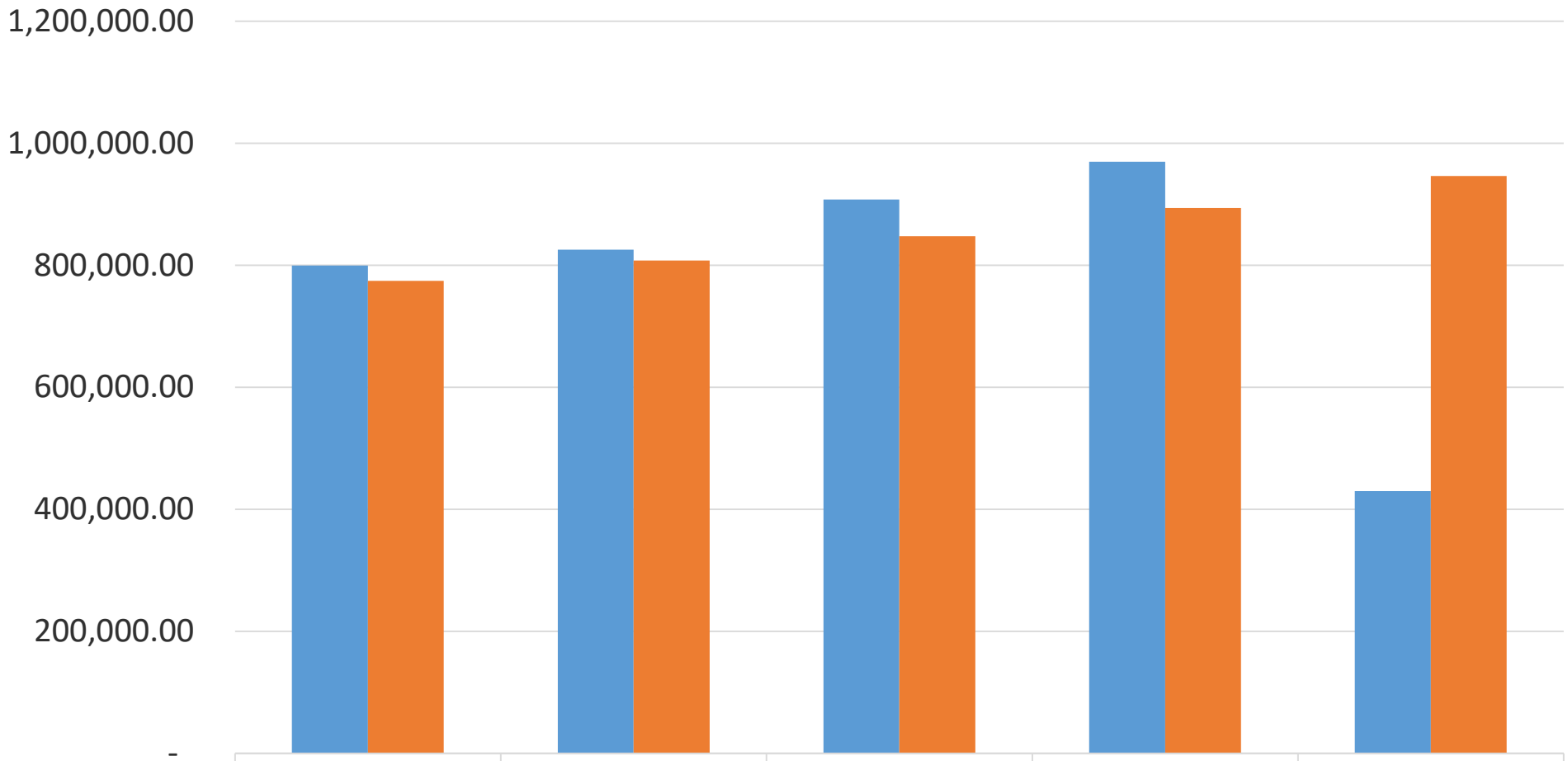
2) The Catwalk Project was originally planned in the beginning phases of SPLOST VII. Since then, this project has been abandoned due to adding the project to the scope of the wastewater plant expansion project.

3) Still 9 months to collect for SPLOST VII – collections received 2 months behind

History of SPLOST Terms:

December 31, 2019	6YR SPLOST VIII	5YR SPLOST VII	6YR SPLOST VI	5YR SPLOST V
Estimate	6,792,614.00	4,269,587.00		
Actual Collections		3,931,409.86	1,644,571.00	569,808.00
SPLOST Term Growth Rate	37.14%	58.17%	65.35%	

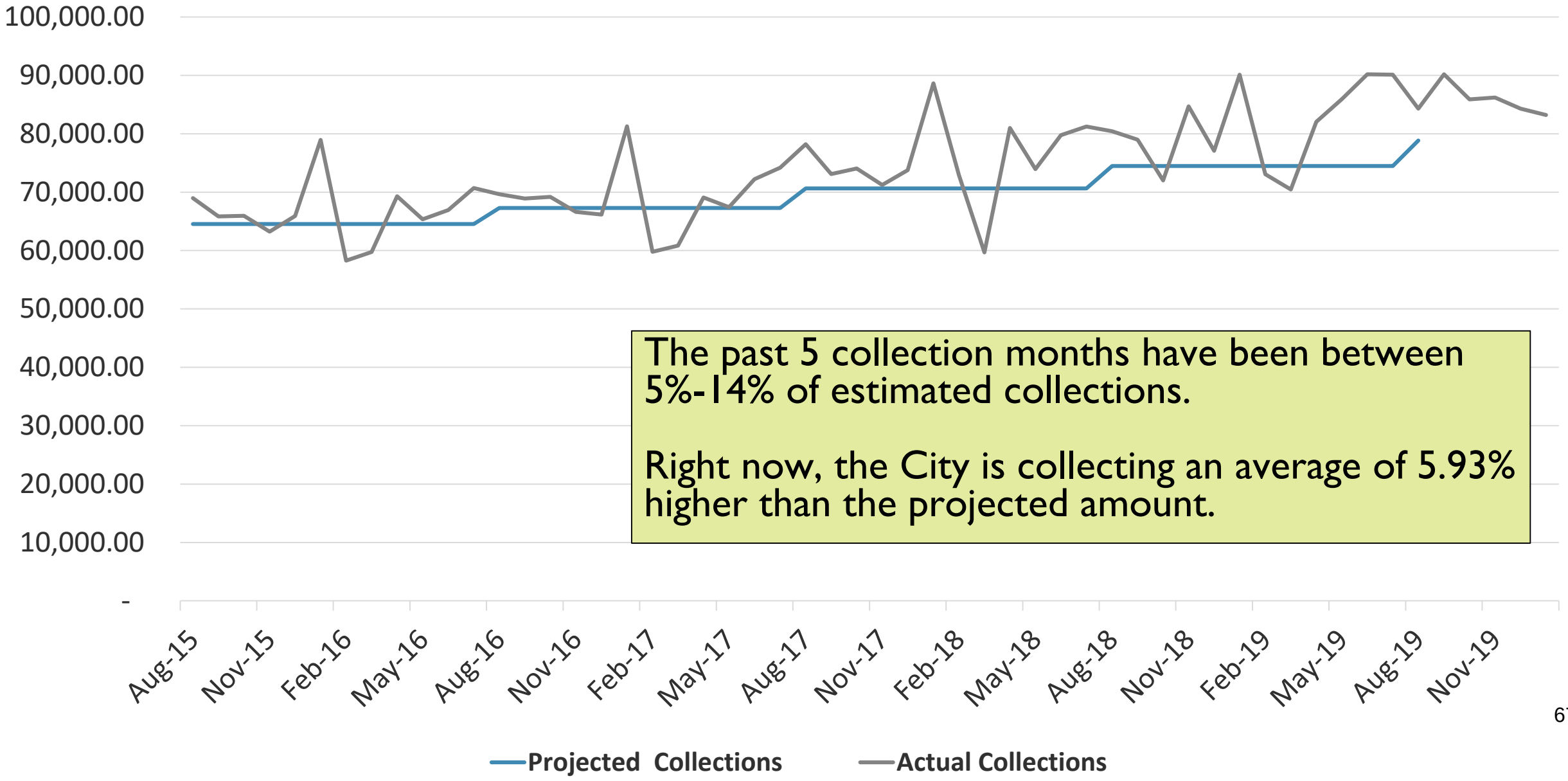
SPLOST VII - FY2016 - FY2020 - Annual Estimate vs Actual Collections to Date



	FY2016	FY2017	FY2018	FY2019	FY2020
SPLOST VII	799,272.26	825,376.34	907,597.87	969,361.58	429,801.81
SPLOST VII Annual Estimate	774,496.96	807,578.85	847,656.86	893,614.88	946,239.44

Flowery Branch

SPLOST VII Projected Collections vs Actual Collections to Date



The past 5 collection months have been between 5%-14% of estimated collections.

Right now, the City is collecting an average of 5.93% higher than the projected amount.

SPLOST VII Projected Collections to Actual Collections:

Collection Month	Projected Collections	Actual Collections	Variance of Projected to Actual
Jan-19	74,467.91	90,107.80	21.00%
Feb-19	74,467.91	73,068.94	-1.88%
Mar-19	74,467.91	70,468.31	-5.37%
Apr-19	74,467.91	82,060.52	10.20%
May-19	74,467.91	85,935.88	15.40%
Jun-19	74,467.91	90,202.23	21.13%
Jul-19	74,467.91	90,131.61	21.03%
Aug-19	78,853.29	84,317.25	6.93%
Sep-19	78,853.29	90,202.23	14.39%
Oct-19	78,853.29	85,878.46	8.91%
Nov-19	78,853.29	86,212.78	9.33%
Dec-19	78,853.29	84,298.12	6.91%
Jan-20	78,853.29	83,210.22	5.53%

Flowery Branch

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider 2020 Regulatory Event Dates

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The city authorizes certain events that are repeated annually. To streamline the processing and avoid having to bring these events to the council throughout the year, the regular events are being presented as one item was as in the past they were brought to the council individually throughout the year.

FACTS AND ISSUES:
If the council approves the dates, the City Clerk will be able to issue the license once the official application is received and approved by the Chief of Police and the City Manager.

Any events outside of the normal events listed will be brought to the council for approval at the time of application.

The timing typically is the same annually. If there is a conflict with the usual date, discretion is required to allow the City Manager to authorize a date within the same month.

Christmas Festival – First weekend in December - Friday
Jingle Jog – First weekend in December - Saturday
Boo Run – Last weekend in October
Sterling Harvest Balloon Festival – 3rd weekend in October
Fall Festival – First weekend in October
Car Show and Chili Cook Off – Second weekend in September
South Hall Rotary 5k – Last weekend in August
Sterling Fireworks – First weekend in July
Masonic Lodge Spring Fun Run 5k – Third weekend in May
Spring Festival – First weekend in May

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:
Revenue only

RECOMMENDATION:

Approve as proposed

SAMPLE MOTION:
No motion needed - on the consent agenda

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 2020 Regulatory dates.doc

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Approve the dates for annual events

DATE: January 22, 2020

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: February 6, 2020

PURPOSE:
Approve the dates for the annual events in the City.

HISTORY:
In the past the City Clerk has brought each regulatory license to the council at the time of applications.

FACTS & ISSUES:
The city authorizes certain events that are repeated annually. To streamline the processing and avoid having to bring these events to the council throughout the year, the regular events are being presented as one item.

Once the council approves the dates, the City Clerk will be able to issue the license once the official application is received and approved by the Chief of Police and the City Manager.

Any events outside of the normal events listed will be brought to the council for approval at the time of application.

The timing typically is the same annually. If there is a conflict with the usual date, discretion is required to allow the City Manager to authorize a date within the same month.

Christmas Festival – First weekend in December - Friday
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Car Show and Chili Cook Off – Second weekend in September
South Hall Rotary 5k – Last weekend in August
Sterling Fireworks – First weekend in July
Masonic Lodge Spring Fun Run 5k – Third weekend in May
Spring Festival – First weekend in May

OPTIONS: Approval

RECOMMENDED SAMPLE MOTION:
I make a motion to approve the dates for the above listed regular events.

DEPARTMENT: Administration

Prepared by: Melissa McCain

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider January 16, 2020 Meeting Minutes

COUNCIL MEETING DATE: February 6, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the Consent Agenda

SAMPLE MOTION:
No motion required - on the consent agenda

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 011620 draft.pdf

City of Flowery Branch
Council Meeting Minutes
January 16, 2020 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

PRESENT: Mayor James Miller and Council Members Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, Finance Director Alisha Gamble, City Planner Rich Atkinson, Police Chief David Spillers and Attorney Ron Bennett.

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance

PROCLAMATION - BRAD KELLER

Mayor Miller presented Kansas City Pitcher and former Flowery Branch alumni Brad Keller with a proclamation and declared January 1, 2020 Brad Keller Day in Flowery Branch.

PRESENTATION - Art Presentation - Chad Shore

Manager Andrew reviewed the idea of painting the Railroad Avenue storage building and showed some updated examples considering the comments made from the council at the last meeting.

Manager Andrew reminded the council of issues to consider:

- $10,000 is an excellent price
- Do we want to have this done now so it will work with promoting the coming Main Street Building?
- Should we consider an overall Art Program and a Branding Campaign?
- The Roberts Drive Tank is planned to be The Falcons Tank and the Old Town Tank is planned to be the Flowery Branch Tank.
- Do we need an Arts Advisory Group?

Manager Andrew further review some examples of logos for the painting of the water towers.

Mayor Miller inquired about the possibility of having High School Art Students involved.

Mr. Shore advised that he would be open to working with the schools but that in the past he has done that, but he has had to correct mistakes, or he would outline the drawing and they could paint in the lines.

Councilman Anglin advised that he would like to get the public involved and have an Arts Advisory Group.

Mayor Miller advised that he would like the blues in the example to match the shade of the flowery branch logo.

Councilman Mundy inquired on the timeline for completion.

Mr. Shore advised that it would take about a week.

Councilwoman Farah advised that she would like some feedback from the public prior to making a decision.

Mayor Miller requested three options for the public to review.

Mr. Shore advised that he could have the options to the staff within a week for public feedback.

Mayor Miller inquired if the train could be incorporated in the painting.

Mr. Shore advised that the railroad tracks are right next to the building and this design is a simple, pleasing design and adding tracks is to much. Mr. Shore noted that if the city wanted a train incorporated, it would be an entirely different mural.

Councilwoman Jarchow suggested making the flowers larger to calm the design.

Mayor Miller liked the wording “The Branch” but was not a fan of the flowers.

Mayor Miller thought the design would contain the dogwood flowers as that is the City’s logo.

Councilman Anglin suggested three option with one of those options including a dogwood flower or dogwood flowers on a branch.

Mary Hall – Cash Roads, Flowery Branch

Ms. Hall advised that she is part of Vision 2030 and that she would be interested in sitting on the advisory board if one is created.

It was noted that the three options would be submitted to staff for publishing in order to get feedback on a design.

PUBLIC HEARING:

There was no public hearing.

UNFINISHED BUSINESS - WORK SESSION:

There was no unfinished business.

NEW BUSINESS -WORK SESSION:

Review Elevations for Proposed Townhome Development - 5702 Main Street

Planner Atkinson reviewed the downtown elevations and noted that he did not have a materials list at the time of the presentation.

Planner Atkinson advised that he did have discussions with Mr. Hill about the ends of the units and making sure that the ends were not just plain walls.

Planner Atkinson further advised that there would be 20 units, 10 on each side of the ally.

Chris Hill, Hillwood Realty and applicant

Mr. Hill reviewed some color ideas and noted that the townhomes would be 2000 square feet or

Continuing, Mr. Hill would like a more useable space to break up the blank wall and suggested outdoor seating with some trees and a firepit as opposed to wrap-around porches.

Councilman Anglin inquired on parking.

Mr. Hill advised that there would be two car garages for each unit.

Manager Andrew advised that staff was looking for more brick work

Ms. Hill advised that he can add more brick and noted that they would be overlapping siding to add character as well as board and batten and unique paint jobs.

