



**City of Flowery Branch  
City Council Meeting  
Thursday, February 15, 2024, 6:00 PM  
City of Flowery Branch City Hall  
5410 Pine Street, Flowery Branch, GA 30542**



**CALL WORK SESSION TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ADOPTION OF AGENDA:**

**AWARDS & RECOGNITIONS:**

**UNFINISHED BUSINESS - WORK SESSION:**

- Consider Second Reading of Ordinance 706 for a Annexation Request submitted by PR Land Investment.  
[01 Piedmont Residential Annexation App - 5170 Church St.pdf](#)  
[03 5170 Church st GIS map.pdf](#)  
[04 Church Street 3D Renderings 11.8.2023\(43636486.1\).pdf](#)  
[05 Letter to Hall County.pdf](#)  
[06 Church Street Site Rendering 11-14-2023.pdf](#)  
[Staff Report 5170 Church St.pdf](#)  
[Ordinance 706 – Annexation to Piedmont Residential at 5170 Church Street.pdf](#)
- Consider Second Reading of Ordinance 707 for a Rezoning Request submitted by PR Land Investment.  
[02 Piedmont Residential Rezoning App - 5170 Church st..pdf](#)  
[03 5170 Church st GIS map.pdf](#)  
[04 Church Street 3D Renderings 11.8.2023\(43636486.1\).pdf](#)  
[05 Letter to Hall County.pdf](#)  
[06 Church Street Site Rendering 11-14-2023.pdf](#)  
[Staff Report 5170 Church St.pdf](#)  
[Ordinance 707 – Rezoning to Piedmont Residential at 5170 Church Street.pdf](#)

**NEW BUSINESS -WORK SESSION:**

- Wastewater Reclamation Facility Update
- Consider an Agreement With Vector Solutions for Guardian Tracking Software  
[Executive Summary - Guardian Tracker Rev.pdf](#)  
[Flowery Branch Police Department Client Agreement 1\\_30\\_2024 \(1\).pdf](#)

**DEPARTMENT REPORTS:** - a. City Manager Report

b. City Clerk Report

c. Department of Fun Report

- d. Finance Department Report
- e. Human Resources Report
- f. Planning Department Report
- g. Police Department Report
- h. Public Works & Utilities Report
- i. Attorney Report
- j. Council Report

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

**PUBLIC COMMENTS:** - Please limit to two minutes

**CONSENT AGENDA:**

- Consider January 2024 Per Diem for Mayor Asbridge  
[Mayor Per Diem - January 2024.pdf](#)

**UNFINISHED BUSINESS - VOTING SESSION:**

- Consider the Second Reading of Ordinance 704 Amending the Charter of the City of Flowery Branch Giving the Mayor Authority to Administer Oaths.  
[Ordinance 704 - Charter Amendment Mayoral Powers.pdf](#)
- Consider Second Reading of Ordinance 706 for a Annexation Request submitted by PR Land Investment.  
[01 Piedmont Residential Annexation App - 5170 Church St.pdf](#)  
[03 5170 Church st GIS map.pdf](#)  
[04 Church Street 3D Renderings 11.8.2023\(43636486.1\).pdf](#)  
[05 Letter to Hall County.pdf](#)  
[06 Church Street Site Rendering 11-14-2023.pdf](#)  
[Staff Report 5170 Church St.pdf](#)  
[Ordinance 706 – Annexation to Piedmont Residential at 5170 Church Street.pdf](#)
- Consider Second Reading of Ordinance 707 for a Rezoning Request submitted by PR Land Investment.  
[02 Piedmont Residential Rezoning App - 5170 Church st..pdf](#)  
[03 5170 Church st GIS map.pdf](#)  
[04 Church Street 3D Renderings 11.8.2023\(43636486.1\).pdf](#)  
[05 Letter to Hall County.pdf](#)  
[06 Church Street Site Rendering 11-14-2023.pdf](#)  
[Staff Report 5170 Church St.pdf](#)  
[Ordinance 707 – Rezoning to Piedmont Residential at 5170 Church Street.pdf](#)

**NEW BUSINESS - VOTING SESSION:**

- Consider an Agreement With Vector Solutions for Guardian Tracking Software  
[Executive Summary - Guardian Tracker Rev.pdf](#)  
[Flowery Branch Police Department Client Agreement 1\\_30\\_2024 \(1\).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 Second Reading of Ordinance 706 for a Annexation Request submitted by PR Land Investment.

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### HISTORY:

.

---

---

#### FACTS AND ISSUES:

annexation and rezoning of 10.73 +/- acres of the remaining unincorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001, from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development (TND). If annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001 from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development (TND) and construct 117 detached single -family homes.

---

---

#### OPTIONS:

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Work Session and Second Read and Vote

---

---

#### SAMPLE MOTION:

Work Session and second Read and Vote

---

---

#### COLLABORATING DEPARTMENT:

Planning

---

---

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### ATTACHMENTS



- 01 Piedmont Residential Annexation App - 5170 Church St.pdf
- 03 5170 Church st GIS map.pdf
- 04 Church Street 3D Renderings 11.8.2023(43636486.1).pdf
- 05 Letter to Hall County.pdf
- 06 Church Street Site Rendering 11-14-2023.pdf
- Staff Report 5170 Church St.pdf
- Ordinance 706 – Annexation to Piedmont Residential at 5170 Church Street.pdf



## ANNEXATION APPLICATION

**Date:** 10.20.2023

**Address of Request:**

5170 Church Street, 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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: 1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature:

Kirk R. Fjelstul - Smith, Gambrell, and Russell, LLP

Property owner information (if different than the applicant)

Property owner (please print): See attached Owner signature page

Signature of property owner: See attached Owner signature page



## ANNEXATION APPLICATION

**Date:** \_\_\_\_\_

**Address of Request:**

5170 Church St.  
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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: 1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: See attached Applicant signature page  
(Authorized Agent for PR Land Investments, LLC)

Property owner information (if different than the applicant)

Property owner (please print): Kathy S. Taylor

Signature of property owner: Kathy S. Taylor

**ANNEXATION APPLICATION****Date:** \_\_\_\_\_**Address of Request:**  
\_\_\_\_\_  
\_\_\_\_\_

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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLPAddress: \_\_\_\_\_  
1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309E-mail address: kfjelstul@sgrlaw.comPhone number: 404.815.3740Signature: \_\_\_\_\_  
(Authorized Agent for PR Land Investments, LLC)

Property owner information (if different than the applicant)

Property owner (please print): See attached Owner signature pageSignature of property owner: See attached Owner signature page



### Property Information

Tax Map Number: 08112 012001

Current Zoning: AR-III, R-1 and M-1 Total site area: 23.3 acres,  
Total Acres: Area being annexed: 10.73 acres

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

Proposed City of Flowery Branch Zoning: TND

Proposed City of Flowery Branch Character Area: Traditional Neighborhood

Current Use: Single-Family detached dwelling and accessory structures

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? No DRI 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  $\geq$  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

# Disclosures



### Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

### Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

N/A





### 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





### **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

---



### **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

---



### **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

---



### **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

---

# Legal Description

## Overall Acreage of Property

### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;

thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;

thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;

thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;

thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;

thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;

thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;

thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);

thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);

thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;

thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

## Portion of property to be Annexed

### Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.



# Survey

eFiled and eRecorded  
DATE: 03/23/2022  
TIME: 4:42 PM  
PLAT BOOK: 881  
PAGE: 341 - 341  
FILING FEES: \$10.00  
PART ID: 5248905967  
RECORDED BY: NB  
Charles Baker, C.S.C  
Halt County, GA

THE FOLLOWING GOVERNMENT  
BODIES HAVE APPROVED THIS MAP,  
PLAT, OR PLAN FOR FILING:  
HALL COUNTY, GEORGIA  
CITY OF FLOWERY BRANCH, GEORGIA  
SIGNED: *Shelly Lee*  
DATE: *March 23, 2022*

THE FOLLOWING GOVERNMENT  
BODIES HAVE APPROVED THIS MAP,  
PLAT, OR PLAN FOR FILING:  
HALL COUNTY, GEORGIA  
CITY OF FLOWERY BRANCH, GEORGIA  
SIGNED: *Shelly Lee*  
DATE: *March 23, 2022*

#### OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED  
TO HEREIN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT  
THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATES AND COUNTY TAXES ON  
OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

SIGNED: *Zachary Douglas Swansey*  
DATE: *2-10-2022*

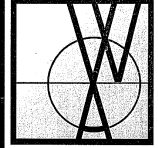
NAME: *Zachary Douglas Swansey*  
DATE: *2-10-2022*

#### OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED  
TO HEREIN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT  
THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATES AND COUNTY TAXES ON  
OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

SIGNED: *Shelly Lee*  
DATE: *2-10-2022*

NAME: *Shelly Lee*  
DATE: *2-10-2022*



**W&A Engineering**  
Civil Engineering • Landscape Architecture  
Traffic Engineering • Surveying  
Economic Development

355 Oneta Street, Suite D100  
Athens, GA 30606  
P: (706) 310-6000 • F: (706) 310-0411  
waeengineering.com

ALL DRAWINGS SHALL BE THE PROPERTY OF W&A ENGINEERING.  
THESE DRAWINGS ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF W&A ENGINEERING. ANY REPRODUCTION OR COPIING OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF W&A ENGINEERING IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

RECOMBINATION BOUNDARY SURVEY FOR:  
**ZACHARY DOUGLAS SWANSEY**  
2529 GANESVILLE STREET, FLOWERY BRANCH  
HALL COUNTY, GEORGIA - LAND LOT 112, 8TH DISTRICT

DATE: 09/22/2021

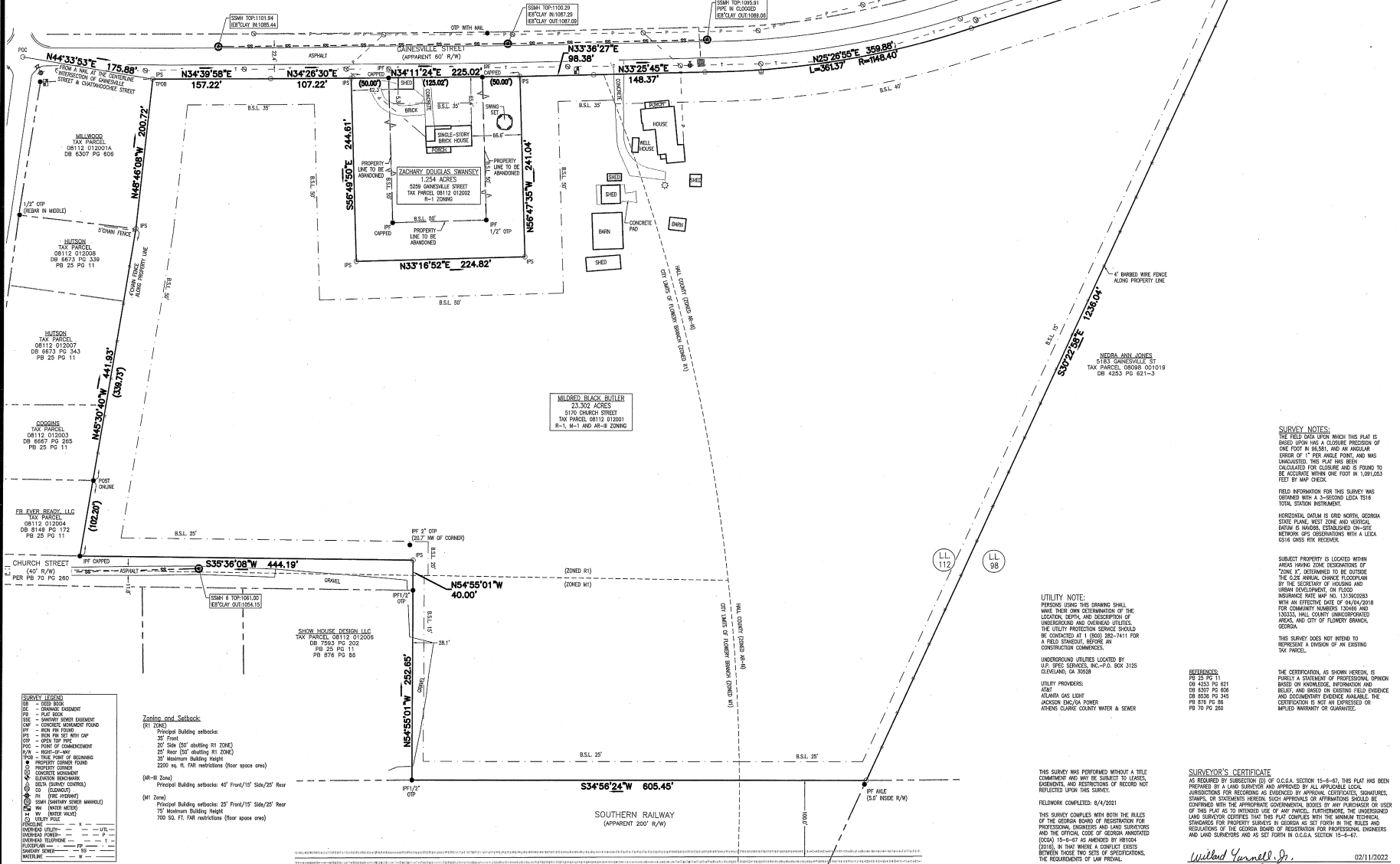
REVISION DATE:  
02/11/2022

DRAFTED BY: AC  
REVIEWED BY: TD



210362

0 30 60 120  
SCALE 1" = 60'



- SURVEY LEGEND**
- 1/2\"/>

**Zoning and Setback**

(R1) ZONE  
Principal Building setbacks:  
30' Front  
20' Side (50' dwelling R1 ZONE)  
20' Rear (50' dwelling R1 ZONE)  
35' Minimum Building Height  
2200 sq. ft. FAR restrictions (floor space area)

(R-8) Zone  
Principal Building setbacks: 40' Front/15' Side/25' Rear

(M1) Zone  
Principal Building setbacks: 25' Front/15' Side/25' Rear  
75' Maximum Building Height  
700 sq. ft. FAR restrictions (floor space area)

**UTILITY NOTE:**  
PERSONS USING THIS DRAWING SHALL  
HAVE THEIR OWN DETERMINATION OF THE  
LOCATION, DEPTH, AND DESCRIPTION OF  
UNDERGROUND AND OVERHEAD UTILITIES.  
THE UTILITY PROTECTION SERVICE SHOULD  
BE CONTACTED AT 1 (800) 382-7411 FOR  
A FIELD SURVEY BEFORE ANY  
CONSTRUCTION COMMENCES.

UNDERGROUND UTILITIES LOCATED BY  
U.P. SPEED SERVICES, INC.-P.O. BOX 3125  
CLEVELAND, GA 30308

UTILITY PROVIDERS:  
A&P  
ATLANTA GAS LIGHT  
HOUSTON GAS/SEA POWER  
ATHENS CLARKE COUNTY WATER & SEWER

**RECORDS:**  
DB 45 PG 11  
DB 45 PG 821  
DB 45 PG 506  
DB 45 PG 345  
DB 45 PG 345  
DB 45 PG 345

**SURVEYOR'S CERTIFICATE**  
AS REQUIRED BY SUBSECTION (3) OF O.C.G.A. SECTION 15-6-41, THIS PLAT HAS BEEN  
PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL  
JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES,  
STAMPS, OR SIGNATURES HEREON. SUCH APPROVALS OR APPROVING SHOULD BE  
CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER  
OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED  
LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL  
STANDARDS FOR PROFESSIONAL SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND  
REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS AND IS SET FORTH IN O.C.G.A. SECTION 15-6-41.

*William C. Tunnell, Jr.*  
WILLARD COY TUNNELL, JR., PLS3224

02/11/2022  
DATE

# Site Plan

[illegible]

|            |                |              |            |                 |
|------------|----------------|--------------|------------|-----------------|
| 12         | 7,768          | 53.06%       | 46.94%     | I               |
| OUTPARCELS |                |              |            |                 |
| Lot #      | Square Footage | % Open Space | % Coverage | *Variation Req. |
| 1          | 21,719         | 74.22%       | 25.78%     |                 |
| 2          | 22,399         | 85.84%       | 14.16%     |                 |
| 3          | 11,298         | 79.42%       | 20.58%     |                 |
| 4          | 14,031         | 42.84%       | 57.16%     | I               |

\*LOT VARIANCE REQUESTS  
L = LOT REDUCTION  
I = IMPERIOUS INCREASE

W84 PROJECT # 220442

CONCEPT B

CP01

CF01

# Letter of Intent

**STATEMENT OF INTENT**  
**IMPACT ANALYSIS**

and

Other Material Required by  
The City of Flowery Branch, Georgia Zoning Code  
for the Annexation and Rezoning Application

of

**PIEDMONT RESIDENTIAL, LLC**

Application

Total area to be Rezoned to Traditional Neighborhood Design (TND): ± 23.3 Acres

Consisting of

Flowery Branch portion: 9.93 Acres zoned R-1 and 2.64 Acres zoned M-1

Hall County portion: 10.73 Acres zoned AR-3 and proposed for annexation

Parcel ID 08112 012001

Located along Gainesville Street

Submitted for Applicant by:

Kirk Fjelstul  
Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

## **I. INTRODUCTION**

This application seeks to rezone ±23.3 acres of land (“Property”) to a Traditional Neighborhood Development (TND) classification. The Property is “split zoned” into three zoning classifications and a portion of the Property is in unincorporated Hall County. 12.57 acres of the are in the City of Flowery Branch, of which 9.93 acres to the northwest are zoned R-1 and 2.64 acres to the southwest are zoned M-1.

The portion of the Property that is in unincorporated Hall County is the subject of the annexation application. It consists of 10.73 acres, is zoned AR-3 under the County’s ordinance and generally is the east side of the Property. It is virtually an unincorporated island, entirely surrounded by the City to the north (fronting Gainesville St.), west, and east. A small segment of the southern boundary connects to the rest of the unincorporated County through a thin sliver along the railroad.

The proposed development as shown on the site plan (“Development”) consists of up to 117 single family homes at an overall density of 5 units/acre, with amenities such as a pickleball court, dog park, and passive park. Consistent with the proposed TND zoning, the Development incorporates smaller lots with the homes located close to the street, and rear entry garages that are accessed through the use of alleys. The 5 units/acre density is well below the 6.5 units/acre maximum.

It should be noted that while the Development is consistent with both the zoning and the Character Area classification in the Comprehensive Plan, there are differences from the TND that are the result of feedback from the City, rather than the original design of the site plan. Those differences largely stem from a desire for curvilinear streets instead of block faces. The curvilinear streets result in differences from some of TND design standards and also require variances. Staff

is aware and advised the Applicant to identify variances with a chart on the site plan.

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent zone along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with TN.

The design principals for the TN Character Area emphasize little, if any, building setbacks and the principles call for porches, rear-entry garages, and smaller lots with higher density. Land uses in the TN Character Area include single-family detached dwellings and the only compatible zoning is TND. As a result, the Development and the proposed zoning are both consistent with the Comprehensive Plan.

This document is submitted as an analysis of the standards in the City's ordinance for rezonings. It also includes the statements required to preserve constitutional rights.

## **II. ANALYSIS OF ZONING STANDARDS**

### **A.**

#### **WHETHER THE PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.**

Piedmont ("Applicant") seeks to develop the Property for 117 detached single family



homes (approx. 5 units/acre). The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

## **B.**

### **WHETHER THE PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.**

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well

below the maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.

**C.**

**WHETHER THE PROPERTY TO BE AFFECTED BY THE PROPOSAL CAN BE USED IN ACCORDANCE WITH THE EXISTING REGULATIONS AND HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.**

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**D.**

**WHETHER THE PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.**

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**E.**

**WHETHER THE PROPOSAL IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN INCLUDING BUT NOT LIMITED TO THE CHARACTER AREA MAP AND FUTURE LAND USE PLAN MAP.**

The Property is in a TN Character Area designation in the Comprehensive Plan and the

TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**F.  
WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS  
AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE  
SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE  
PROPOSAL.**

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

**G.**  
**EXISTING USE(S) AND ZONING OF THE SUBJECT PROPERTY AND NEARBY PROPERTIES.**

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to intown residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

**H.**  
**EXISTING VALUE OF THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION, THE EXTENT TO WHICH THE PROPERTY VALUE OF THE SUBJECT PROPERTY IS DIMINISHED BY THE EXISTING ZONING DISTRICT, AND THE VALUE OF THE PROPERTY UNDER THE PROPOSED ZONING DISTRICT; IF SUCH INFORMATION IS PROVIDED BY THE APPLICANT OR CAN BE DISCERNED. THIS CONSIDERATION MAY INCLUDE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT OR UNUSED AS CURRENTLY ZONED AND EFFORTS TAKEN BY THE PROPERTY OWNER(S) TO USE THE PROPERTY OR SELL THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION.**

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds

and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

**I.  
WHETHER A PROPOSED ZONING MAP AMENDMENT OR CONDITIONAL USE  
APPROVAL WILL BE A DETERRENT TO THE VALUE OR IMPROVEMENT OF  
DEVELOPMENT OF ADJACENT PROPERTY IN ACCORDANCE WITH EXISTING  
REGULATIONS.**

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**J.  
THE POSSIBLE CREATION OF AN ISOLATED ZONING DISTRICT UNRELATED  
TO ADJACENT AND NEARBY DISTRICTS.**

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

**K.**  
**POSSIBLE EFFECTS OF THE CHANGE IN ZONING DISTRICT MAP, OR CHANGE  
IN USE, ON THE CHARACTER OF A ZONING DISTRICT.**

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**L.**  
**THE POSSIBLE IMPACT ON THE ENVIRONMENT, INCLUDING BUT NOT  
LIMITED TO, DRAINAGE, SOIL EROSION AND SEDIMENTATION, FLOODING,  
AIR QUALITY AND WATER QUALITY.**

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

**M.**  
**THE RELATION THAT THE PROPOSED MAP AMENDMENT OR CONDITIONAL  
USE BEARS TO THE PURPOSE OF THE OVERALL ZONING SCHEME AND THE  
PURPOSES OF THIS ZONING ORDINANCE.**

The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near

the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

### **III. NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

The Applicant respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the City of Flowery Branch County Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that not approving the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of

Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

#### **IV. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that the proposed rezoning and annexation be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City.

This 20th day of October, 2023.

Respectfully submitted,



---

Kirk Fjelstul  
Attorney for Applicant

Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500



# Adjoining Property Owners

Search Results

19 Results

☐ Show Property Photos

| Parcel ID                     | Owner                                     |         | Property Address      | Map                 |
|-------------------------------|-------------------------------------------|---------|-----------------------|---------------------|
| <a href="#">08098 001019</a>  | NEDRA ANN JONES                           | 1       | 5183 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012001</a>  | MILDRED BLACK BUTLER                      | Subject | 5170 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012001A</a> | LINDA D MILLWOOD BAUGH D. LINDA           |         | 5285 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012002</a>  | ZACHARY DOUGLAS SWANSEY                   | 2       | 5259 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012003</a>  | VARCHI INNOVATIONS LLC                    | 3       | 5210 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012004</a>  | FB EVER READY, LLC                        | 4       | 5204 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012005</a>  | DOWNTOWN HOMES 2, LLC                     | 5       | 5185 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012006</a>  | FLOWERY BRANCH MINI STORAGE SVCS, LLC     | 6       | 5175 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012007</a>  | MICHAEL PRENTISS PRENTISS AMANDA MARIE    | 7       | 5216 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012008</a>  | CHATAHOOCHEE HOMES LLC                    | 8       | 5224 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 027030</a>  | BRENDA K STOUGH HANNA JEFFERY L           | 9       | 5280 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027031</a>  | ARNOLD WRIGHT                             | 10      | 5270 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027032</a>  | JOSEPH D ROARK                            | 11      | 5260 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027033</a>  | JOE DAVIDSON ROARK                        | 12      | 5254 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027034</a>  | RUSSEL MORGAN HUDGENS HUDGENS HEATHER ANN | 13      | 5248 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027035</a>  | REBECCA TRACY BAGWELL                     | 14      | 5234 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036</a>  | REBECCA TRACY BAGWELL                     | 15      | 5220 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036A</a> | W J COFER COFER MONTEZ B                  | 16      | 5206 GAINESVILLE ST   | <a href="#">Map</a> |
|                               |                                           | 17      |                       |                     |



Developed by  
 Schneider  
GEOSPATIAL

# Property Owner Inspection Authorization

Inspection Authorization

Mildred Black Butler  
106 Robertson Ct., NW  
Dawsonville, GA 30534

08112 012001 (5170 Church Street)

I, Kathy Taylor, administrator of the estate of Mildred Black Butler, hereby affirm that I solely own the above-referenced tax parcel. I also acknowledge that I am aware of the rezoning and annexation requests filed by PR Land Investments, LLC (c/o Kirk R. Fjelstul) related to the referenced property and consent to same. Please allow this document to serve as my authorization of the City of Flowery Branch staff and/or City Council to inspect the subject property.

Kathy S. Taylor

Kathy S. Taylor

Date: Oct. 14-2023

Sworn to and subscribed before me  
this 14 day of October, 2023

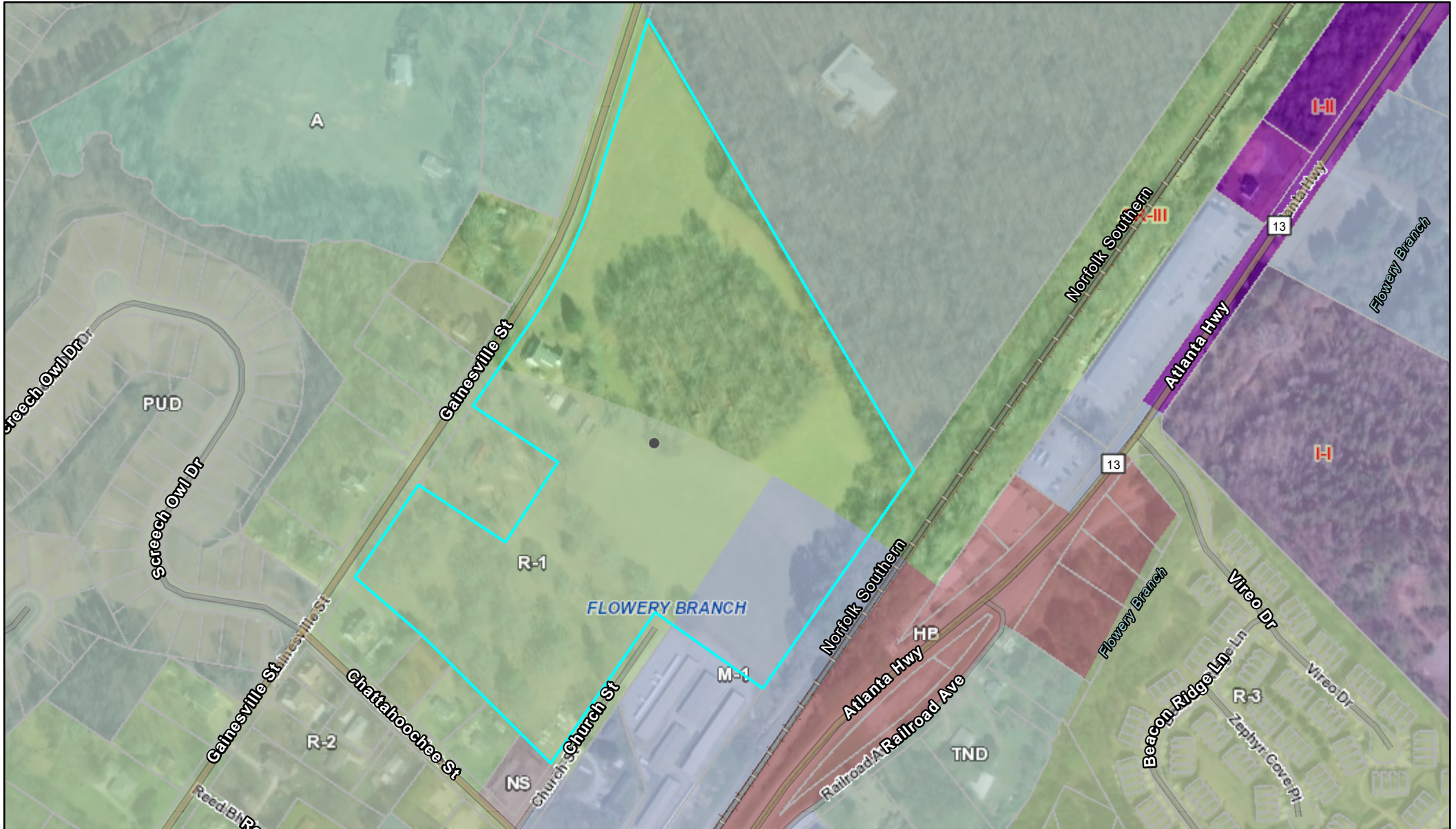
Vipul Gupta  
NOTARY PUBLIC

Commission Exp 02-02-2027



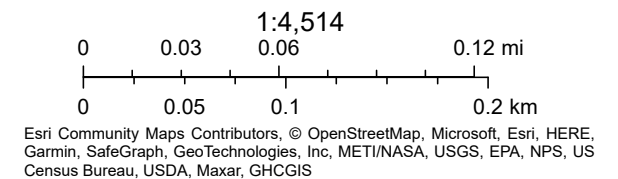


# ArcGIS Web Map



10/26/2023, 11:53:13 AM

|                       |            |                              |           |              |             |                    |            |              |                       |                           |
|-----------------------|------------|------------------------------|-----------|--------------|-------------|--------------------|------------|--------------|-----------------------|---------------------------|
| <b>Oakwood Zoning</b> | <b>PID</b> | <b>Flowery Branch Zoning</b> | <b>NS</b> | <b>AR-IV</b> | <b>PCFD</b> | <b>R-MF</b>        | <b>L-I</b> | <b>R-I-A</b> | <b>FLOWERY BRANCH</b> | <b>Arterial-Collector</b> |
| A-1                   | POD        | A                            | PUD       | H-B          | PID         | R-TF               | N-B        | R-II         | GAINESVILLE           | Interstate                |
| C-1                   | PRD        | CBD                          | R-1       | I-I          | POD         | S-S                | N-C        | R-O          | GILLSVILLE            | Railway                   |
| C-2                   | R-1        | HB                           | R-2       | I-II         | PRD         | V-C                | O-I        |              | LULA                  | Parcel Boundary           |
| M-1                   | R-2        | INST                         | R-3       | MHP          | R-I         | Gainesville Zoning | PUD        |              | OAKWOOD               |                           |
| M-2                   | R-3        | M-1                          | TND       | O-I          | R-I-L       | C-B                | R-B        | BRASELTON    | RESTHAVEN             |                           |
| O-P                   | R-4        | M-2                          | PCD       | R-II         | H-I         | G-B                | R-I        | BUFORD       | CLERMONT              | Roads                     |
| PCD                   |            | MHP                          | AR-III    |              |             |                    |            |              |                       | Local                     |