Consider December 19, 2019 Meeting Minutes

Clerk McCain advised that there were no changes.

Consider January 2, 2020 Meeting Minutes

Clerk McCain advised that there were no changes.

Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

Chief Spillers reviewed the agreement and advised that this agreement would allow the City to get assistance and give assistance in the case of an emergency.

Chief Spillers advised that this is the third revolution of this agreement with the last one signed in 2016 for a four-year term.

Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

Finance Director reviewed the history of the downtown redevelopment projects.

Director Gamble noted the importance of the Resolution as follows:

- Resolution 20-002 ensures to all involved that the City is committed to proceed with the financing for the development projects.
- This resolution covers the approval of the installment agreement and the amendment to the TAD intergovernmental agreement with Hall County.
    - Clarifies approved "TAD Financing"
- The Gainesville Hall County Redevelopment Authority will meet to approve their resolution after our City Council takes action through this resolution.
- Terms include:
    - Not to exceed $5.4 million
    - Not to exceed a rate of 5.00%
    - Maximum annual debt service of $450,000
    - Final maturity date of April 1, 2039
- Financing will only be up to the amount deemed necessary.

Discussion - 8% Hotel Motel Tax

Manager Andrew advised that Lake Lanier Islands and the City of Oakwood approached the City about increasing the current 5% hotel motel tax to 8%. The City of Gainesville went from 5% to 8% last year.

Manager Andrew reviewed the current split of the hotel motel tax.

5% Now – Divided 2% going to LLCVB ($27,336)*
3% going to FB GF ($41,004)

The additional 3% would be divided with half going to the LLCVB and half going to the City for Tourism Development, about $20,502 for each in additional revenue.

Manager Andrew noted that the LLCVB would like to have the City hire a person for the downtown events as they want to concentrate on tourism and not run the events.

Councilman Mundy advised that he was in favor of the increase.

Mayor Miller inquired if the additional amount could be used for a downtown manager.

Manager Andrew advised that it could be.

Mayor Miller advised that he was in favor of hiring a downtown manager and he would like to see those funds designated for that.

Manager Andrew further noted that a downtown manager could also oversee the Farmers Market.

Consider - Winterset Land Exchange Agreement

Manager Andrew reviewed the history of land swap and noted that the property Mr. Hill owned has a significant number of mature trees and the City's Mooney property is flat with no tree value. The Mooney property is further set up for stormwater maintenance if built upon.

Discussions ensued and the City and Mr. Hill felt a swap was a good option for both parties

Manager Andrew continued by stating that the City could utilize the swapped property as a park and spare the mature trees.

Further, Manager Andrew advised that the City had to get appraisals of the properties to be sure that the property the City was getting would have an equal or less value in order to move forward with the swap.

The Appraisals were as follows for Mr. Hill's properties:

$297,000	5304 Church St.
$128,000	5405 Mitchell St.
$ 75,000	5314 Church St.
$130,000	5410 Chestnut St.
$630,000	**TOTAL – 1.206 acres**

Manager Andrew stated that appraisal for the 5702 Main Street (1.406 acres) was $522,00 and the City paid $262,500 for the original 7.23 acres Mooney Site.

Continuing, Manager Andrew stated that the difference in the appraisals is $108,000 in favor of the city which allows for the land swap.

Manager Andrew reviewed a rendering of a possible park for the 1.206-acre site the City will receive in the swap.

Attorney Bennett reviewed the contract itself and advised that closing would be no later than May 29th, 2020 and both parties would have until end of April to complete and due diligence.

Manager Andrew advised that the asbestos testing is under $2,200 and removal would be up to $25,000.

Consider - Lease with Hill Wood Realty, LLC for 5512 Main Street

Discussed with in conjunction with the American Eagle Lease.

Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

Attorney Bennett reviewed the two lease agreements together.

Attorney Bennett reviewed the history of the lease.

These agreements will split the lease of the space between the two entities. Technically the Hill Wood Realty lease is an amendment and the American Eagle lease will be a new lease.

DEPARTMENT REPORTS:

City Manager

Manager Andrew reviewed the Mitchell St. Development Opportunity and advised that Tim Bassett Homes has indicated he would be willing and is ready to deposit $50,000 into an account and enter into a Development Agreement with the City for the development of infrastructure along the properties he owns on Mitchell Street. Staff would like to bring this Agreement to the Council for a vote on February 6th.

Manager Andrew continued by stating that the issue with building on the properties is the stormwater infrastructure and the roads are not sufficient.

Manager Andrew reviewed an estimate of $73,075 for improvements which would include surfacing the roads, installing sidewalks and stormwater structures to handle the stormwater.

Mr. Bassett is willing to contribute $50,000 for this endeavor and the City would be responsible for the difference. It was noted that this would be just for 7 lots on Mitchell as opposed to all thirteen lots.

Councilman Anglin was in favor of moving forward with partnering with Mr. Bassett to better this area.

Council Report

Councilwoman Jarchow gave a kudos to the Public Works Department and the City Manager for their recent work on the stormwater issues in Sterling on the Lake during the recent rain event.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 7:04 pm

VOTING SESSION MINUTES

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 7:04 pm.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- December 19, 2019 Meeting Minutes
- January 2, 2020 Meeting Minutes
- Per Diem - Mike Miller

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

MOTION: Chris Mundy
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Conditional Use Permit submitted by Mr. Calvin Tanner, to operate an auto repair shop as a home occupation.

Planner Atkinson reviewed the request.

Councilman Asbridge advised that he felt this business does not fit into the downtown residential area but was agreeable to allow Mr. Tanner to operate until December 31, 2020 offering time for Mr. Tanner to relocate to a properly zoned area.

There was a motion made to approve a Conditional Use Permit for Calvin Tanner at 5505 Gainesville Street, Flowery Branch, Ga. 30542 to operate an auto repair shop in a residentially zoned property with the following conditions:

1. Time limit on CUP - CUP is required to be renewed at the same time of occupational tax license beginning June 30, 2020 - Council will review the CUP on June 18, 2020 and decide to allow the occupational tax license to be approved by staff if all the conditions were being met. If renewed the CUP will expire July 1, 2021.
2. Property Appearance - No more than two additional vehicles (meaning vehicles that are not owned and operated by Mr. Tanner or his family) may be parked anywhere on the premises. Cars may be kept in the garage located on Mr. Tanner's property.
3. All vehicles must be fully operational, insured and properly registered.
4. No signage of any kind will be allowed on the premises nor will any vehicular signage be permitted.
5. No additional buildings of any kind shall be permitted to be placed or constructed on the subject property.
6. No outdoor storage of any kind shall be permitted on the subject property.
7. No additional lighting of any kind shall be allowed to be installed on the subject property.
8. No tow trucks allowed to be on the subject property. The CUP is for repair only and does not allow the property to be used for anything above and beyond standard auto and RV repairs. A towing business is not approved as part of this CUP.
9. All oil and other vehicular fluids must be disposed of offsite and shall not be allowed to be stored on the premises.
10. Any proposed fencing must be approved by the Community Development Department prior to construction.
11. Hours of operation shall be limited to 7:00 AM to 9:00 PM.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: Ed Asbridge
Motion carried

NEW BUSINESS - VOTING SESSION:

Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

There was a motion made to approve the intergovernmental agreement with Georgia Emergency Management and Homeland Security Agency and authorize the Mayor to execute any necessary documents.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

Attorney Bennett read the caption to Resolution 20-002.

There was a motion made to approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project and authorize the Mayor and/or the City Clerk to sign any necessary documents.

MOTION: Chris Mundy
SECOND: Amy Farah
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Lease with Hill Wood Realty, LLC for 5412 Main Street

There was a motion made to approve the lease agreement amendment with Hill Wood Realty LLC at 5412 Main Street, Flowery Branch, Ga. 30542 and authorize the Mayor to execute the necessary documents.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

There was a motion made to approve the lease agreement with Lend USA, LLC d/b/a/ American Eagle Mortgage for 5414 Main Street and authorize the Mayor to execute the necessary documents.

MOTION: Joe Anglin
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was no executive session.

ADJOURNMENT:

There was a motion made to adjourn at 8:09 pm.

MOTION: Amy Farah
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider elevations submitted by Mr. Chris Hill for a proposed downtown townhome development.

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The elevations were first reviewed at the January 16th City Council meeting.

FACTS AND ISSUES:
Per Section 9.5 (e) of the Flowery Branch Zoning Ordinance any proposed construction project must be approved by City Council prior to the issuance of any permit. A 20-unit townhome project is proposed on 5702 Main Street also known as tax parcel #08112 023001 by Mr. Chris Hill.

At the City Council meeting of January 16, 2020, elevations were reviewed by Council. One major point made to the applicant was the possibility of adding more brick to the design. Upon reviewing the submittal, driving the surrounding area, and performing some historical research, staff has found less brick to be more historically accurate for residential structures. Although there is, in fact, a large number of brick structures in the area the majority are commercial in nature or more modern residential (1950's or 1960's). It is staff's opinion that the townhome proposal should not be predominately brick and brick should in fact only be used as a supplemental or accent material.

OPTIONS:
Approve, approve with conditions, deny.

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve

SAMPLE MOTION:
I make a motion to approve the elevations for the proposed downtown townhome development as submitted.

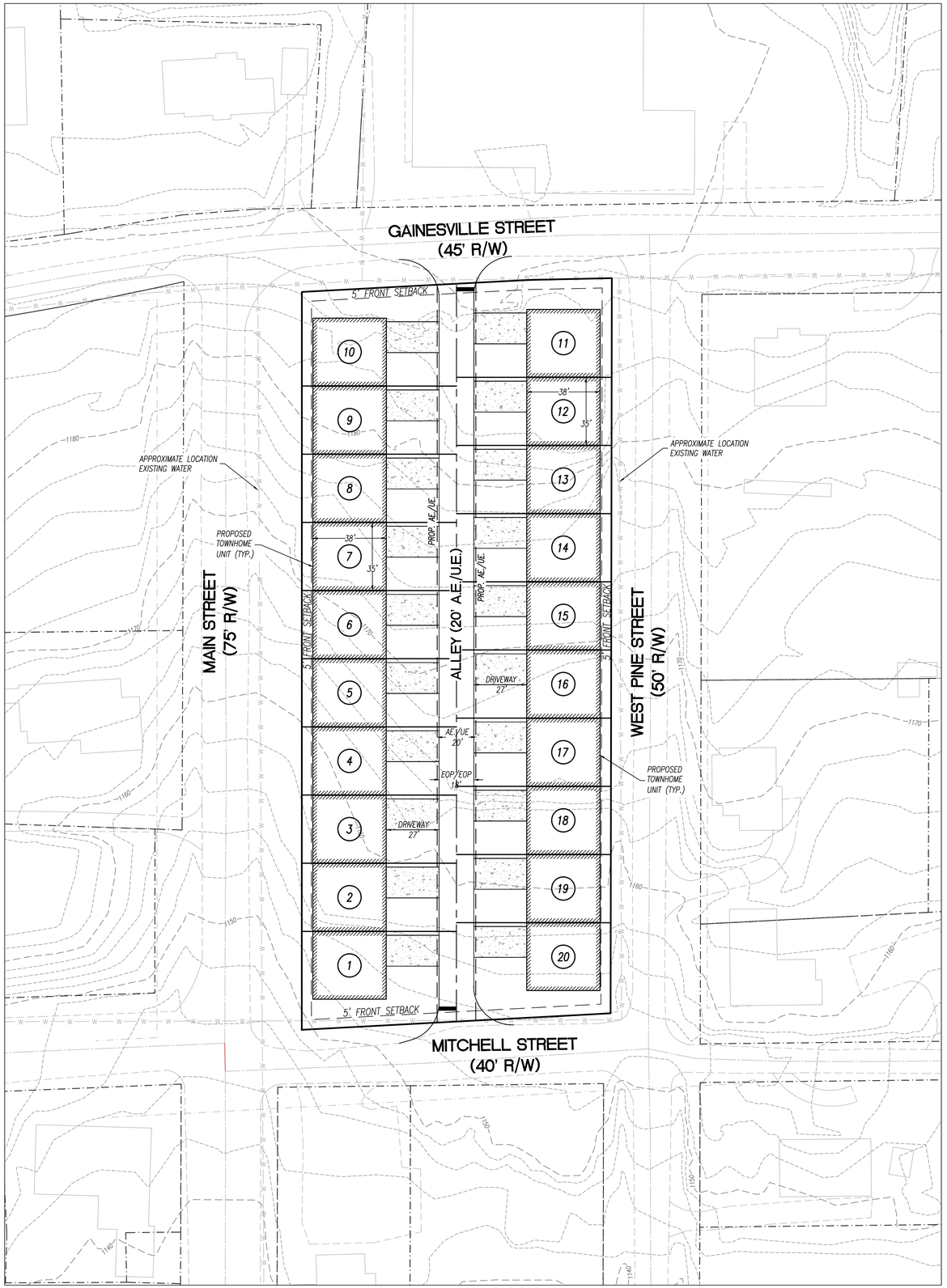
COLLABORATING DEPARTMENT:

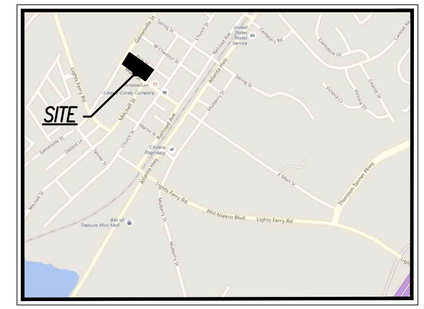
DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Granicus Binder.pdf





VICINITY MAP - N.T.S.

GRID NORTH
GA WEST ZONE

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±1.4 AC.
2. TOTAL NUMBER OF UNITS = 20
3. CURRENT ZONING = I1
4. PARCEL : 08112 023001
5. PROPOSED USE: RESIDENTIAL ATTACHED TOWNHOMES
6. GROSS DENSITY FOR PROPERTY = 14.28 UNITS/AC.
7. MAXIMUM STRUCTURE HEIGHT = 45'
8. PROPERTY TO BE SERVED BY SANITARY SEWER.
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
15. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.
16. TOWNHOME UNIT SIZE = 35' X 38' (REAR ENTRY)

Graphic Scale: 1" = 30'

15' 0 30' 60' 90' 120'

dPe
Development Planning & Engineering, Inc.
civil · sanitary · transportation survey
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

HILLGROVE HOMES
P.O. BOX 1929
BUFORD, GA. 30515
CONTACT:
CHRIS HILL

PROJECT NAME:

MAIN STREET TRACT

TASK:

CONCEPTUAL SITE PLAN

PROJECT INFORMATION:

MAIN STREET TRACT
Project Name

19-058
Project Number

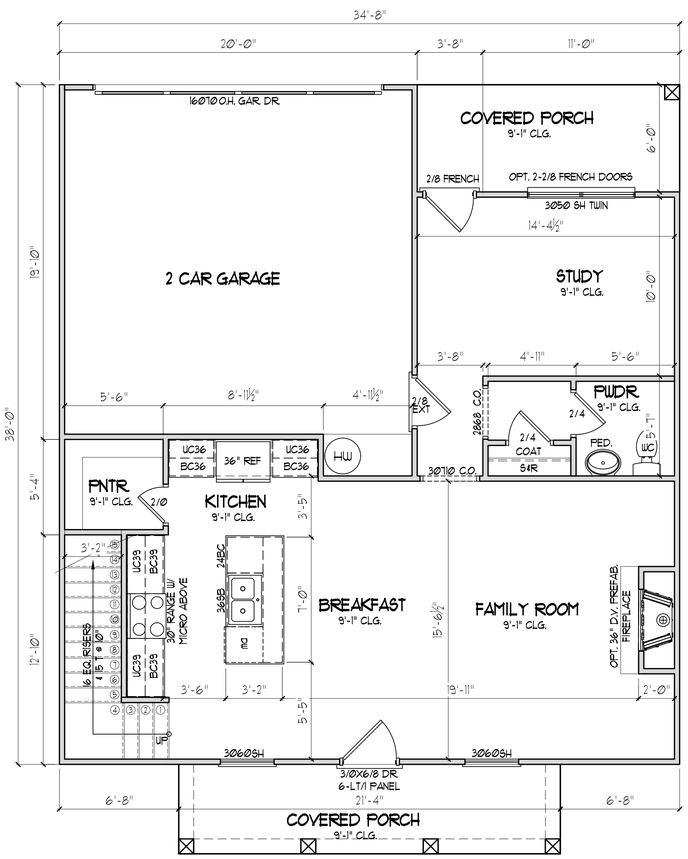
5702 MAIN STREET
Project Address

Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		

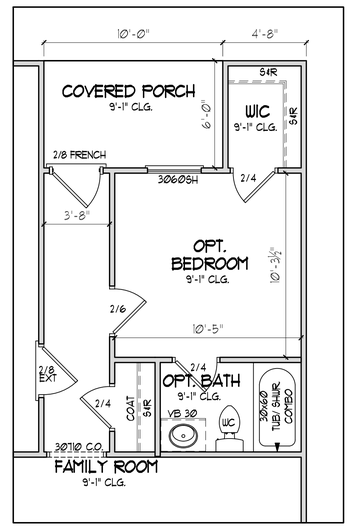
DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
12/19/19 DATE	19-058 PROJECT No.



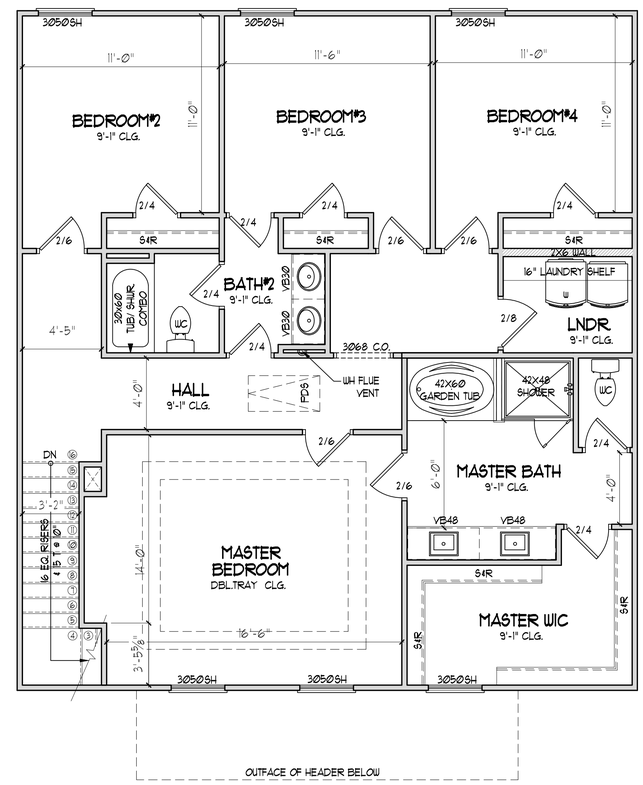
1 A.1 1st Floor Plan - PLAN 1

SCALE: 1/4" = 1'-Ø"

Ø 4' 8'



OPT. GUEST BEFROOM & BATH



2 A.1 2nd Floor Plan - PLAN 1

SCALE: 1/4" = 1'-Ø"

Ø 4' 8'

Heritage GROUP HOMES

DESIGNER HEREBY EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHT IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PREMISSION AND CONSENT OF THE DESIGNER. NOR ARE THEY TO BE ASSIGNED TO ANY INTRESTS WITHOUT FIRST OBTAINING SAID WRITTEN PREMISSION AND CONSENT. DESIGN DRAWING CONTENTS SUBJECT TO ALL APPLICABLE CODES, AND APPROVAL BY A LICENSED ENGINEER AND OR ARCHITECT.

SUB-DIVISION _____

LOT # _____

RELEASED FOR CONSTRUCTION

REVISED

PLAN 1

JOB NO.	NA	DRAWN	GC
DATE	1/16/2020	CHECKED	CH
SCALE:	AS NOTED	APROV.	CH

FLOOR PLANS

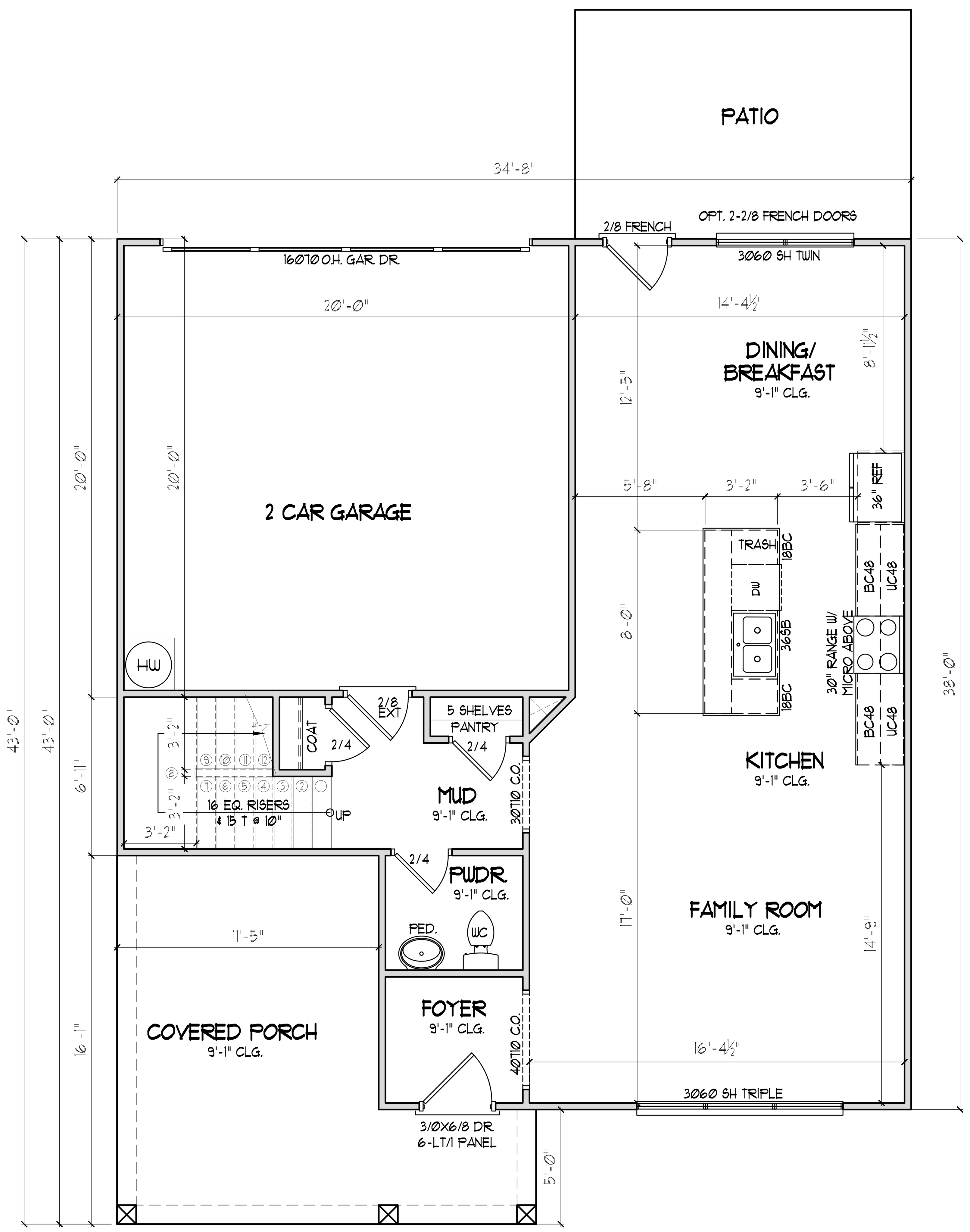
APROVED BY : CHRIS HILL

DATE: _____

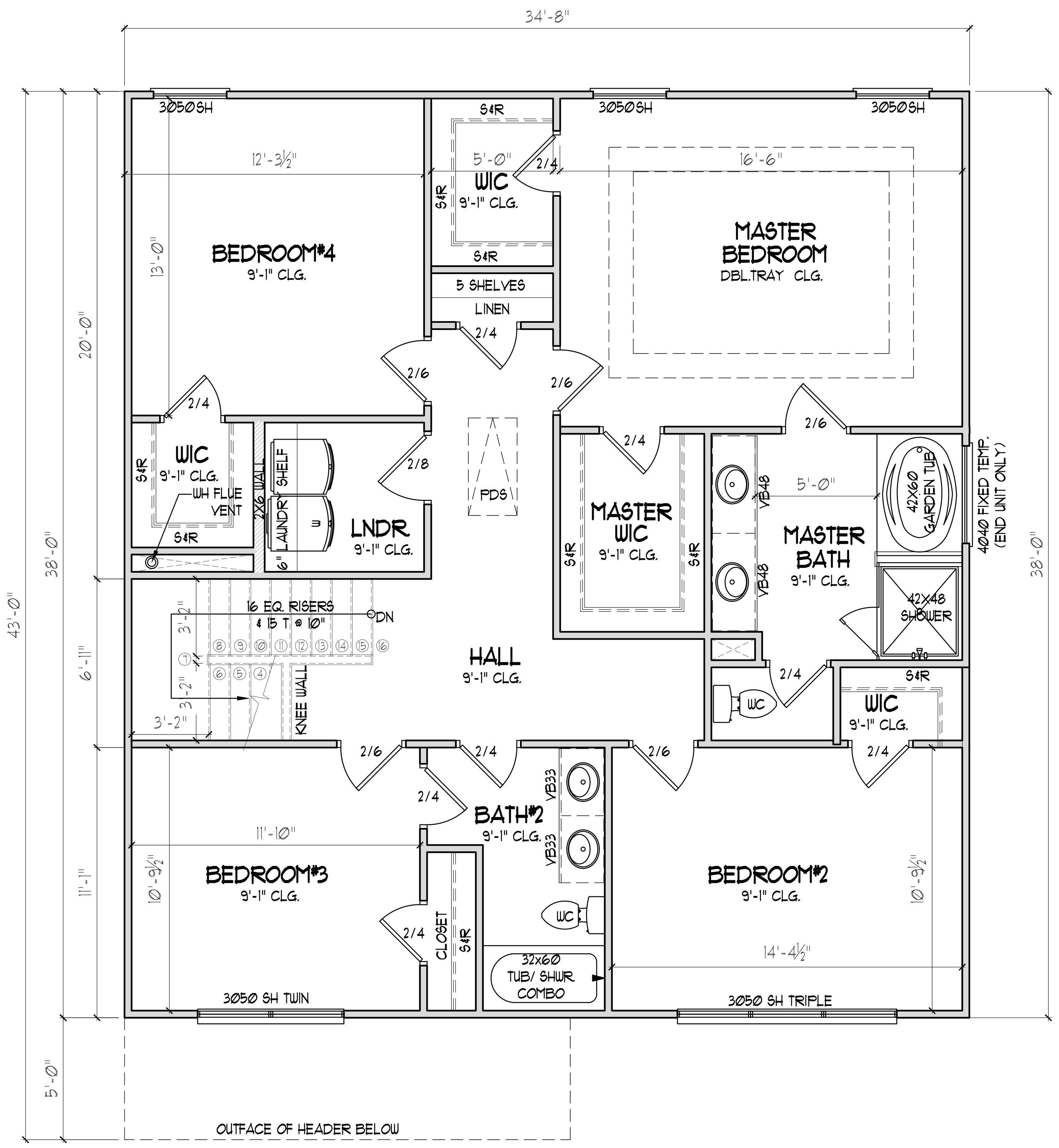
SHEET NO.

A.1

SHEET: XX OF: XX



2 A2 1st Floor Plan - PLAN 2
SCALE: 1/4" = 1'-0"
0 4' 8'



2 A2 2nd Floor Plan - PLAN 2
SCALE: 1/4" = 1'-0"
0 4' 8'

Heritage GROUP HOMES

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SUB-DIVISION ____________
LOT # ____________

RELEASED FOR CONSTRUCTION

REVISED

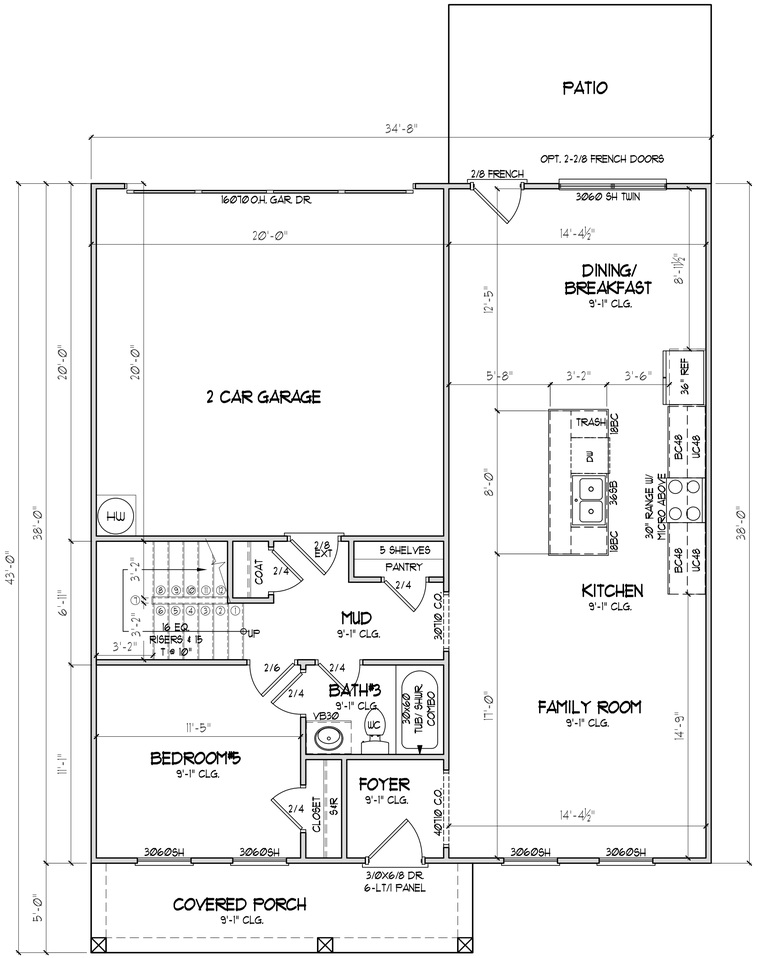
PLAN 2

JOB NO. NA DRAWN GC
DATE 1/16/2020 CHECKED CH
SCALE: AS NOTED APROV. CH

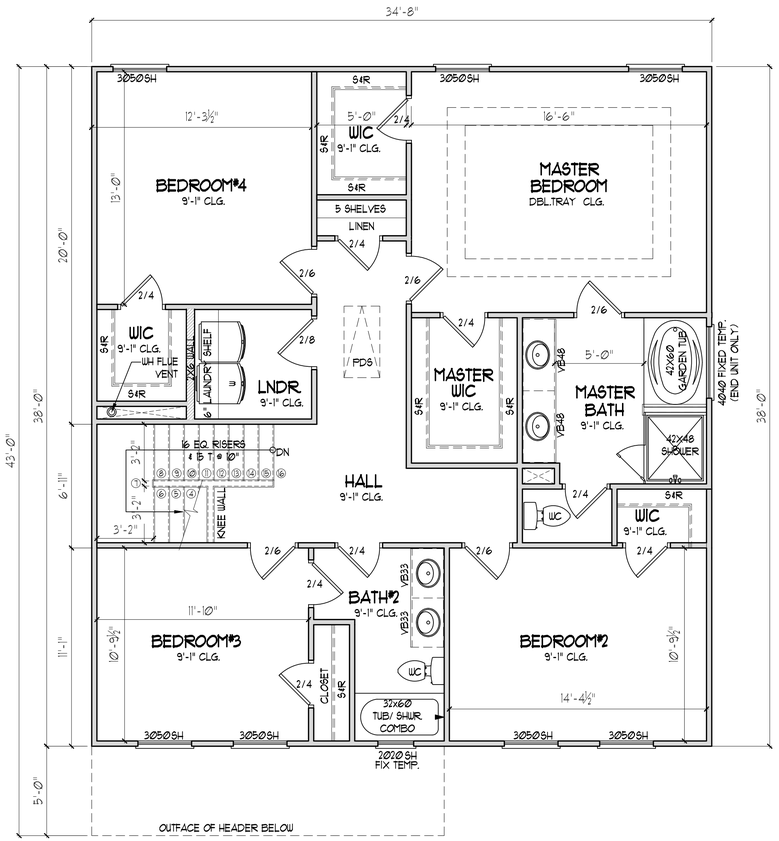
FLOOR PLANS

APROVED BY : CHRIS HILL
____________ DATE: ____________

SHEET NO.
A.2
SHEET: XX OF: XX



1 A3 1st Floor Plan - PLAN 3
SCALE: 1/4" = 1'-0"
0 4' 8'



2 A3 2nd Floor Plan - PLAN 3
SCALE: 1/4" = 1'-0"
0 4' 8'

Heritage GROUP HOMES

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SUB-DIVISION _____
LOT # _____