# Church Street

Gainesville Street View  
Flowery Branch, GA







Church Street

Gainesville Street View  
Flowery Branch, GA

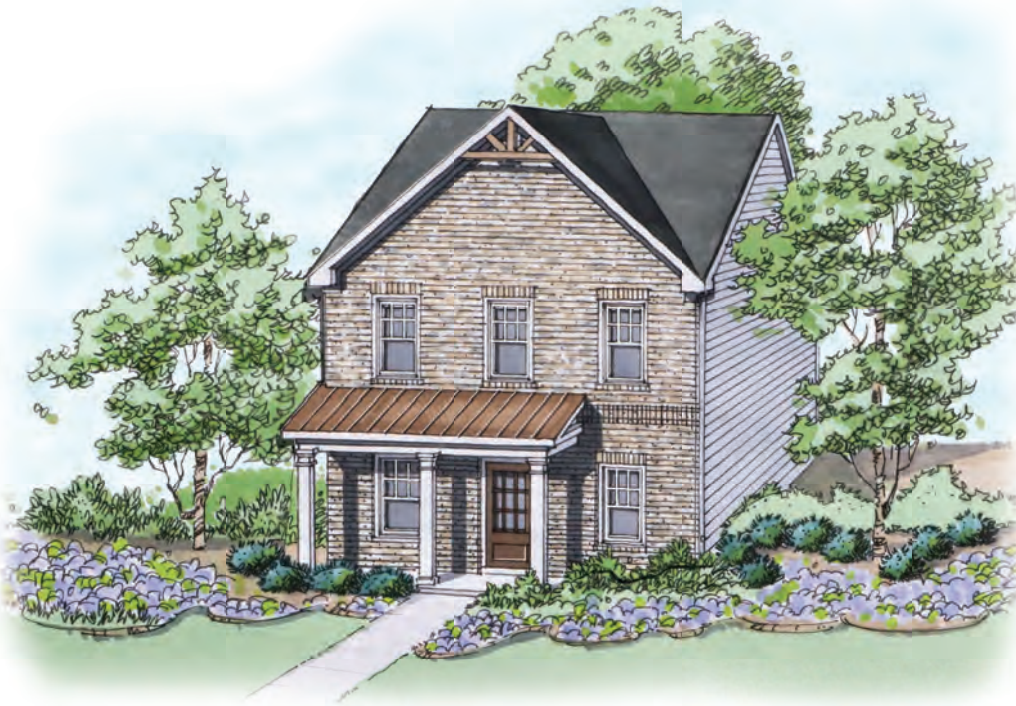


# Church Street

Gainesville Street View  
Flowery Branch, GA







FRONT ELEVATION

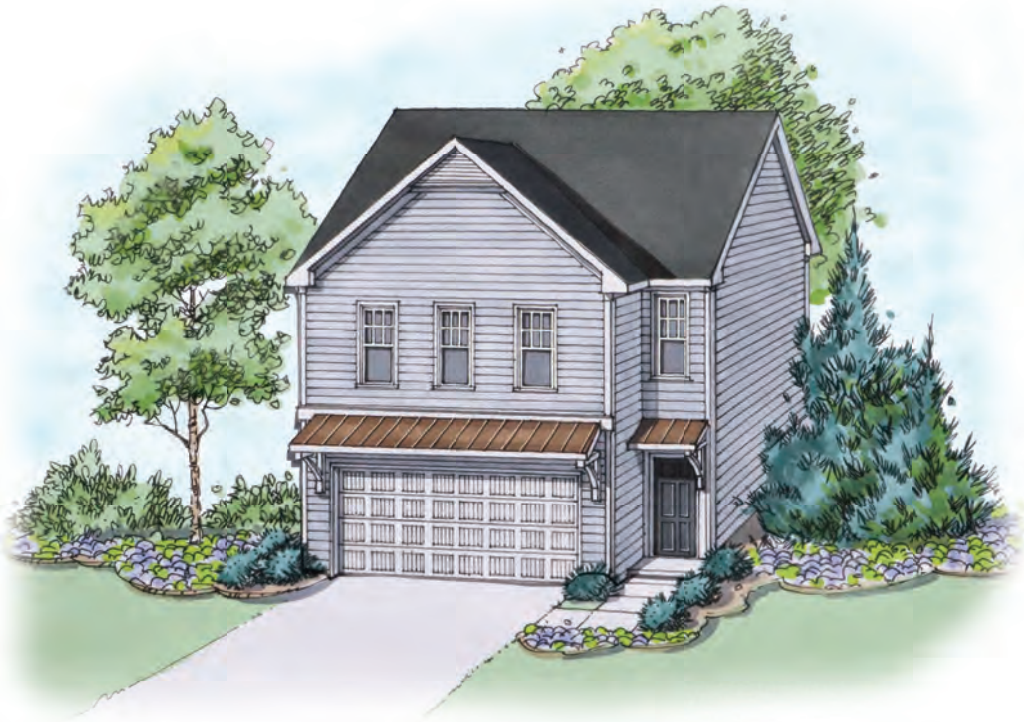


REAR ELEVATION

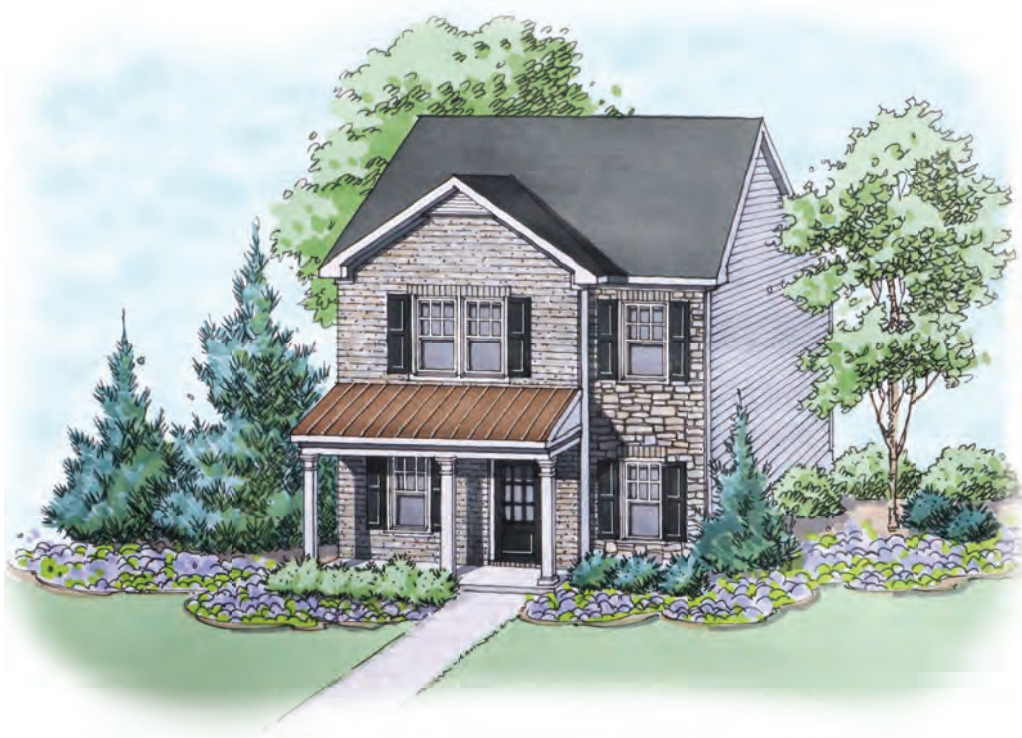




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



Brookfield - A





FRONT ELEVATION



REAR ELEVATION

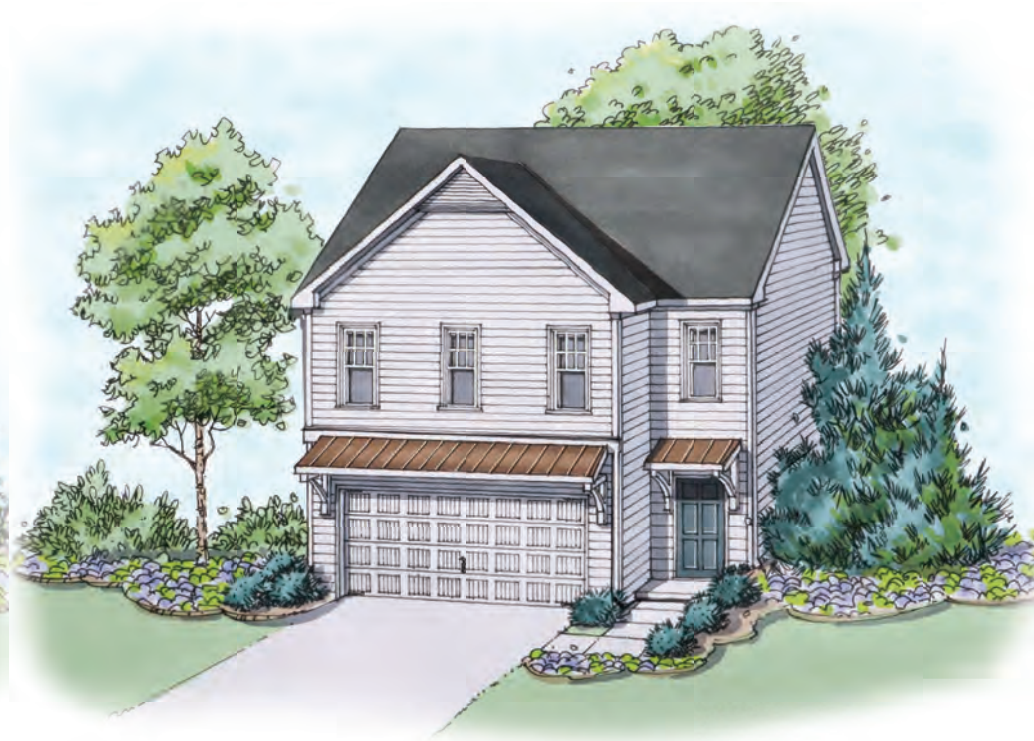


Brookfield - B





FRONT ELEVATION



REAR ELEVATION



Sedona - A





FRONT ELEVATION



REAR ELEVATION



October 27, 2023

Hall County Board of Commissioners  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
c/o Jennifer Rivera, Commission Clerk

**Re: Notification of Intent to Annex and Rezone Land Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) business days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be annexed and rezoned is shown on the enclosed map and is described as follows:  
5170 Church Street, tax parcel identification number 08112 012001.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.



Hall County Board of Commissioners  
Annexation and Rezoning of 5704 Jim Crow Road  
October 27, 2023  
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be annexed as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, December 7, 2023, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

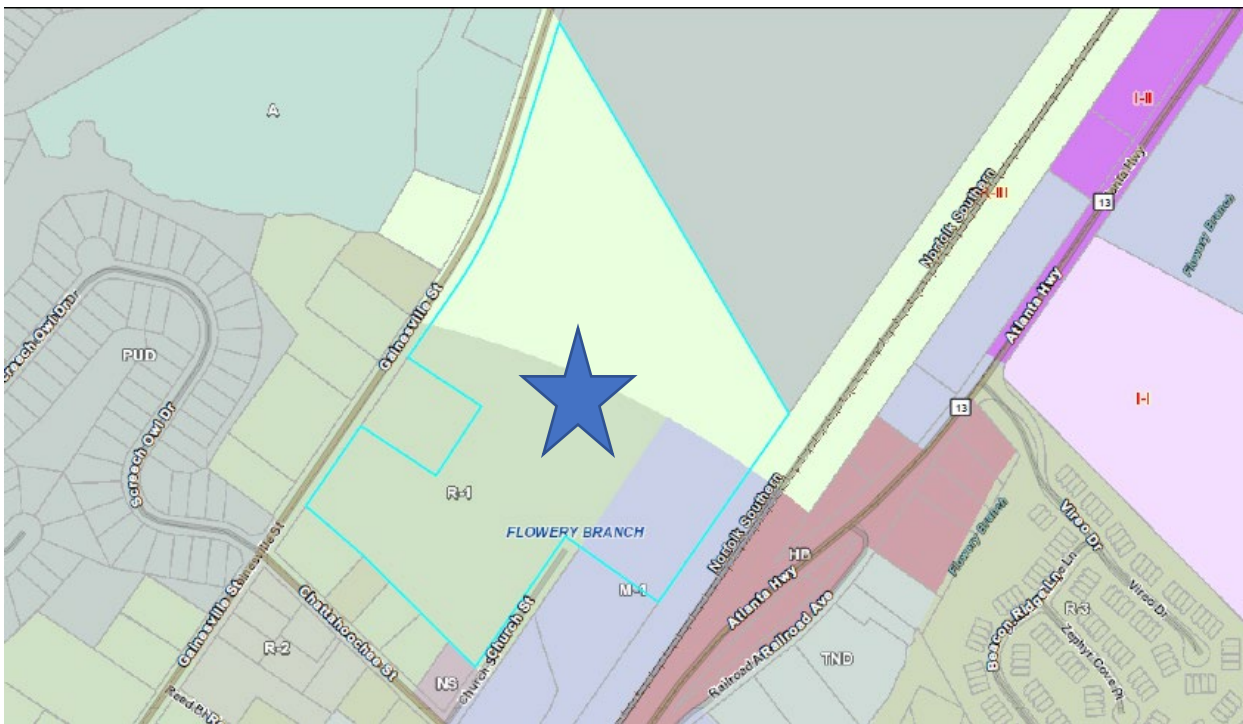
*Richard JE Atkinson*

Director of Planning and Community Development  
City of Flowery Branch  
[Rich@flowerybranchga.org](mailto:Rich@flowerybranchga.org)

RA/

Enclosures: Site Map of Property to Annexed and Rezoned  
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney  
Randi Doveton, Director of Planning and Development





# Church Street

Community Site Map  
Flowery Branch, GA







**Staff Report  
5170 Church St  
Annexation & Rezoning Request  
Ordinances**

**Request**

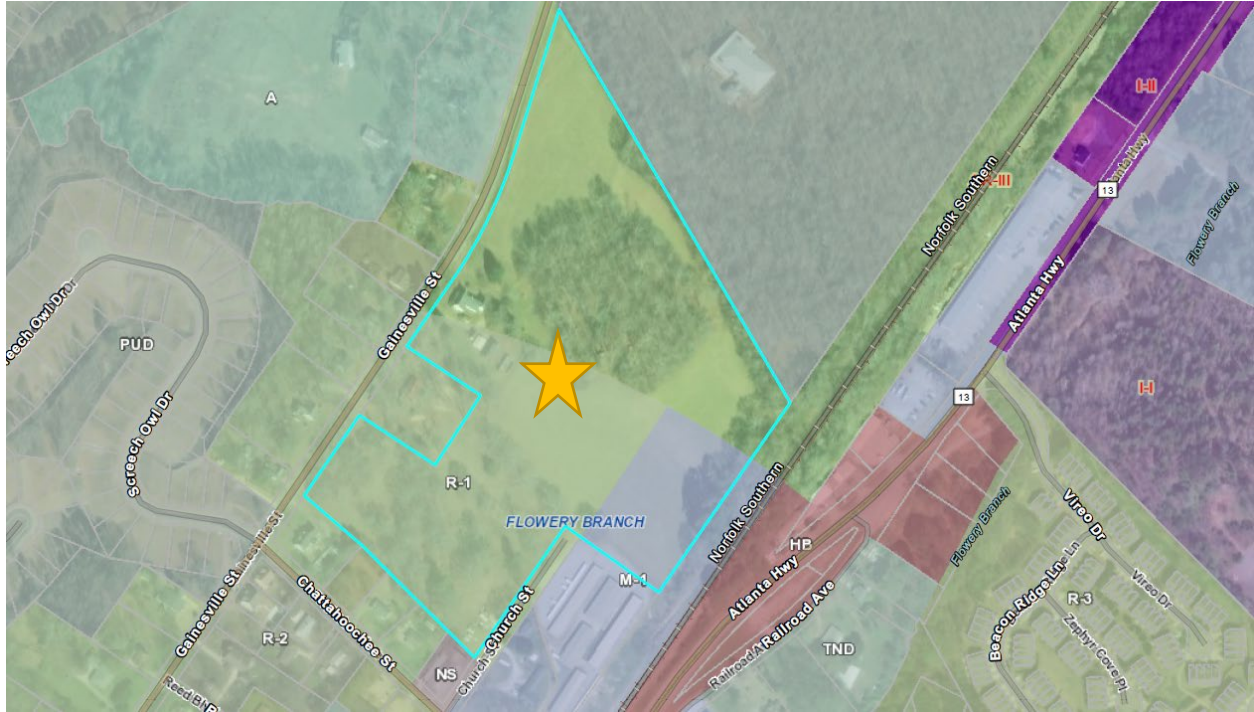
Currently, 5170 Church Street is a 23.3 +/- -acre tract of land that is partially in Hall County and partially within the city-limits of Flowery Branch. The applicant wishes to annex and subsequently rezone the 10.73 +/- acres of the unincorporated portion of the parcel from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development District (TND). If the 10.73 +/- portion of the parcel is annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land be rezoned from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development District (TND). This would result in the entire 23.3 +/- acres of tax parcel 08112 0120001, also known as 5170 Church Street, to lie within the city-limits of Flowery Branch and be zoned Traditional Neighborhood Development District (TND) The applicant wishes to construct a 117 detached single -family homes subdivision. The request includes the following concurrent variance requests:

The reduction of a portion of sidewalk widths from 8 feet to 5 feet.

The increase of impervious allowances as indicated on the accompanying chart.

The decrease of lot area as indicated on the accompanying chart.

13 lots on cul-de-sac will have front entries.









1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL COUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3 = 151 \text{ UNITS})$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENITIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.



| BLOCK A |                |        |           |                |
|---------|----------------|--------|-----------|----------------|
| Lot #   | Square Footage | % Open | % Coverag | *Variance Req. |
| 1       | 5,023          | 49.40% | 50.60%    | L,I            |
| 2       | 5,020          | 36.28% | 63.72%    | L,I            |
| 3       | 5,003          | 38.07% | 61.93%    | L,I            |
| 4       | 5,019          | 44.81% | 55.19%    | L,I            |
| 5       | 5,618          | 37.25% | 62.75%    | L,I            |
| 6       | 6,908          | 39.82% | 60.18%    | I              |
| 7       | 7,995          | 59.96% | 40.04%    | I              |
| 8       | 8,169          | 61.90% | 38.10%    | I              |
| 9       | 6,713          | 56.82% | 43.18%    | I              |
| 10      | 8,216          | 81.69% | 18.31%    | I              |
| 11      | 7,929          | 80.15% | 19.85%    | I              |
| 12      | 12,273         | 89.26% | 10.74%    | I              |
| 13      | 7,513          | 64.54% | 35.46%    | I              |
| 14      | 6,207          | 49.82% | 50.18%    | L,I            |
| 15      | 7,531          | 50.41% | 49.59%    | I              |
| 16      | 6,895          | 51.47% | 48.53%    | I              |
| 17      | 7,034          | 51.76% | 48.24%    | I              |
| 18      | 5,027          | 43.58% | 56.42%    | L,I            |
| 19      | 6,425          | 46.22% | 53.78%    | L,I            |
| 20      | 7,719          | 58.74% | 41.26%    | I              |
| 21      | 6,256          | 41.07% | 58.93%    | L,I            |
| 22      | 6,726          | 48.87% | 51.13%    | I              |
| 23      | 5,992          | 44.13% | 55.87%    | L,I            |
| 24      | 7,592          | 57.93% | 42.07%    | I              |
| 25      | 6,194          | 46.67% | 53.33%    | L,I            |
| 26      | 5,000          | 44.27% | 55.73%    | L,I            |
| 27      | 5,001          | 39.56% | 60.44%    | L,I            |
| 28      | 6,898          | 49.11% | 50.89%    | I              |
| 29      | 6,397          | 47.98% | 52.02%    | L,I            |
| 30      | 6,397          | 50.64% | 49.36%    | L,I            |
| 31      | 7,094          | 49.47% | 50.53%    | I              |
| 32      | 6,397          | 47.56% | 52.44%    | L,I            |
| 33      | 5,751          | 48.96% | 51.04%    | L,I            |
| 34      | 5,025          | 39.97% | 60.03%    | L,I            |
| 35      | 5,025          | 39.97% | 60.03%    | L,I            |
| 36      | 5,025          | 44.53% | 55.47%    | L,I            |
| 37      | 5,025          | 40.10% | 59.90%    | L,I            |
| 38      | 5,481          | 42.66% | 57.34%    | L,I            |
| 39      | 8,319          | 46.37% | 53.63%    | I              |

| BLOCK A |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 40      | 9,746          | 54.78%       | 45.22%    |                |
| 41      | 6,951          | 57.10%       | 42.90%    |                |
| 42      | 6,384          | 59.07%       | 40.93%    | L,I            |
| 43      | 5,276          | 52.91%       | 47.09%    | L,I            |
| 44      | 5,202          | 46.50%       | 53.50%    | L,I            |
| 45      | 6,885          | 58.35%       | 41.65%    | I              |
| 46      | 7,201          | 74.73%       | 25.27%    |                |
| 47      | 5,503          | 71.49%       | 28.51%    | L,I            |
| 48      | 6,009          | 78.26%       | 21.74%    | L,I            |
| 49      | 7,126          | 81.47%       | 18.53%    |                |
| 50      | 16,408         | 92.12%       | 7.88%     |                |
| 51      | 24,261         | 94.66%       | 5.34%     |                |
| 52      | 8,860          | 85.41%       | 14.59%    |                |
| 53      | 6,786          | 81.02%       | 18.98%    |                |
| 54      | 8,721          | 84.95%       | 15.05%    |                |
| 55      | 9,100          | 74.02%       | 25.98%    |                |
| 56      | 6,325          | 32.22%       | 67.78%    | L,I            |
| 57      | 6,671          | 50.64%       | 49.36%    | L,I            |
| 58      | 6,882          | 54.48%       | 45.52%    | I              |
| 59      | 5,632          | 49.67%       | 50.33%    | L,I            |
| 60      | 5,612          | 50.90%       | 49.10%    | L,I            |
| 61      | 5,629          | 48.00%       | 52.00%    | L,I            |
| 62      | 5,585          | 51.72%       | 48.28%    | L,I            |
| 63      | 7,250          | 64.77%       | 35.23%    | I              |
| 64      | 5,347          | 50.54%       | 49.46%    | L,I            |
| 65      | 5,628          | 52.14%       | 47.86%    | L,I            |
| 66      | 5,925          | 50.11%       | 49.89%    | L,I            |
| 67      | 5,025          | 48.29%       | 51.71%    | L,I            |
| 68      | 5,191          | 43.11%       | 56.89%    | L,I            |
| 69      | 5,534          | 47.27%       | 52.73%    | L,I            |
| 70      | 6,068          | 45.02%       | 54.98%    | L,I            |
| 71      | 9,905          | 46.97%       | 53.03%    | I              |
| 72      | 5,805          | 49.38%       | 50.62%    | L,I            |
| 73      | 5,160          | 47.30%       | 52.70%    | L,I            |
| 74      | 5,862          | 48.29%       | 51.71%    | L,I            |
| 75      | 5,450          | 49.62%       | 50.38%    | L,I            |
| 76      | 5,450          | 45.55%       | 54.45%    | L,I            |
| 77      | 6,760          | 59.30%       | 40.70%    | I              |



| BLOCK B |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,089          | 50.05%       | 49.95%    | L,I            |
| 2       | 5,001          | 42.50%       | 57.50%    | L,I            |
| 3       | 5,041          | 43.40%       | 56.60%    | L,I            |
| 4       | 5,084          | 48.16%       | 51.84%    | L,I            |
| 5       | 5,657          | 29.95%       | 70.05%    | L,I            |
| 6       | 5,317          | 44.04%       | 55.96%    | L,I            |
| 7       | 5,146          | 51.35%       | 48.65%    | L,I            |
| 8       | 5,334          | 58.88%       | 41.12%    | L,I            |
| 9       | 5,621          | 58.52%       | 41.48%    | L,I            |
| 10      | 5,791          | 59.35%       | 40.65%    | L,I            |
| 11      | 5,752          | 58.92%       | 41.08%    | L,I            |
| 12      | 5,903          | 58.65%       | 41.35%    | L,I            |
| 13      | 6,558          | 62.93%       | 37.07%    | L,I            |
| 14      | 9,140          | 71.29%       | 28.71%    |                |
| 15      | 9,085          | 68.76%       | 31.24%    |                |
| 16      | 7,438          | 59.92%       | 40.08%    | I              |
| 17      | 9,120          | 60.83%       | 39.17%    | I              |
| 18      | 5,999          | 40.78%       | 59.22%    | L,I            |
| 19      | 5,938          | 39.81%       | 60.19%    | L,I            |
| 20      | 5,877          | 41.07%       | 58.93%    | L,I            |
| 21      | 7,585          | 57.93%       | 42.07%    | I              |
| 22      | 7,538          | 54.25%       | 45.75%    | I              |
| 23      | 7,540          | 57.17%       | 42.83%    | I              |
| 24      | 10,377         | 49.60%       | 50.40%    | I              |
| 25      | 7,231          | 58.73%       | 41.27%    | I              |
| 26      | 5,045          | 47.54%       | 52.46%    | L,I            |
| 27      | 5,037          | 43.29%       | 56.71%    | L,I            |
| 28      | 5,389          | 51.51%       | 48.49%    | L,I            |

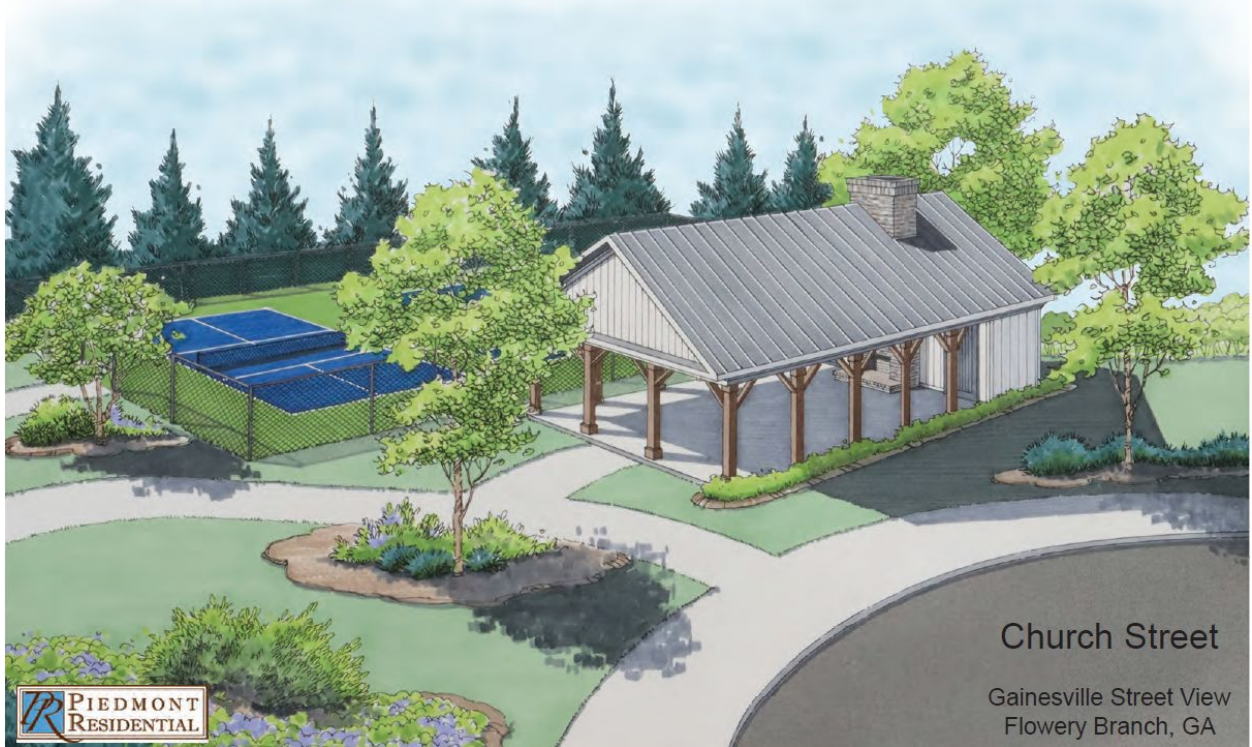
| BLOCK C |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,221          | 49.53%       | 50.47%    | L,I            |
| 2       | 5,058          | 45.03%       | 54.97%    | L,I            |
| 3       | 5,238          | 47.35%       | 52.65%    | L,I            |
| 4       | 5,155          | 58.90%       | 41.10%    | L,I            |
| 5       | 5,287          | 55.50%       | 44.50%    | L,I            |
| 6       | 5,134          | 35.66%       | 64.34%    | L,I            |
| 7       | 5,134          | 39.00%       | 61.00%    | L,I            |
| 8       | 5,199          | 52.41%       | 47.59%    | L,I            |
| 9       | 5,691          | 51.22%       | 48.78%    | L,I            |
| 10      | 5,648          | 50.52%       | 49.48%    | L,I            |
| 11      | 6,493          | 52.15%       | 47.85%    | L,I            |
| 12      | 7,768          | 53.06%       | 46.94%    | I              |

| OUTPARCELS |                |              |           |                |
|------------|----------------|--------------|-----------|----------------|
| Lot #      | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1          | 21,719         | 74.22%       | 25.78%    |                |
| 2          | 22,399         | 85.84%       | 14.16%    |                |
| 3          | 11,298         | 79.42%       | 20.58%    |                |
| 4          | 14,031         | 42.84%       | 57.16%    | I              |

\*LOT VARIANCE REQUESTS  
 L = LOT REDUCTION  
 I = IMPERVIOUS INCREASE

Renderings:





Church Street  
Gainesville Street View  
Flowery Branch, GA



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

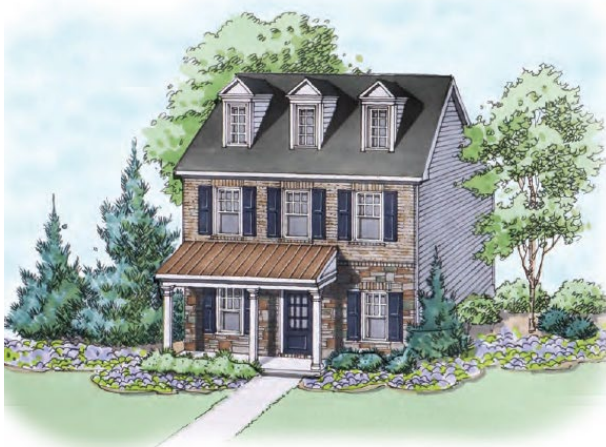




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

### **Proposed Schedule**

December 7, 2023 – Public Hearing  
December 21, 2023 - Work Session (if requested)  
January 4, 2023 – First Read and First Vote  
January 18, 2023 – Work Session (if requested)  
February 1, 2023- Second Read and Final Vote





## **Comprehensive Plan**



---

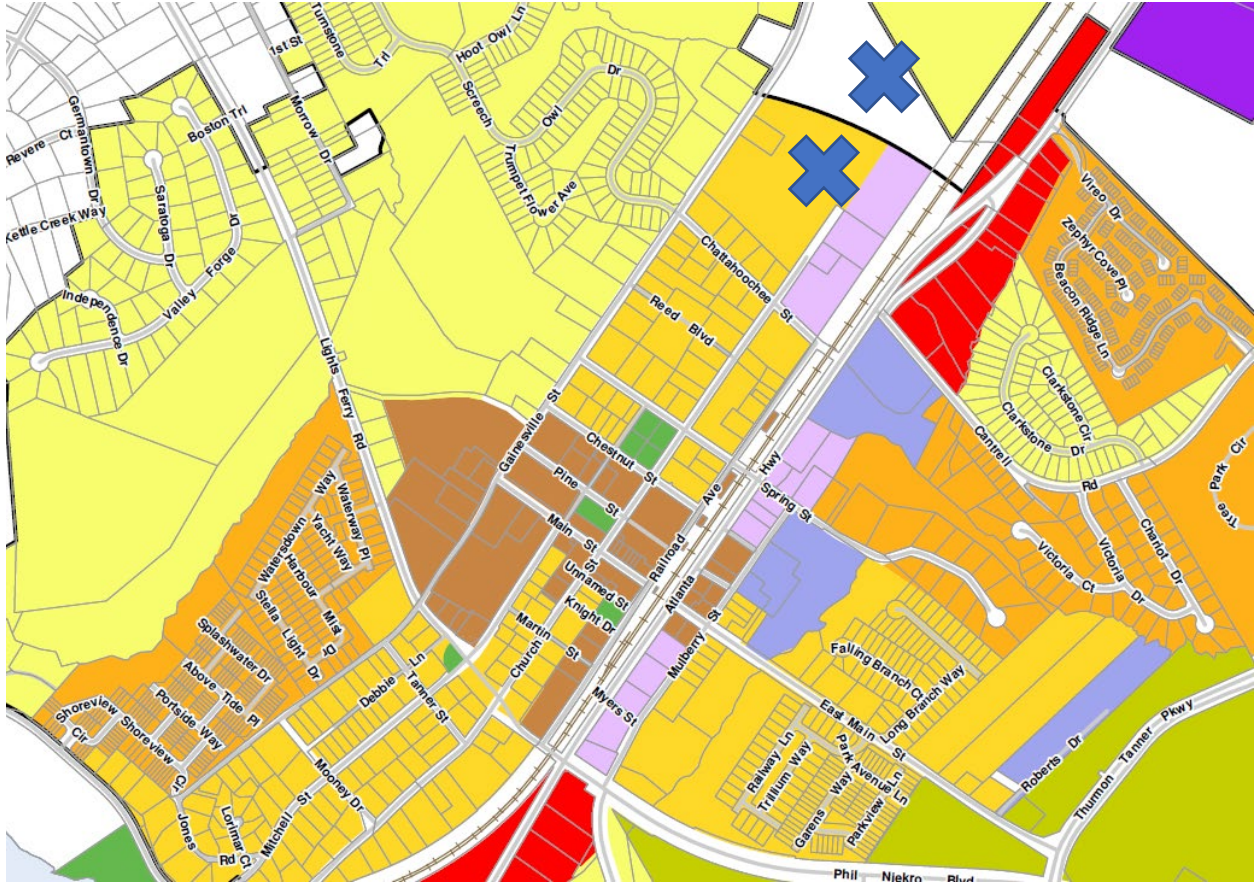
## Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City's policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

---



Traditional Neighborhood



## Traditional Neighborhood

The Traditional Neighborhood character area includes the in-town residential areas around the downtown core of Old Town.

### *Vision*

Maintain the character and development pattern of the originally settled neighborhoods of Flowery Branch, with sensitive residential in-fill development and careful improvements where required including new sidewalks, street trees, and other pedestrian-friendly streetscape features.