RELEASED FOR CONSTRUCTION

REVISED

PLAN 3

JOB NO.	NA	DRAWN	GC
DATE	1/16/2020	CHECKED	CH
SCALE:	AS NOTED	APROV.	CH

FLOOR PLANS

APROVED BY : CHRIS HILL
DATE:

SHEET NO.
A.3
SHEET: XX OF: XX

FRONT ELEVATION - PLAN 1

FRONT ELEVATION - PLAN 2

FRONT ELEVATION - PLAN 3

Heritage GROUP HOMES

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SUB-DIVISION _____

LOT # _____

RELEASED FOR CONSTRUCTION

REVISED

35' X 38'
TOWNHOMES

JOB NO.	NA	DRAWN	GC
DATE	1/16/2020	CHECKED	CH
SCALE:	AS NOTED	APROV.	CH

FRONT ELEVATIONS

APROVED BY : CHRIS HILL

_____ DATE: _____

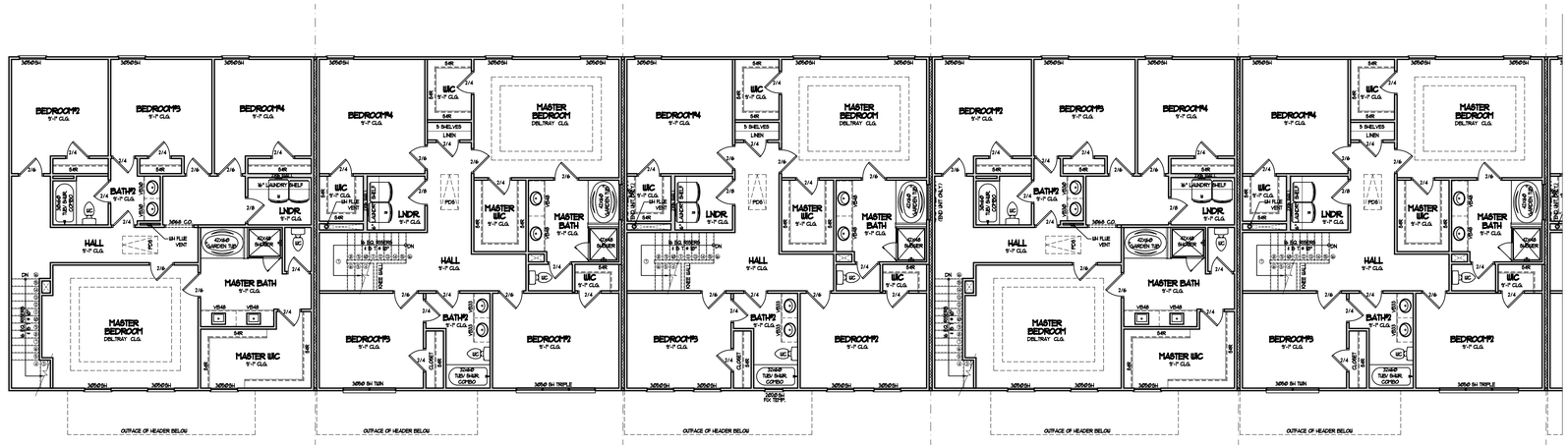
SHEET NO.

A.2

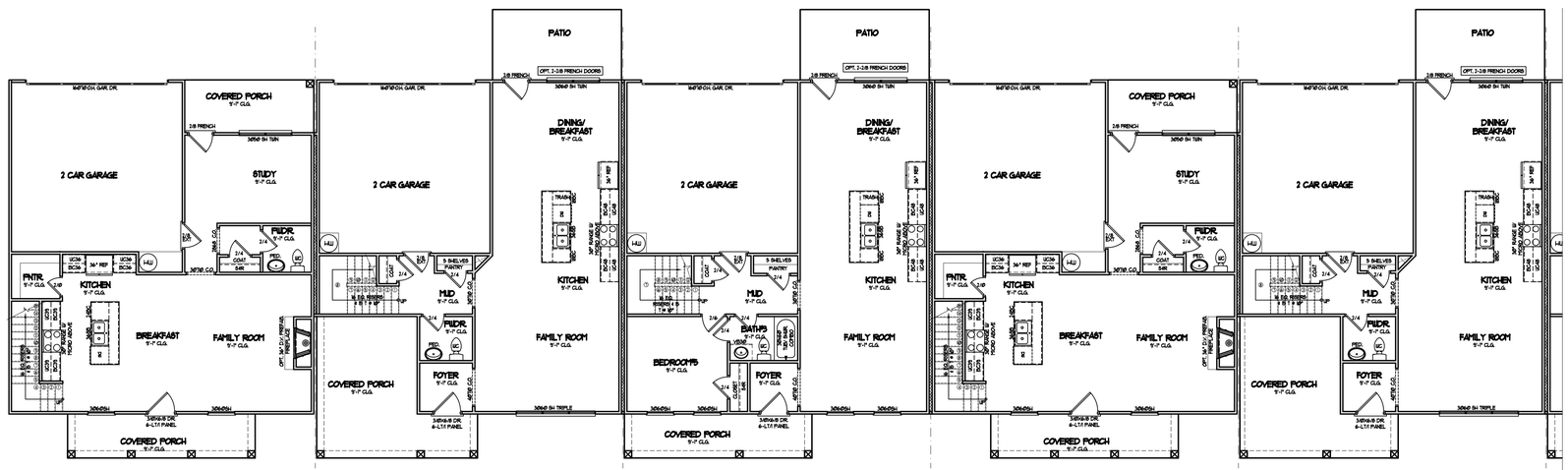
SHEET: XX OF: XX

FRONT ELEVATION - FIRST 5 UNITS BUILDING

FRONT ELEVATION - LAST 5 UNITS BUILDING

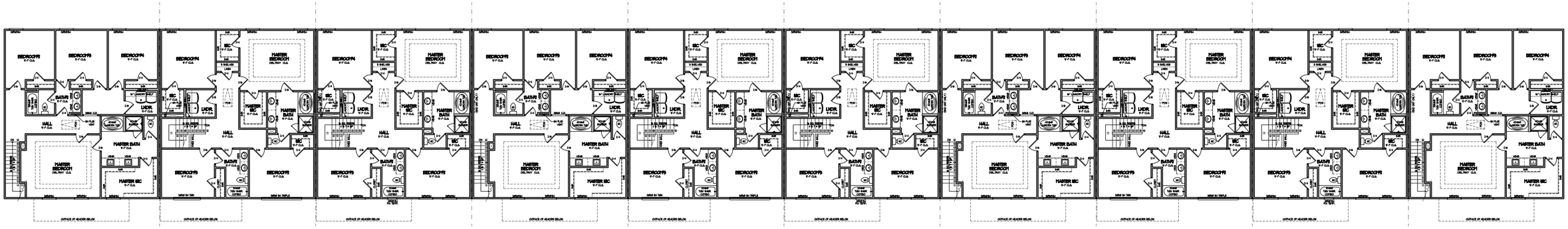


UPPER LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING

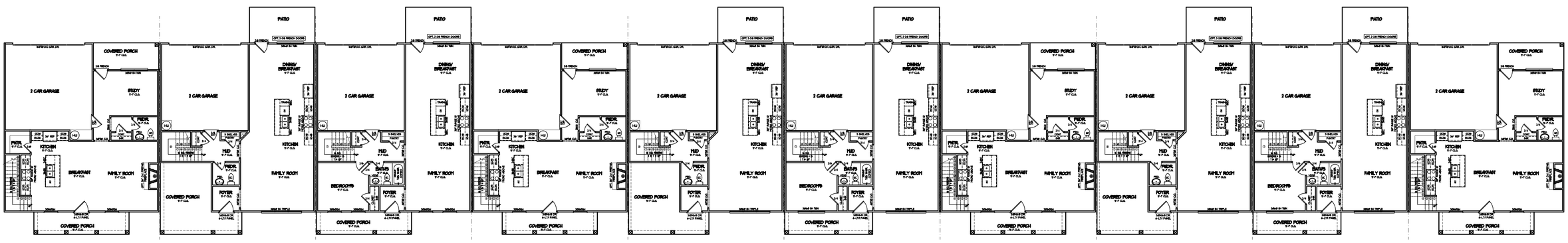


MAIN LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING

FRONT ELEVATION - FIRST 5 UNITS BUILDING



UPPER LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING

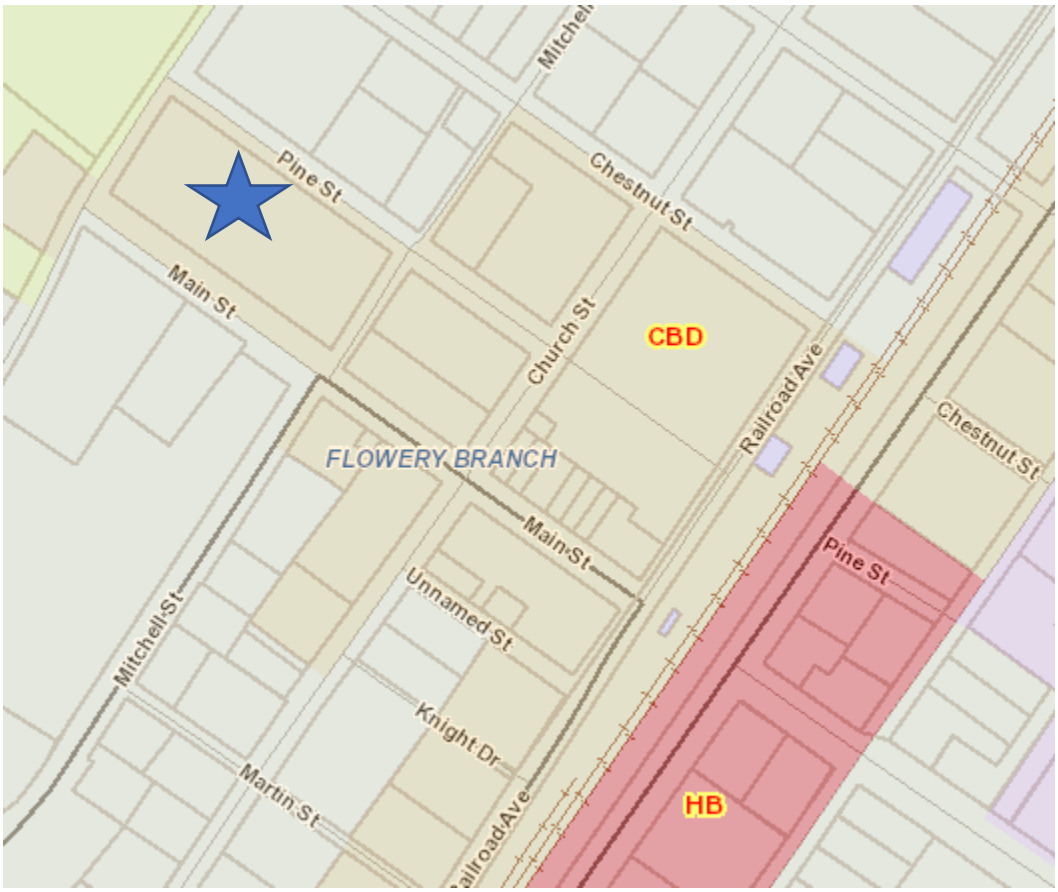


MAIN LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING

FRONT ELEVATION - 10 UNITS BUILDING

Proposed Townhome Development
CBD

Per Section 9.5 (e) of the Flowery Branch Zoning Ordinance any proposed construction project must be approved by City Council prior to the issuance of any permit. A 20-unit townhome project is proposed on 5702 Main Street also known as tax parcel #08112 023001 by Mr. Chris Hill.



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Below are the renderings originally submitted by Mr. Hill. These will be updated prior to the meeting. Starting on page 6 are photos of homes around town and of a new development in Gainesville showing homes that are not predominately brick (pages 21-23).

FRONT ELEVATION - FIRST 5 UNITS BUILDING

FRONT ELEVATION - LAST 5 UNITS BUILDING

Flowery Branch

FRONT ELEVATION - PLAN 1

FRONT ELEVATION - PLAN 2

FRONT ELEVATION - PLAN 3

Heritage GROUP HOMES

SUB-DIVISION
LOT #

RELEASED FOR CONSTRUCTION

REVISED

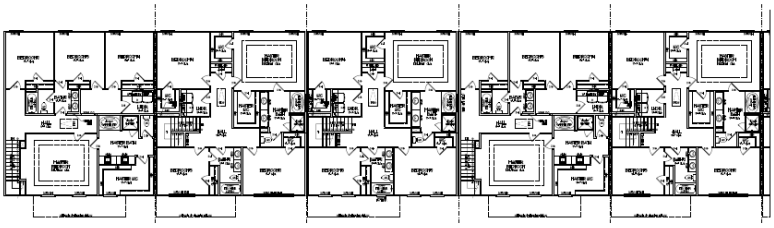
35' X 38'
TOWNHOMES

JOB NO. NA DRAWN GC
DATE 1/16/2020 CHECKED CH
SCALE: AS NOTED APROV. CH

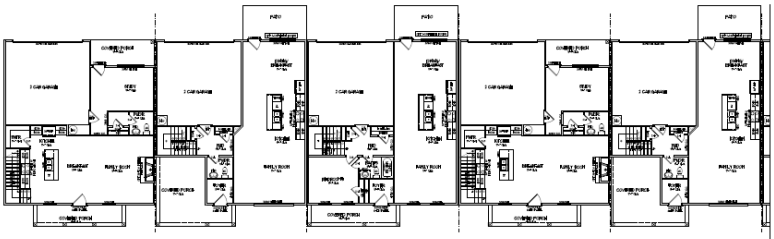
FRONT ELEVATIONS

SHEET NO.
A.2
SHEET XX OF XX

Flowery Branch



UPPER LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING



MAIN LEVEL FLOOR PLANS - FIRST 5 UNITS BUILDING

FRONT ELEVATION - FIRST 5 UNITS BUILDING

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-003 - 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:

- See attachment A and B for 2nd quarter details.

OPTIONS:
Approve Resolution 20-003 for 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

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

AMOUNT AND SOURCE OF FUNDS:
Excess collections in revenue in FY2020 for General Fund and Water/Wastewater Fund

---

RECOMMENDATION:
Approve Resolution 20-003 for 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

SAMPLE MOTION:
I make a motion for the City Council to authorize approval of Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Attachment A and B.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- Resolution 20-003 Executive Summary.pdf
- Resolution 20-003.pdf
- Attachment A - Resolution 20-003 Budget Amendment Form.pdf
- Attachment B - Budget Adjustment Descriptions & Dept Adjustments Report.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 20-003: 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

DATE: 1/27/2020

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: 2/6/2020

PURPOSE: To approve Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019

HISTORY: A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:

- See attachment A and B for 2nd quarter details.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 20-003, 2nd Quarter Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Attachment A and B.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

RESOLUTION NO.: 20-003

TO AMEND THE BUDGET FOR FISCAL YEAR 2020 AS PREVIOUSLY ADOPTED ON JUNE 27, 2019.