### *Design Principles*

- Little if any building setbacks from city streets
- Rectangular or square blocks and lots, and block lengths should not exceed 800 feet without intervening (mid-block) pedestrian footpaths
- Narrow streets in a grid-like pattern with shade trees
- Building facades emphasize porches
- Rear entry garage or detached rear garage, with the exception that a garage may be recessed behind the front façade if off-street parking must be directly accessed from the street and directly facing the street
- Wide sidewalks
- Smaller lots/higher density than Suburban Residential
- Provision of public greens or common areas when new neighborhoods are created
- Design review required for compatibility with existing residences

### *Land Uses*

- Primarily single-family detached dwellings
- Townhouses may be allowed
- Greens, plazas, and pocket parks incorporated into development plans

### *Zoning*

- TND, Traditional Neighborhood Development

### *Illustrative Photos*



The proposed development meets the intent of the Comprehensive Plan. The size and scope of the proposed project would blend in with the surrounding area as it is residential in nature.





## **Analysis**

### Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

#### Applicant comment

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD. It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

**Yes, a residential use is appropriate for this site and the surrounding area.**

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

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TND Character Area designation for this Property, and the Development density of 5 units/acre is well below the



maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.

**The development will not adversely affect the area.**

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

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**The current zoning may not be feasible for the growing economy need.**

- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**It is staff's opinion that the use will not create any unnecessary burdens.**

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

The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**The adjoining area is called by future land use map as "Traditional Neighborhood" character area. This project which is proposed to rezone as TND will meet the general intent of the comprehensive plan.**

- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't



be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

*Not to staff's knowledge, no.*

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

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential areas and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

*Currently vacant, the proposed use will fit in with the surrounding residential uses.*

- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

*In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. By accommodating more residents, it will boost local economic development.*

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area





designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and will have a positive impact on the housing mix by providing age restricted housing.

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

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

Agree

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

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.

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

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.



- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

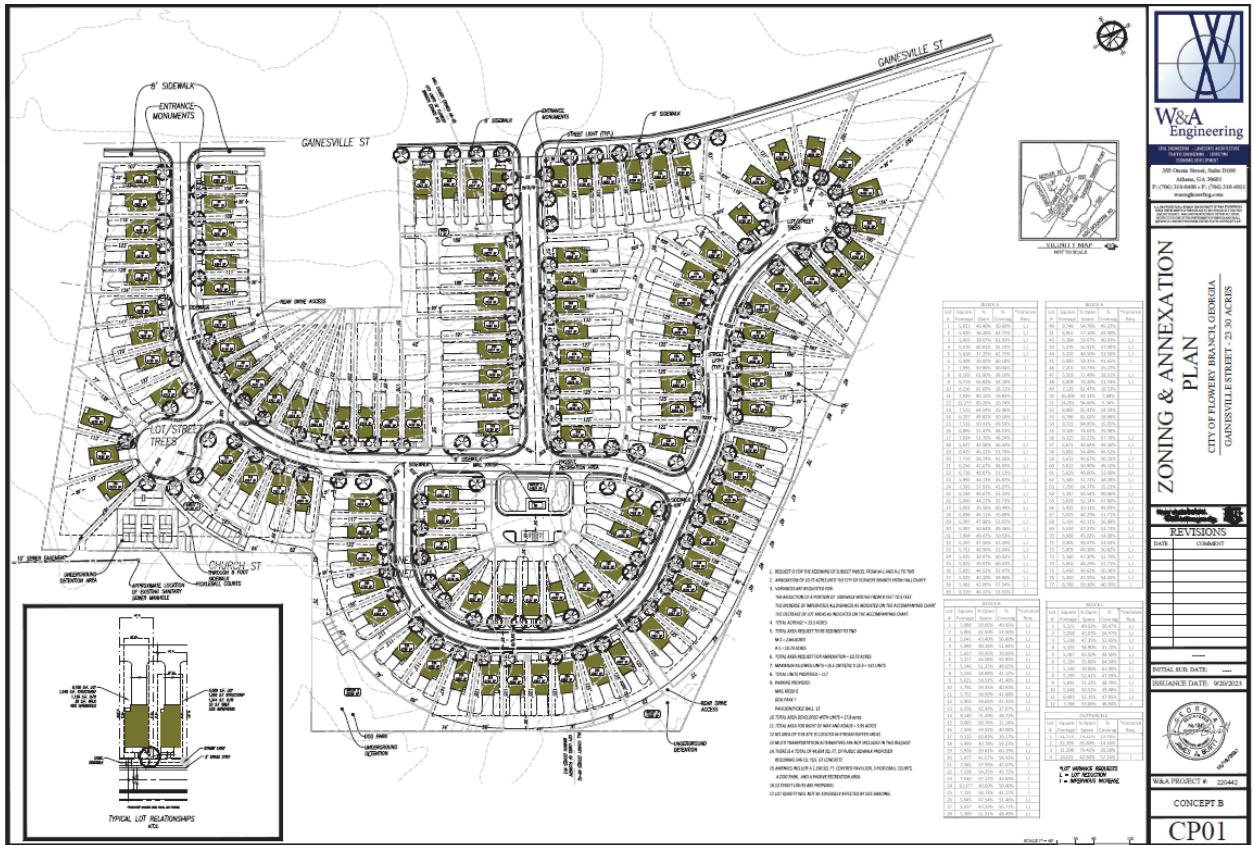
The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.

### **Recommendation**

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan as shown below:



2. Project shall not exceed 117 single-family homes.
3. Landscaping
  - A. Typical lot landscaping design: identify type and size of trees and bushes.
  - B. Full landscape plan shall be submitted and approved by staff prior to the issuance of a land disturbance permit.
  - C. Landscaping must meet all currently adopted codes and standards.
4. Homes shall meet all TND and current design and architectural requirements. 13 lots on cul-de-sac will have front entries as variance.
5. 8' sidewalk is required along Gainesville Street
6. Streets shall be private.
7. A fence around the exterior of the property to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.
8. A mandatory homeowner's association shall be established.
  - A. Alleys shall be private owned and maintained by the homeowner's association.
  - B. Roads shall be public.
  - C. The development shall be fee-simple homes for sale.
 

The homeowner's association must have in their bylaws that no more than ten percent (10%) of the total homes will be rental units or a rule of no more than two houses owned by one owner in the development and the owner must occupy one of the two.



- D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
- 9.



Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

## **ORDINANCE NO. 706**

**AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, REAL PROPERTY TOTALING 10.73 +/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR, IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08100 001003A AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Kathy S. Taylor owns the subject parcel of land identified as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit “A”, and as described on Exhibit “B”; and

**WHEREAS**, the City Council of the City of Flowery Branch has considered the application of Kathy S. Taylor and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City’s corporate limits; and

**WHEREAS**, said parcels of land identified as Parcel Tax Identification No. 08112 0120001 is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

**WHEREAS**, Kathy S. Taylor has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the subject parcels being considered to be annexed, is included in the application; and

**WHEREAS**, the City Council held a public hearing at the meeting of December 7, 2023, 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. RECITALS.**

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

### **SECTION 2. ANNEXATION.**

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia real parcels of land known as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit “A”, and as described on Exhibit “B”. Said Exhibits are incorporated by reference as if fully set forth herein.

**SECTION 3. CERTIFICATION BY THE CITY CLERK**

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

**SECTION 4. SEVERABILITY.**

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

**SECTION 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be February 15<sup>th</sup>, 2024

**SECTION 6. REPEALER.**

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

Approved this 15th day of February, 2024.

---

Edward R. Asbridge, Mayor

---

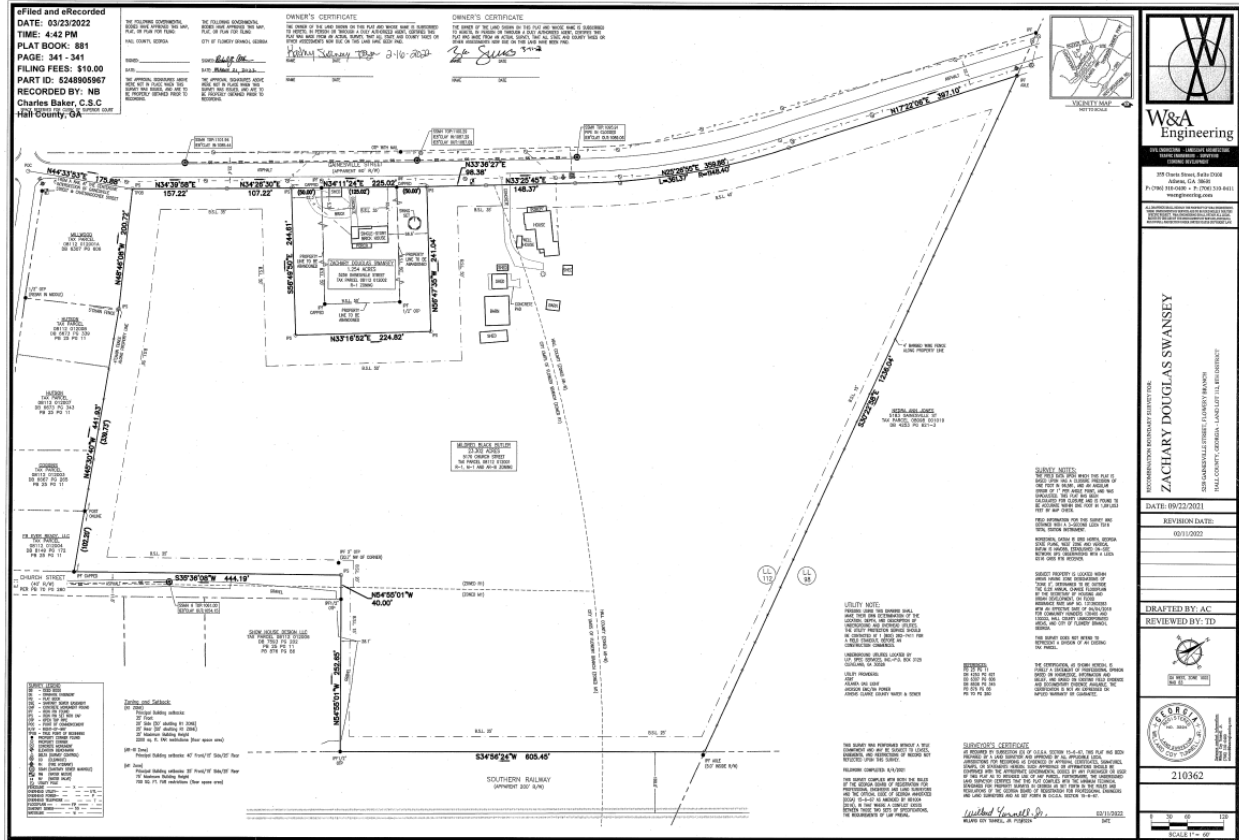
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

---

Ted C. Baggett, City Attorney

# Exhibit "A"



## Exhibit "B"

### Overall Acreage of Property

#### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;  
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;  
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;  
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;  
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);  
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;  
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;



thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;

thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Second Reading of Ordinance 707 for a Rezoning Request submitted by PR Land Investment.

**COUNCIL MEETING DATE:** February 15, 2024

---

---

**HISTORY:**

.

---

---

**FACTS AND ISSUES:**

annexation and rezoning of 10.73 +/- acres of the remaining unincorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001, from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development (TND). If annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001 from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development (TND) and construct 117 detached single -family homes.

---

---

**OPTIONS:**

---

---

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

No

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

Work Session and Second Read and Vote

---

---

**SAMPLE MOTION:**

Work Session and Second Read and Vote

---

---

**COLLABORATING DEPARTMENT:**

Planning

---

---

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- 02 Piedmont Residential Rezoning App - 5170 Church st..pdf
- 03 5170 Church st GIS map.pdf
- 04 Church Street 3D Renderings 11.8.2023(43636486.1).pdf
- 05 Letter to Hall County.pdf
- 06 Church Street Site Rendering 11-14-2023.pdf
- Staff Report 5170 Church St.pdf
- Ordinance 707 – Rezoning to Piedmont Residential at 5170 Church Street.pdf





## REZONING APPLICATION

**Date:** 10.4.2023

**Address of Request:**

5170 Church Street, Flowery Branch, GA 30542

Tax Map # 08112 012001 Current Zoning: AR-III, R-1 and M-1

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

Currently a conforming use? Yes.

Any conditions of zoning, CUP's, etc.? None.

**Applicant Information**

Name: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: 1105 W. Peachtree Street, NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: 

Notary: Kirk R. Fjelstul - Smith, Gambrell, and Russell, LLP







Property owner information (if different than the applicant)

Property owner (please print): Kathy S. Taylor

Signature of property owner: Kathy S. Taylor

Notary:



Wendy Giglia  
exp 10/09/2027

### Property Information

Tax Map Number: 08112 012001

Current Zoning: AR-III, R-1 and M-1 Total Acres: 23.30

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

Proposed City of Flowery Branch Zoning: TND (Traditional Neighborhood Development)

Current Use: Single-Family detached residential

**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



## REZONING APPLICATION

**Date:** 10.4.2023

**Address of Request:**

5170 Church Street, Flowery Branch, GA 30542

Tax Map # 08112 012001 Current Zoning: AR-III, R-1 and M-1

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

Currently a conforming use? Yes.

Any conditions of zoning, CUP's, etc.? None.

**Applicant Information**

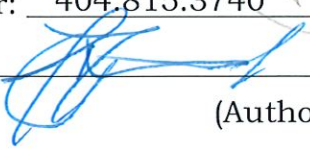
Name: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address:

1105 W. Peachtree Street, NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: 

Notary:

(Authorized Agent for PR Land Investments, LLC)



# Legal Description



## Overall Acreage of Property

### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;

thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;

thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;

thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;

thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;

thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;

thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;

thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);

thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);

thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;

thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

## Portion of property to be Annexed

### Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.

# Survey



Hall County, GA



# Site Plan



# Letter of Intent



**STATEMENT OF INTENT**  
**IMPACT ANALYSIS**

and

Other Material Required by  
The City of Flowery Branch, Georgia Zoning Code  
for the Annexation and Rezoning Application

of

**PIEDMONT RESIDENTIAL, LLC**

Application

Total area to be Rezoned to Traditional Neighborhood Design (TND): ± 23.3 Acres

Consisting of

Flowery Branch portion: 9.93 Acres zoned R-1 and 2.64 Acres zoned M-1

Hall County portion: 10.73 Acres zoned AR-3 and proposed for annexation

Parcel ID 08112 012001

Located along Gainesville Street

Submitted for Applicant by:

Kirk Fjelstul  
Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

## **I. INTRODUCTION**

This application seeks to rezone ±23.3 acres of land (“Property”) to a Traditional Neighborhood Development (TND) classification. The Property is “split zoned” into three zoning classifications and a portion of the Property is in unincorporated Hall County. 12.57 acres of the are in the City of Flowery Branch, of which 9.93 acres to the northwest are zoned R-1 and 2.64 acres to the southwest are zoned M-1.

The portion of the Property that is in unincorporated Hall County is the subject of the annexation application. It consists of 10.73 acres, is zoned AR-3 under the County’s ordinance and generally is the east side of the Property. It is virtually an unincorporated island, entirely surrounded by the City to the north (fronting Gainesville St.), west, and east. A small segment of the southern boundary connects to the rest of the unincorporated County through a thin sliver along the railroad.

The proposed development as shown on the site plan (“Development”) consists of up to 117 single family homes at an overall density of 5 units/acre, with amenities such as a pickleball court, dog park, and passive park. Consistent with the proposed TND zoning, the Development incorporates smaller lots with the homes located close to the street, and rear entry garages that are accessed through the use of alleys. The 5 units/acre density is well below the 6.5 units/acre maximum.

It should be noted that while the Development is consistent with both the zoning and the Character Area classification in the Comprehensive Plan, there are differences from the TND that are the result of feedback from the City, rather than the original design of the site plan. Those differences largely stem from a desire for curvilinear streets instead of block faces. The curvilinear streets result in differences from some of TND design standards and also require variances. Staff

is aware and advised the Applicant to identify variances with a chart on the site plan.

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent zone along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with TN.

The design principals for the TN Character Area emphasize little, if any, building setbacks and the principles call for porches, rear-entry garages, and smaller lots with higher density. Land uses in the TN Character Area include single-family detached dwellings and the only compatible zoning is TND. As a result, the Development and the proposed zoning are both consistent with the Comprehensive Plan.

This document is submitted as an analysis of the standards in the City's ordinance for rezonings. It also includes the statements required to preserve constitutional rights.

## **II. ANALYSIS OF ZONING STANDARDS**

### **A.**

#### **WHETHER THE PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.**

Piedmont ("Applicant") seeks to develop the Property for 117 detached single family

homes (approx. 5 units/acre). The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

## **B.**

### **WHETHER THE PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.**

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well



below the maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.

**C.**

**WHETHER THE PROPERTY TO BE AFFECTED BY THE PROPOSAL CAN BE USED IN ACCORDANCE WITH THE EXISTING REGULATIONS AND HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.**

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**D.**

**WHETHER THE PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.**

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**E.**

**WHETHER THE PROPOSAL IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN INCLUDING BUT NOT LIMITED TO THE CHARACTER AREA MAP AND FUTURE LAND USE PLAN MAP.**

The Property is in a TN Character Area designation in the Comprehensive Plan and the

TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**F.  
WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS  
AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE  
SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE  
PROPOSAL.**

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

**G.**  
**EXISTING USE(S) AND ZONING OF THE SUBJECT PROPERTY AND NEARBY PROPERTIES.**

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to intown residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

**H.**  
**EXISTING VALUE OF THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION, THE EXTENT TO WHICH THE PROPERTY VALUE OF THE SUBJECT PROPERTY IS DIMINISHED BY THE EXISTING ZONING DISTRICT, AND THE VALUE OF THE PROPERTY UNDER THE PROPOSED ZONING DISTRICT; IF SUCH INFORMATION IS PROVIDED BY THE APPLICANT OR CAN BE DISCERNED. THIS CONSIDERATION MAY INCLUDE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT OR UNUSED AS CURRENTLY ZONED AND EFFORTS TAKEN BY THE PROPERTY OWNER(S) TO USE THE PROPERTY OR SELL THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION.**

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds

and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

**I.  
WHETHER A PROPOSED ZONING MAP AMENDMENT OR CONDITIONAL USE  
APPROVAL WILL BE A DETERRENT TO THE VALUE OR IMPROVEMENT OF  
DEVELOPMENT OF ADJACENT PROPERTY IN ACCORDANCE WITH EXISTING  
REGULATIONS.**

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**J.  
THE POSSIBLE CREATION OF AN ISOLATED ZONING DISTRICT UNRELATED  
TO ADJACENT AND NEARBY DISTRICTS.**

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.



**K.**  
**POSSIBLE EFFECTS OF THE CHANGE IN ZONING DISTRICT MAP, OR CHANGE  
IN USE, ON THE CHARACTER OF A ZONING DISTRICT.**

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**L.**  
**THE POSSIBLE IMPACT ON THE ENVIRONMENT, INCLUDING BUT NOT  
LIMITED TO, DRAINAGE, SOIL EROSION AND SEDIMENTATION, FLOODING,  
AIR QUALITY AND WATER QUALITY.**

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

**M.**  
**THE RELATION THAT THE PROPOSED MAP AMENDMENT OR CONDITIONAL  
USE BEARS TO THE PURPOSE OF THE OVERALL ZONING SCHEME AND THE  
PURPOSES OF THIS ZONING ORDINANCE.**

The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near

the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

### **III. NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

The Applicant respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the City of Flowery Branch County Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that not approving the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of

Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

#### **IV. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that the proposed rezoning and annexation be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City.

This 20th day of October, 2023.

Respectfully submitted,



---

Kirk Fjelstul  
Attorney for Applicant

Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

# Disclosures





- 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

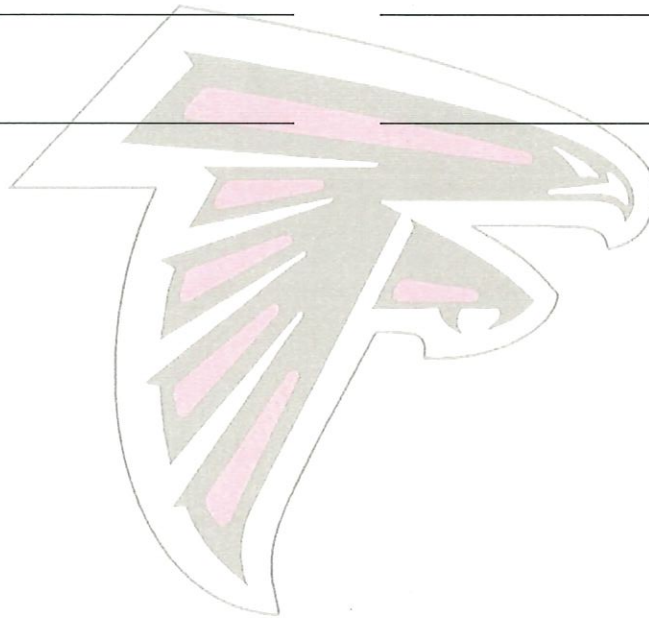
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of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



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

### **Conflict of Interest Disclosure**

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

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

N/A

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

N/A

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

N/A



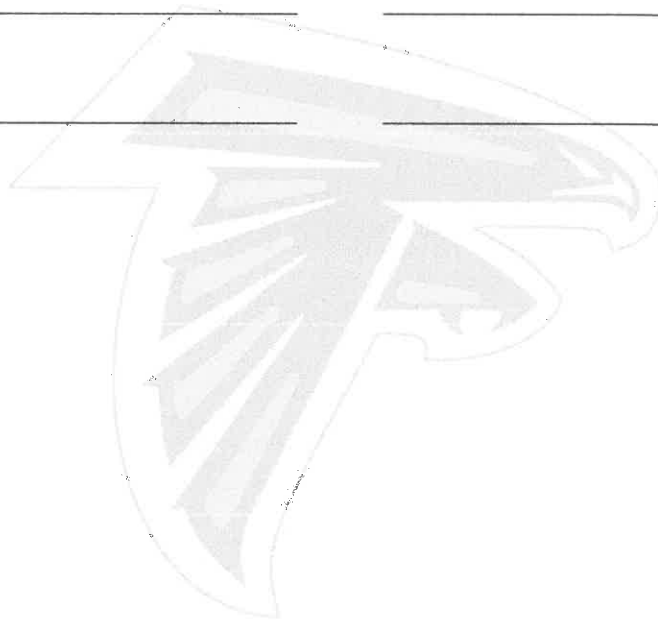
**Disclosure of Campaign Contributions**

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

Elected Officials Name

Amount of Description of Gift

N/A



**CITY STAFF ONLY**

Application Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_



- 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

---

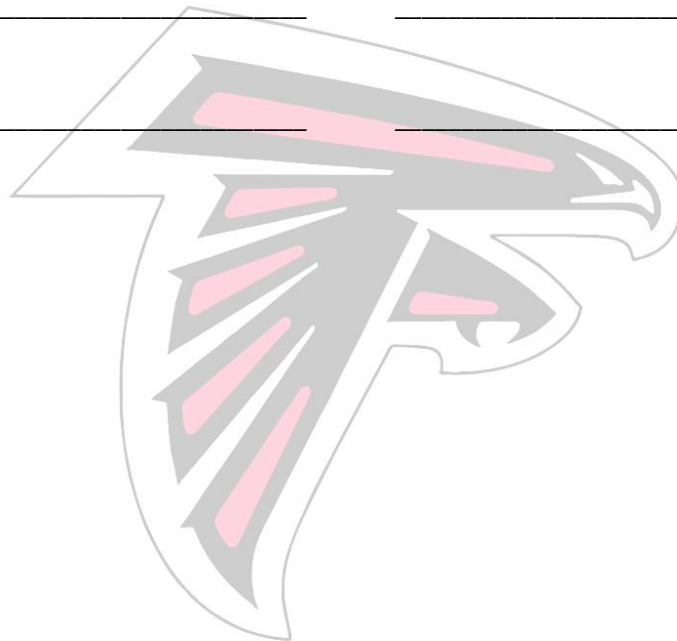




### Disclosure of Campaign Contributions

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: \_\_\_\_\_



- 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

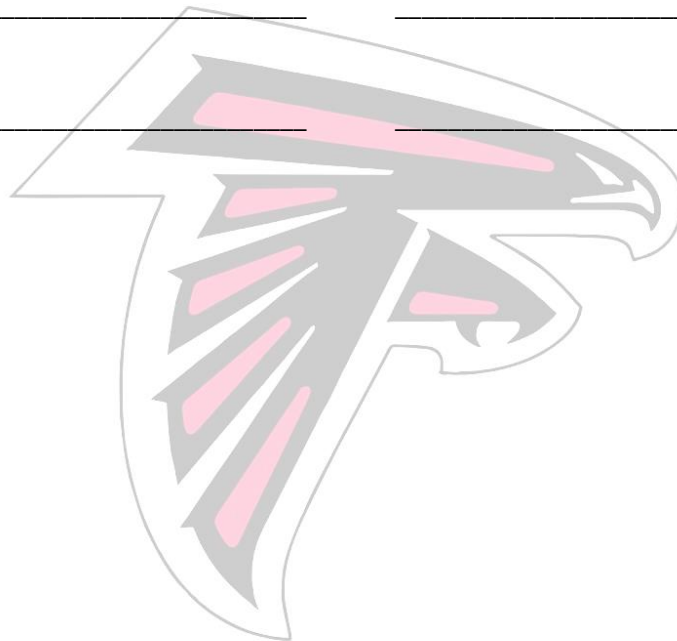
---



### 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: \_\_\_\_\_



- 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

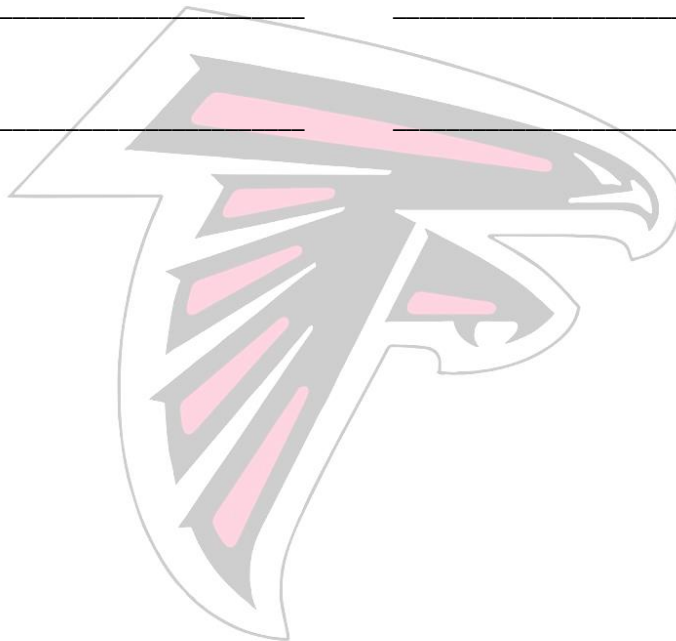
---



### 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: \_\_\_\_\_





- 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

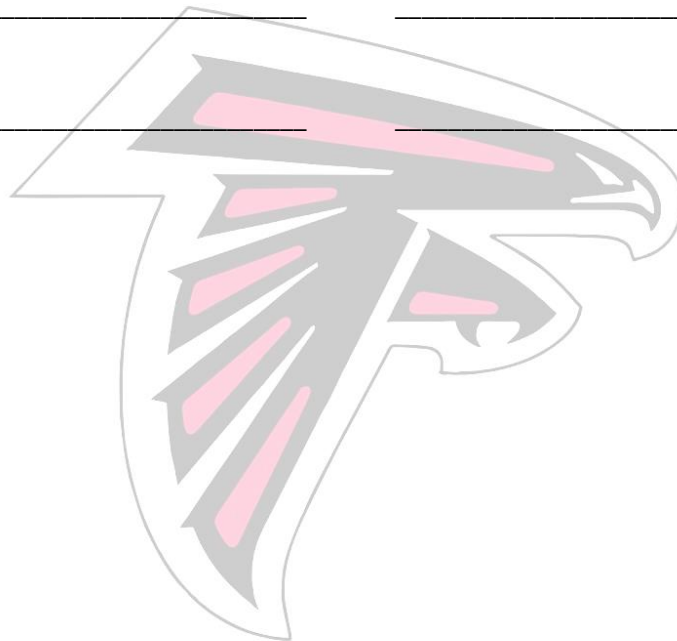
No



### 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: \_\_\_\_\_

# Adjoining Property Owners

Search Results

19 Results

☐ Show Property Photos

| Parcel ID                     | Owner                                     |         | Property Address      | Map                 |
|-------------------------------|-------------------------------------------|---------|-----------------------|---------------------|
| <a href="#">08098 001019</a>  | NEDRA ANN JONES                           | 1       | 5183 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012001</a>  | MILDRED BLACK BUTLER                      | Subject | 5170 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012001A</a> | LINDA D MILLWOOD BAUGH D. LINDA           |         | 5285 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012002</a>  | ZACHARY DOUGLAS SWANSEY                   | 2       | 5259 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012003</a>  | VARCHI INNOVATIONS LLC                    | 3       | 5210 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012004</a>  | FB EVER READY, LLC                        | 4       | 5204 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012005</a>  | DOWNTOWN HOMES 2, LLC                     | 5       | 5185 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012006</a>  | FLOWERY BRANCH MINI STORAGE SVCS, LLC     | 6       | 5175 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012007</a>  | MICHAEL PRENTISS PRENTISS AMANDA MARIE    | 7       | 5216 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012008</a>  | CHATAHOOCHEE HOMES LLC                    | 8       | 5224 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 027030</a>  | BRENDA K STOUGH HANNA JEFFERY L           | 9       | 5280 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027031</a>  | ARNOLD WRIGHT                             | 10      | 5270 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027032</a>  | JOSEPH D ROARK                            | 11      | 5260 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027033</a>  | JOE DAVIDSON ROARK                        | 12      | 5254 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027034</a>  | RUSSEL MORGAN HUDGENS HUDGENS HEATHER ANN | 13      | 5248 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027035</a>  | REBECCA TRACY BAGWELL                     | 14      | 5234 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036</a>  | REBECCA TRACY BAGWELL                     | 15      | 5220 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036A</a> | W J COFER COFER MONTEZ B                  | 16      | 5206 GAINESVILLE ST   | <a href="#">Map</a> |
|                               |                                           | 17      |                       |                     |



Developed by  
 Schneider  
GEOSPATIAL

# Property Owner Inspection Authorization



Inspection Authorization

Mildred Black Butler  
106 Robertson Ct., NW  
Dawsonville, GA 30534

08112 012001 (5170 Church Street)

I, Kathy Taylor, administrator of the estate of Mildred Black Butler, hereby affirm that I solely own the above-referenced tax parcel. I also acknowledge that I am aware of the rezoning and annexation requests filed by PR Land Investments, LLC (c/o Kirk R. Fjelstul) related to the referenced property and consent to same. Please allow this document to serve as my authorization of the City of Flowery Branch staff and/or City Council to inspect the subject property.

Kathy S. Taylor

Kathy S. Taylor

Date: Oct. 14-2023

Sworn to and subscribed before me  
this 14 day of October, 2023

Vipul Gupta  
NOTARY PUBLIC

Commission Exp 02-02-2027



# Rezoning Additional Information

### Rezoning Additional Information Requirement

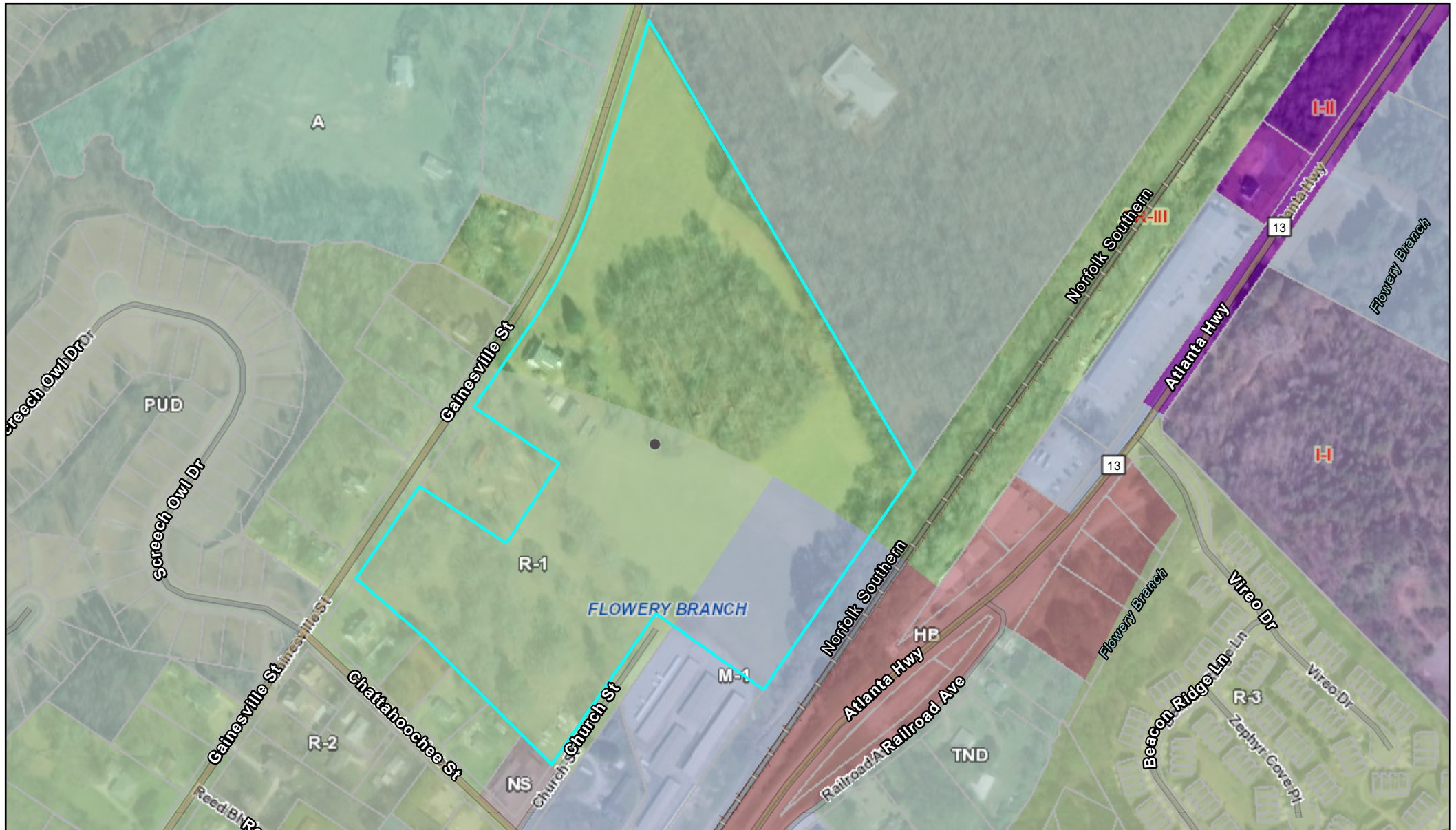
1. Value of improvements upon complete build out.
  - To be determined upon completion of full set of construction plans.
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
  - To be determined upon completion of full set of construction plans.
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased).
  - To be determined within full set of construction plans.
4. Anticipated total square footage (heated) to be built in the requested number of units.
  - The minimum heated floor area requirement of 1,200 sq.ft. will be met. The exact amount of heated square footage to be built within the requested units will be determined during the engineering phase of the project.
5. Total acreage developed with units.
  - It is anticipated that approximately 17.8 acres of the property will be developed with units.
6. Total acreage for right of way and roads.
  - It is anticipated that approximately 3.95 acres of the property will be developed with right-of-way and roads.
7. Total acreage of open space/common area (include plan for maintenance of open space/common area).
  - It is anticipated that there will be approximately 56,800 sq.ft. of open space throughout the proposed development.
8. Acreage required for buffer and watershed protection.
  - It is not anticipated that any acreage will be necessary for buffer and watershed protection as there are not streams on or adjacent to the property.
  - a. Does the buffer comply with the current City ordinance? **N/A**
  - b. Do individual property lines for lots extend into the buffer? **N/A**
  - c. Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? **N/A**
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail)
  - Multi-transportation alternatives have not been included in this request.
10. Please identify all amenities and total number of acres they incorporate by complete description.

- Proposed amenities for the project include an approximate 1,196 sq.ft., covered pavilion, three pickle ball courts, a dog park, and a passive recreation area. Exact square footages will be determined during the engineering phase of the project.
11. Number of street lights and separation table as proposed on your site plan.
- We are proposing 12 streetlights throughout the proposed development.
12. Will Technology Development be included in this development?
- As currently proposed, it is not anticipated that technology development will be included with this project.
13. List the total linear feet and cubic yards for sidewalks.
- There are approximately 44,654 sq.ft. and 546 cubic yards of sidewalks proposed. An exact amount of sidewalk square footage, linear feet, and cubic yardage will be included with the construction plans.
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
- Storm water controls will be included with the engineering phase of this project. The submitted plans do show where we anticipate detention to be located on the property.
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?
- A traffic study has not been done to date, but we are happy to execute a traffic memo and/or study per the City's ordinance in conjunction with this application.
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?
- It is expected that this will be determined during the engineering phase of the project.
17. What is the total capacity for daily Wastewater Management?
- It is expected that this will be determined during the engineering phase of the project.
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?
- It is expected that this will be determined during the engineering phase of the project.
19. Has a slope and grade study been done on this development? Does the study reflect density placement?
- It is not anticipated that the proposed lot density will be adversely affected by site grading.
20. Please identify what public safety needs are being considered for the project?
- We will comply with safety measures as required by the City. Currently, we are providing pedestrian friendly sidewalks; pedestrian street lights; and traffic calming devices and practices.

21. Has the Hall County School System been notified of the proposed density for this project?
- The Hall County School System will be notified of the proposed density for this project in conjunction with the submittal of this application.
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development.
- A Homeowners Association (HOA) will be formed and filed during the development phase of the project, we will provide covenants, if any, to the City at the time of incorporation.
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at [www.flowerybranchga.org](http://www.flowerybranchga.org)
- We will comply with Ordinance 349 regarding the preliminary plat process during the development phase of this project.

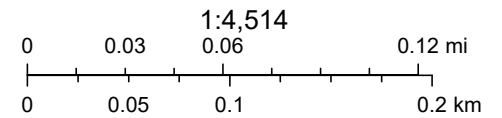


# ArcGIS Web Map



10/26/2023, 11:53:13 AM

|                       |     |                              |                    |       |       |                    |     |            |                |                    |
|-----------------------|-----|------------------------------|--------------------|-------|-------|--------------------|-----|------------|----------------|--------------------|
| <b>Oakwood Zoning</b> | PID | <b>Flowery Branch Zoning</b> | NS                 | AR-IV | PCFD  | R-MF               | L-I | R-I-A      | FLOWERY BRANCH | Arterial-Collector |
| A-1                   | POD | A                            | PUD                | H-B   | PID   | R-TF               | N-B | R-II       | GAINESVILLE    | Interstate         |
| C-1                   | PRD | CBD                          | R-1                | I-I   | POD   | S-S                | N-C | R-O        | GILLSVILLE     | Railway            |
| C-2                   | R-1 | HB                           | R-2                | I-II  | PRD   | V-C                | O-I | Counties   | LULA           | Parcel Boundary    |
| M-1                   | R-2 | INST                         | R-3                | MHP   | R-I   | Gainesville Zoning | PUD | Citylimits | OAKWOOD        |                    |
| M-2                   | R-3 | M-1                          | TND                | O-I   | R-I-L | C-B                | R-B | BRASELTON  | RESTHAVEN      |                    |
| O-P                   | R-4 | M-2                          | Hall County Zoning | PCD   | R-II  | G-B                | R-I | BUFFORD    | Roads          |                    |
| PCD                   | MHP | AR-III                       |                    |       |       | H-I                |     | CLERMONT   | Local          |                    |



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar, GHCGIS



# Church Street

Gainesville Street View  
Flowery Branch, GA







Church Street

Gainesville Street View  
Flowery Branch, GA

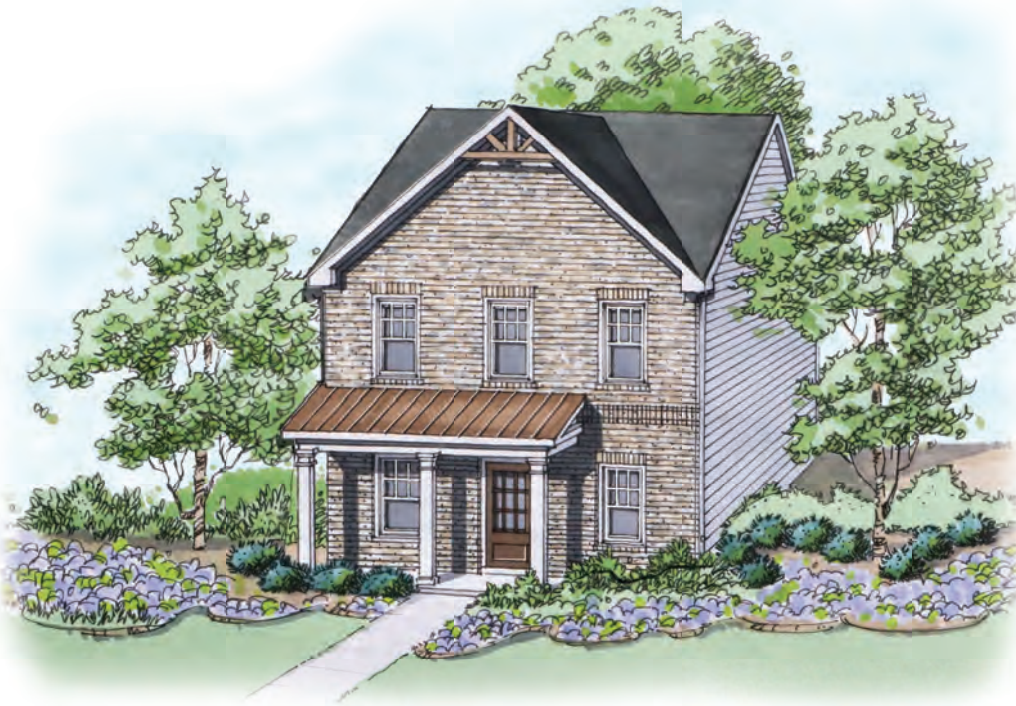


# Church Street

Gainesville Street View  
Flowery Branch, GA







FRONT ELEVATION

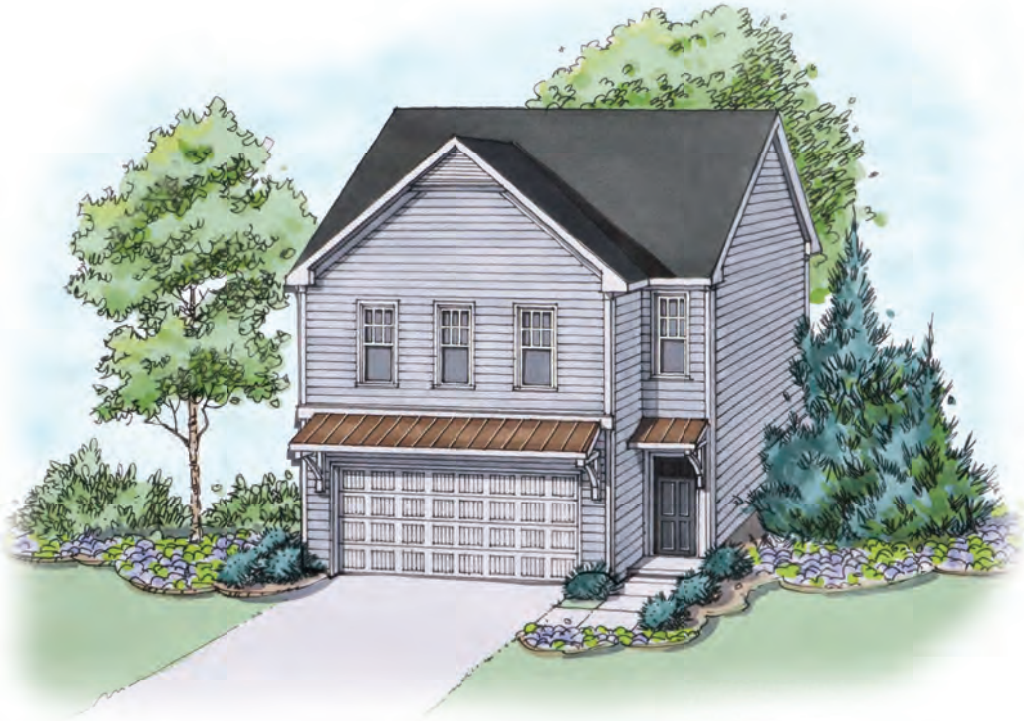


REAR ELEVATION

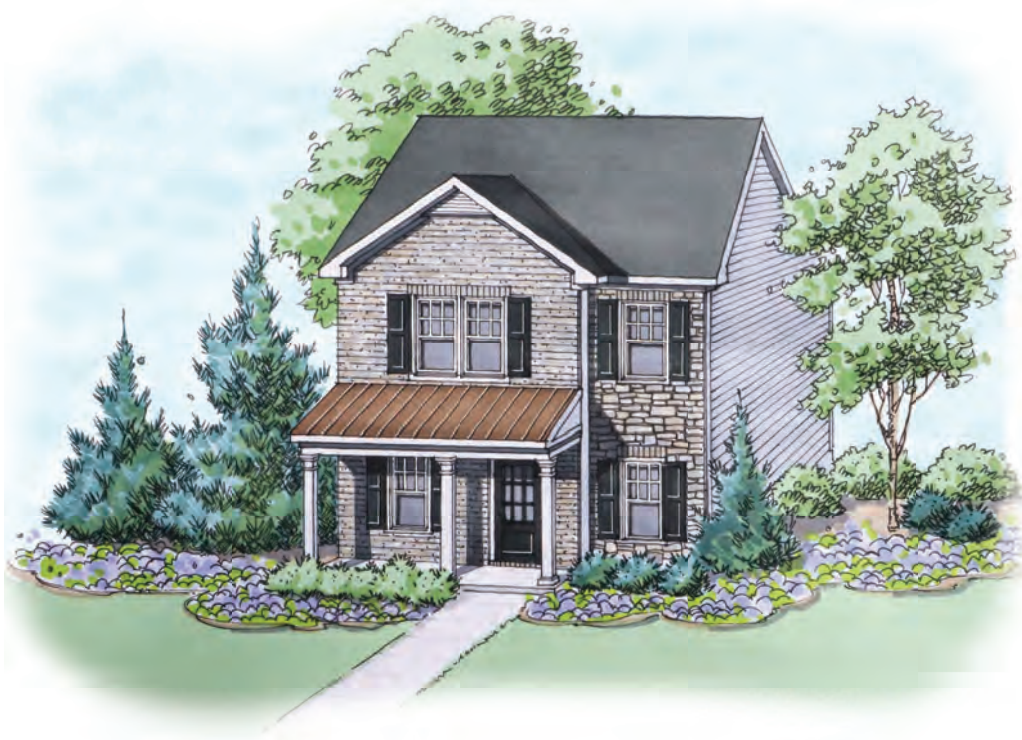




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

Brookfield - A





FRONT ELEVATION

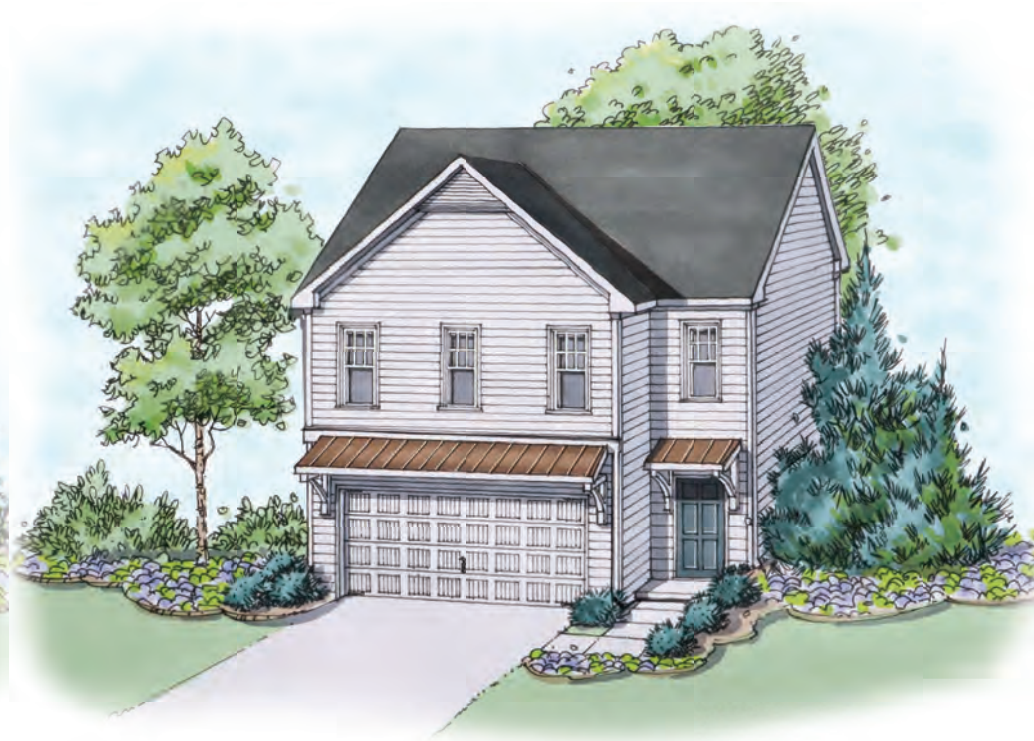


REAR ELEVATION





FRONT ELEVATION



REAR ELEVATION





FRONT ELEVATION



REAR ELEVATION

Sedona - B





October 27, 2023

Hall County Board of Commissioners  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
c/o Jennifer Rivera, Commission Clerk

**Re: Notification of Intent to Annex and Rezone Land Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) business days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be annexed and rezoned is shown on the enclosed map and is described as follows:  
5170 Church Street, tax parcel identification number 08112 012001.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.

Hall County Board of Commissioners  
Annexation and Rezoning of 5704 Jim Crow Road  
October 27, 2023  
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be annexed as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, December 7, 2023, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

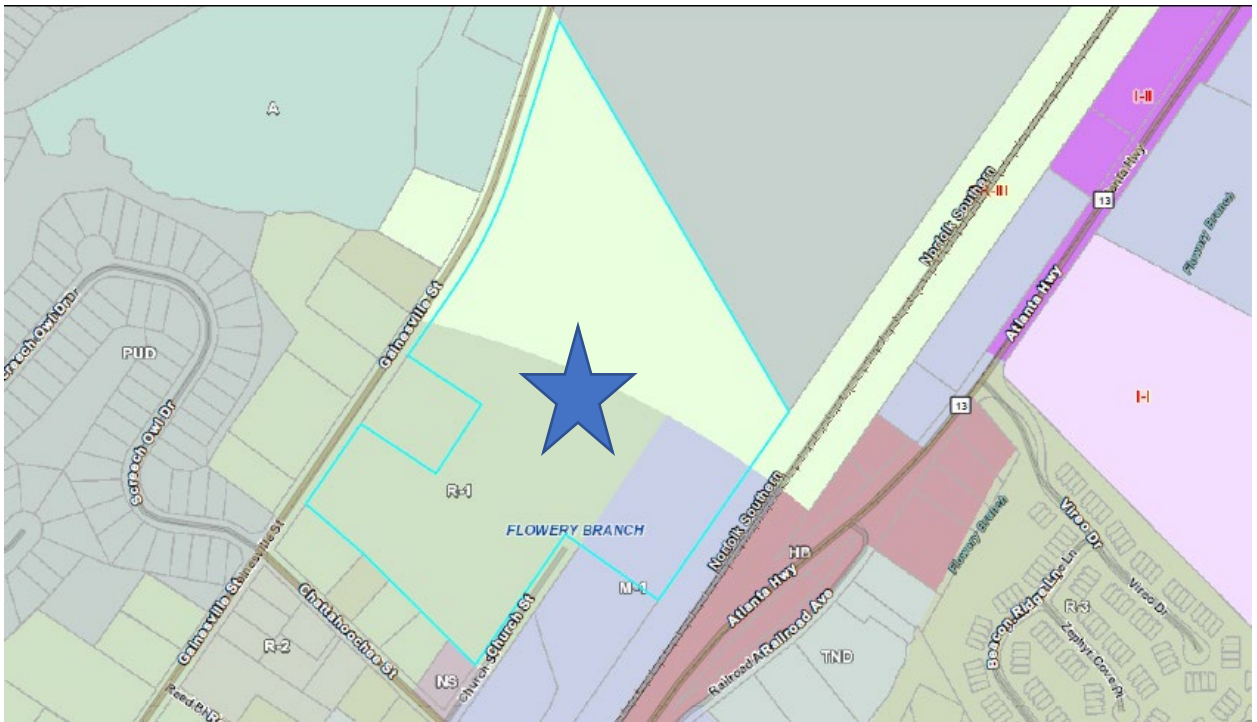
*Richard JE Atkinson*

Director of Planning and Community Development  
City of Flowery Branch  
[Rich@flowerybranchga.org](mailto:Rich@flowerybranchga.org)

RA/

Enclosures: Site Map of Property to Annexed and Rezoned  
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney  
Randi Doveton, Director of Planning and Development





# Church Street

Community Site Map  
Flowery Branch, GA







**Staff Report  
5170 Church St  
Annexation & Rezoning Request  
Ordinances**

**Request**

Currently, 5170 Church Street is a 23.3 +/- -acre tract of land that is partially in Hall County and partially within the city-limits of Flowery Branch. The applicant wishes to annex and subsequently rezone the 10.73 +/- acres of the unincorporated portion of the parcel from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development District (TND). If the 10.73 +/- portion of the parcel is annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land be rezoned from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development District (TND). This would result in the entire 23.3 +/- acres of tax parcel 08112 0120001, also known as 5170 Church Street, to lie within the city-limits of Flowery Branch and be zoned Traditional Neighborhood Development District (TND) The applicant wishes to construct a 117 detached single -family homes subdivision. The request includes the following concurrent variance requests:

The reduction of a portion of sidewalk widths from 8 feet to 5 feet.

The increase of impervious allowances as indicated on the accompanying chart.

The decrease of lot area as indicated on the accompanying chart.

13 lots on cul-de-sac will have front entries.







1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL COUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3 = 151 \text{ UNITS})$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENITIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.





| BLOCK A |                |        |           |                |
|---------|----------------|--------|-----------|----------------|
| Lot #   | Square Footage | % Open | % Coverag | *Variance Req. |
| 1       | 5,023          | 49.40% | 50.60%    | L,I            |
| 2       | 5,020          | 36.28% | 63.72%    | L,I            |
| 3       | 5,003          | 38.07% | 61.93%    | L,I            |
| 4       | 5,019          | 44.81% | 55.19%    | L,I            |
| 5       | 5,618          | 37.25% | 62.75%    | L,I            |
| 6       | 6,908          | 39.82% | 60.18%    | I              |
| 7       | 7,995          | 59.96% | 40.04%    | I              |
| 8       | 8,169          | 61.90% | 38.10%    | I              |
| 9       | 6,713          | 56.82% | 43.18%    | I              |
| 10      | 8,216          | 81.69% | 18.31%    | I              |
| 11      | 7,929          | 80.15% | 19.85%    | I              |
| 12      | 12,273         | 89.26% | 10.74%    | I              |
| 13      | 7,513          | 64.54% | 35.46%    | I              |
| 14      | 6,207          | 49.82% | 50.18%    | L,I            |
| 15      | 7,531          | 50.41% | 49.59%    | I              |
| 16      | 6,895          | 51.47% | 48.53%    | I              |
| 17      | 7,034          | 51.76% | 48.24%    | I              |
| 18      | 5,027          | 43.58% | 56.42%    | L,I            |
| 19      | 6,425          | 46.22% | 53.78%    | L,I            |
| 20      | 7,719          | 58.74% | 41.26%    | I              |
| 21      | 6,256          | 41.07% | 58.93%    | L,I            |
| 22      | 6,726          | 48.87% | 51.13%    | I              |
| 23      | 5,992          | 44.13% | 55.87%    | L,I            |
| 24      | 7,592          | 57.93% | 42.07%    | I              |
| 25      | 6,194          | 46.67% | 53.33%    | L,I            |
| 26      | 5,000          | 44.27% | 55.73%    | L,I            |
| 27      | 5,001          | 39.56% | 60.44%    | L,I            |
| 28      | 6,898          | 49.11% | 50.89%    | I              |
| 29      | 6,397          | 47.98% | 52.02%    | L,I            |
| 30      | 6,397          | 50.64% | 49.36%    | L,I            |
| 31      | 7,094          | 49.47% | 50.53%    | I              |
| 32      | 6,397          | 47.56% | 52.44%    | L,I            |
| 33      | 5,751          | 48.96% | 51.04%    | L,I            |
| 34      | 5,025          | 39.97% | 60.03%    | L,I            |
| 35      | 5,025          | 39.97% | 60.03%    | L,I            |
| 36      | 5,025          | 44.53% | 55.47%    | L,I            |
| 37      | 5,025          | 40.10% | 59.90%    | L,I            |
| 38      | 5,481          | 42.66% | 57.34%    | L,I            |
| 39      | 8,319          | 46.37% | 53.63%    | I              |

| BLOCK A |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 40      | 9,746          | 54.78%       | 45.22%    |                |
| 41      | 6,951          | 57.10%       | 42.90%    |                |
| 42      | 6,384          | 59.07%       | 40.93%    | L,I            |
| 43      | 5,276          | 52.91%       | 47.09%    | L,I            |
| 44      | 5,202          | 46.50%       | 53.50%    | L,I            |
| 45      | 6,885          | 58.35%       | 41.65%    | I              |
| 46      | 7,201          | 74.73%       | 25.27%    |                |
| 47      | 5,503          | 71.49%       | 28.51%    | L,I            |
| 48      | 6,009          | 78.26%       | 21.74%    | L,I            |
| 49      | 7,126          | 81.47%       | 18.53%    |                |
| 50      | 16,408         | 92.12%       | 7.88%     |                |
| 51      | 24,261         | 94.66%       | 5.34%     |                |
| 52      | 8,860          | 85.41%       | 14.59%    |                |
| 53      | 6,786          | 81.02%       | 18.98%    |                |
| 54      | 8,721          | 84.95%       | 15.05%    |                |
| 55      | 9,100          | 74.02%       | 25.98%    |                |
| 56      | 6,325          | 32.22%       | 67.78%    | L,I            |
| 57      | 6,671          | 50.64%       | 49.36%    | L,I            |
| 58      | 6,882          | 54.48%       | 45.52%    | I              |
| 59      | 5,632          | 49.67%       | 50.33%    | L,I            |
| 60      | 5,612          | 50.90%       | 49.10%    | L,I            |
| 61      | 5,629          | 48.00%       | 52.00%    | L,I            |
| 62      | 5,585          | 51.72%       | 48.28%    | L,I            |
| 63      | 7,250          | 64.77%       | 35.23%    | I              |
| 64      | 5,347          | 50.54%       | 49.46%    | L,I            |
| 65      | 5,628          | 52.14%       | 47.86%    | L,I            |
| 66      | 5,925          | 50.11%       | 49.89%    | L,I            |
| 67      | 5,025          | 48.29%       | 51.71%    | L,I            |
| 68      | 5,191          | 43.11%       | 56.89%    | L,I            |
| 69      | 5,534          | 47.27%       | 52.73%    | L,I            |
| 70      | 6,068          | 45.02%       | 54.98%    | L,I            |
| 71      | 9,905          | 46.97%       | 53.03%    | I              |
| 72      | 5,805          | 49.38%       | 50.62%    | L,I            |
| 73      | 5,160          | 47.30%       | 52.70%    | L,I            |
| 74      | 5,862          | 48.29%       | 51.71%    | L,I            |
| 75      | 5,450          | 49.62%       | 50.38%    | L,I            |
| 76      | 5,450          | 45.55%       | 54.45%    | L,I            |
| 77      | 6,760          | 59.30%       | 40.70%    | I              |



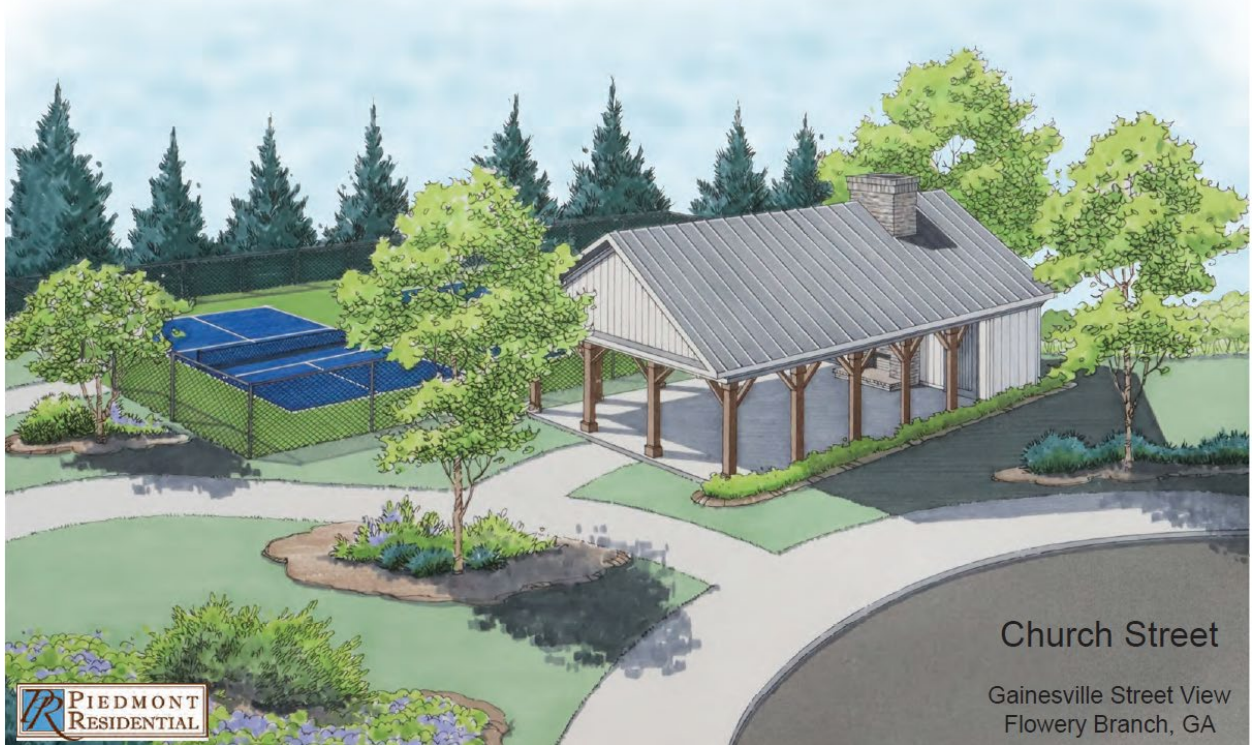
| BLOCK B |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,089          | 50.05%       | 49.95%    | L,I            |
| 2       | 5,001          | 42.50%       | 57.50%    | L,I            |
| 3       | 5,041          | 43.40%       | 56.60%    | L,I            |
| 4       | 5,084          | 48.16%       | 51.84%    | L,I            |
| 5       | 5,657          | 29.95%       | 70.05%    | L,I            |
| 6       | 5,317          | 44.04%       | 55.96%    | L,I            |
| 7       | 5,146          | 51.35%       | 48.65%    | L,I            |
| 8       | 5,334          | 58.88%       | 41.12%    | L,I            |
| 9       | 5,621          | 58.52%       | 41.48%    | L,I            |
| 10      | 5,791          | 59.35%       | 40.65%    | L,I            |
| 11      | 5,752          | 58.92%       | 41.08%    | L,I            |
| 12      | 5,903          | 58.65%       | 41.35%    | L,I            |
| 13      | 6,558          | 62.93%       | 37.07%    | L,I            |
| 14      | 9,140          | 71.29%       | 28.71%    |                |
| 15      | 9,085          | 68.76%       | 31.24%    |                |
| 16      | 7,438          | 59.92%       | 40.08%    | I              |
| 17      | 9,120          | 60.83%       | 39.17%    | I              |
| 18      | 5,999          | 40.78%       | 59.22%    | L,I            |
| 19      | 5,938          | 39.81%       | 60.19%    | L,I            |
| 20      | 5,877          | 41.07%       | 58.93%    | L,I            |
| 21      | 7,585          | 57.93%       | 42.07%    | I              |
| 22      | 7,538          | 54.25%       | 45.75%    | I              |
| 23      | 7,540          | 57.17%       | 42.83%    | I              |
| 24      | 10,377         | 49.60%       | 50.40%    | I              |
| 25      | 7,231          | 58.73%       | 41.27%    | I              |
| 26      | 5,045          | 47.54%       | 52.46%    | L,I            |
| 27      | 5,037          | 43.29%       | 56.71%    | L,I            |
| 28      | 5,389          | 51.51%       | 48.49%    | L,I            |

| BLOCK C |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,221          | 49.53%       | 50.47%    | L,I            |
| 2       | 5,058          | 45.03%       | 54.97%    | L,I            |
| 3       | 5,238          | 47.35%       | 52.65%    | L,I            |
| 4       | 5,155          | 58.90%       | 41.10%    | L,I            |
| 5       | 5,287          | 55.50%       | 44.50%    | L,I            |
| 6       | 5,134          | 35.66%       | 64.34%    | L,I            |
| 7       | 5,134          | 39.00%       | 61.00%    | L,I            |
| 8       | 5,199          | 52.41%       | 47.59%    | L,I            |
| 9       | 5,691          | 51.22%       | 48.78%    | L,I            |
| 10      | 5,648          | 50.52%       | 49.48%    | L,I            |
| 11      | 6,493          | 52.15%       | 47.85%    | L,I            |
| 12      | 7,768          | 53.06%       | 46.94%    | I              |

| OUTPARCELS |                |              |           |                |
|------------|----------------|--------------|-----------|----------------|
| Lot #      | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1          | 21,719         | 74.22%       | 25.78%    |                |
| 2          | 22,399         | 85.84%       | 14.16%    |                |
| 3          | 11,298         | 79.42%       | 20.58%    |                |
| 4          | 14,031         | 42.84%       | 57.16%    | I              |