WHEREAS, the City Council approved a budget for fiscal year 2020 for the City of Flowery Branch on June 27, 2019 by Resolution 19-008; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on "Attachment A" and "Attachment B", attached hereto and made a part of the Resolution.

RESOLVED this 6th day of February 2020.

_____
James M. Miller, Mayor

ATTEST:

_____
Melissa McCain, City Clerk

APPROVED AS TO FORM:

_____
E. Ronald Bennett, Jr., City Attorney

City of Flowery Branch
Request For Budget Adjustment

Fund/Department: 100 & 505 ` Effective Date: 12/31/2019

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-0000-316200	Insurance Premium Tax	(410,000)	(1,600)	(411,600)
100-3223-511301	Patrol - Events Support Overtime	1,000	1,100	2,100
1004210511301	PWs - Events Support Overtime	-	500	500
				-
505-0000-344220	Meter Set Fees	-	(20,165)	(20,165)
505-0000-344232	Admin Fees		(3,585)	(3,585)
505-4400-531110	W / Meter Purchases	-	23,750	23,750
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	Totals	$ (409,000)	$ -	$ (409,000)

Justification: RESOLUTION 20-003: BUDGET AMENDMENT TO FY2020 APPROVED BUDGET FROM JUNE 27, 2019.

Approvals: Finance Director: _____ Date: _____

City Manager: _____ Date: _____

Mayor: _____ Date:

Finance Department Use

Posted By: _____ Date Posted: _____

Council Action Required: Yes_____ No _____ Budget Adjust. #: _____

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $2,600 during the second quarter of the fiscal year 2020, which will be funded by additional collections in Insurance Premium Tax. The adjustments associated with this increase are as follows:

- Patrol -Events Support Overtime for $1,100 for additional staff support provided to the Lake Lanier Conventions and Visitors Bureau for events in downtown Flowery Branch.
- Public Works – Event Support Overtime for $500 for additional staff support provided to the Lake Lanier Conventions and Visitors Bureau for events in downtown Flowery Branch.

Other notable adjustments, which did not affect the total budget, but represent transfers within department accounts or are as follows:

- An adjustment out of City Hall – other expenses to City Hall AC repairs and annual maintenance for $8,300.
- An adjustment out of Public Works' small equipment to Public Works vehicle repairs for $2,000.

SPECIAL REVENUE FUNDS

TAX ALLOCATION DISTRICT FUND

No adjustments during the second quarter of the fiscal year 2020.

HOTEL MOTEL TAX FUND

The Hotel Motel Tax fund did not recognize a total increase during the second quarter of the fiscal year 2020.

Another notable adjustment, which did not affect the total budget, but represent transfers within department accounts or an increase of collections of revenue is as follows:

- An adjustment to actual for city portion collection of Hotel Motel Tax Funds, which in turn increases the Transfer out to General Fund for $30,000.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

The Water and Wastewater Capital Project fund recognized a total increase of $420,284 during the second quarter of FY2020, which will be funded by additional collections in meter set fees. The adjustments associated with this increase are as follows:

- FY19-20 Anticipated reappropriations of open balances reestablish existing capital projects.
- Approved Agreement with Flowery Branch Partners, LLC – Lights Ferry Lift Station Improvements ($394,216).
- Approved Infratec Task Order – Underground Utility Investigation Study ($9,550).
- Approved Infratec Task Order – Geotechnical Investigation Study ($13,550).

SPLOST VII CAPITAL PROJECTS FUND

The SPLOST Capital Project fund recognized a total increase of $366,367 during the second quarter of FY2020. The adjustments associated with this increase are as follows:

- Res. 19-021 – Hydrotech Diskfilters Equipment ($52,100).
- Res. 19-021 – Digester Diversion Pump ($29,000).
- Res. 19-021 – Police Vehicles & Equipment ($285,267).

LOCAL RESOURCES CAPITAL PROJECTS FUND

The Local Resources Capital Projects fund recognized a total increase of $92,500 during the second quarter of FY2020. The adjustment associated with this increase are as follows:

- Res. 19-016 – Downtown Streetscapes/Parks Design Project ($92,500).

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

The Water and Wastewater Operating fund recognized a total increase of $23,750 during the second quarter of FY2020. The adjustment associated with this increase are as follows:

- Meter purchases for new downtown developments ($23,750).

Another notable adjustment, which did not affect the total budget, but represent transfers within department accounts or an increase of collections of revenue is as follows:

- Advertising increase for water and wastewater rates and fee changes ($2,200)
- Supplies ($2,000)

City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 10/01/2019 - 12/31/2019

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Budget Code: Revised Budget - Revised Budget	**Fiscal: FY 2020**					
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-371210	Police Dept - Technology Fund			-33,600.00	-14,600.00	-48,200.00
BA0000153	Technology Fund Transfer	GLPKT02609	11/15/2019		-14,600.00	
100-0000-371400	PD - Explorer Post 600			0.00	-2,591.00	-2,591.00
BA0000144	Adj for PD Explorers Activity through 10/2/19	GLPKT02197	10/07/2019		-709.00	
BA0000155	PD Explorer Adjustment to Actual Collections	GLPKT03019	12/26/2019		-1,882.00	
			Revenue Total:	**-33,600.00**	**-17,191.00**	**-50,791.00**
Expense						
100-1400-511200	Elections / Poll Workers			0.00	200.00	200.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		200.00	
100-1400-531100	Elections / Supplies & Materials			600.00	-200.00	400.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-200.00	
100-1565-522220	City Hall & Bldg's / AC Repairs & Annual Maint.			0.00	8,300.00	8,300.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		8,300.00	
100-1565-531700	City Hall & Bldg's - Other Expenses			20,000.00	-8,300.00	11,700.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-8,300.00	
100-3210-521292	PD / Technology Fund Expense			0.00	14,100.00	14,100.00
BA0000151	Police Request	GLPKT02538	10/28/2019		-500.00	
BA0000153	Technology Fund Transfer	GLPKT02609	11/15/2019		14,600.00	
100-3210-523601	PD / Dues & Fees / TLO / GTA			800.00	500.00	1,300.00
BA0000151	Police Request	GLPKT02538	10/28/2019		500.00	
100-3210-531131	PD / Explorer Post 600 Supplies			0.00	2,591.00	2,591.00
BA0000144	Adj for PD Explorers Activity through 10/2/19	GLPKT02197	10/07/2019		709.00	
BA0000155	PD Explorer Adjustment to Actual Collections	GLPKT03019	12/26/2019		1,882.00	
100-4210-522205	PWs / Vehicle Repairs & Maint.			8,000.00	2,000.00	10,000.00
BA0000147	Pulbic Works Vehicles Repairs	GLPKT02397	10/28/2019		2,000.00	
100-4210-531600	PWs / Small Equipment			25,000.00	-2,000.00	23,000.00
BA0000147	Pulbic Works Vehicles Repairs	GLPKT02397	10/28/2019		-2,000.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	20.00	370.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		20.00	
100-6110-531990	C&R / Supplies & Materials			3,000.00	-20.00	2,980.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-20.00	
100-7400-522205	PCD / Vehicle Repairs & Maint			2,000.00	500.00	2,500.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		500.00	
100-7400-523250	PCD / Shipping & Postage			200.00	410.00	610.00
BA0000156	PCD Postage Adjustment	GLPKT03019	12/26/2019		200.00	
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		210.00	
100-7400-531100	PCD / Supplies & Materials			1,500.00	-200.00	1,300.00
BA0000156	PCD Postage Adjustment	GLPKT03019	12/26/2019		-200.00	
100-7400-531600	PCD / Small Equipment			7,000.00	-710.00	6,290.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-710.00	
			Expense Total:	**68,450.00**	**17,191.00**	**85,641.00**
			Fund 100 Total:	**34,850.00**	**0.00**	**34,850.00**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			0.00	-30,000.00	-30,000.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		30,000.00	
BA0000165	Correct BA0000164 - Fund 275	GLPKT03387	12/31/2019		-60,000.00	
			Revenue Total:	**0.00**	**-30,000.00**	**-30,000.00**
Expense						
275-7540-611100	Trans Out 100 - General Fund			0.00	30,000.00	30,000.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		30,000.00	
			Expense Total:	**0.00**	**30,000.00**	**30,000.00**
			Fund 275 Total:	**0.00**	**0.00**	**0.00**
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			0.00	-420,284.00	-420,284.00
BA0000149	Final Bills fo Effluient Discharge Project	GLPKT02400	10/29/2019		-3,018.00	
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		-23,050.00	
BA0000154	Lights Ferry Lift Station Impr - 10/17/19	GLPKT02834	12/04/2019		-394,216.00	
			Revenue Total:	**0.00**	**-420,284.00**	**-420,284.00**
Expense						
308-0000-541200	Lights Ferry Lift Station Improvments			0.00	394,216.00	394,216.00
BA0000154	Lights Ferry Lift Station Impr - 10/17/19	GLPKT02834	12/04/2019		394,216.00	
308-0000-542000	Effluent Discharge Force Main Replacement			315,717.00	3,018.00	318,735.00
BA0000149	Final Bills fo Effluient Discharge Project	GLPKT02400	10/29/2019		3,018.00	
308-0000-543004	Underground Utility Investigation Study			0.00	9,550.00	9,550.00
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		9,550.00	
308-0000-543005	Geotechnical Investigation Study			0.00	13,500.00	13,500.00
BA0000150	Underground Utility Investigation Study	GLPKT02520	11/07/2019		13,500.00	
			Expense Total:	**315,717.00**	**420,284.00**	**736,001.00**
			Fund 308 Total:	**315,717.00**	**0.00**	**315,717.00**
Fund: 320 - SPLOST FUND						
Expense						
320-0000-522250	Roads & Sidewalk Improvements			816,600.00	-366,367.00	450,233.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		-366,367.00	
320-0000-542003	Hydrotech Diskfilters Equipment			0.00	52,100.00	52,100.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		52,100.00	
320-0000-542004	Digester Diverson Pump			0.00	29,000.00	29,000.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		29,000.00	
320-0000-542200	PD Vehicles & Equipment			55,533.00	285,267.00	340,800.00
BA0000152	RESOLUTION 19-021	GLPKT02555	11/07/2019		285,267.00	
			Expense Total:	**872,133.00**	**0.00**	**872,133.00**
			Fund 320 Total:	**872,133.00**	**0.00**	**872,133.00**
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-399900	Budgeted Fund Balance			-34,053.00	-92,500.00	-126,553.00
BA0000146	Resolution 19-016 - Design Plan	GLPKT02309	10/17/2019		-92,500.00	
			Revenue Total:	**-34,053.00**	**-92,500.00**	**-126,553.00**
Expense						
350-0000-543001	Downtown Streetscapes/Parks Design Project			0.00	92,500.00	92,500.00
BA0000146	Resolution 19-016 - Design Plan	GLPKT02309	10/17/2019		92,500.00	
			Expense Total:	**0.00**	**92,500.00**	**92,500.00**
			Fund 350 Total:	**-34,053.00**	**0.00**	**-34,053.00**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 505 - WATER / SEWER FUND						
Expense						
505-1500-523310	W/S Admin - Advertising			0.00	1,000.00	1,000.00
BA0000157	WS Advertising for FY2020 Rates Change	GLPKT03019	12/26/2019		1,000.00	
505-1500-531110	W/S Office Supplies			1,500.00	200.00	1,700.00
BA0000157	WS Advertising for FY2020 Rates Change	GLPKT03019	12/26/2019		-1,000.00	
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		1,200.00	
505-1500-531600	W&S Admin - Small Equipment			6,000.00	-1,200.00	4,800.00
BA0000164	Quarterly Department Adjustments 12/31/2019	GLPKT03386	12/31/2019		-1,200.00	
505-4400-521204	W / Engineering Fees			20,000.00	-2,000.00	18,000.00
BA0000143	Meters Purchase - Kendall Supply	GLPKT02182	10/04/2019		-2,000.00	
505-4400-531100	W/ Supplies & Materials			15,000.00	2,000.00	17,000.00
BA0000143	Meters Purchase - Kendall Supply	GLPKT02182	10/04/2019		2,000.00	
			Expense Total:	**42,500.00**	**0.00**	**42,500.00**
			Fund 505 Total:	**42,500.00**	**0.00**	**42,500.00**
			Budget Code Revised Budget Total:	**1,231,147.00**	**0.00**	**1,231,147.00**

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
	Budget Code: Revised Budget - Revised Budget Fiscal: FY 2020			
	100	34,850.00	0.00	34,850.00
	275	0.00	0.00	0.00
	308	315,717.00	0.00	315,717.00
	320	872,133.00	0.00	872,133.00
	350	-34,053.00	0.00	-34,053.00
	505	42,500.00	0.00	42,500.00
	Budget Code Revised Budget Total:	**1,231,147.00**	**0.00**	**1,231,147.00**

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - 1st Reading of Ordinance 575a and 576a Request to Amend Approved Conditions of Zoning. (Applicant Gee Harvey)

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch.

FACTS AND ISSUES:
Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. Our measurements indicate the distance is no more than 1.7 miles.
Procedurally, to save the applicant time on this important decision the schedule is as it was previously - back to back Council meeting each with a vote. February 6th is the public hearing and first vote and February 29th will be the second and final vote.

OPTIONS:
Change the condition of zoning allowing the site to be served by Gainesville water or deny the request and have the applicant run a new water line to the site.

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

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I make a motion to approve the first reading of Ordinance 575a and 576a

---

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Combined Signed Ordinances.pdf
- Proposed Change to Conditions of Zoning.pdf

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 575

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of May 16, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 18, 2019.