\*LOT VARIANCE REQUESTS  
 L = LOT REDUCTION  
 I = IMPERVIOUS INCREASE

Renderings:



Church Street  
Gainesville Street View  
Flowery Branch, GA





FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

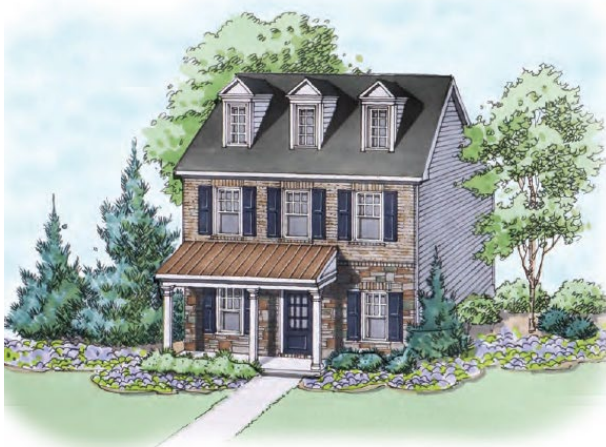




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

### **Proposed Schedule**

December 7, 2023 – Public Hearing  
December 21, 2023 - Work Session (if requested)  
January 4, 2023 – First Read and First Vote  
January 18, 2023 – Work Session (if requested)  
February 1, 2023- Second Read and Final Vote





## **Comprehensive Plan**



---

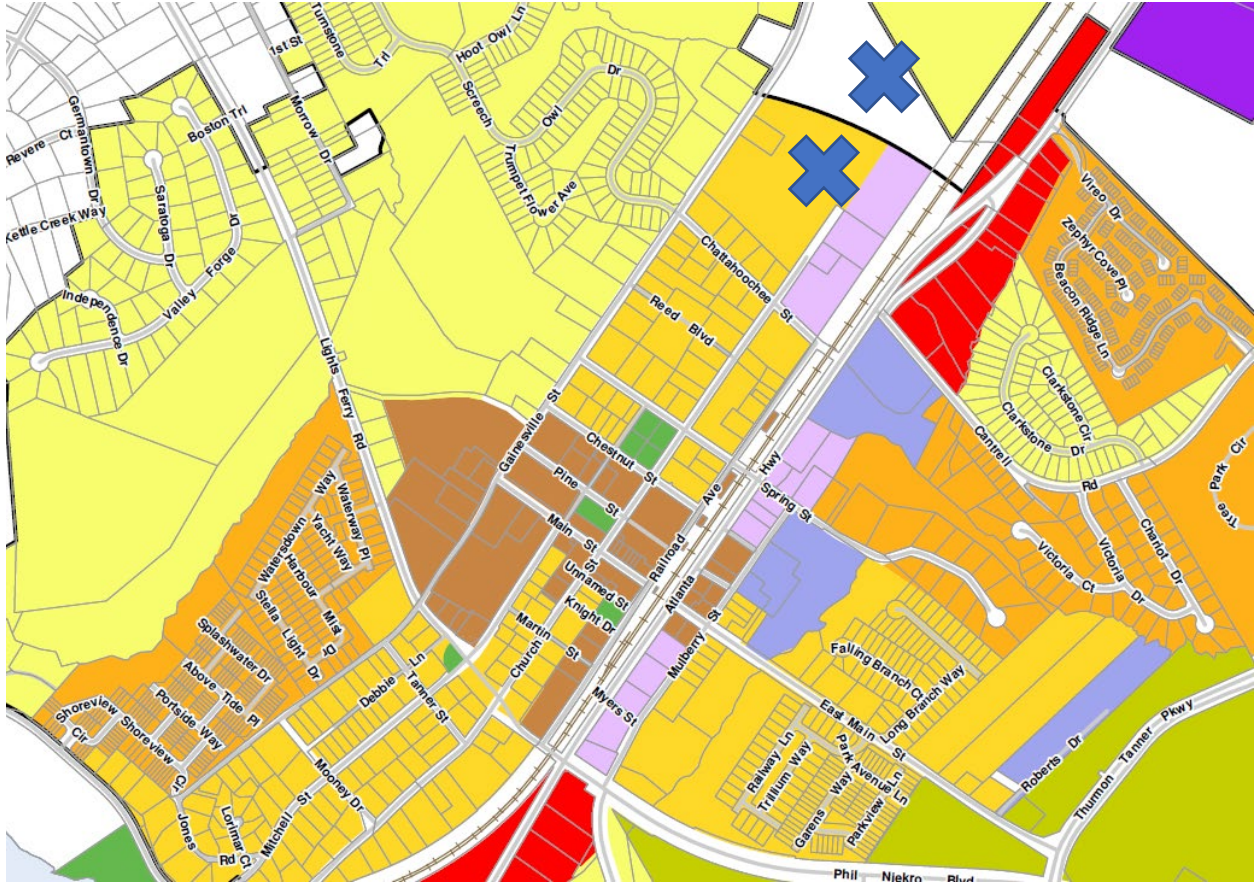
## Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City's policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

---



Traditional Neighborhood





## Traditional Neighborhood

The Traditional Neighborhood character area includes the in-town residential areas around the downtown core of Old Town.

### *Vision*

Maintain the character and development pattern of the originally settled neighborhoods of Flowery Branch, with sensitive residential in-fill development and careful improvements where required including new sidewalks, street trees, and other pedestrian-friendly streetscape features.

### *Design Principles*

- Little if any building setbacks from city streets
- Rectangular or square blocks and lots, and block lengths should not exceed 800 feet without intervening (mid-block) pedestrian footpaths
- Narrow streets in a grid-like pattern with shade trees
- Building facades emphasize porches
- Rear entry garage or detached rear garage, with the exception that a garage may be recessed behind the front façade if off-street parking must be directly accessed from the street and directly facing the street
- Wide sidewalks
- Smaller lots/higher density than Suburban Residential
- Provision of public greens or common areas when new neighborhoods are created
- Design review required for compatibility with existing residences

### *Land Uses*

- Primarily single-family detached dwellings
- Townhouses may be allowed
- Greens, plazas, and pocket parks incorporated into development plans

### *Zoning*

- TND, Traditional Neighborhood Development

### *Illustrative Photos*



The proposed development meets the intent of the Comprehensive Plan. The size and scope of the proposed project would blend in with the surrounding area as it is residential in nature.



## **Analysis**

### Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

#### Applicant comment

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD. It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

**Yes, a residential use is appropriate for this site and the surrounding area.**

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

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TND Character Area designation for this Property, and the Development density of 5 units/acre is well below the



maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown. **The development will not adversely affect the area.**

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

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**The current zoning may not be feasible for the growing economy need.**

- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**It is staff's opinion that the use will not create any unnecessary burdens.**

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

The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**The adjoining area is called by future land use map as "Traditional Neighborhood" character area. This project which is proposed to rezone as TND will meet the general intent of the comprehensive plan.**

- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't



be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

*Not to staff's knowledge, no.*

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

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential areas and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

*Currently vacant, the proposed use will fit in with the surrounding residential uses.*

- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

*In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. By accommodating more residents, it will boost local economic development.*

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area





designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and will have a positive impact on the housing mix by providing age restricted housing.

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

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

Agree

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

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.

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

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.



- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

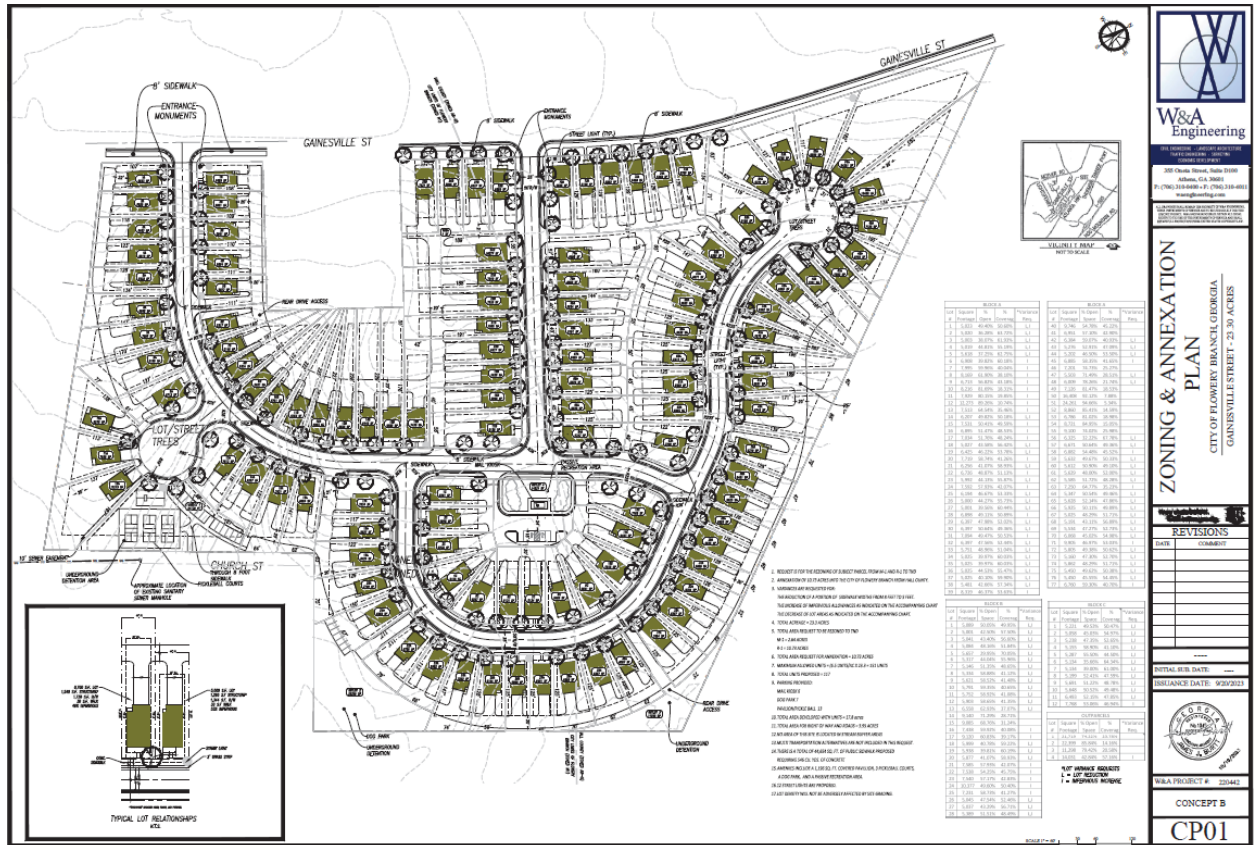
The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.

### **Recommendation**

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan as shown below:



- 159



- D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
- 9.



**ORDINANCE NO. 707**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 10.73+/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08100 001003A AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”; TO BE REZONED FROM HALL COUNTY AGRICULTURAL RESIDENTIAL (AR III), FLOWERY BRANCH DETACHED SINGLE FAMILY, LOW-DENSITY DISTRICT (R-1) AND FLOWERY BRANCH LIGHT MANUFACTURING AND INDUSTRIAL DISTRICT (M-1) TO FLOWERY BRANCH TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND), AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Kathy S. Taylor owns the subject parcel of land identified as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit “A”, and as described on Exhibit “B”; and

**WHEREAS** Kathy S. Taylor, LLC has submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being 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 December 7<sup>th</sup>, 2024 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 from Hall County Agricultural Residential (AR III), Flowery Branch Detached Single Family, Low-Density District (R-1) and Flowery Branch Light Manufacturing and Industrial District (M-1) to Flowery Branch Traditional Neighborhood Development District (TND) 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; however, an alternative use is appropriately considered.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zoning as opposed to AR III
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

## **SECTION 2. REZONING.**

The subject parcels, as shown on Exhibit “A” and as legally described in Exhibit “B”, are hereby rezoned from Hall County Agricultural Residential (AR III) to Flowery Branch Planned Unit Development (PUD) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

## **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.**

Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

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

**SECTION 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be February 15<sup>th</sup>, 2024.

**SECTION 6. REPEALER.**

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

Approved this 15th day of February, 2024.

---

Edward R. Asbridge, Mayor

---

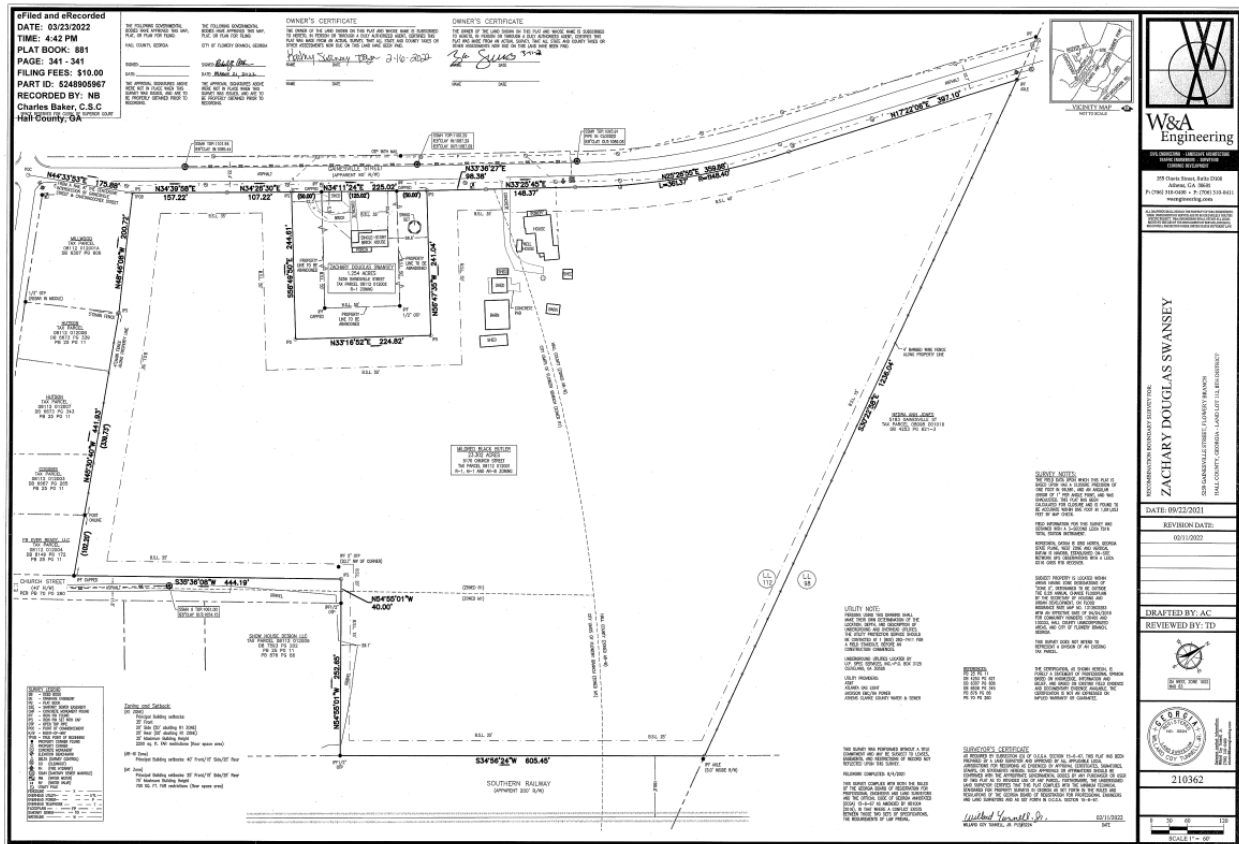
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

---

Ted C. Baggett, City Attorney

## Exhibit “A”





Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

Exhibit “B”

### Overall Acreage of Property

#### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;  
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;  
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;  
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;  
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);  
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;  
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

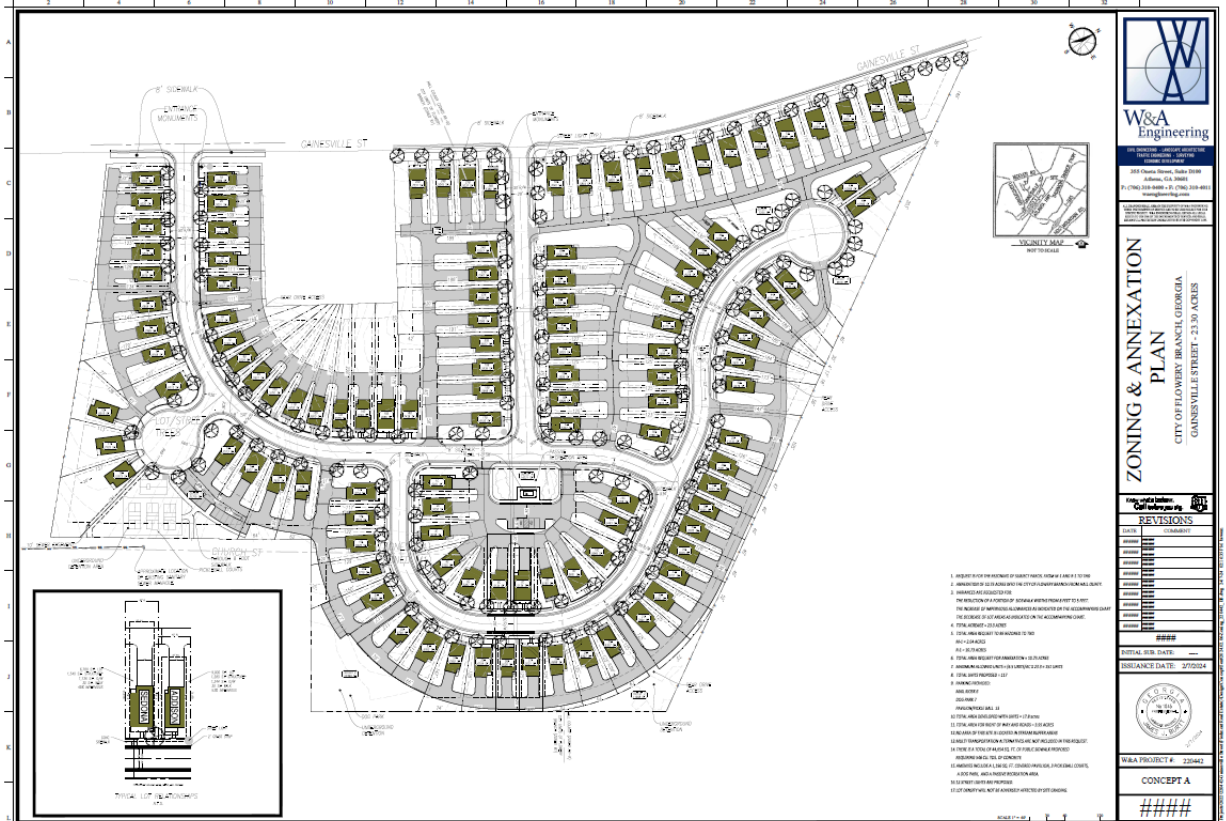
Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.



# Exhibit "C"

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan as shown below:



2. Project shall not exceed 117 single-family homes.
3. Variance is permitted and limited to the site plan requested. The development shall adhere to the following requirements as designated by the site plan:

1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL OUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3) = 151 \text{ UNITS}$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENIIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.

4. A mandatory homeowner's association shall be established.
  - A. Alleys shall be private owned and maintained by the homeowner's association.
  - B. Roads shall be public.
  - C. The development shall be fee-simple homes for sale.  
The homeowner's association must have in their bylaws that no more than ten percent (10%) of the total homes will be rental units or a rule of no more than two houses owned by one owner in the development and the owner must occupy one of the two.
  - D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
5. Landscaping
  - A. Typical lot landscaping design: identify type and size of trees and bushes.
  - B. Full landscape plan shall be submitted and approved by staff prior to the issuance of a land disturbance permit.
  - C. Landscaping must meet all currently adopted codes and standards.
6. Homes shall meet all TND and current design and architectural requirements. 13 lots on cul-de-sac will have front entries as variance.
7. 8' sidewalk is required along Gainesville Street.
8. A fence around the exterior of the property to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.



**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**



**SUBJECT:** Wastewater Reclamation Facility Update

**COUNCIL MEETING DATE:** February 15, 2024

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

Discussion of progress of WRF

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

•





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider an Agreement With Vector Solutions for Guardian Tracking Software

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### **HISTORY:**

In 2022, the Flowery Branch Police Department committed to the process of achieving State Certification from the Georgia Association of Chiefs of Police.

---

---

#### **FACTS AND ISSUES:**

State Certification requires certain detailed records to be maintained and analyzed to identify early warning indicators of potential problematic employee issues. Vector Solutions offers a software titled “Guardian Tracking” which electronically compiles departmental data and analyzes it for potential patterns of problematic activity. The software then transmits early warning alerts to the appropriate supervision team members, thereby allowing an issue to be addressed in its earliest stages.

---

---

#### **OPTIONS:**

1. Approve the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
2. Deny the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.

---

---

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

Yes

---

---

#### **AMOUNT AND SOURCE OF FUNDS:**

\$3,151.80 (first year)

---

---

#### **RECOMMENDATION:**

To authorize an agreement with Vector Solutions for Guardian Tracking software

---

---

#### **SAMPLE MOTION:**

I make a motion to sign a three-year agreement with Vector Solutions for Guardian Tracking software.

---

---

#### **COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Executive Summary - Guardian Tracker Rev.pdf](#)
- [Flowery Branch Police Department Client Agreement 1\\_30\\_2024 \(1\).pdf](#)

**FLOWERY BRANCH CITY COUNCIL**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Agreement With Vector Solutions

**DATE:** February 8, 2024

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**( ) OTHER**

**ANNUAL-** \$3,151.80 for the first year (includes Implementation Fee),  
\$2,701.80 per year for second and third year

**COUNCIL ACTION REQUESTED ON:** February 15, 2024

---

---

**PURPOSE:**

To authorize the City of Flowery Branch to enter into a three-year agreement with Vector Solutions for Guardian Tracking Software.

---

---

**HISTORY:**

In 2022, the Flowery Branch Police Department committed to the process of achieving State Certification from the Georgia Association of Chiefs of Police.

---

---

**FACTS AND ISSUES:**

State Certification requires certain detailed records to be maintained and analyzed to identify early warning indicators of potential problematic employee issues. Vector Solutions offers a software titled “Guardian Tracking” which electronically compiles departmental data and analyzes it for potential patterns of problematic activity. The software then transmits early warning alerts to the appropriate supervision team members, thereby allowing an issue to be addressed in its earliest stages.

**OPTIONS:**

1. Approve the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
  2. Deny the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
- 
-

---

---

**RECOMMENDED SAMPLE MOTION:**

I make a motion to sign a three-year agreement with Vector Solutions for

---

---

**DEPARTMENT:** Flowery Branch Police Department

**Prepared by:** Chief Chris Hulsey

---

---



**TargetSolutions Learning, LLC Agreement  
Schedule A****Date:** Tuesday, January 30, 2024**Client Information**

|                                                                     |                                             |
|---------------------------------------------------------------------|---------------------------------------------|
| <b>Client Name:</b> City of Flowery Branch Police Department        |                                             |
| <b>Address:</b><br>5270 Railroad Avenue<br>Flowery Branch, GA 30542 |                                             |
| <b>Primary Contact Name:</b><br>Heather McGuffey                    | <b>Primary Contact Phone:</b><br>4706287181 |

**Agreement Term**

|                        |                                |
|------------------------|--------------------------------|
| <b>Effective Date:</b> | <b>Initial Term:</b> 36 months |
|------------------------|--------------------------------|

**Invoicing Contact Information** (Please fill in missing information)

|                                                                                  |                                     |                                                    |
|----------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------|
| <b>Billing Contact Name:</b>                                                     |                                     |                                                    |
| <b>Billing Address:</b><br>5270 Railroad Avenue<br>Flowery Branch, Georgia 30542 |                                     | <b>Billing Phone:</b><br><br><b>Billing Email:</b> |
| <b>PO#:</b>                                                                      | <b>Billing Frequency:</b><br>Annual | <b>Payment Terms:</b><br>Net 30                    |

**Annual Fee(s)**

| Product Code | Product                                | Description                                                                           | Minimum Annual Commitment | Price    | Sub Total  |
|--------------|----------------------------------------|---------------------------------------------------------------------------------------|---------------------------|----------|------------|
| VGS-GTEPMS   | Guardian Tracking                      | Annual Subscription for Guardian Tracking -- Employee Performance Management Software | 26                        | \$91.80  | \$2,386.80 |
| VGS-GTMAINT  | Guardian Tracking - Annual Maintenance | Guardian Tracking - Annual Maintenance Fee                                            | 1                         | \$315.00 | \$315.00   |

Annual Total:: \$2,701.80

## One-Time Fee(s)

| Product Code | Product                                           | Description                                                                                                                   | Qty | Price    | Sub Total |
|--------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|
| VGS-GTIMP1   | Guardian Tracking Implementation & Training: 1-75 | Guardian Tracking - Implementation Fee for up to 75 users (One-time fee includes: database creation, admin and user training) | 1   | \$450.00 | \$450.00  |

One-Time Total: \$450.00

**Grand Total (including Annual and One-Time): \$3,151.80**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

### Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by % per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

### **Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

5270 Railroad Avenue  
Flowery Branch, GA 30542

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, (“We/Us”) a Delaware limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>.

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users’ access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User’s access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement,

or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

**3.4. Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

**4.1.** We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

**4.2.** You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

**4.2.1** Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

**4.3.** We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

#### **5. TERM, TERMINATION, AND NOTICE.**

**5.1 Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

**5.2 Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

**5.3. Notice.** All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted



delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## **9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the

disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time (“CCPA”), on Your behalf in the course of the performance of the Services, then the terms “California consumer,” “business purpose,” “service provider,” “sell” and “personal information” shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services (“EHS Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. An “**EHS Active Employee**” is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that

## **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively “LiveSafe Services”) in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

## **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

## **D. Vector CheckIT™.**

**Customer Obligations.** When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

## **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

## **F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a



The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

City of Flowery Branch Police Department

5270 Railroad Avenue  
Flowery Branch, GA 30542

By:

Printed Name: Jonathan Mitchell

Title: Director of Sales

Date:

By:

Printed Name: Heather McGuffey

Title: State Certification Manager

Date:



**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**



**SUBJECT:** Consider January 2024 Per Diem for Mayor Asbridge

**COUNCIL MEETING DATE:** February 15, 2024

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

\$150.00 Meeting Per Diem - GL 100-1110-511101

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Mayor Per Diem - January 2024.pdf](#)



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

Name: Mayor Edward Asbridge Month/Year: January 2024

| Meeting Date     | Description of Meeting                                 |
|------------------|--------------------------------------------------------|
| January 17, 2024 | Chamber – Issues Committee                             |
| January 25, 2024 | Chamber – Board of Directors Meeting                   |
| January 30, 2024 | Chamber – Economic & Political Forecast, Ramsey Center |
|                  |                                                        |
|                  |                                                        |

My signature certifies that I am eligible to be paid for 1 meeting date, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of \$50.00 per meeting.

**Total of \$150.00**

\_\_\_\_\_  
Signature



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider the Second Reading of Ordinance 704 Amending the Charter of the City of Flowery Branch Giving the Mayor Authority to Administer Oaths.

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### HISTORY:

---

---

#### FACTS AND ISSUES:

The City Council expects the highest level of professional service from those appointed or hired to perform official duties on behalf of the city. Those performing official duties on behalf of the city may be required by law to swear or affirm to an oath; and the City Council wishes to clarify that the Mayor may administer the oath to those required to swear or affirm oaths of office in order to perform official duties on behalf of the City.

---

---

#### OPTIONS:

1. Amend the charter of the City of Flowery Branch.
2. Do not amend the charter.

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

---

---

#### SAMPLE MOTION:

I make a motion to approve the second reading of Ordinance 704 amending the charter of the City of Flowery Branch to give the Mayor authority to administer oaths.

---

---

#### COLLABORATING DEPARTMENT:

Administration

---

---

**DEPARTMENT:** Administration

---

---

**Prepared by:** Shelia Cooper



## **ATTACHMENTS**

- [Ordinance 704 - Charter Amendment Mayoral Powers.pdf](#)

**ORDINANCE NO. 704**  
**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF**  
**FLOWERY BRANCH**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE PURPOSE OF AMENDING THE FLOWERY BRANCH CITY CHARTER RELATING TO THE POWERS OF THE OFFICE OF MAYOR TO PROVIDE THAT SAID MAYOR SHALL BE AUTHORIZED TO ADMINISTER THE OATH OF OFFICE TO NON-ELECTED PERSONNEL, EMPLOYEES, AND AGENTS OF THE CITY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council expects the highest level of professional service from those appointed or hired to perform official duties on behalf of the city; and

**WHEREAS**, those performing official duties on behalf of the city may be required by law to swear or affirm to an oath; and

**WHEREAS**, the City Council wishes to clarify that the Mayor may administer the oath to those required to swear or affirm oaths of office in order to perform official duties on behalf of the City; and

**WHEREAS**, changes to the City Charter may be made by the Mayor and City Council under the Home Rule Powers of a municipality as set forth in Chapter 35 of Title 36 of the O.C.G.A.; and

**WHEREAS**, in accordance with O.C.G.A. § 36-35-6(b)(1), a notice containing a synopsis of the proposed amendment was published in the official organ of the county or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

**WHEREAS**, municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart; and

**WHEREAS**, the City of Flowery Branch adopted this amendment by an ordinance duly adopted at two regular consecutive meetings of the municipal governing authority;

**NOW THEREFORE**, the City Council of the City of Flowery Branch hereby ordains to amend the city charter as follows:

**SECTION ONE**

By renumbering subsection (d) as subsection (e) and adding a new subsection (d) of Section 2.4 to read as follows:

- “(d) To administer the oath of office to all non-elected personnel, employees, or agents of the City,  
and  
(e) To fulfill such other duties as authorized by the city council.”

**SECTION TWO**

The amendments to the Charter described herein shall become effective upon approval of this ordinance and upon a copy of the amendment, the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published, is filed with the Secretary of State and in the office of the Clerk of the Superior Court of Hall County as required by O.C.G.A. § 36-35-5. The City Clerk is hereby authorized to make such filings.

Adopted this 15<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted C. Baggett, City Attorney



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Second Reading of Ordinance 706 for a Annexation Request submitted by PR Land Investment.

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### **HISTORY:**

.

---

---

#### **FACTS AND ISSUES:**

annexation and rezoning of 10.73 +/- acres of the remaining unincorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001, from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development (TND). If annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001 from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development (TND) and construct 117 detached single -family homes.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

#### **AMOUNT AND SOURCE OF FUNDS:**

---

---

#### **RECOMMENDATION:**

Work Session and Second Read and Vote

---

---

#### **SAMPLE MOTION:**

Work Session and second Read and Vote

---

---

#### **COLLABORATING DEPARTMENT:**

Planning

---

---

**DEPARTMENT:** Planning

---

---

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**



- 01 Piedmont Residential Annexation App - 5170 Church St.pdf
- 03 5170 Church st GIS map.pdf
- 04 Church Street 3D Renderings 11.8.2023(43636486.1).pdf
- 05 Letter to Hall County.pdf
- 06 Church Street Site Rendering 11-14-2023.pdf
- Staff Report 5170 Church St.pdf
- Ordinance 706 – Annexation to Piedmont Residential at 5170 Church Street.pdf



## ANNEXATION APPLICATION

**Date:** 10.20.2023

**Address of Request:**

5170 Church Street, 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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address:

1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature:

Kirk R. Fjelstul - Smith, Gambrell, and Russell, LLP

Property owner information (if different than the applicant)

Property owner (please print): See attached Owner signature page

Signature of property owner: See attached Owner signature page



## ANNEXATION APPLICATION

**Date:** \_\_\_\_\_

**Address of Request:**

5170 Church St.  
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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: 1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: See attached Applicant signature page  
(Authorized Agent for PR Land Investments, LLC)

Property owner information (if different than the applicant)

Property owner (please print): Kathy S. Taylor

Signature of property owner: Kathy S. Taylor



## ANNEXATION APPLICATION

**Date:** \_\_\_\_\_

**Address of Request:**

\_\_\_\_\_

\_\_\_\_\_

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: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: \_\_\_\_\_  
1105 W. Peachtree St. NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: \_\_\_\_\_  
(Authorized Agent for PR Land Investments, LLC)

Property owner information (if different than the applicant)

Property owner (please print): See attached Owner signature page

Signature of property owner: See attached Owner signature page





### Property Information

Tax Map Number: 08112 012001

Current Zoning: AR-III, R-1 and M-1

Total site area: 23.3 acres,  
Total Acres: Area being annexed: 10.73 acres

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

Proposed City of Flowery Branch Zoning: TND

Proposed City of Flowery Branch Character Area: Traditional Neighborhood

Current Use: Single-Family detached dwelling and accessory structures

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? No DRI 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  $\geq$  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

# Disclosures



### Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

### Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

N/A



### 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





### **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

---



### **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

---



### **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

---



### **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

---



# Legal Description

## Overall Acreage of Property

### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;

thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;

thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;

thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;

thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;

thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;

thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;

thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);

thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);

thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;

thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

## Portion of property to be Annexed

### Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.



# Survey

Hall County, GA

NAME \_\_\_\_\_ DATE \_\_\_\_\_



© 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 105–112

B.S.L. 25'  
 S34°56'24"W 605.45'  
 SOUTHERN RAILWAY  
 (APPARENT 200' R/W)

7, THIS PLAT HAS BEEN  
 FILED FOR RECORD IN THE  
 PUBLIC RECORDS OF THE  
 COUNTY OF HENRICO, VIRGINIA.  
 THE DATE OF RECORDING IS  
 02/11/2022.

201362

02/11/2022

210

# Site Plan





# Letter of Intent

**STATEMENT OF INTENT**  
**IMPACT ANALYSIS**

and

Other Material Required by  
The City of Flowery Branch, Georgia Zoning Code  
for the Annexation and Rezoning Application

of

**PIEDMONT RESIDENTIAL, LLC**

Application

Total area to be Rezoned to Traditional Neighborhood Design (TND): ± 23.3 Acres

Consisting of

Flowery Branch portion: 9.93 Acres zoned R-1 and 2.64 Acres zoned M-1

Hall County portion: 10.73 Acres zoned AR-3 and proposed for annexation

Parcel ID 08112 012001

Located along Gainesville Street

Submitted for Applicant by:

Kirk Fjelstul  
Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

## **I. INTRODUCTION**

This application seeks to rezone ±23.3 acres of land (“Property”) to a Traditional Neighborhood Development (TND) classification. The Property is “split zoned” into three zoning classifications and a portion of the Property is in unincorporated Hall County. 12.57 acres of the are in the City of Flowery Branch, of which 9.93 acres to the northwest are zoned R-1 and 2.64 acres to the southwest are zoned M-1.

The portion of the Property that is in unincorporated Hall County is the subject of the annexation application. It consists of 10.73 acres, is zoned AR-3 under the County’s ordinance and generally is the east side of the Property. It is virtually an unincorporated island, entirely surrounded by the City to the north (fronting Gainesville St.), west, and east. A small segment of the southern boundary connects to the rest of the unincorporated County through a thin sliver along the railroad.

The proposed development as shown on the site plan (“Development”) consists of up to 117 single family homes at an overall density of 5 units/acre, with amenities such as a pickleball court, dog park, and passive park. Consistent with the proposed TND zoning, the Development incorporates smaller lots with the homes located close to the street, and rear entry garages that are accessed through the use of alleys. The 5 units/acre density is well below the 6.5 units/acre maximum.

It should be noted that while the Development is consistent with both the zoning and the Character Area classification in the Comprehensive Plan, there are differences from the TND that are the result of feedback from the City, rather than the original design of the site plan. Those differences largely stem from a desire for curvilinear streets instead of block faces. The curvilinear streets result in differences from some of TND design standards and also require variances. Staff

is aware and advised the Applicant to identify variances with a chart on the site plan.

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent zone along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with TN.

The design principals for the TN Character Area emphasize little, if any, building setbacks and the principles call for porches, rear-entry garages, and smaller lots with higher density. Land uses in the TN Character Area include single-family detached dwellings and the only compatible zoning is TND. As a result, the Development and the proposed zoning are both consistent with the Comprehensive Plan.

This document is submitted as an analysis of the standards in the City's ordinance for rezonings. It also includes the statements required to preserve constitutional rights.

## **II. ANALYSIS OF ZONING STANDARDS**

### **A.**

#### **WHETHER THE PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.**

Piedmont ("Applicant") seeks to develop the Property for 117 detached single family



homes (approx. 5 units/acre). The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

## **B.**

### **WHETHER THE PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.**

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well

below the maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.

**C.**

**WHETHER THE PROPERTY TO BE AFFECTED BY THE PROPOSAL CAN BE USED IN ACCORDANCE WITH THE EXISTING REGULATIONS AND HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.**

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**D.**

**WHETHER THE PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.**

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**E.**

**WHETHER THE PROPOSAL IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN INCLUDING BUT NOT LIMITED TO THE CHARACTER AREA MAP AND FUTURE LAND USE PLAN MAP.**

The Property is in a TN Character Area designation in the Comprehensive Plan and the

TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**F.  
WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS  
AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE  
SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE  
PROPOSAL.**

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

**G.**  
**EXISTING USE(S) AND ZONING OF THE SUBJECT PROPERTY AND NEARBY PROPERTIES.**

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to intown residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

**H.**  
**EXISTING VALUE OF THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION, THE EXTENT TO WHICH THE PROPERTY VALUE OF THE SUBJECT PROPERTY IS DIMINISHED BY THE EXISTING ZONING DISTRICT, AND THE VALUE OF THE PROPERTY UNDER THE PROPOSED ZONING DISTRICT; IF SUCH INFORMATION IS PROVIDED BY THE APPLICANT OR CAN BE DISCERNED. THIS CONSIDERATION MAY INCLUDE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT OR UNUSED AS CURRENTLY ZONED AND EFFORTS TAKEN BY THE PROPERTY OWNER(S) TO USE THE PROPERTY OR SELL THE PROPERTY UNDER THE EXISTING ZONING DISTRICT CLASSIFICATION.**

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds

and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

**I.  
WHETHER A PROPOSED ZONING MAP AMENDMENT OR CONDITIONAL USE  
APPROVAL WILL BE A DETERRENT TO THE VALUE OR IMPROVEMENT OF  
DEVELOPMENT OF ADJACENT PROPERTY IN ACCORDANCE WITH EXISTING  
REGULATIONS.**

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**J.  
THE POSSIBLE CREATION OF AN ISOLATED ZONING DISTRICT UNRELATED  
TO ADJACENT AND NEARBY DISTRICTS.**

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.



**K.**  
**POSSIBLE EFFECTS OF THE CHANGE IN ZONING DISTRICT MAP, OR CHANGE  
IN USE, ON THE CHARACTER OF A ZONING DISTRICT.**

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**L.**  
**THE POSSIBLE IMPACT ON THE ENVIRONMENT, INCLUDING BUT NOT  
LIMITED TO, DRAINAGE, SOIL EROSION AND SEDIMENTATION, FLOODING,  
AIR QUALITY AND WATER QUALITY.**

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

**M.**  
**THE RELATION THAT THE PROPOSED MAP AMENDMENT OR CONDITIONAL  
USE BEARS TO THE PURPOSE OF THE OVERALL ZONING SCHEME AND THE  
PURPOSES OF THIS ZONING ORDINANCE.**

The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near

the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

### **III. NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

The Applicant respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the City of Flowery Branch County Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that not approving the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of

Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

#### **IV. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that the proposed rezoning and annexation be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City.

This 20th day of October, 2023.

Respectfully submitted,



---

Kirk Fjelstul  
Attorney for Applicant

Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

# Adjoining Property Owners

Search Results

19 Results

☐ Show Property Photos

| Parcel ID                     | Owner                                     |         | Property Address      | Map                 |
|-------------------------------|-------------------------------------------|---------|-----------------------|---------------------|
| <a href="#">08098 001019</a>  | NEDRA ANN JONES                           | 1       | 5183 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012001</a>  | MILDRED BLACK BUTLER                      | Subject | 5170 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012001A</a> | LINDA D MILLWOOD BAUGH D. LINDA           |         | 5285 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012002</a>  | ZACHARY DOUGLAS SWANSEY                   | 2       | 5259 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012003</a>  | VARCHI INNOVATIONS LLC                    | 3       | 5210 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012004</a>  | FB EVER READY, LLC                        | 4       | 5204 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012005</a>  | DOWNTOWN HOMES 2, LLC                     | 5       | 5185 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012006</a>  | FLOWERY BRANCH MINI STORAGE SVCS, LLC     | 6       | 5175 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012007</a>  | MICHAEL PRENTISS PRENTISS AMANDA MARIE    | 7       | 5216 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012008</a>  | CHATAHOOCHEE HOMES LLC                    | 8       | 5224 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 027030</a>  | BRENDA K STOUGH HANNA JEFFERY L           | 9       | 5280 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027031</a>  | ARNOLD WRIGHT                             | 10      | 5270 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027032</a>  | JOSEPH D ROARK                            | 11      | 5260 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027033</a>  | JOE DAVIDSON ROARK                        | 12      | 5254 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027034</a>  | RUSSEL MORGAN HUDGENS HUDGENS HEATHER ANN | 13      | 5248 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027035</a>  | REBECCA TRACY BAGWELL                     | 14      | 5234 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036</a>  | REBECCA TRACY BAGWELL                     | 15      | 5220 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036A</a> | W J COFER COFER MONTEZ B                  | 16      | 5206 GAINESVILLE ST   | <a href="#">Map</a> |
|                               |                                           | 17      |                       |                     |



Developed by  
 Schneider  
GEOSPATIAL



# Property Owner Inspection Authorization

Inspection Authorization

Mildred Black Butler  
106 Robertson Ct., NW  
Dawsonville, GA 30534

08112 012001 (5170 Church Street)

I, Kathy Taylor, administrator of the estate of Mildred Black Butler, hereby affirm that I solely own the above-referenced tax parcel. I also acknowledge that I am aware of the rezoning and annexation requests filed by PR Land Investments, LLC (c/o Kirk R. Fjelstul) related to the referenced property and consent to same. Please allow this document to serve as my authorization of the City of Flowery Branch staff and/or City Council to inspect the subject property.

Kathy S. Taylor

Kathy S. Taylor

Date: Oct. 14-2023

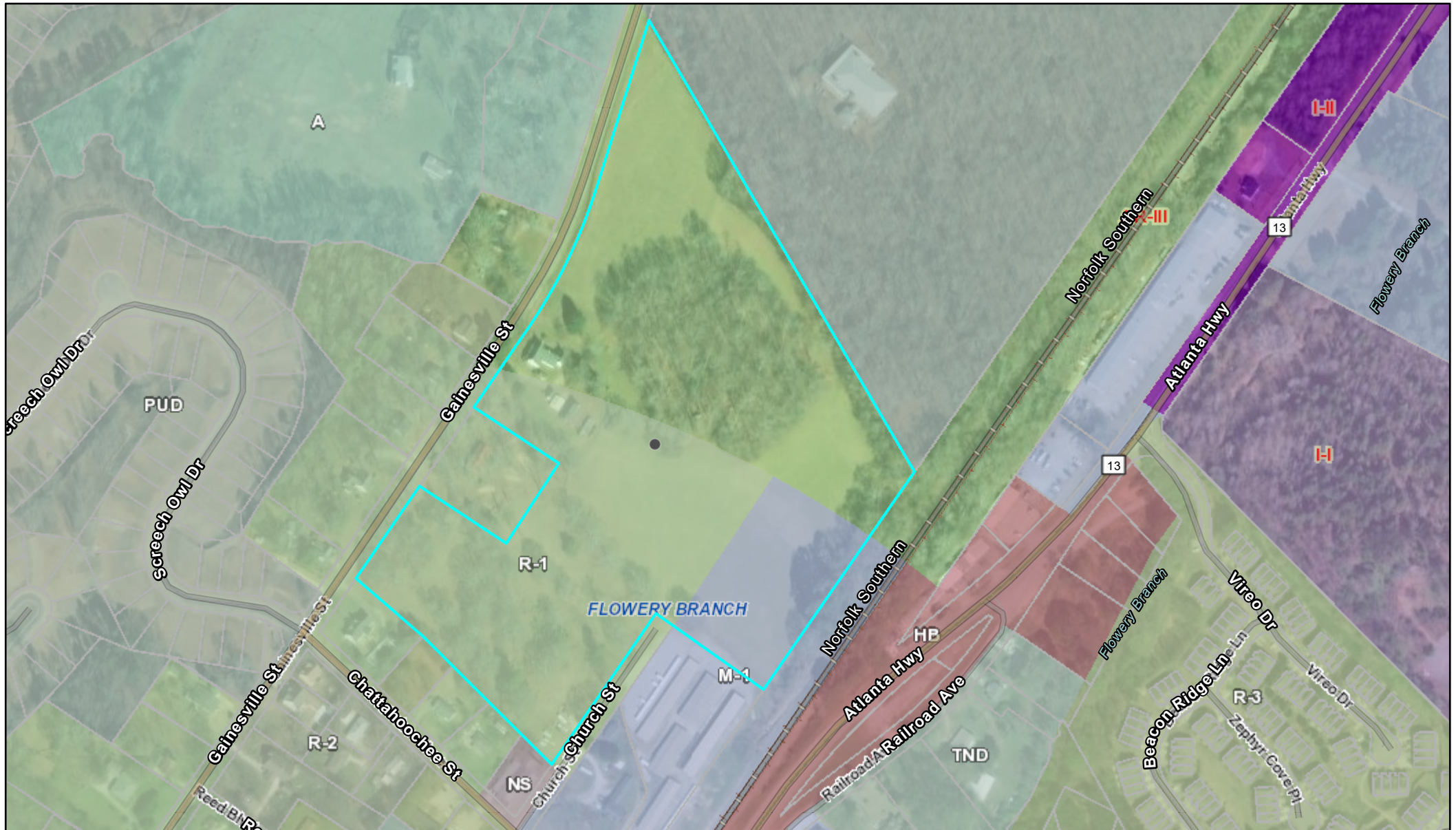
Sworn to and subscribed before me  
this 14 day of October, 2023

Vipul Gupta  
NOTARY PUBLIC

Commission Exp 02-02-2027

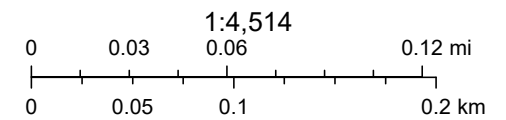


# ArcGIS Web Map



10/26/2023, 11:53:13 AM

| Oakwood Zoning |     | Flowery Branch Zoning |        | Hall County Zoning |       | Gainesville Zoning |     | Citylimits |                | Roads              |  | Legend |  |
|----------------|-----|-----------------------|--------|--------------------|-------|--------------------|-----|------------|----------------|--------------------|--|--------|--|
| A-1            | PID | A                     | NS     | AR-IV              | PCFD  | R-MF               | L-I | R-I-A      | FLOWERY BRANCH | Arterial-Collector |  |        |  |
| C-1            | POD | CBD                   | PUD    | H-B                | PID   | R-TF               | N-B | R-II       | GAINESVILLE    | Interstate         |  |        |  |
| C-2            | PRD | HB                    | R-1    | I-I                | POD   | S-S                | N-C | R-O        | GILLSVILLE     | Railway            |  |        |  |
| M-1            | R-1 | INST                  | R-2    | I-II               | PRD   | V-C                | O-I | Counties   | LULA           | Parcel Boundary    |  |        |  |
| M-2            | R-2 | M-1                   | R-3    | MHP                | R-I   | C-B                | R-B | BRASELTON  | OAKWOOD        |                    |  |        |  |
| O-P            | R-3 | M-2                   | TND    | O-I                | R-I-L | G-B                | R-I | BUFORD     | RESTHAVEN      |                    |  |        |  |
| PCD            | R-4 | MHP                   | AR-III | PCD                | R-II  | H-I                |     | CLERMONT   |                |                    |  |        |  |



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar, GHCGIS



# Church Street

Gainesville Street View  
Flowery Branch, GA







Church Street

Gainesville Street View  
Flowery Branch, GA

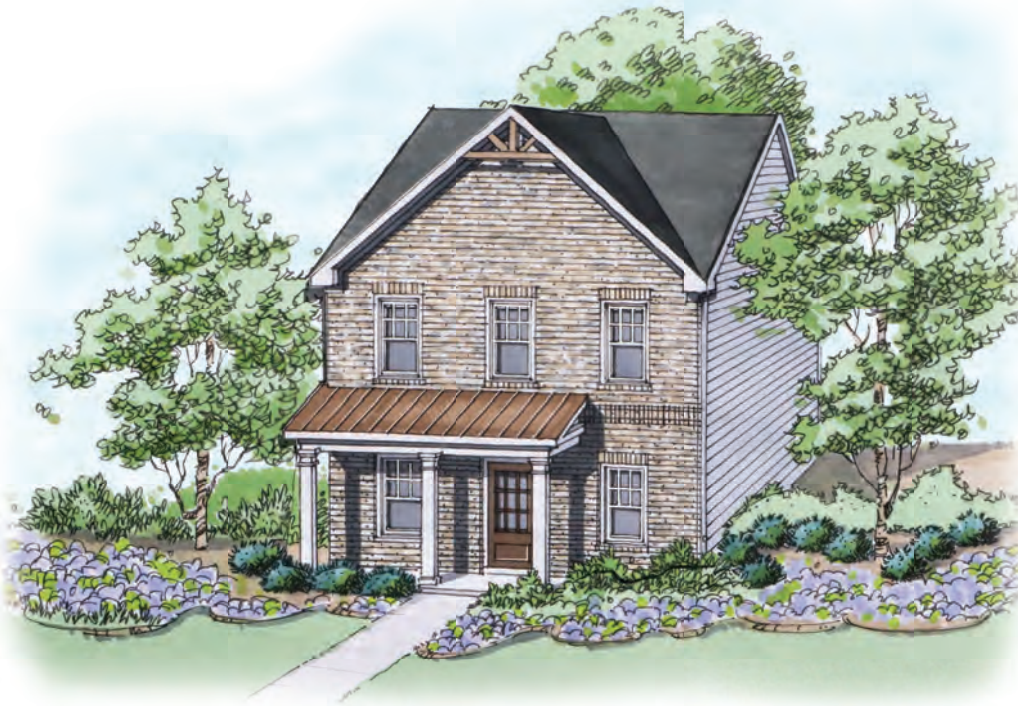


# Church Street

Gainesville Street View  
Flowery Branch, GA







FRONT ELEVATION

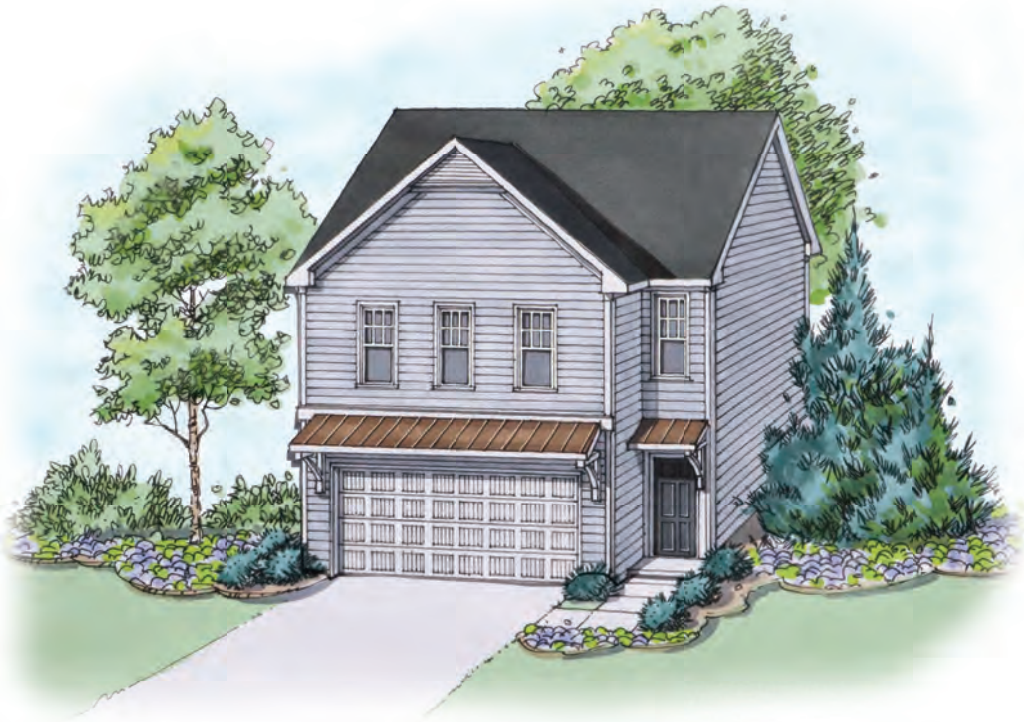


REAR ELEVATION

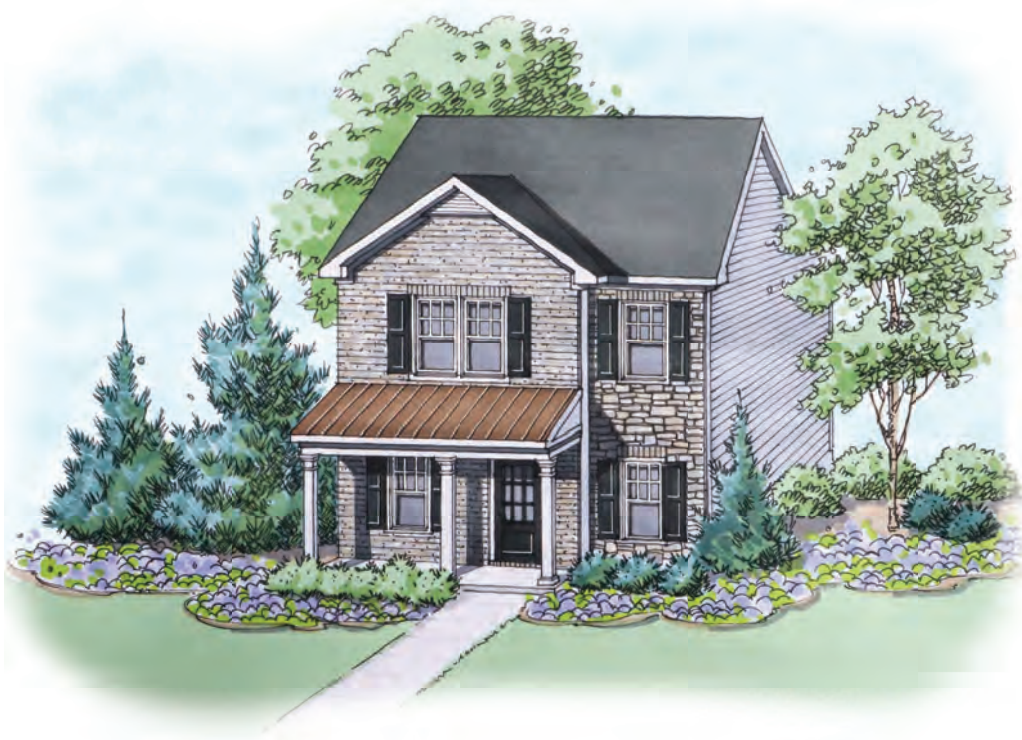




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

Brookfield - A





FRONT ELEVATION

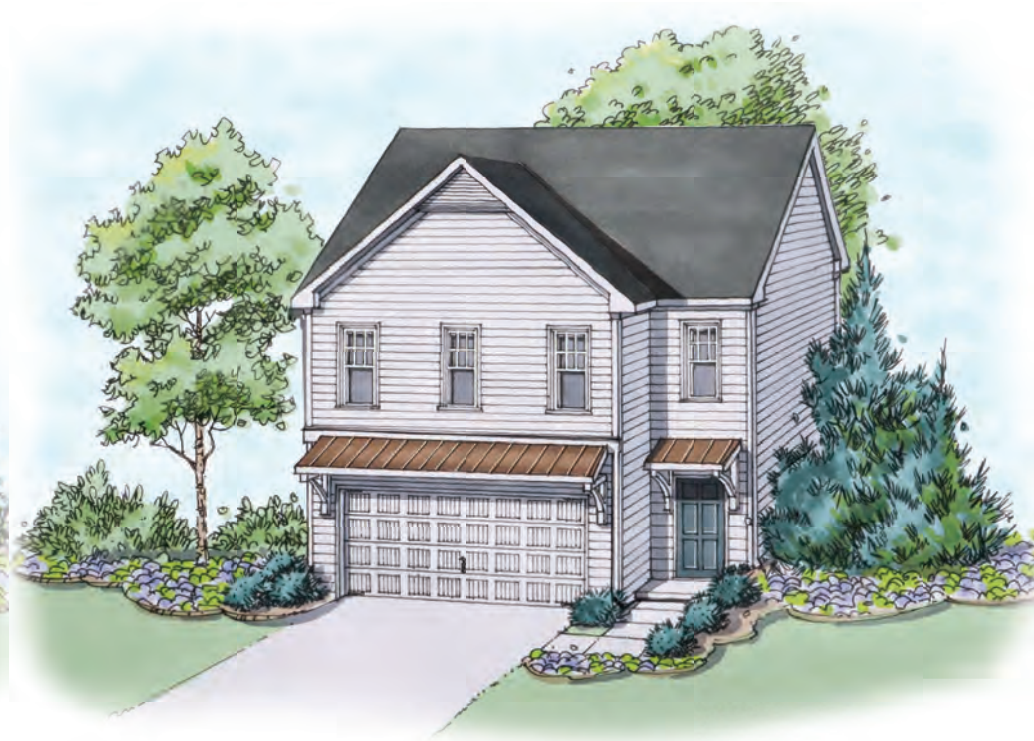


REAR ELEVATION





FRONT ELEVATION



REAR ELEVATION

Sedona - A





FRONT ELEVATION



REAR ELEVATION

Sedona - B



October 27, 2023

Hall County Board of Commissioners  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
c/o Jennifer Rivera, Commission Clerk

**Re: Notification of Intent to Annex and Rezone Land Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) business days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be annexed and rezoned is shown on the enclosed map and is described as follows:  
5170 Church Street, tax parcel identification number 08112 012001.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.

Hall County Board of Commissioners  
Annexation and Rezoning of 5704 Jim Crow Road  
October 27, 2023  
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be annexed as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, December 7, 2023, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

*Richard JE Atkinson*

Director of Planning and Community Development  
City of Flowery Branch  
[Rich@flowerybranchga.org](mailto:Rich@flowerybranchga.org)

RA/

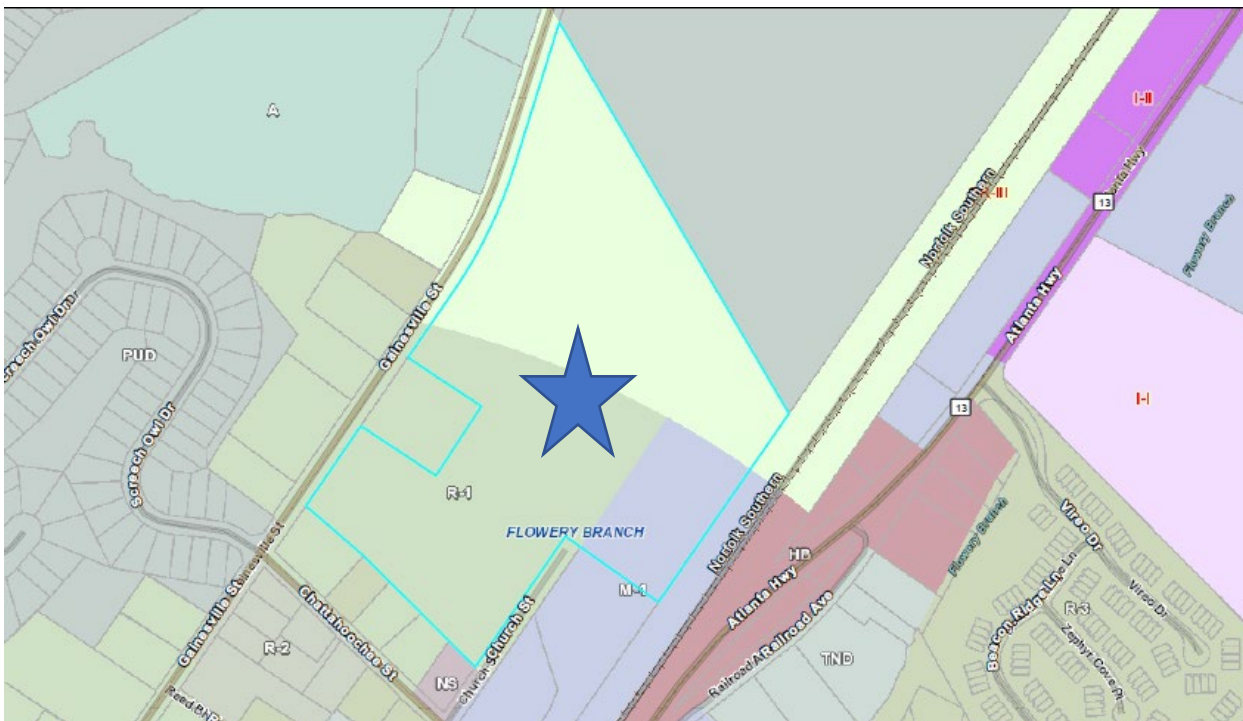
Enclosures: Site Map of Property to Annexed and Rezoned  
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney  
Randi Doveton, Director of Planning and Development





*Flowery Branch*





# Church Street

Community Site Map  
Flowery Branch, GA







**Staff Report  
5170 Church St  
Annexation & Rezoning Request  
Ordinances**

**Request**

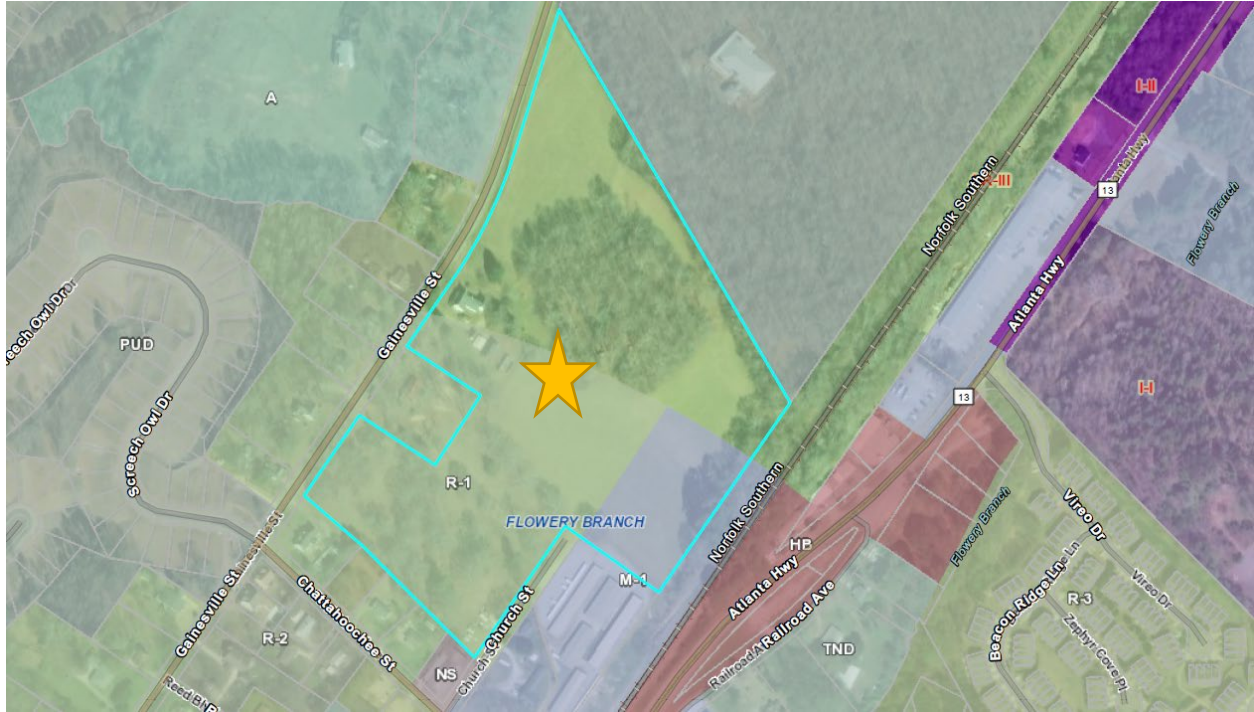
Currently, 5170 Church Street is a 23.3 +/- -acre tract of land that is partially in Hall County and partially within the city-limits of Flowery Branch. The applicant wishes to annex and subsequently rezone the 10.73 +/- acres of the unincorporated portion of the parcel from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development District (TND). If the 10.73 +/- portion of the parcel is annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land be rezoned from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development District (TND). This would result in the entire 23.3 +/- acres of tax parcel 08112 0120001, also known as 5170 Church Street, to lie within the city-limits of Flowery Branch and be zoned Traditional Neighborhood Development District (TND) The applicant wishes to construct a 117 detached single -family homes subdivision. The request includes the following concurrent variance requests:

The reduction of a portion of sidewalk widths from 8 feet to 5 feet.