SECTION 6. REPEALER

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

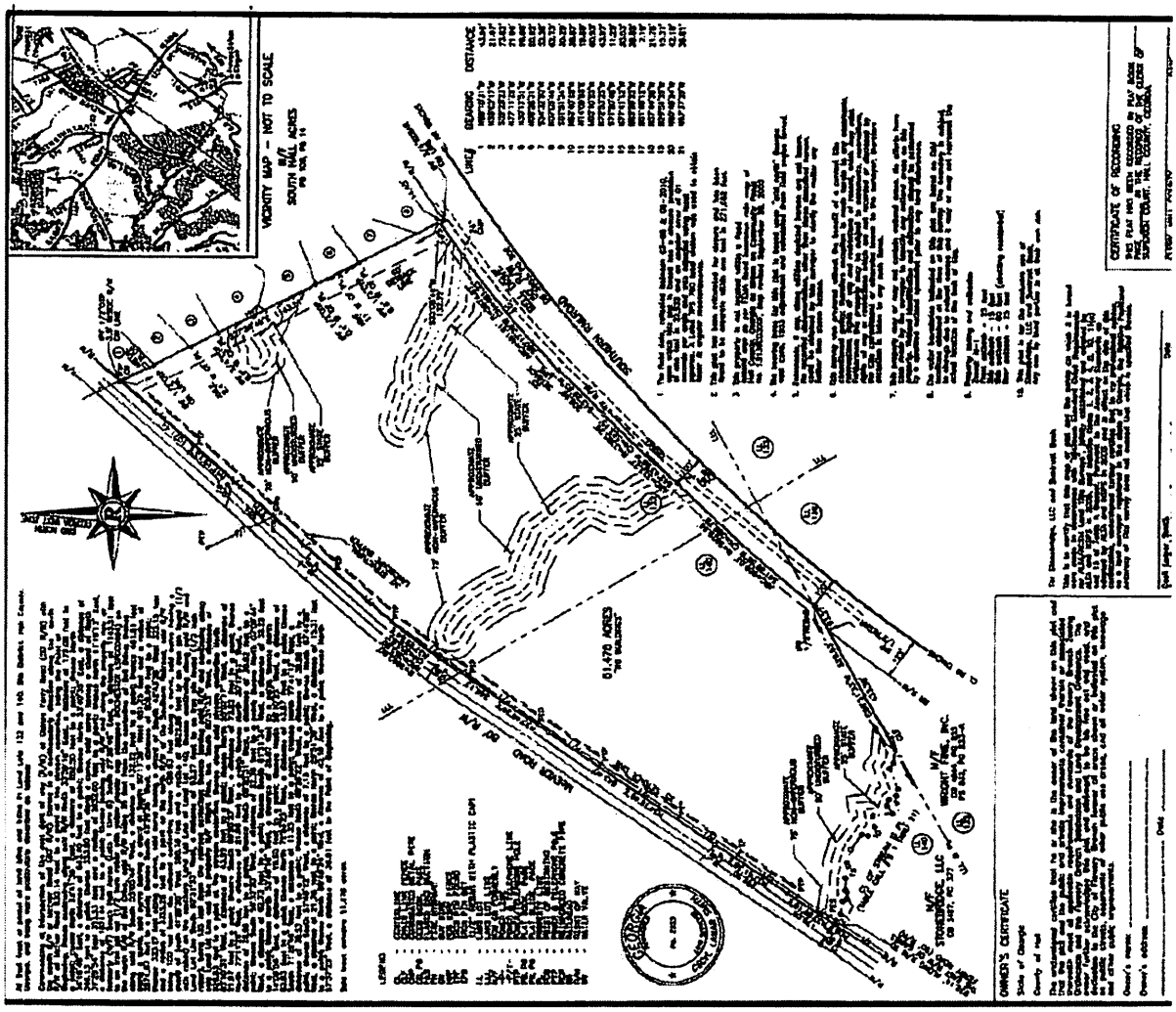

VICINITY MAP – NOT TO SCALE
SOUTH HALL ACRES
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING
GEORGIA

Exhibit "B"

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

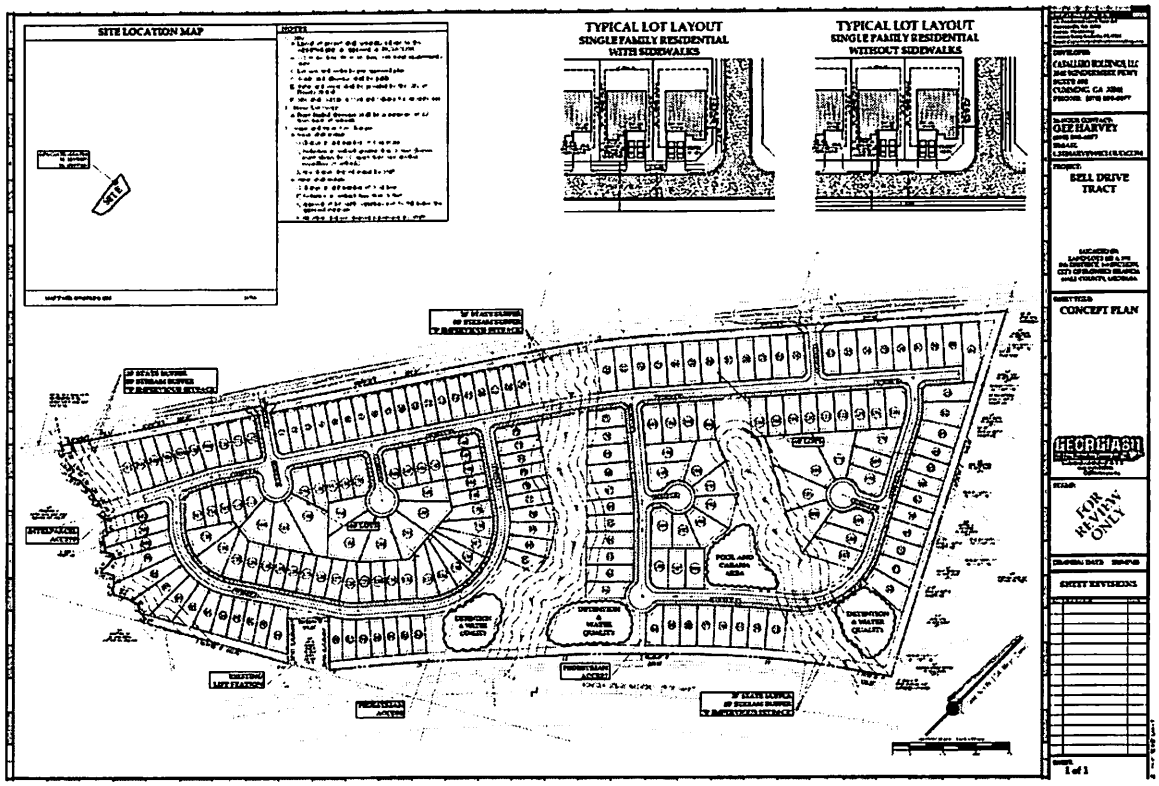
thence NORTH 66 DEGREES 37 MINUTES 23 SECONDS WEST a distance of 14.65 feet to a point;
thence NORTH 29 DEGREES 49 MINUTES 56 SECONDS WEST a distance of 21.86 feet to a point;
thence NORTH 50 DEGREES 44 MINUTES 22 SECONDS WEST a distance of 23.15 feet to a point;
thence SOUTH 63 DEGREES 51 MINUTES 50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

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

Exhibit "C"

Conditions of Zoning

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



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

2. Home/Lot Design
   A. Homes shall have unique designs throughout the project
   B. All homes are required to have a two-car garage
   C. Homes shall be designed to have side accessed or recessed garages
   D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
   E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
   F. Individual lots shall show landscaping at time of permit
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Public Hearing Published	5/30/19	First Reading	6/27/19
Public Hearing	6/27/19	Adopted	7/18/19

ORDINANCE NO. 576

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of June 27, 2019, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

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

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

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.

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

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

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

7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

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

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

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 19, 2019.

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

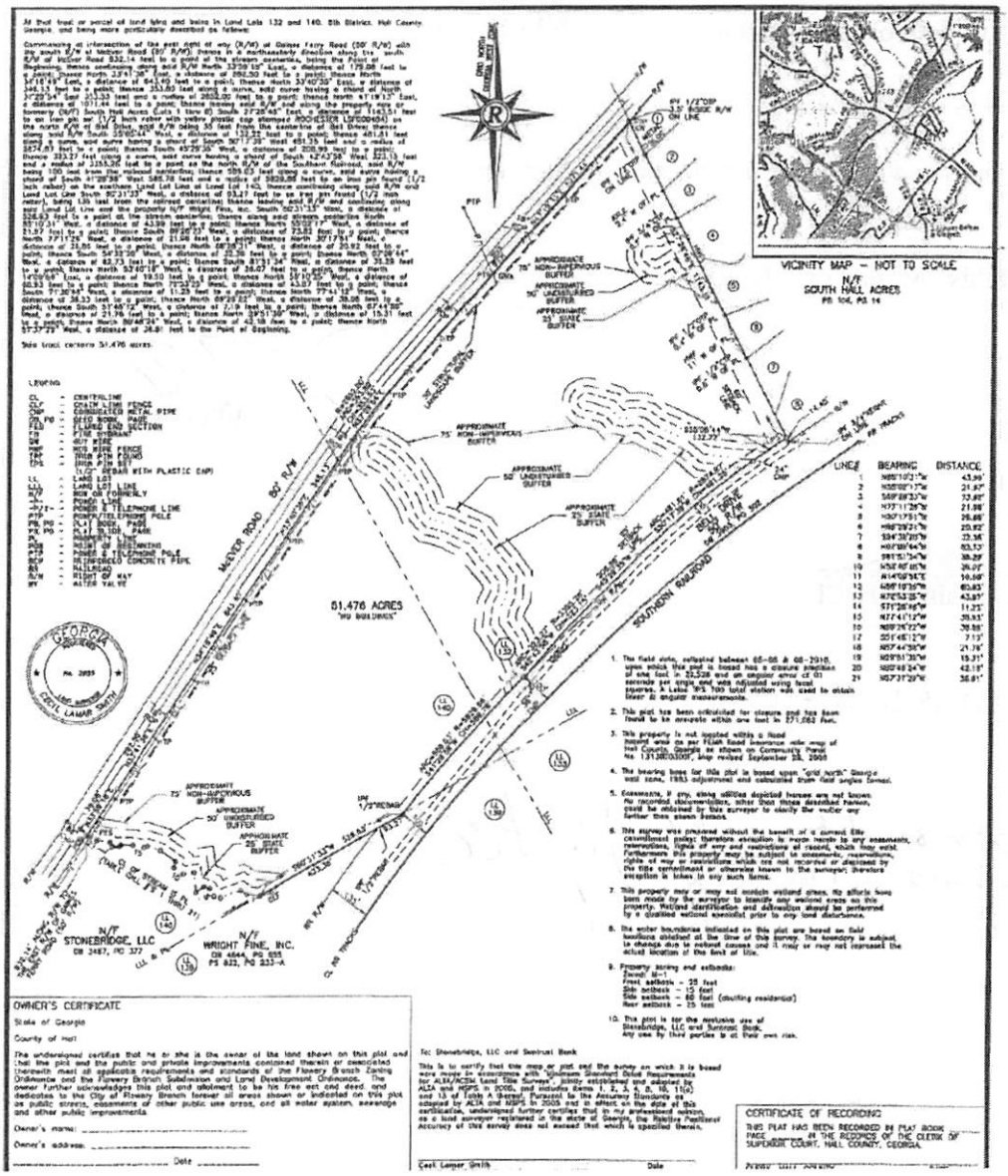

VICINITY MAP – NOT TO SCALE
N/F
SOUTH HALL ACRES
51.476 ACRES
MALVOR ROAD
SOUTHERN RAILROAD
N/F
STONEBRIDGE, LLC
N/F
WRIGHT FINE, INC.
OWNER'S CERTIFICATE
CERTIFICATE OF RECORDING

Exhibit "B"

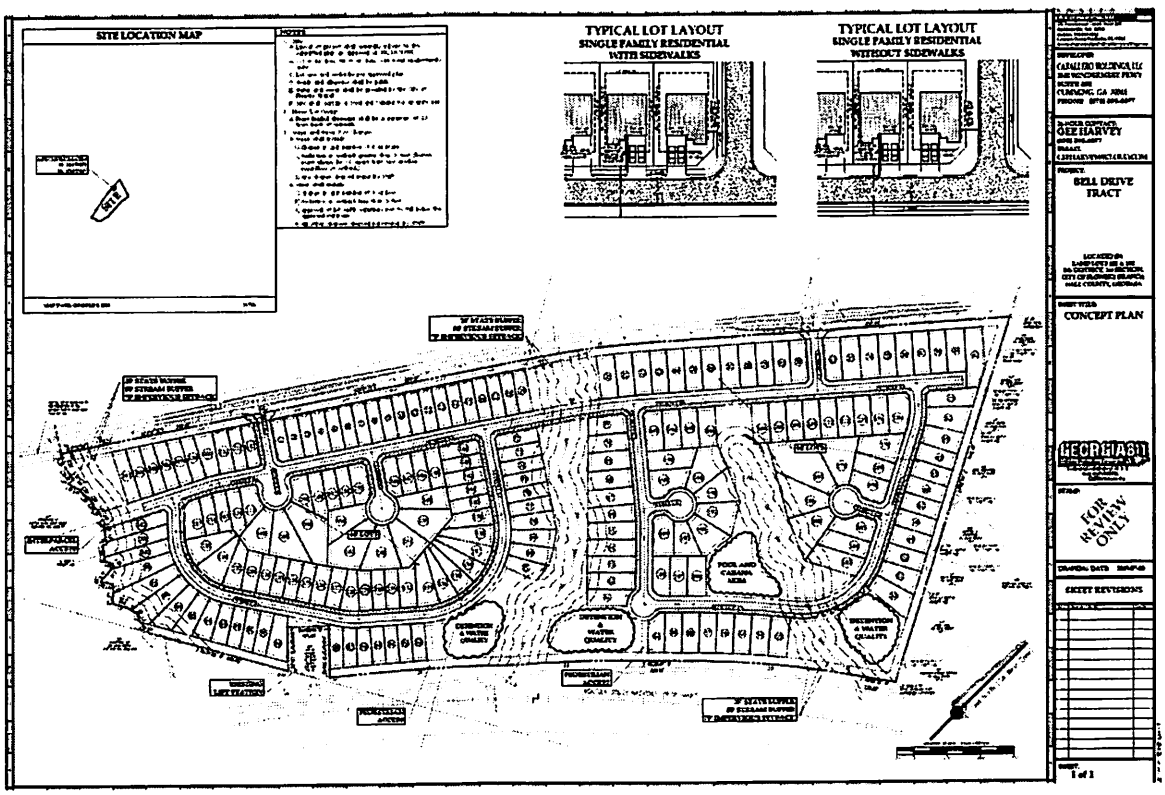
ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running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

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

Exhibit "C"

Conditions of Zoning

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



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

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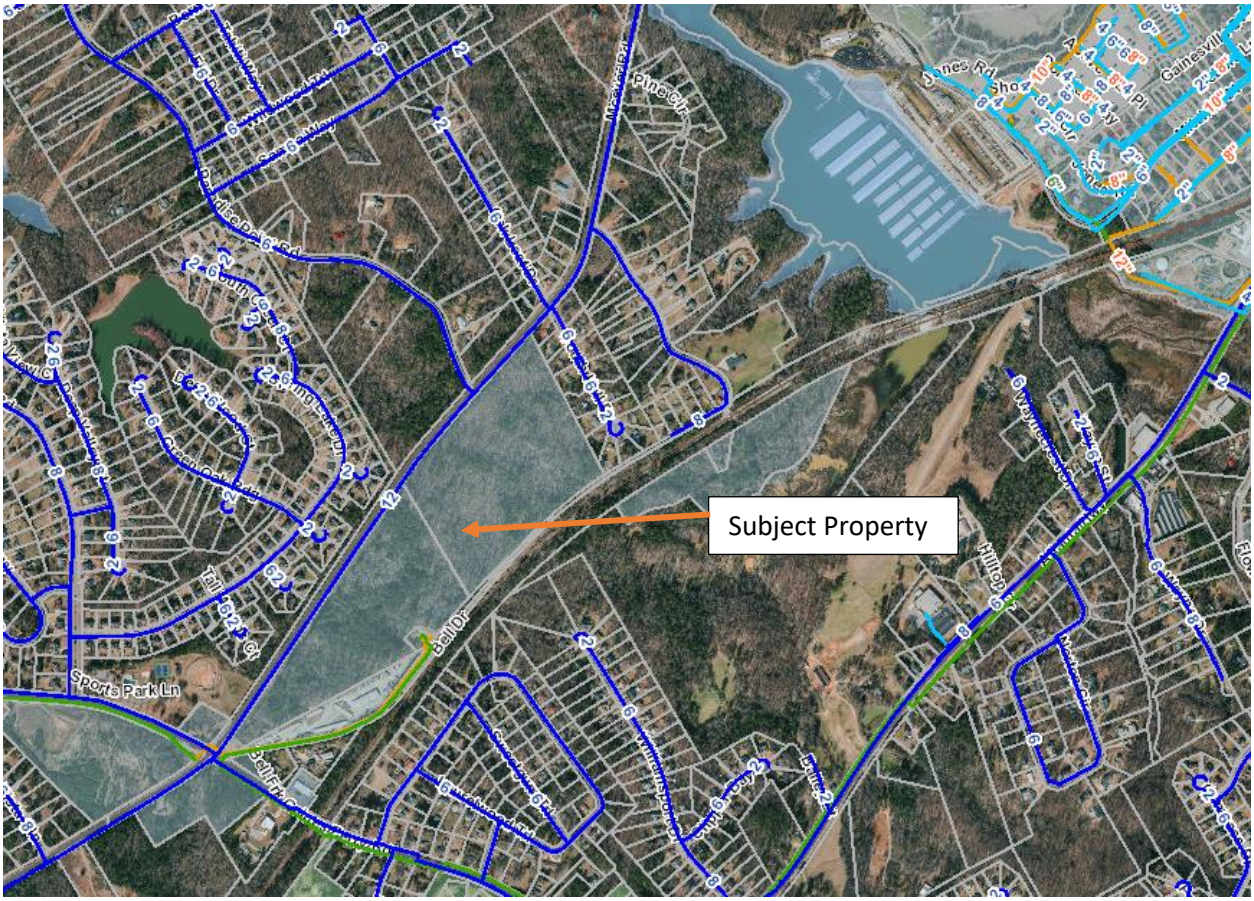
   G. All lots must be sodded prior to certificate of occupancy
   H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
   I. A house location plan (HLP) is required for each home at the time of permitting

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

Proposed Change to Conditions of Zoning
Bell Road S/D
Cotter-Harvey

On July 18, 2019, City Council adopted Ordinance Nos. 575 & 576 amending the official zoning map of the City by rezoning 51.08 +/- acres of land from M-1 to PUD giving the applicant (Gee Harvey) the ability to construct a 199 single family detached subdivision. As usual there were conditions of zoning attached to this ordinance. Condition 1.I states that water and sewer shall be provided by the City of Flowery Branch. The applicant would like to amend the condition of zoning. The applicant wishes to serve the site with the City of Gainesville water rather than Flowery Branch. By law the rezoning must be reopened, re-advertised, a public hearing must be held, and Council must once again render a decision on this case. The legal requirements have been met by staff. Applicant has requested to have a public hearing with an initial vote on February 6, 2020 and the second reading and vote on February 20, 2020. Staff recommends allowing this to occur as the project is nearing approval for site work.