The increase of impervious allowances as indicated on the accompanying chart.

The decrease of lot area as indicated on the accompanying chart.

13 lots on cul-de-sac will have front entries.









1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL COUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3 = 151 \text{ UNITS})$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENITIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.



| BLOCK A |                |        |           |                |
|---------|----------------|--------|-----------|----------------|
| Lot #   | Square Footage | % Open | % Coverag | *Variance Req. |
| 1       | 5,023          | 49.40% | 50.60%    | L,I            |
| 2       | 5,020          | 36.28% | 63.72%    | L,I            |
| 3       | 5,003          | 38.07% | 61.93%    | L,I            |
| 4       | 5,019          | 44.81% | 55.19%    | L,I            |
| 5       | 5,618          | 37.25% | 62.75%    | L,I            |
| 6       | 6,908          | 39.82% | 60.18%    | I              |
| 7       | 7,995          | 59.96% | 40.04%    | I              |
| 8       | 8,169          | 61.90% | 38.10%    | I              |
| 9       | 6,713          | 56.82% | 43.18%    | I              |
| 10      | 8,216          | 81.69% | 18.31%    | I              |
| 11      | 7,929          | 80.15% | 19.85%    | I              |
| 12      | 12,273         | 89.26% | 10.74%    | I              |
| 13      | 7,513          | 64.54% | 35.46%    | I              |
| 14      | 6,207          | 49.82% | 50.18%    | L,I            |
| 15      | 7,531          | 50.41% | 49.59%    | I              |
| 16      | 6,895          | 51.47% | 48.53%    | I              |
| 17      | 7,034          | 51.76% | 48.24%    | I              |
| 18      | 5,027          | 43.58% | 56.42%    | L,I            |
| 19      | 6,425          | 46.22% | 53.78%    | L,I            |
| 20      | 7,719          | 58.74% | 41.26%    | I              |
| 21      | 6,256          | 41.07% | 58.93%    | L,I            |
| 22      | 6,726          | 48.87% | 51.13%    | I              |
| 23      | 5,992          | 44.13% | 55.87%    | L,I            |
| 24      | 7,592          | 57.93% | 42.07%    | I              |
| 25      | 6,194          | 46.67% | 53.33%    | L,I            |
| 26      | 5,000          | 44.27% | 55.73%    | L,I            |
| 27      | 5,001          | 39.56% | 60.44%    | L,I            |
| 28      | 6,898          | 49.11% | 50.89%    | I              |
| 29      | 6,397          | 47.98% | 52.02%    | L,I            |
| 30      | 6,397          | 50.64% | 49.36%    | L,I            |
| 31      | 7,094          | 49.47% | 50.53%    | I              |
| 32      | 6,397          | 47.56% | 52.44%    | L,I            |
| 33      | 5,751          | 48.96% | 51.04%    | L,I            |
| 34      | 5,025          | 39.97% | 60.03%    | L,I            |
| 35      | 5,025          | 39.97% | 60.03%    | L,I            |
| 36      | 5,025          | 44.53% | 55.47%    | L,I            |
| 37      | 5,025          | 40.10% | 59.90%    | L,I            |
| 38      | 5,481          | 42.66% | 57.34%    | L,I            |
| 39      | 8,319          | 46.37% | 53.63%    | I              |

| BLOCK A |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 40      | 9,746          | 54.78%       | 45.22%    |                |
| 41      | 6,951          | 57.10%       | 42.90%    |                |
| 42      | 6,384          | 59.07%       | 40.93%    | L,I            |
| 43      | 5,276          | 52.91%       | 47.09%    | L,I            |
| 44      | 5,202          | 46.50%       | 53.50%    | L,I            |
| 45      | 6,885          | 58.35%       | 41.65%    | I              |
| 46      | 7,201          | 74.73%       | 25.27%    |                |
| 47      | 5,503          | 71.49%       | 28.51%    | L,I            |
| 48      | 6,009          | 78.26%       | 21.74%    | L,I            |
| 49      | 7,126          | 81.47%       | 18.53%    |                |
| 50      | 16,408         | 92.12%       | 7.88%     |                |
| 51      | 24,261         | 94.66%       | 5.34%     |                |
| 52      | 8,860          | 85.41%       | 14.59%    |                |
| 53      | 6,786          | 81.02%       | 18.98%    |                |
| 54      | 8,721          | 84.95%       | 15.05%    |                |
| 55      | 9,100          | 74.02%       | 25.98%    |                |
| 56      | 6,325          | 32.22%       | 67.78%    | L,I            |
| 57      | 6,671          | 50.64%       | 49.36%    | L,I            |
| 58      | 6,882          | 54.48%       | 45.52%    | I              |
| 59      | 5,632          | 49.67%       | 50.33%    | L,I            |
| 60      | 5,612          | 50.90%       | 49.10%    | L,I            |
| 61      | 5,629          | 48.00%       | 52.00%    | L,I            |
| 62      | 5,585          | 51.72%       | 48.28%    | L,I            |
| 63      | 7,250          | 64.77%       | 35.23%    | I              |
| 64      | 5,347          | 50.54%       | 49.46%    | L,I            |
| 65      | 5,628          | 52.14%       | 47.86%    | L,I            |
| 66      | 5,925          | 50.11%       | 49.89%    | L,I            |
| 67      | 5,025          | 48.29%       | 51.71%    | L,I            |
| 68      | 5,191          | 43.11%       | 56.89%    | L,I            |
| 69      | 5,534          | 47.27%       | 52.73%    | L,I            |
| 70      | 6,068          | 45.02%       | 54.98%    | L,I            |
| 71      | 9,905          | 46.97%       | 53.03%    | I              |
| 72      | 5,805          | 49.38%       | 50.62%    | L,I            |
| 73      | 5,160          | 47.30%       | 52.70%    | L,I            |
| 74      | 5,862          | 48.29%       | 51.71%    | L,I            |
| 75      | 5,450          | 49.62%       | 50.38%    | L,I            |
| 76      | 5,450          | 45.55%       | 54.45%    | L,I            |
| 77      | 6,760          | 59.30%       | 40.70%    | I              |



| BLOCK B |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,089          | 50.05%       | 49.95%    | L,I            |
| 2       | 5,001          | 42.50%       | 57.50%    | L,I            |
| 3       | 5,041          | 43.40%       | 56.60%    | L,I            |
| 4       | 5,084          | 48.16%       | 51.84%    | L,I            |
| 5       | 5,657          | 29.95%       | 70.05%    | L,I            |
| 6       | 5,317          | 44.04%       | 55.96%    | L,I            |
| 7       | 5,146          | 51.35%       | 48.65%    | L,I            |
| 8       | 5,334          | 58.88%       | 41.12%    | L,I            |
| 9       | 5,621          | 58.52%       | 41.48%    | L,I            |
| 10      | 5,791          | 59.35%       | 40.65%    | L,I            |
| 11      | 5,752          | 58.92%       | 41.08%    | L,I            |
| 12      | 5,903          | 58.65%       | 41.35%    | L,I            |
| 13      | 6,558          | 62.93%       | 37.07%    | L,I            |
| 14      | 9,140          | 71.29%       | 28.71%    |                |
| 15      | 9,085          | 68.76%       | 31.24%    |                |
| 16      | 7,438          | 59.92%       | 40.08%    | I              |
| 17      | 9,120          | 60.83%       | 39.17%    | I              |
| 18      | 5,999          | 40.78%       | 59.22%    | L,I            |
| 19      | 5,938          | 39.81%       | 60.19%    | L,I            |
| 20      | 5,877          | 41.07%       | 58.93%    | L,I            |
| 21      | 7,585          | 57.93%       | 42.07%    | I              |
| 22      | 7,538          | 54.25%       | 45.75%    | I              |
| 23      | 7,540          | 57.17%       | 42.83%    | I              |
| 24      | 10,377         | 49.60%       | 50.40%    | I              |
| 25      | 7,231          | 58.73%       | 41.27%    | I              |
| 26      | 5,045          | 47.54%       | 52.46%    | L,I            |
| 27      | 5,037          | 43.29%       | 56.71%    | L,I            |
| 28      | 5,389          | 51.51%       | 48.49%    | L,I            |

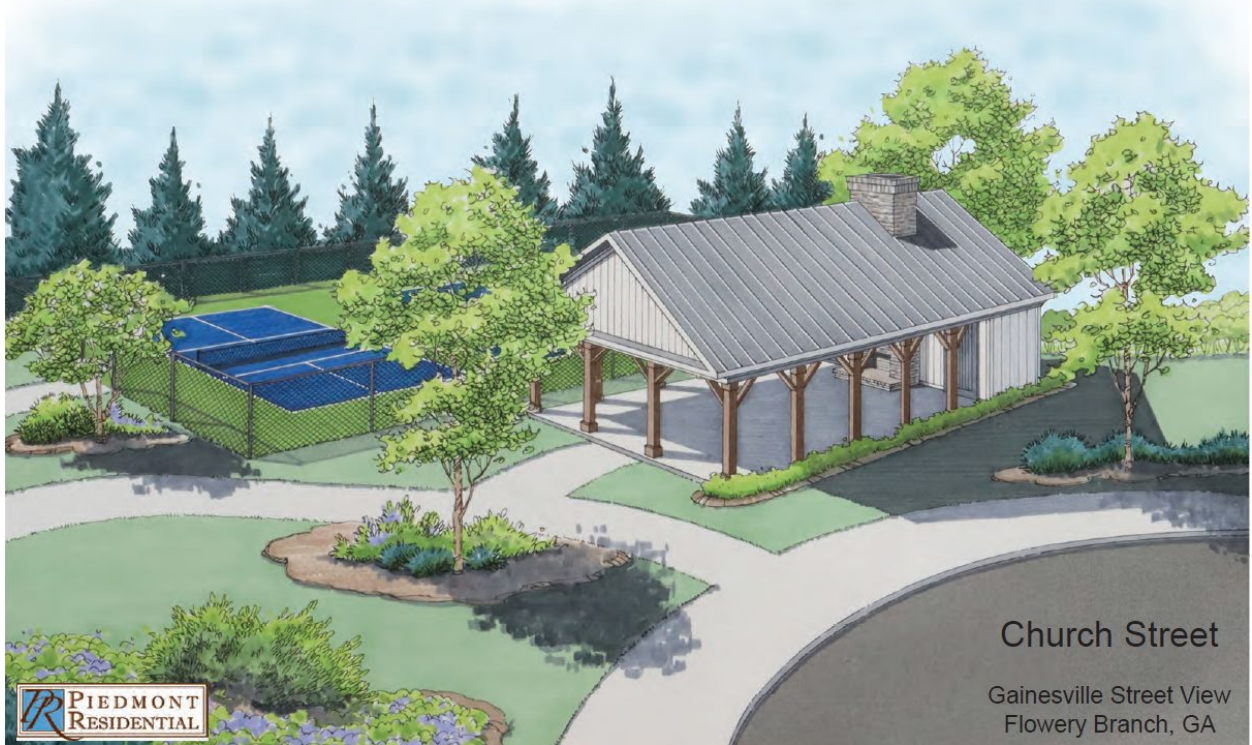
| BLOCK C |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,221          | 49.53%       | 50.47%    | L,I            |
| 2       | 5,058          | 45.03%       | 54.97%    | L,I            |
| 3       | 5,238          | 47.35%       | 52.65%    | L,I            |
| 4       | 5,155          | 58.90%       | 41.10%    | L,I            |
| 5       | 5,287          | 55.50%       | 44.50%    | L,I            |
| 6       | 5,134          | 35.66%       | 64.34%    | L,I            |
| 7       | 5,134          | 39.00%       | 61.00%    | L,I            |
| 8       | 5,199          | 52.41%       | 47.59%    | L,I            |
| 9       | 5,691          | 51.22%       | 48.78%    | L,I            |
| 10      | 5,648          | 50.52%       | 49.48%    | L,I            |
| 11      | 6,493          | 52.15%       | 47.85%    | L,I            |
| 12      | 7,768          | 53.06%       | 46.94%    | I              |

| OUTPARCELS |                |              |           |                |
|------------|----------------|--------------|-----------|----------------|
| Lot #      | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1          | 21,719         | 74.22%       | 25.78%    |                |
| 2          | 22,399         | 85.84%       | 14.16%    |                |
| 3          | 11,298         | 79.42%       | 20.58%    |                |
| 4          | 14,031         | 42.84%       | 57.16%    | I              |

\*LOT VARIANCE REQUESTS  
 L = LOT REDUCTION  
 I = IMPERVIOUS INCREASE

Renderings:





Church Street  
Gainesville Street View  
Flowery Branch, GA



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

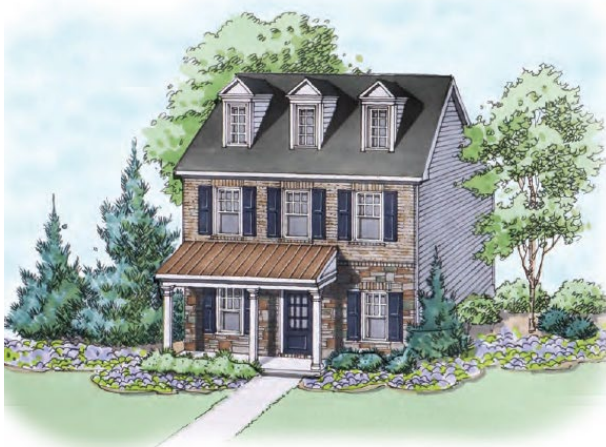




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

### **Proposed Schedule**

December 7, 2023 – Public Hearing  
December 21, 2023 - Work Session (if requested)  
January 4, 2023 – First Read and First Vote  
January 18, 2023 – Work Session (if requested)  
February 1, 2023- Second Read and Final Vote





## **Comprehensive Plan**



---

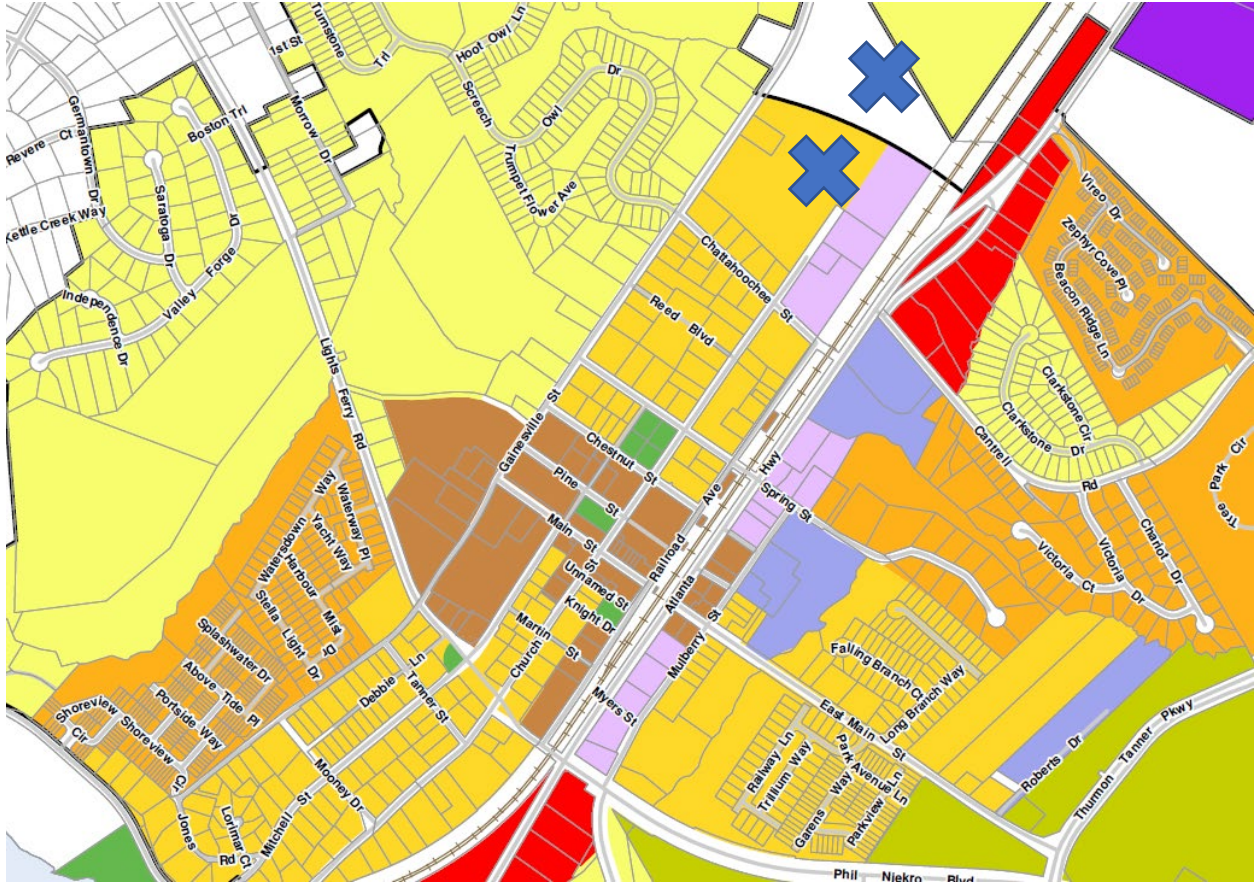
### Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City's policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

---



Traditional Neighborhood



## Traditional Neighborhood

The Traditional Neighborhood character area includes the in-town residential areas around the downtown core of Old Town.

### *Vision*

Maintain the character and development pattern of the originally settled neighborhoods of Flowery Branch, with sensitive residential in-fill development and careful improvements where required including new sidewalks, street trees, and other pedestrian-friendly streetscape features.

### *Design Principles*

- Little if any building setbacks from city streets
- Rectangular or square blocks and lots, and block lengths should not exceed 800 feet without intervening (mid-block) pedestrian footpaths
- Narrow streets in a grid-like pattern with shade trees
- Building facades emphasize porches
- Rear entry garage or detached rear garage, with the exception that a garage may be recessed behind the front façade if off-street parking must be directly accessed from the street and directly facing the street
- Wide sidewalks
- Smaller lots/higher density than Suburban Residential
- Provision of public greens or common areas when new neighborhoods are created
- Design review required for compatibility with existing residences

### *Land Uses*

- Primarily single-family detached dwellings
- Townhouses may be allowed
- Greens, plazas, and pocket parks incorporated into development plans

### *Zoning*

- TND, Traditional Neighborhood Development

### *Illustrative Photos*



The proposed development meets the intent of the Comprehensive Plan. The size and scope of the proposed project would blend in with the surrounding area as it is residential in nature.





## **Analysis**

### Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

#### Applicant comment

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD. It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

Yes, a residential use is appropriate for this site and the surrounding area.

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

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TND Character Area designation for this Property, and the Development density of 5 units/acre is well below the





maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.  
**The development will not adversely affect the area.**

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

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**The current zoning may not be feasible for the growing economy need.**

- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**It is staff's opinion that the use will not create any unnecessary burdens.**

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

The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**The adjoining area is called by future land use map as "Traditional Neighborhood" character area. This project which is proposed to rezone as TND will meet the general intent of the comprehensive plan.**

- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't



be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

Not to staff's knowledge, no.

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

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential areas and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

Currently vacant, the proposed use will fit in with the surrounding residential uses.

- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. By accommodating more residents, it will boost local economic development.

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area



designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and will have a positive impact on the housing mix by providing age restricted housing.

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

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

Agree

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

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.

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

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.



- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

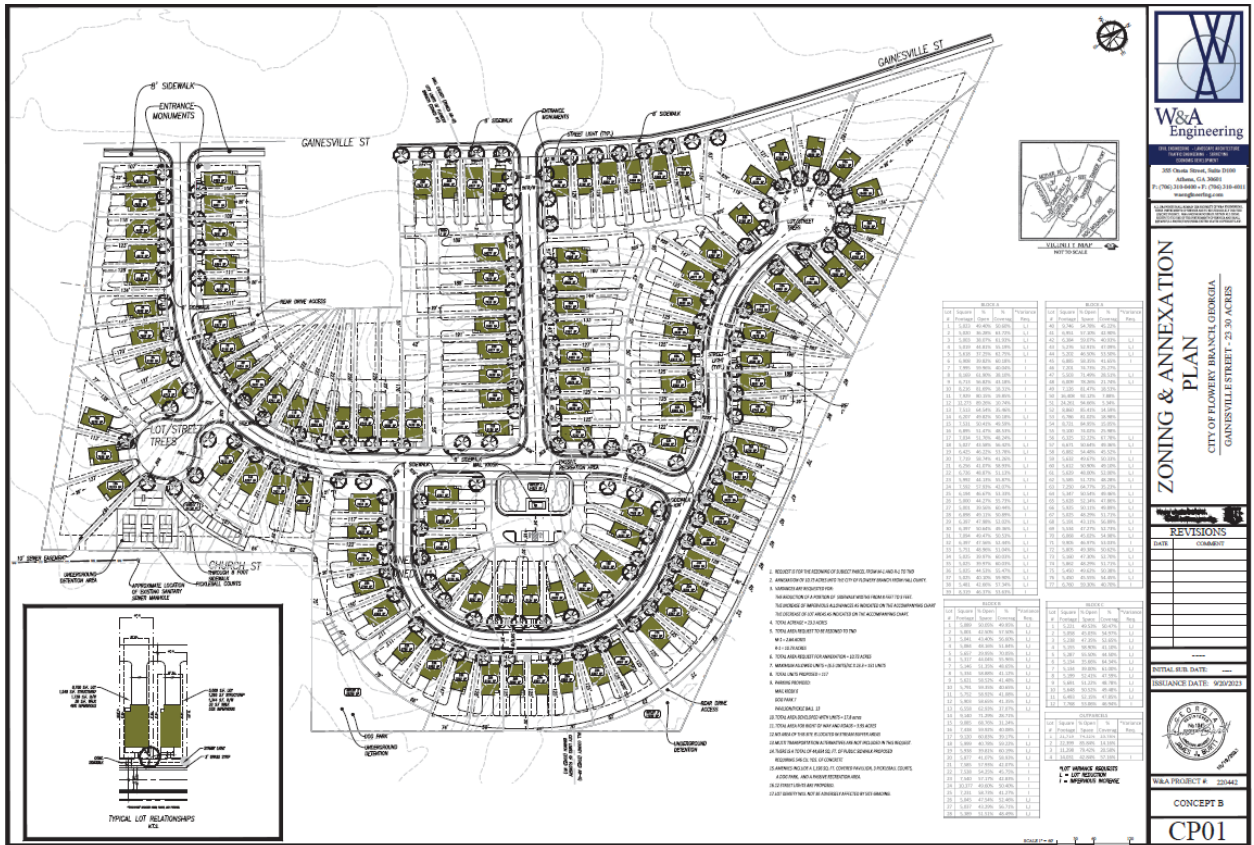
The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.

### **Recommendation**

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan as shown below:





- 19



- D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
- 9.

Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

## **ORDINANCE NO. 706**

**AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, REAL PROPERTY TOTALING 10.73 +/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR, IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08100 001003A AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Kathy S. Taylor owns the subject parcel of land identified as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit “A”, and as described on Exhibit “B”; and

**WHEREAS**, the City Council of the City of Flowery Branch has considered the application of Kathy S. Taylor and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City’s corporate limits; and

**WHEREAS**, said parcels of land identified as Parcel Tax Identification No. 08112 0120001 is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

**WHEREAS**, Kathy S. Taylor has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the subject parcels being considered to be annexed, is included in the application; and

**WHEREAS**, the City Council held a public hearing at the meeting of December 7, 2023, 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. RECITALS.**

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

### **SECTION 2. ANNEXATION.**

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia real parcels of land known as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit “A”, and as described on Exhibit “B”. Said Exhibits are incorporated by reference as if fully set forth herein.

**SECTION 3. CERTIFICATION BY THE CITY CLERK**

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

**SECTION 4. SEVERABILITY.**

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

**SECTION 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be February 15<sup>th</sup>, 2024

**SECTION 6. REPEALER.**

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

Approved this 15th day of February, 2024.

---

Edward R. Asbridge, Mayor

---

Shelia R. Cooper, City Clerk

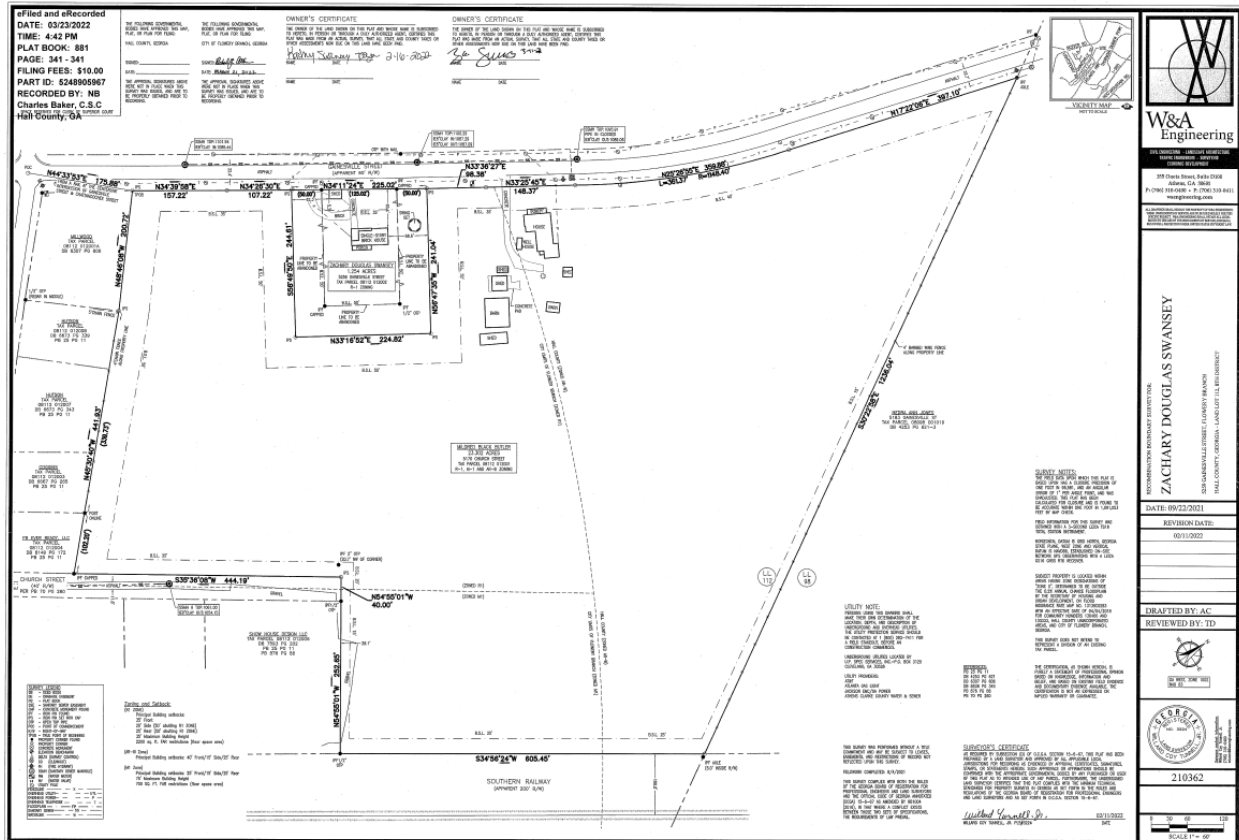
APPROVED AS TO FORM

---

Ted C. Baggett, City Attorney



# Exhibit "A"



## Exhibit "B"

### Overall Acreage of Property

#### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;  
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;  
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;  
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;  
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);  
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;  
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;

thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Second Reading of Ordinance 707 for a Rezoning Request submitted by PR Land Investment.

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### HISTORY:

.

---

---

#### FACTS AND ISSUES:

annexation and rezoning of 10.73 +/- acres of the remaining unincorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001, from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development (TND). If annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land known as 5170 Church Street and described as tax parcel identification number 08112 012001 from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development (TND) and construct 117 detached single -family homes.

---

---

#### OPTIONS:

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Work Session and Second Read and Vote

---

---

#### SAMPLE MOTION:

Work Session and Second Read and Vote

---

---

#### COLLABORATING DEPARTMENT:

Planning

---

---

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### ATTACHMENTS

- 02 Piedmont Residential Rezoning App - 5170 Church st..pdf
- 03 5170 Church st GIS map.pdf
- 04 Church Street 3D Renderings 11.8.2023(43636486.1).pdf
- 05 Letter to Hall County.pdf
- 06 Church Street Site Rendering 11-14-2023.pdf
- Staff Report 5170 Church St.pdf
- Ordinance 707 – Rezoning to Piedmont Residential at 5170 Church Street.pdf



## REZONING APPLICATION

**Date:** 10.4.2023

**Address of Request:**

5170 Church Street, Flowery Branch, GA 30542

Tax Map # 08112 012001 Current Zoning: AR-III, R-1 and M-1

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

Currently a conforming use? Yes.

Any conditions of zoning, CUP's, etc.? None.

**Applicant Information**

Name: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address: 1105 W. Peachtree Street, NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: 

Notary: Kirk R. Fjelstul - Smith, Gambrell, and Russell, LLP







Property owner information (if different than the applicant)

Property owner (please print): Kathy S. Taylor

Signature of property owner: Kathy S. Taylor

Notary:



Wendy Giglia  
exp 10/09/2027

### Property Information

Tax Map Number: 08112 012001

Current Zoning: AR-III, R-1 and M-1 Total Acres: 23.30

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

Proposed City of Flowery Branch Zoning: TND (Traditional Neighborhood Development)

Current Use: Single-Family detached residential

**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





## REZONING APPLICATION

**Date:** 10.4.2023

**Address of Request:**

5170 Church Street, Flowery Branch, GA 30542

Tax Map # 08112 012001 Current Zoning: AR-III, R-1 and M-1

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

Currently a conforming use? Yes.

Any conditions of zoning, CUP's, etc.? None.

**Applicant Information**

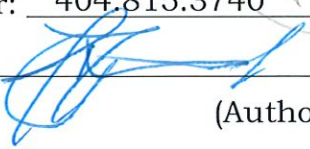
Name: PR Land Investments, LLC, c/o Kirk R. Fjelstul - Smith, Gambrell,  
and Russell, LLP

Address:

1105 W. Peachtree Street, NE, Suite 1000, Atlanta, GA 30309

E-mail address: kfjelstul@sgrlaw.com

Phone number: 404.815.3740

Signature: 

Notary:

(Authorized Agent for PR Land Investments, LLC)



# Legal Description

## Overall Acreage of Property

### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;

thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;

thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;

thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;

thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;

thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;

thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;

thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);

thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);

thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;

thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;

thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.



## Portion of property to be Annexed

### Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.

# Survey

Hall County, GA

\_\_\_\_\_



# Site Plan





# Letter of Intent

**STATEMENT OF INTENT**  
**IMPACT ANALYSIS**

and

Other Material Required by  
The City of Flowery Branch, Georgia Zoning Code  
for the Annexation and Rezoning Application

of

**PIEDMONT RESIDENTIAL, LLC**

Application

Total area to be Rezoned to Traditional Neighborhood Design (TND): ± 23.3 Acres

Consisting of

Flowery Branch portion: 9.93 Acres zoned R-1 and 2.64 Acres zoned M-1

Hall County portion: 10.73 Acres zoned AR-3 and proposed for annexation

Parcel ID 08112 012001

Located along Gainesville Street

Submitted for Applicant by:

Kirk Fjelstul  
Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

## **I. INTRODUCTION**

This application seeks to rezone ±23.3 acres of land (“Property”) to a Traditional Neighborhood Development (TND) classification. The Property is “split zoned” into three zoning classifications and a portion of the Property is in unincorporated Hall County. 12.57 acres of the are in the City of Flowery Branch, of which 9.93 acres to the northwest are zoned R-1 and 2.64 acres to the southwest are zoned M-1.

The portion of the Property that is in unincorporated Hall County is the subject of the annexation application. It consists of 10.73 acres, is zoned AR-3 under the County’s ordinance and generally is the east side of the Property. It is virtually an unincorporated island, entirely surrounded by the City to the north (fronting Gainesville St.), west, and east. A small segment of the southern boundary connects to the rest of the unincorporated County through a thin sliver along the railroad.

The proposed development as shown on the site plan (“Development”) consists of up to 117 single family homes at an overall density of 5 units/acre, with amenities such as a pickleball court, dog park, and passive park. Consistent with the proposed TND zoning, the Development incorporates smaller lots with the homes located close to the street, and rear entry garages that are accessed through the use of alleys. The 5 units/acre density is well below the 6.5 units/acre maximum.