Allowing the applicant to be served by Gainesville water to this site means Flowery Branch will be unable to serve any potential customers in that surrounding area. Not altering the condition will mean the applicant will need to run a new water line to the project at a significant cost. Applicant has stated he would need to run a new Flowery Branch water line approximately five miles long. The map below shows the City of Gainesville line in dark blue while the Flowery Branch lines are shown in light blue.



Staff Recommendation

The City's water and sewer consultant, Mr. Bob Troxler, is opposed to the site being served by the City of Gainesville as the City not only loses 199 customers on site but also loses the ability to serve other sites farther south that may be annexed and developed.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-004 - Proposed Increase of the Hotel-Motel Tax from 5% to 8%

COUNCIL MEETING DATE: February 6, 2020

HISTORY:
The City of Flowery Branch first approved a 5% Hotel-Motel Tax in September of 2008.

FACTS AND ISSUES:
Lake Lanier Islands and the City of Oakwood have already moved to implement an 8% Hotel-Motel Tax and since we are likewise a partner with the Lake Lanier Convention and Visitors Bureau (LLCVB), it has been requested that we also consider moving from 5% to 8%. The City of Gainesville went to 8% approximately one year ago. A complete listing of the hotel-motel tax rates from the Department of Community Affairs is attached.

Currently we are at 5% – with 2% going to LLCVB = ($27,336)*
3% going to Flowery Branch General Fund = ($41,004)

If the City were to go from 5% to 8%, the additional 3% would be divided with half going to the LLCVB and half going to the City for tourism development, which would be about $20,502 for each in additional revenue. These new funds for the City would be restricted to tourism development, unlike our 3% of the original 5%, which is unrestricted revenue to the General Fund. As some of the Council have indicated interest in a more robust Downtown Management Program, staff has thought this increase in funds could assist with the development of downtown events, the farmers' market, etc.

*We supplement the LLCVB budget with $16,500 from the GF. See Attached FY 2019 Flowery Branch Events Budget Forecast for more information.

OPTIONS:
In our contractual relationship with the Lake Lanier Convention and Visitor's Bureau, the City is not under any obligation for this increase.

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

AMOUNT AND SOURCE OF FUNDS:
These additional funds were not contemplated nor will they be collected for the FY 2020 Budget.

RECOMMENDATION:
Approval to 8%

SAMPLE MOTION:
I motion to approve Resolution 20-004 for the Proposed Increase of the Hotel-Motel Tax from 5% to 8%

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- DCA Rates Report Oct. 2019.pdf
- 5% Hotel - Motel Tax - History of Collections FY2014 to Present.pdf
- FY2019 Flowery Branch Events Budget Forecast - provided by LLCVB.pdf
- Notice.House Bill.Resolution.pdf

Georgia® Department of Community Affairs

FY2018 Hotel/ Motel Excise Tax Report
Jurisdiction Tax Rate and Authorization Paragraph
Updated: October 2019

Government	Tax Rate	Authorization Paragraph
Acworth City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Adairsville City	8%	O.C.G.A. § 48-13-51 (b)
Albany City	8%	O.C.G.A. § 48-13-51 (b)
Alma City	7%	O.C.G.A. § 48-13-51 (a) 4.4
Alpharetta City	8%	O.C.G.A. § 48-13-51 (b)
Americus City	7%	O.C.G.A. § 48-13-51 (a) 4.2
Appling County	5%	O.C.G.A. § 48-13-51 (a) 3
Arabi Town	3%	O.C.G.A. § 48-13-51 (a) 1
Ashburn City	8%	O.C.G.A. § 48-13-51 (b)
Athens-Clarke Cons. Govt.	7%	O.C.G.A. § 48-13-51 (a) 4.2
Atlanta City	8%	O.C.G.A. § 48-13-51 (a) 5
Augusta/Richmond Cons. Govt.	6%	O.C.G.A. § 48-13-51 (a) 4
Austell City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Bainbridge City	5%	O.C.G.A. § 48-13-51 (a) 3
Baldwin County	8%	O.C.G.A. § 48-13-51 (b)
Banks County	5%	O.C.G.A. § 48-13-51 (a) 3
Barnesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Bartow County	8%	O.C.G.A. § 48-13-51 (b)
Blackshear City	5%	O.C.G.A. § 48-13-51 (a) 3
Blairsville City	5%	O.C.G.A. § 48-13-51 (a) 3
Blakely City	5%	O.C.G.A. § 48-13-51 (a) 3
Blue Ridge City	5%	O.C.G.A. § 48-13-51 (a) 3
Braselton Town	5%	O.C.G.A. § 48-13-51 (a) 3
Bremen City	5%	O.C.G.A. § 48-13-51 (a) 3
Brookhaven City	8%	O.C.G.A. § 48-13-51 (b)
Brunswick City	3%	O.C.G.A. § 48-13-51 (a) 1
Buford City	7%	O.C.G.A. § 48-13-51 (b)
Bulloch County	5%	O.C.G.A. § 48-13-51 (a) 3
Butts County	3%	O.C.G.A. § 48-13-51 (a) 1
Byron City	6%	O.C.G.A. § 48-13-51 (b)
Cairo City	5%	O.C.G.A. § 48-13-51 (a) 3
Calhoun City	8%	O.C.G.A. § 48-13-51 (b)
Camden County	3%	O.C.G.A. § 48-13-51 (a) 1
Camilla City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Canton City	8%	O.C.G.A. § 48-13-51 (b)
Carroll County	6%	O.C.G.A. § 48-13-51 (a) 3.4
Carrollton City	8%	O.C.G.A. § 48-13-51 (b)
Cartersville City	8%	O.C.G.A. § 48-13-51 (b)
Cave Spring City	8%	O.C.G.A. § 48-13-51 (b)
Cedartown City	8%	O.C.G.A. § 48-13-51 (b)
Chamblee City	8%	O.C.G.A. § 48-13-51 (b)
Chatham County	6%	O.C.G.A. § 48-13-51 (a) 3.2
Chattahoochee Hills City	7%	O.C.G.A. § 48-13-51 (a) 4.2
Cherokee County	6%	O.C.G.A. § 48-13-51 (b)
Chickamauga City	5%	O.C.G.A. § 48-13-51 (a) 3
Clarkesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Claxton City	5%	O.C.G.A. § 48-13-51 (a) 3
Clay County	5%	O.C.G.A. § 48-13-51 (a) 3
Clayton City	5%	O.C.G.A. § 48-13-51 (a) 3
Clayton County	8%	O.C.G.A. § 48-13-51 (b)
Cleveland City	8%	O.C.G.A. § 48-13-51 (b)
Cobb County	8%	O.C.G.A. § 48-13-51 (a) 5.1
Cochran City	5%	O.C.G.A. § 48-13-51 (a) 3
College Park City	8%	O.C.G.A. § 48-13-51 (b)
Colquitt City	5%	O.C.G.A. § 48-13-51 (a) 3
Columbia County	5%	O.C.G.A. § 48-13-51 (a) 3
Columbus/Muscogee Cons. Govt.	8%	O.C.G.A. § 48-13-51 (b)
Conyers City	8%	O.C.G.A. § 48-13-51 (a) 3.8
Cook County	5%	O.C.G.A. § 48-13-51 (a) 3
Cordele City	6%	O.C.G.A. § 48-13-51 (b)
Cornelia City	8%	O.C.G.A. § 48-13-51 (b)
Covington City	8%	O.C.G.A. § 48-13-51 (b)
Coweta County	8%	O.C.G.A. § 48-13-51 (b)
Crisp County	5%	O.C.G.A. § 48-13-51 (a) 3
Cumming City	5%	O.C.G.A. § 48-13-51 (a) 3
Cusseta-Chattahoochee CG	5%	O.C.G.A. § 48-13-51 (a) 3
Cuthbert City	5%	O.C.G.A. § 48-13-51 (a) 3
Dade County	8%	O.C.G.A. § 48-13-51 (b)
Dahlonega City	8%	O.C.G.A. § 48-13-51 (b)
Dallas City	5%	O.C.G.A. § 48-13-51 (a) 3
Dalton City	7%	O.C.G.A. § 48-13-51 (b)
Darien City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Dawson City	5%	O.C.G.A. § 48-13-51 (a) 3
Dawson County	8%	O.C.G.A. § 48-13-51 (b)
Dawsonville City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Decatur City	8%	O.C.G.A. § 48-13-51 (b)
DeKalb County	8%	O.C.G.A. § 48-13-51 (b)
Dillard City	5%	O.C.G.A. § 48-13-51 (a) 3
Donalsonville City	5%	O.C.G.A. § 48-13-51 (a) 3
Doraville City	5%	O.C.G.A. § 48-13-51 (a) 3
Douglas City	5%	O.C.G.A. § 48-13-51 (a) 3
Douglas County	8%	O.C.G.A. § 48-13-51 (b)
Douglasville City	8%	O.C.G.A. § 48-13-51 (b)
Dublin City	8%	O.C.G.A. § 48-13-51 (a) 5.2
Dunwoody City	8%	O.C.G.A. § 48-13-51 (b)
East Dublin City	5%	O.C.G.A. § 48-13-51 (a) 2.1
East Ellijay City	3%	O.C.G.A. § 48-13-51 (a) 1
East Point City	8%	O.C.G.A. § 48-13-51 (b)
Eastman City	5%	O.C.G.A. § 48-13-51 (a) 3
Eatonton City	8%	O.C.G.A. § 48-13-51 (b)
Effingham County	5%	O.C.G.A. § 48-13-51 (a) 3
Elbert County	5%	O.C.G.A. § 48-13-51 (a) 3
Elberton City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Ellijay City	5%	O.C.G.A. § 48-13-51 (a) 3
Emerson City	8%	O.C.G.A. § 48-13-51 (b)
Evans County	5%	O.C.G.A. § 48-13-51 (a) 3
Fairburn City	3%	O.C.G.A. § 48-13-51 (a) 1
Fannin County	5%	O.C.G.A. § 48-13-51 (a) 3
Fayette County	3%	O.C.G.A. § 48-13-51 (a) 1
Fayetteville City	8%	O.C.G.A. § 48-13-51 (b)
Fitzgerald City	8%	O.C.G.A. § 48-13-51 (b)
Flemington City	5%	O.C.G.A. § 48-13-51 (a) 3
Flowery Branch City	5%	O.C.G.A. § 48-13-51 (a) 3
Floyd County	6%	O.C.G.A. § 48-13-51 (a) 3.3
Folkston City	5%	O.C.G.A. § 48-13-51 (a) 3
Forest Park City	3%	O.C.G.A. § 48-13-51 (a) 1
Forsyth City	5%	O.C.G.A. § 48-13-51 (a) 3
Forsyth County	5%	O.C.G.A. § 48-13-51 (a) 3
Fort Oglethorpe City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Fort Valley City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Franklin County	5%	O.C.G.A. § 48-13-51 (a) 3
Franklin Springs City	3%	O.C.G.A. § 48-13-51 (a) 1
Fulton County	7%	O.C.G.A. § 48-13-51 (a) 5
Gainesville City	8%	O.C.G.A. § 48-13-51 (b)
Garden City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Gilmer County	5%	O.C.G.A. § 48-13-51 (a) 3
Glennville City	5%	O.C.G.A. § 48-13-51 (a) 3
Glynn County	5%	O.C.G.A. § 48-13-51 (a) 3
Gordon County	8%	O.C.G.A. § 48-13-51 (b)
Gray City	5%	O.C.G.A. § 48-13-51 (a) 3
Greene County	5%	O.C.G.A. § 48-13-51 (a) 3
Greensboro City	5%	O.C.G.A. § 48-13-51 (a) 3
Griffin City	8%	O.C.G.A. § 48-13-51 (b)
Gwinnett County	8%	O.C.G.A. § 48-13-51 (b)
Habersham County	5%	O.C.G.A. § 48-13-51 (a) 3
Hall County	5%	O.C.G.A. § 48-13-51 (a) 3
Hamilton City	3%	O.C.G.A. § 48-13-51 (a) 1
Hampton City	5%	O.C.G.A. § 48-13-51 (a) 3
Hapeville City	8%	O.C.G.A. § 48-13-51 (b)
Harlem City	6%	O.C.G.A. § 48-13-51 (a) 4.6B
Harris County	5%	O.C.G.A. § 48-13-51 (a) 3
Hart County	5%	O.C.G.A. § 48-13-51 (a) 3
Hartwell City	8%	O.C.G.A. § 48-13-51 (b)
Hawkinsville City	8%	O.C.G.A. § 48-13-51 (b)
Helen City	8%	O.C.G.A. § 48-13-51 (b)
Henry County	5%	O.C.G.A. § 48-13-51 (a) 3
Hiawassee City	5%	O.C.G.A. § 48-13-51 (a) 3
Hinesville City	5%	O.C.G.A. § 48-13-51 (a) 3
Hiram City	5%	O.C.G.A. § 48-13-51 (a) 3
Hogansville City	8%	O.C.G.A. § 48-13-51 (b)
Holly Springs City	3%	O.C.G.A. § 48-13-51 (a) 1
Homer Town	5%	O.C.G.A. § 48-13-51 (a) 3
Homerville City	6%	O.C.G.A. § 48-13-51 (a) 3.7
Jackson City	3%	O.C.G.A. § 48-13-51 (a) 1
Jasper City	6%	O.C.G.A. § 48-13-51 (a) 3.4
Jeff Davis County	5%	O.C.G.A. § 48-13-51 (a) 3
Jefferson City	5%	O.C.G.A. § 48-13-51 (a) 3
Jefferson County	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Jenkins County	8%	O.C.G.A. § 48-13-51 (b)
Jesup City	5%	O.C.G.A. § 48-13-51 (a) 3
Johns Creek City	7%	O.C.G.A. § 48-13-51 (a) 5
Jonesboro City	8%	O.C.G.A. § 48-13-51 (b)
Kennesaw City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Kingsland City	6%	O.C.G.A. § 48-13-51 (a) 4
LaFayette City	8%	O.C.G.A. § 48-13-51 (b)
LaGrange City	8%	O.C.G.A. § 48-13-51 (b)
Lavonia City	8%	O.C.G.A. § 48-13-51 (b)
Lawrenceville City	8%	O.C.G.A. § 48-13-51 (b)
Lee County	7%	O.C.G.A. § 48-13-51 (a) 4.4
Liberty County	5%	O.C.G.A. § 48-13-51 (a) 3
Lincoln County	5%	O.C.G.A. § 48-13-51 (a) 3
Lincolnton City	5%	O.C.G.A. § 48-13-51 (a) 3
Locust Grove City	8%	O.C.G.A. § 48-13-51 (b)
Loganville City	5%	O.C.G.A. § 48-13-51 (a) 3
Lookout Mountain City	3%	O.C.G.A. § 48-13-51 (a) 1
Louisville City	5%	O.C.G.A. § 48-13-51 (a) 2.1
Lowndes County	7%	O.C.G.A. § 48-13-51 (b)
Lumpkin County	5%	O.C.G.A. § 48-13-51 (a) 3
Lyons City	5%	O.C.G.A. § 48-13-51 (a) 3
Macon-Bibb County	8%	O.C.G.A. § 48-13-51 (b)
Madison City	5%	O.C.G.A. § 48-13-51 (a) 3
Manchester City	5%	O.C.G.A. § 48-13-51 (a) 3
Marietta City	8%	O.C.G.A. § 48-13-51 (a) 5.1
McDonough City	8%	O.C.G.A. § 48-13-51 (b)
McDuffie County	5%	O.C.G.A. § 48-13-51 (a) 3
McIntosh County	5%	O.C.G.A. § 48-13-51 (a) 4.6A
McRae-Helena City	5%	O.C.G.A. § 48-13-51 (a) 3
Meriwether County	5%	O.C.G.A. § 48-13-51 (a) 3
Metter City	7%	O.C.G.A. § 48-13-51 (b)
Midway City	3%	O.C.G.A. § 48-13-51 (a) 1
Milledgeville City	8%	O.C.G.A. § 48-13-51 (b)
Milton City	3%	O.C.G.A. § 48-13-51 (a) 1
Monroe City	5%	O.C.G.A. § 48-13-51 (a) 3
Montezuma City	5%	O.C.G.A. § 48-13-51 (a) 3
Monticello City	5%	O.C.G.A. § 48-13-51 (a) 3
Morgan County	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Morrow City	8%	O.C.G.A. § 48-13-51 (b)
Moultrie City	7%	O.C.G.A. § 48-13-51 (b)
Mount Vernon City	5%	O.C.G.A. § 48-13-51 (a) 3
Murray County	5%	O.C.G.A. § 48-13-51 (a) 3
Nashville City	5%	O.C.G.A. § 48-13-51 (a) 2.2
Newnan City	8%	O.C.G.A. § 48-13-51 (b)
Newton County	5%	O.C.G.A. § 48-13-51 (a) 3
Norcross City	7%	O.C.G.A. § 48-13-51 (b)
Oakwood City	5%	O.C.G.A. § 48-13-51 (a) 3
Oconee County	6%	O.C.G.A. § 48-13-51 (a) 4
Peach County	5%	O.C.G.A. § 48-13-51 (a) 3
Peachtree City	8%	O.C.G.A. § 48-13-51 (b)
Pearson City	5%	O.C.G.A. § 48-13-51 (a) 3
Pelham City	8%	O.C.G.A. § 48-13-51 (b)
Perry City	7%	O.C.G.A. § 48-13-51 (b)
Pickens County	6%	O.C.G.A. § 48-13-51 (a) 3.4
Pine Mountain Town	5%	O.C.G.A. § 48-13-51 (a) 2.2
Pooler City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Port Wentworth City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Powder Springs City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Putnam County	8%	O.C.G.A. § 48-13-51 (b)
Rabun County	5%	O.C.G.A. § 48-13-51 (a) 5.3
Randolph County	5%	O.C.G.A. § 48-13-51 (a) 3
Richland City	3%	O.C.G.A. § 48-13-51 (a) 1
Richmond Hill City	7%	O.C.G.A. § 48-13-51 (a) 4.5
Rincon City	5%	O.C.G.A. § 48-13-51 (a) 2.1
Ringgold City	6%	O.C.G.A. § 48-13-51 (b)
Riverdale City	3%	O.C.G.A. § 48-13-51 (a) 1
Rockdale County	5%	O.C.G.A. § 48-13-51 (a) 4.6A
Rockmart City	3%	O.C.G.A. § 48-13-51 (a) 1
Rome City	8%	O.C.G.A. § 48-13-51 (b)
Roswell City	8%	O.C.G.A. § 48-13-51 (b)
Royston City	3%	O.C.G.A. § 48-13-51 (a) 1
Sandersville City	5%	O.C.G.A. § 48-13-51 (a) 3
Sandy Springs City	7%	O.C.G.A. § 48-13-51 (a) 5
Savannah City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Screven County	8%	O.C.G.A. § 48-13-51 (b)
Sky Valley City	5%	O.C.G.A. § 48-13-51 (a) 3

Georgia® Department of Community Affairs

Government	Tax Rate	Authorization Paragraph
Smyrna City	8%	O.C.G.A. § 48-13-51 (a) 5.1
Snellville City	8%	O.C.G.A. § 48-13-51 (b)
Social Circle City	5%	O.C.G.A. § 48-13-51 (a) 3
South Fulton City	5%	O.C.G.A. § 48-13-51 (a) 3
Spalding County	8%	O.C.G.A. § 48-13-51 (b)
St. Marys City	6%	O.C.G.A. § 48-13-51 (a) 4
Statesboro City	6%	O.C.G.A. § 48-13-51 (b)
Stephens County	5%	O.C.G.A. § 48-13-51 (a) 3
Stockbridge City	8%	O.C.G.A. § 48-13-51 (b)
Stone Mountain City	5%	O.C.G.A. § 48-13-51 (a) 3
Stonecrest City	8%	O.C.G.A. § 48-13-51 (b)
Summerville City	3%	O.C.G.A. § 48-13-51 (a) 1
Suwanee City	7%	O.C.G.A. § 48-13-51 (a) 4.5
Swainsboro City	5%	O.C.G.A. § 48-13-51 (a) 3
Sylvania City	5%	O.C.G.A. § 48-13-51 (a) 3
Sylvester City	5%	O.C.G.A. § 48-13-51 (a) 3
Tallapoosa City	3%	O.C.G.A. § 48-13-51 (a) 1
Tallulah Falls Town	5%	O.C.G.A. § 48-13-51 (a) 3
Telfair County	5%	O.C.G.A. § 48-13-51 (a) 3
Thomas County	8%	O.C.G.A. § 48-13-51 (b)
Thomaston City	5%	O.C.G.A. § 48-13-51 (a) 3
Thomasville City	8%	O.C.G.A. § 48-13-51 (b)
Tift County	5%	O.C.G.A. § 48-13-51 (a) 3
Tifton City	5%	O.C.G.A. § 48-13-51 (a) 3
Toccoa City	8%	O.C.G.A. § 48-13-51 (b)
Towns County	5%	O.C.G.A. § 48-13-51 (a) 3
Trenton City	8%	O.C.G.A. § 48-13-51 (b)
Trion Town	3%	O.C.G.A. § 48-13-51 (a) 1
Troup County	8%	O.C.G.A. § 48-13-51 (b)
Tucker City	8%	O.C.G.A. § 48-13-51 (b)
Turner County	5%	O.C.G.A. § 48-13-51 (a) 3
Tybee Island City	6%	O.C.G.A. § 48-13-51 (a) 3.2
Unadilla City	2%	O.C.G.A. § 48-13-51 (a) 1
Union City	5%	O.C.G.A. § 48-13-51 (a) 3
Union County	5%	O.C.G.A. § 48-13-51 (a) 3
Upson County	5%	O.C.G.A. § 48-13-51 (a) 3
Valdosta City	7%	O.C.G.A. § 48-13-51 (b)
Vidalia City	8%	O.C.G.A. § 48-13-51 (b)

Government	Tax Rate	Authorization Paragraph
Vienna City	6%	O.C.G.A. § 48-13-51 (a) 4
Villa Rica City	8%	O.C.G.A. § 48-13-51 (b)
Wadley City	5%	O.C.G.A. § 48-13-51 (a) 3
Walker County	8%	O.C.G.A. § 48-13-51 (b)
Warm Springs City	5%	O.C.G.A. § 48-13-51 (a) 3
Warner Robins City	8%	O.C.G.A. § 48-13-51 (b)
Waycross City	5%	O.C.G.A. § 48-13-51 (a) 3
Wayne County	8%	O.C.G.A. § 48-13-51 (b)
Waynesboro City	5%	O.C.G.A. § 48-13-51 (a) 3
West Point City	5%	O.C.G.A. § 48-13-51 (a) 3
Wheeler County	5%	O.C.G.A. § 48-13-51 (a) 3
White County	8%	O.C.G.A. § 48-13-51 (b)
Whitfield County	7%	O.C.G.A. § 48-13-51 (b)
Wilkes County	5%	O.C.G.A. § 48-13-51 (a) 3
Winder City	7%	O.C.G.A. § 48-13-51 (a) 4.4
Woodbine City	3%	O.C.G.A. § 48-13-51 (a) 1
Woodstock City	8%	O.C.G.A. § 48-13-51 (b)
Wrens City	5%	O.C.G.A. § 48-13-51 (a) 3
Wrightsville City	5%	O.C.G.A. § 48-13-51 (a) 3

	FY2014		FY2015		FY2016		FY2017		FY2018		FY2019		Increase from FY2014 to FY2019
	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	Amount	Collection %	
City	60,975.77	60%	60,375.88	60%	85,934.21	60%	72,075.17	60%	88,039.76	60%	81,769.02	60%	34.10%
Increase from prior year	-3.44%		-0.98%		42.33%		-16.13%		22.15%		-7.12%		
Lake Lanier	40,650.51	40%	40,250.59	40%	57,289.48	40%	48,050.12	40%	58,693.17	40%	54,512.69	40%	
Total	101,626.25	100%	100,626.46	100%	143,224.11	100%	120,125.13	100%	146,733.15	100%	136,281.64	100%	34.10%

2019 Flowery Branch Block Parties & Farmers Market Events

6 Block Parties

Friday, June 21	Star Wars
Friday, July 19	Beach Party
Thursday, August 15 (due to school scheduled)	Back to School Pep Rally & Street Dance
Friday, September 20	Harry Potter with Fly Betty Band
Friday, October 18	Gilmore Girls
Friday, December 6	Tree Lighting & Holiday Market

Farmers Market Promotions

Website and ads	$	300.00
Giveaways and promotional items	$	500.00
Tomato Sandwich Party (Thursday in July tbd)	$	700.00
Total for Farmers Market events & promos	**$**	**1,500.00**

Block Party Average Monthly Expenses

Stage, Sound & Light	$	1,700.00
Musical Entertainment	$	600.00
Inflatables for Kids	$	400.00
Themed activities and décor	$	600.00
Promotions, banners, ads	$	350.00
Staffing for set up and take down	$	300.00
Total Per Month Estimated Block Party Expense	**$**	**3,950.00**

Expenses fluctuate by month - those listed here are an average monthly total of the estimated total for the series

Total Event & Promotions Expense	**$**	**27,450.00**

Revenue to offset expense

LLCVB 20% of FB funding	**$**	**10,992.00**

In FY2019 the LLCVB has already spent $20,935 on FB events and equipment - which far exceeds the 20% cap in our contract

The funds listed above would be collected in FY2020 beginning July 1st

Remaining Balance = City's Commitment	**$**	**16,458.00**

Potential New Reveue to offset City's Commitment

Vendor fees	$	4,200.00
Sponsorhips	$	3,000.00
Total Potential New Revenue	**$**	**7,200.00**

City's Commitment Less New Revenue	**$**	**9,258.00**

We suggest the City put $16,500 in the budget for these events with the hope that vendor/sponsor revenue will reduce the actual expenditure to $9,258

Other Expenses to Consider

Electrical outlets and power needs for stage and vendors

Stage Cover = $1200 a month to rent from Lanier Tent Rental or purchase an inflatable cover for about $3,500

Fireworks for Christmas = $4,500 we were able to get $2,500 in promised commitments this year for fireworks

Porta Potties

Public Safety

Trash recepticles and removal

****

NOTE TO LEGISLATOR: NOTICE REQUIREMENTS FOR LOCAL BILLS
(THIS SECTION NOT FOR PUBLICATION)

(1) The notice below must be published one time in the county legal organ.

(2) If the bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the notice must be provided to the local governing authority during the same calendar week in which the notice was published in the legal organ or during the seven days immediately after the date of publication. For purposes of this requirement, the copy of the notice provided to such governing authority may consist of an actual or photostatic copy of the published notice or a typed restatement of the contents of such notice.

(3) The notice may be published during the session of the General Assembly or during the 60-day period immediately prior to the convening date of the session at which the bill is introduced.

(4) If the notice is published during the session of the General Assembly, then the bill cannot be introduced before Monday of the calendar week following the week in which the notice was published.

(5) A copy of the notice as it was advertised and an affidavit swearing that the notice has been published as provided by O.C.G.A. § 28-1-14 *(see paragraph (1) above)* and that the notice requirements of that Code section have been met *(see paragraph (2) above)* shall be attached to the bill and shall become a part of the bill. Such affidavit shall be made by the author of the bill (on the form provided by the Office of Legislative Counsel).

(6) See O.C.G.A. § 28-1-14 for the complete text of the notice requirements.

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NOTE TO PUBLISHER OF LEGAL ORGAN: PUBLISH ONLY THE NOTICE BELOW

NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the regular 2020 session of the General Assembly of Georgia a bill to authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; and for other purposes.

A BILL TO BE ENTITLED

AN ACT

To authorize the governing authority of the City of Flowery Branch to levy an excise tax pursuant to subsection (b) of Code Section 48-13-51 of the O.C.G.A.; to provide procedures, conditions, and limitations; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA

SECTION 1.

Pursuant to the authority of subsection (b) of Code Section 48-13-51 of the O.C.G.A., the governing authority of the City of Flowery Branch is authorized to levy an excise tax at a rate not to exceed 8 percent of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value.

SECTION 2.

The enactment of this Act is subsequent to the adoption of Resolution 20-004 by the governing authority of the City of Flowery Branch on February 6, 2020, which specifies the subsequent tax rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds.

SECTION 3.

In accordance with the terms of such resolution adopted by the mayor and council of the City of Flowery Branch:

(1) In each fiscal year during which a tax is collected pursuant to paragraph two (2) of subsection (b) of Code Section 48-13-51 of the O.C.G.A., an amount equal to not less than 50 percent of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the

rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Flowery Branch or by such other entity already authorized to administer tourism funds pursuant to existing contract as specified in paragraph (2) of subsection (e) of Code Section 48-13-51 of the O.C.G.A.; and

(2) The remaining amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of 5 percent which is not otherwise expended under paragraph (1) of this section shall be expended for tourism product development.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

RESOLUTION NO. 20 - 004

A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL LEGISLATION TO LEVY THE HOTEL-MOTEL TAX IN FLOWERY BRANCH, HALL COUNTY, GEORGIA AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO; TO REPEAL CONFLICTING RESOLUTIONS TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Flowery Branch, Georgia (the "City") has a desire to continue its efforts to promote tourism; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51 and Sec. 44-32 of the City Code of Ordinances, the City currently levies a hotel-motel excise tax in the amount of five percent; and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b)(2), the City wishes to increase the hotel-motel excise tax to eight percent of the charge for furnishing for value to the public any room or rooms, lodgings or accommodations; and

WHEREAS, the City shall utilize the proceeds from the hotel-motel excise tax for the promotion of tourism, conventions and trade shows as well as tourism product development including, but not limited to, the promotion and development of a tourism project located in downtown Flowery Branch; and

WHEREAS, in each fiscal year during which the hotel-motel tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent shall be expended for promoting tourism, conventions and trade shows by the City's designated destination marketing organization, and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent which are not otherwise expended for promoting tourism, conventions and trade shows shall be expended for tourism product development, including the development and implementation of the downtown tourism project.

THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY RESOLVES as follows:

SECTION 1. LEVY.

The governing body for the City of Flowery Branch hereby supports the amendment of the hotel-motel excise tax from five percent to eight percent, with the proceeds thereof to be used as set forth above and directs the Mayor, the City Manager and the City Attorney to execute such documents and agreements that may be necessary to effectuate the terms of this resolution.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

PASSED AND ADOPTED by the City Council of the City of Flowery Branch Georgia this 6th day of February 2020.

_____

James Miller. Mayor

ATTEST:

_____

Melissa McCain M.M.C., City Clerk

APPROVED AS TO FORM:

_____

E. Ronald Bennett, Jr., City Attorney