It should be noted that while the Development is consistent with both the zoning and the Character Area classification in the Comprehensive Plan, there are differences from the TND that are the result of feedback from the City, rather than the original design of the site plan. Those differences largely stem from a desire for curvilinear streets instead of block faces. The curvilinear streets result in differences from some of TND design standards and also require variances. Staff



is aware and advised the Applicant to identify variances with a chart on the site plan.

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent zone along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with TN.

The design principals for the TN Character Area emphasize little, if any, building setbacks and the principles call for porches, rear-entry garages, and smaller lots with higher density. Land uses in the TN Character Area include single-family detached dwellings and the only compatible zoning is TND. As a result, the Development and the proposed zoning are both consistent with the Comprehensive Plan.

This document is submitted as an analysis of the standards in the City's ordinance for rezonings. It also includes the statements required to preserve constitutional rights.

## **II. ANALYSIS OF ZONING STANDARDS**

### **A.**

#### **WHETHER THE PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.**

Piedmont ("Applicant") seeks to develop the Property for 117 detached single family

homes (approx. 5 units/acre). The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

## **B.**

### **WHETHER THE PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.**

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well

below the maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown.

**C.**

**WHETHER THE PROPERTY TO BE AFFECTED BY THE PROPOSAL CAN BE USED IN ACCORDANCE WITH THE EXISTING REGULATIONS AND HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.**

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**D.**

**WHETHER THE PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.**

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**E.**

**WHETHER THE PROPOSAL IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN INCLUDING BUT NOT LIMITED TO THE CHARACTER AREA MAP AND FUTURE LAND USE PLAN MAP.**

The Property is in a TN Character Area designation in the Comprehensive Plan and the

TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**F.  
WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS  
AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE  
SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE  
PROPOSAL.**

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.



**G.  
EXISTING USE(S) AND ZONING OF THE SUBJECT PROPERTY AND NEARBY  
PROPERTIES.**

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to intown residential areas near the downtown. TN is also intended to be next to other residential and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

**H.  
EXISTING VALUE OF THE PROPERTY UNDER THE EXISTING ZONING  
DISTRICT CLASSIFICATION, THE EXTENT TO WHICH THE PROPERTY VALUE  
OF THE SUBJECT PROPERTY IS DIMINISHED BY THE EXISTING ZONING  
DISTRICT, AND THE VALUE OF THE PROPERTY UNDER THE PROPOSED  
ZONING DISTRICT; IF SUCH INFORMATION IS PROVIDED BY THE APPLICANT  
OR CAN BE DISCERNED. THIS CONSIDERATION MAY INCLUDE THE LENGTH  
OF TIME THE PROPERTY HAS BEEN VACANT OR UNUSED AS CURRENTLY  
ZONED AND EFFORTS TAKEN BY THE PROPERTY OWNER(S) TO USE THE  
PROPERTY OR SELL THE PROPERTY UNDER THE EXISTING ZONING DISTRICT  
CLASSIFICATION.**

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds

and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

**I.  
WHETHER A PROPOSED ZONING MAP AMENDMENT OR CONDITIONAL USE  
APPROVAL WILL BE A DETERRENT TO THE VALUE OR IMPROVEMENT OF  
DEVELOPMENT OF ADJACENT PROPERTY IN ACCORDANCE WITH EXISTING  
REGULATIONS.**

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**J.  
THE POSSIBLE CREATION OF AN ISOLATED ZONING DISTRICT UNRELATED  
TO ADJACENT AND NEARBY DISTRICTS.**

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

**K.**  
**POSSIBLE EFFECTS OF THE CHANGE IN ZONING DISTRICT MAP, OR CHANGE  
IN USE, ON THE CHARACTER OF A ZONING DISTRICT.**

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

**L.**  
**THE POSSIBLE IMPACT ON THE ENVIRONMENT, INCLUDING BUT NOT  
LIMITED TO, DRAINAGE, SOIL EROSION AND SEDIMENTATION, FLOODING,  
AIR QUALITY AND WATER QUALITY.**

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

**M.**  
**THE RELATION THAT THE PROPOSED MAP AMENDMENT OR CONDITIONAL  
USE BEARS TO THE PURPOSE OF THE OVERALL ZONING SCHEME AND THE  
PURPOSES OF THIS ZONING ORDINANCE.**

The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near

the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

### **III. NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

The Applicant respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the City of Flowery Branch County Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that not approving the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of



Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

#### **IV. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that the proposed rezoning and annexation be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City.

This 20th day of October, 2023.

Respectfully submitted,



---

Kirk Fjelstul  
Attorney for Applicant

Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500

# Disclosures



- 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

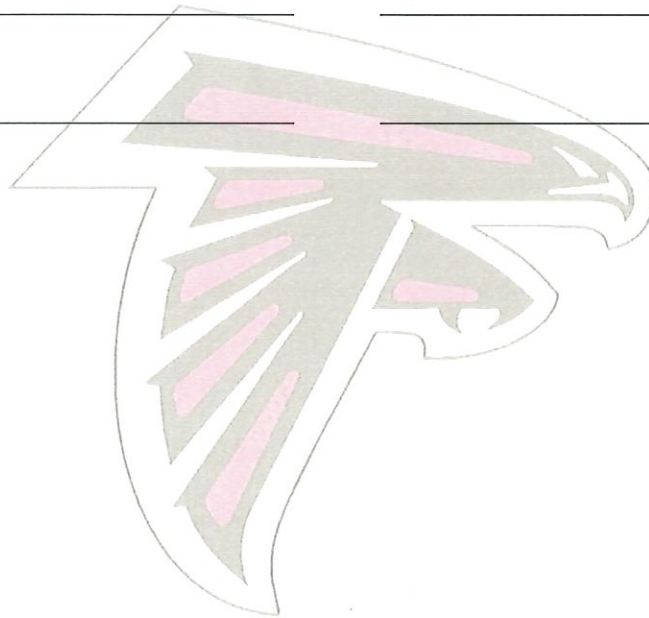
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of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





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

### **Conflict of Interest Disclosure**

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

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

N/A

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

N/A

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

N/A



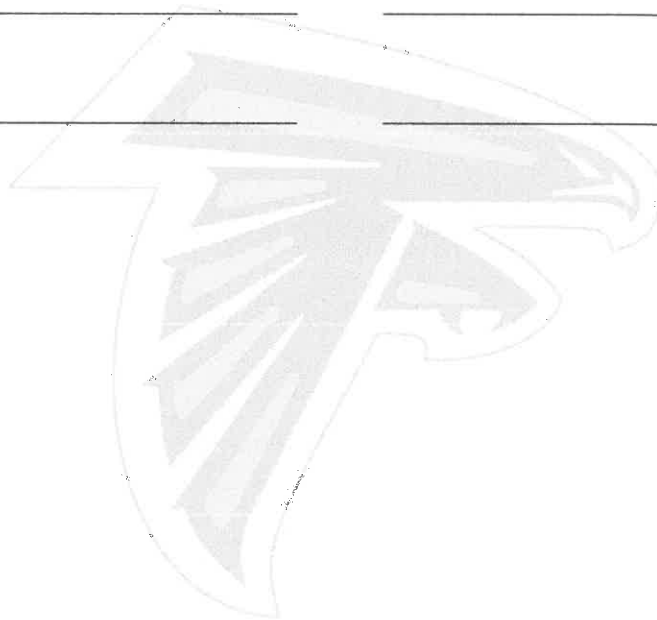
**Disclosure of Campaign Contributions**

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

Elected Officials Name

Amount of Description of Gift

N/A



**CITY STAFF ONLY**

Application Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_



- 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

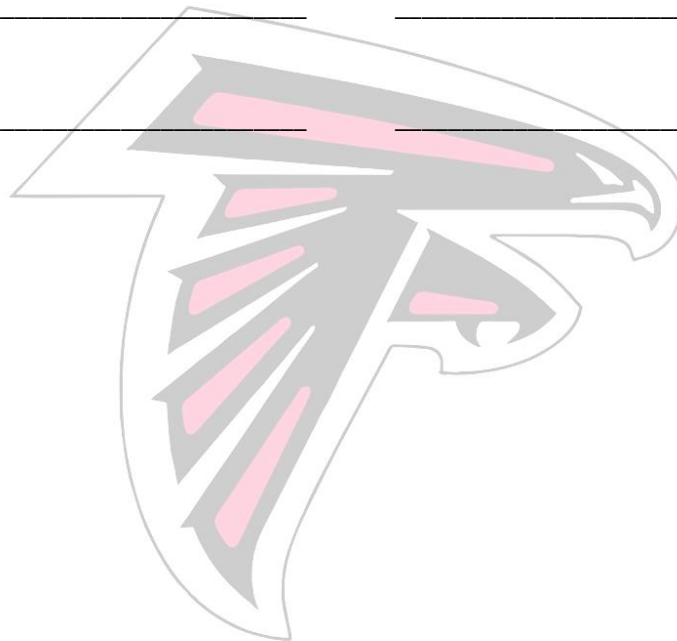
---



### 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: \_\_\_\_\_





- 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

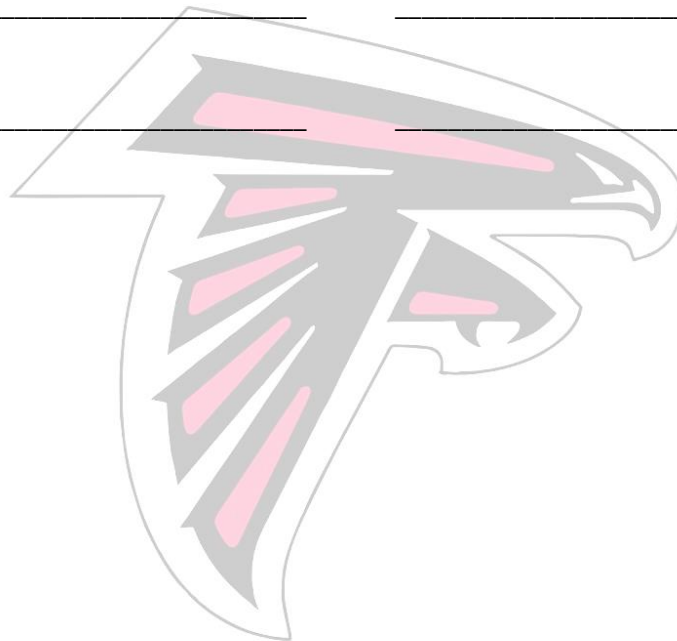
---



### 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: \_\_\_\_\_



- 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

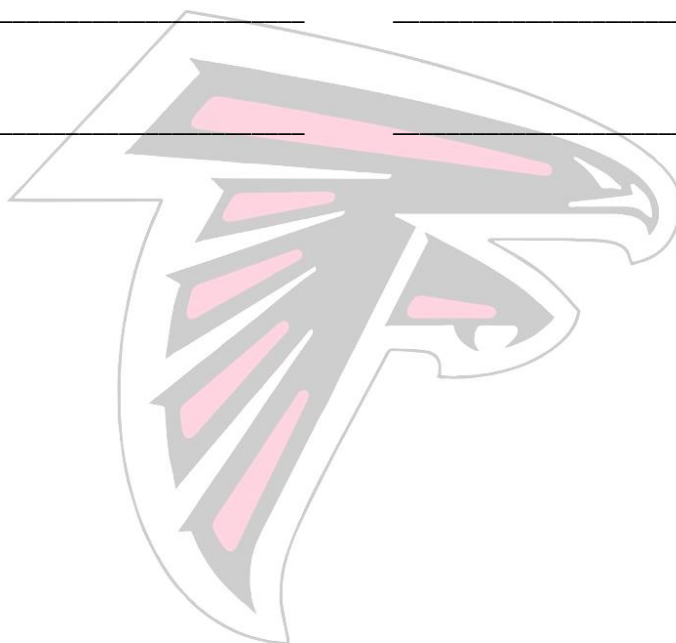
---



### 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: \_\_\_\_\_





- 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

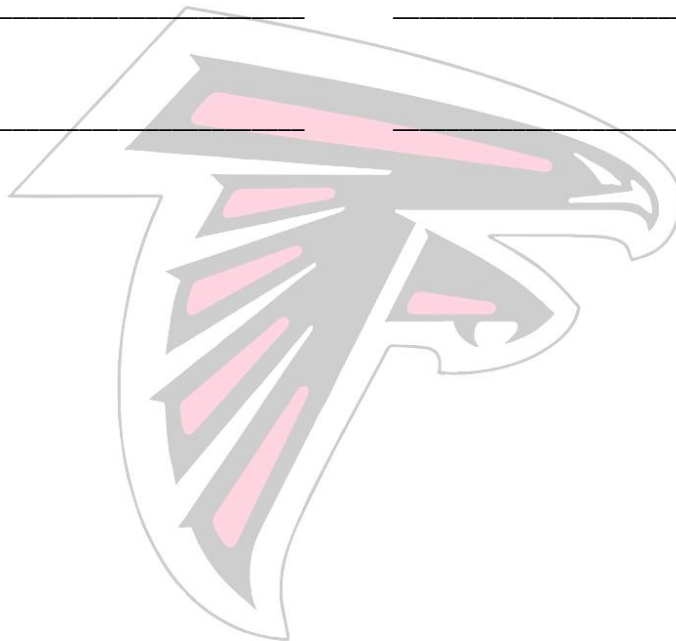
---



### 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: \_\_\_\_\_

# Adjoining Property Owners

Search Results

19 Results

☐ Show Property Photos

| Parcel ID                     | Owner                                     |         | Property Address      | Map                 |
|-------------------------------|-------------------------------------------|---------|-----------------------|---------------------|
| <a href="#">08098 001019</a>  | NEDRA ANN JONES                           | 1       | 5183 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012001</a>  | MILDRED BLACK BUTLER                      | Subject | 5170 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012001A</a> | LINDA D MILLWOOD BAUGH D. LINDA           |         | 5285 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012002</a>  | ZACHARY DOUGLAS SWANSEY                   | 2       | 5259 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 012003</a>  | VARCHI INNOVATIONS LLC                    | 3       | 5210 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012004</a>  | FB EVER READY, LLC                        | 4       | 5204 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012005</a>  | DOWNTOWN HOMES 2, LLC                     | 5       | 5185 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012006</a>  | FLOWERY BRANCH MINI STORAGE SVCS, LLC     | 6       | 5175 CHURCH ST        | <a href="#">Map</a> |
| <a href="#">08112 012007</a>  | MICHAEL PRENTISS PRENTISS AMANDA MARIE    | 7       | 5216 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 012008</a>  | CHATAHOOCHEE HOMES LLC                    | 8       | 5224 CHATTAHOOCHEE ST | <a href="#">Map</a> |
| <a href="#">08112 027030</a>  | BRENDA K STOUGH HANNA JEFFERY L           | 9       | 5280 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027031</a>  | ARNOLD WRIGHT                             | 10      | 5270 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027032</a>  | JOSEPH D ROARK                            | 11      | 5260 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027033</a>  | JOE DAVIDSON ROARK                        | 12      | 5254 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027034</a>  | RUSSEL MORGAN HUDGENS HUDGENS HEATHER ANN | 13      | 5248 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027035</a>  | REBECCA TRACY BAGWELL                     | 14      | 5234 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036</a>  | REBECCA TRACY BAGWELL                     | 15      | 5220 GAINESVILLE ST   | <a href="#">Map</a> |
| <a href="#">08112 027036A</a> | W J COFER COFER MONTEZ B                  | 16      | 5206 GAINESVILLE ST   | <a href="#">Map</a> |
|                               |                                           | 17      |                       |                     |



Developed by  
 Schneider  
GEOSPATIAL



# Property Owner Inspection Authorization

Inspection Authorization

Mildred Black Butler  
106 Robertson Ct., NW  
Dawsonville, GA 30534

08112 012001 (5170 Church Street)

I, Kathy Taylor, administrator of the estate of Mildred Black Butler, hereby affirm that I solely own the above-referenced tax parcel. I also acknowledge that I am aware of the rezoning and annexation requests filed by PR Land Investments, LLC (c/o Kirk R. Fjelstul) related to the referenced property and consent to same. Please allow this document to serve as my authorization of the City of Flowery Branch staff and/or City Council to inspect the subject property.

Kathy S. Taylor

Kathy S. Taylor

Date: Oct. 14-2023

Sworn to and subscribed before me  
this 14 day of October, 2023

Vipul Gupta  
NOTARY PUBLIC

Commission Exp 02-02-2027



# Rezoning Additional Information

### Rezoning Additional Information Requirement

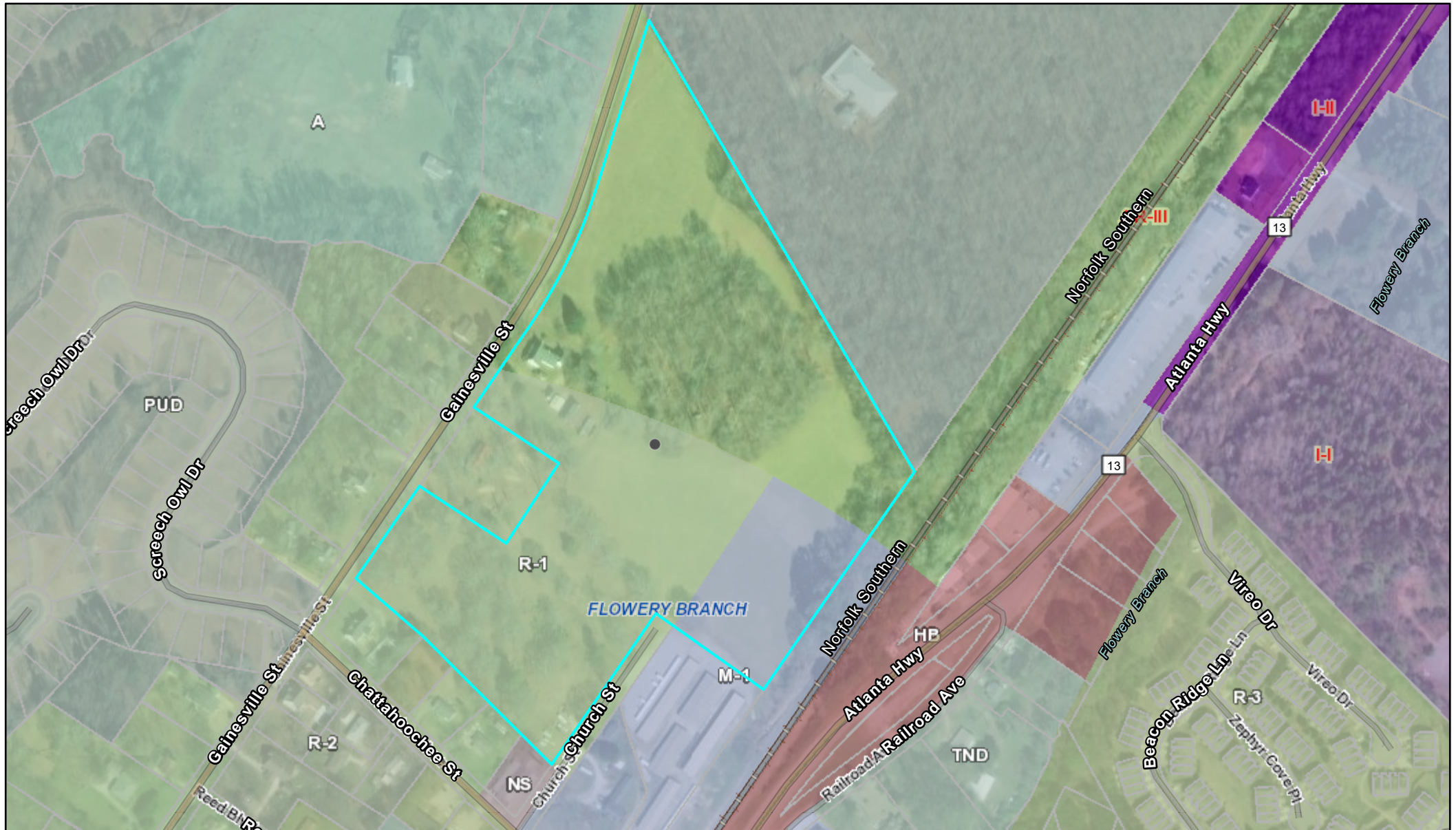
1. Value of improvements upon complete build out.
  - To be determined upon completion of full set of construction plans.
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
  - To be determined upon completion of full set of construction plans.
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased).
  - To be determined within full set of construction plans.
4. Anticipated total square footage (heated) to be built in the requested number of units.
  - The minimum heated floor area requirement of 1,200 sq.ft. will be met. The exact amount of heated square footage to be built within the requested units will be determined during the engineering phase of the project.
5. Total acreage developed with units.
  - It is anticipated that approximately 17.8 acres of the property will be developed with units.
6. Total acreage for right of way and roads.
  - It is anticipated that approximately 3.95 acres of the property will be developed with right-of-way and roads.
7. Total acreage of open space/common area (include plan for maintenance of open space/common area).
  - It is anticipated that there will be approximately 56,800 sq.ft. of open space throughout the proposed development.
8. Acreage required for buffer and watershed protection.
  - It is not anticipated that any acreage will be necessary for buffer and watershed protection as there are not streams on or adjacent to the property.
  - a. Does the buffer comply with the current City ordinance? **N/A**
  - b. Do individual property lines for lots extend into the buffer? **N/A**
  - c. Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? **N/A**
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail)
  - Multi-transportation alternatives have not been included in this request.
10. Please identify all amenities and total number of acres they incorporate by complete description.



- Proposed amenities for the project include an approximate 1,196 sq.ft., covered pavilion, three pickle ball courts, a dog park, and a passive recreation area. Exact square footages will be determined during the engineering phase of the project.
11. Number of street lights and separation table as proposed on your site plan.
- We are proposing 12 streetlights throughout the proposed development.
12. Will Technology Development be included in this development?
- As currently proposed, it is not anticipated that technology development will be included with this project.
13. List the total linear feet and cubic yards for sidewalks.
- There are approximately 44,654 sq.ft. and 546 cubic yards of sidewalks proposed. An exact amount of sidewalk square footage, linear feet, and cubic yardage will be included with the construction plans.
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
- Storm water controls will be included with the engineering phase of this project. The submitted plans do show where we anticipate detention to be located on the property.
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?
- A traffic study has not been done to date, but we are happy to execute a traffic memo and/or study per the City's ordinance in conjunction with this application.
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?
- It is expected that this will be determined during the engineering phase of the project.
17. What is the total capacity for daily Wastewater Management?
- It is expected that this will be determined during the engineering phase of the project.
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?
- It is expected that this will be determined during the engineering phase of the project.
19. Has a slope and grade study been done on this development? Does the study reflect density placement?
- It is not anticipated that the proposed lot density will be adversely affected by site grading.
20. Please identify what public safety needs are being considered for the project?
- We will comply with safety measures as required by the City. Currently, we are providing pedestrian friendly sidewalks; pedestrian street lights; and traffic calming devices and practices.

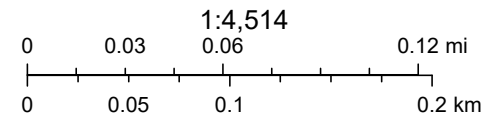
21. Has the Hall County School System been notified of the proposed density for this project?
- The Hall County School System will be notified of the proposed density for this project in conjunction with the submittal of this application.
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development.
- A Homeowners Association (HOA) will be formed and filed during the development phase of the project, we will provide covenants, if any, to the City at the time of incorporation.
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at [www.flowerybranchga.org](http://www.flowerybranchga.org)
- We will comply with Ordinance 349 regarding the preliminary plat process during the development phase of this project.

# ArcGIS Web Map



10/26/2023, 11:53:13 AM

| Oakwood Zoning |     |      | Flowery Branch Zoning |       |       | Hall County Zoning |     |           | Gainesville Zoning |                    |  | Citylimits |  |  | Roads |  |  | Legend |  |
|----------------|-----|------|-----------------------|-------|-------|--------------------|-----|-----------|--------------------|--------------------|--|------------|--|--|-------|--|--|--------|--|
| A-1            | PID | A    | NS                    | AR-IV | PCFD  | R-MF               | L-I | R-I-A     | FLOWERY BRANCH     | Arterial-Collector |  |            |  |  |       |  |  |        |  |
| C-1            | POD | CBD  | PUD                   | H-B   | PID   | R-TF               | N-B | R-II      | GAINESVILLE        | Interstate         |  |            |  |  |       |  |  |        |  |
| C-2            | PRD | HB   | R-1                   | I-I   | POD   | S-S                | N-C | R-O       | GILLSVILLE         | Railway            |  |            |  |  |       |  |  |        |  |
| M-1            | R-1 | INST | R-2                   | I-II  | PRD   | V-C                | O-I | Counties  | LULA               | Parcel Boundary    |  |            |  |  |       |  |  |        |  |
| M-2            | R-2 | M-1  | R-3                   | MHP   | R-I   | C-B                | R-B | BRASELTON | OAKWOOD            |                    |  |            |  |  |       |  |  |        |  |
| O-P            | R-3 | M-2  | TND                   | O-I   | R-I-L | G-B                | R-I | BUFORD    | RESTHAVEN          |                    |  |            |  |  |       |  |  |        |  |
| PCD            | R-4 | MHP  | AR-III                | PCD   | R-II  | H-I                |     | CLERMONT  | Local              |                    |  |            |  |  |       |  |  |        |  |



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar, GHCGIS



# Church Street

Gainesville Street View  
Flowery Branch, GA







Church Street

Gainesville Street View  
Flowery Branch, GA

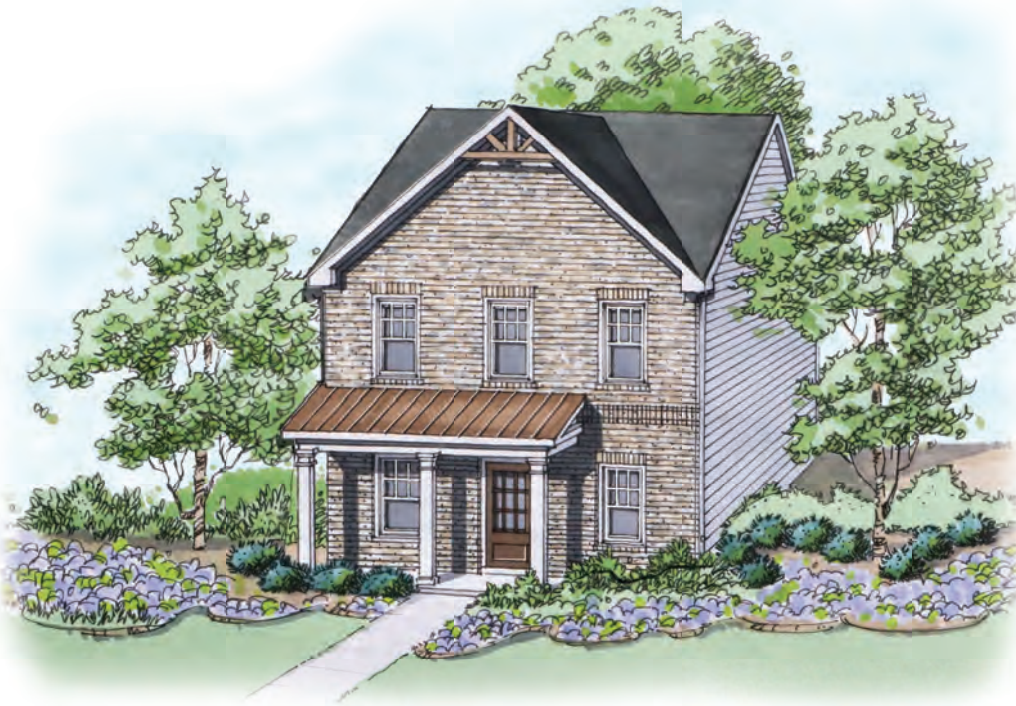


# Church Street

Gainesville Street View  
Flowery Branch, GA







FRONT ELEVATION



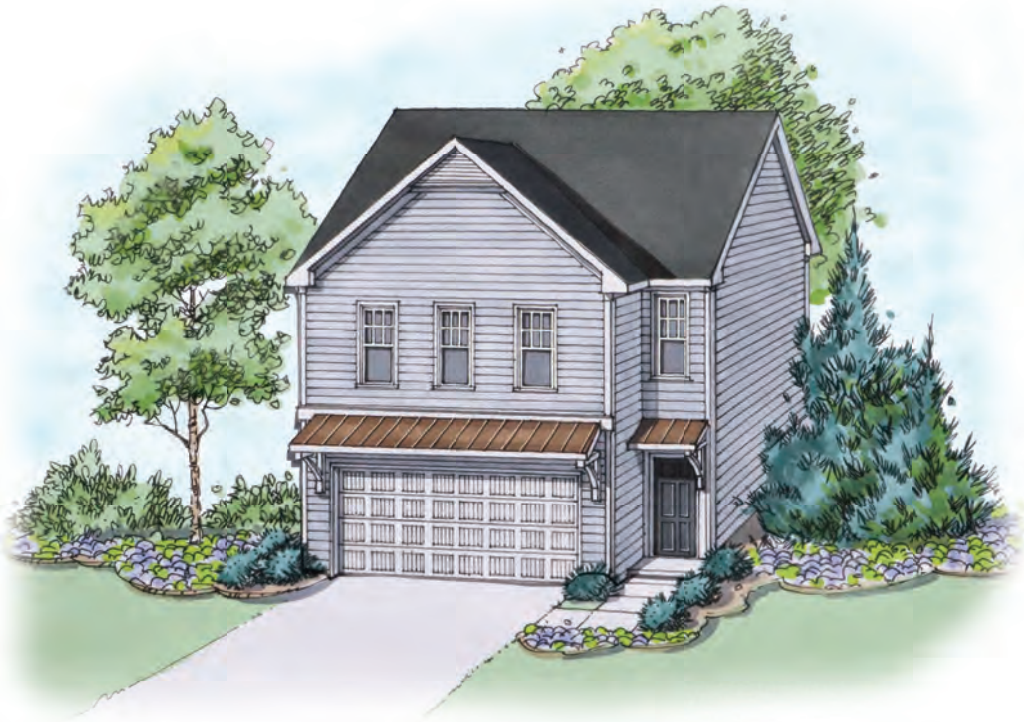
REAR ELEVATION

Addison - A



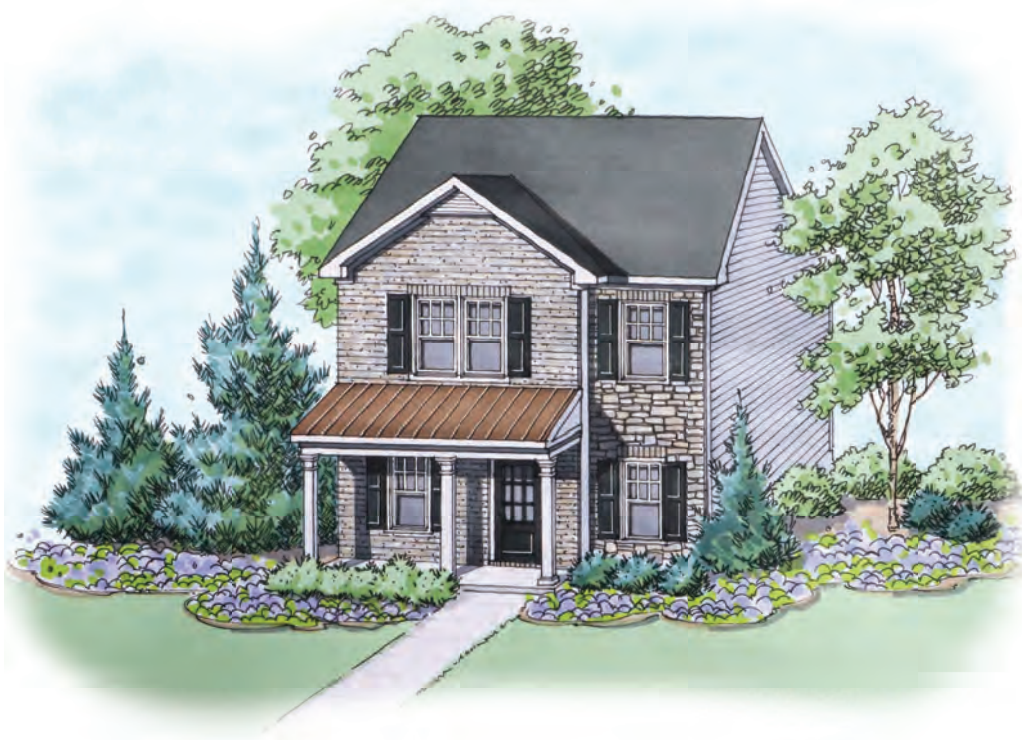


FRONT ELEVATION



REAR ELEVATION





FRONT ELEVATION



REAR ELEVATION

Brookfield - A



FRONT ELEVATION

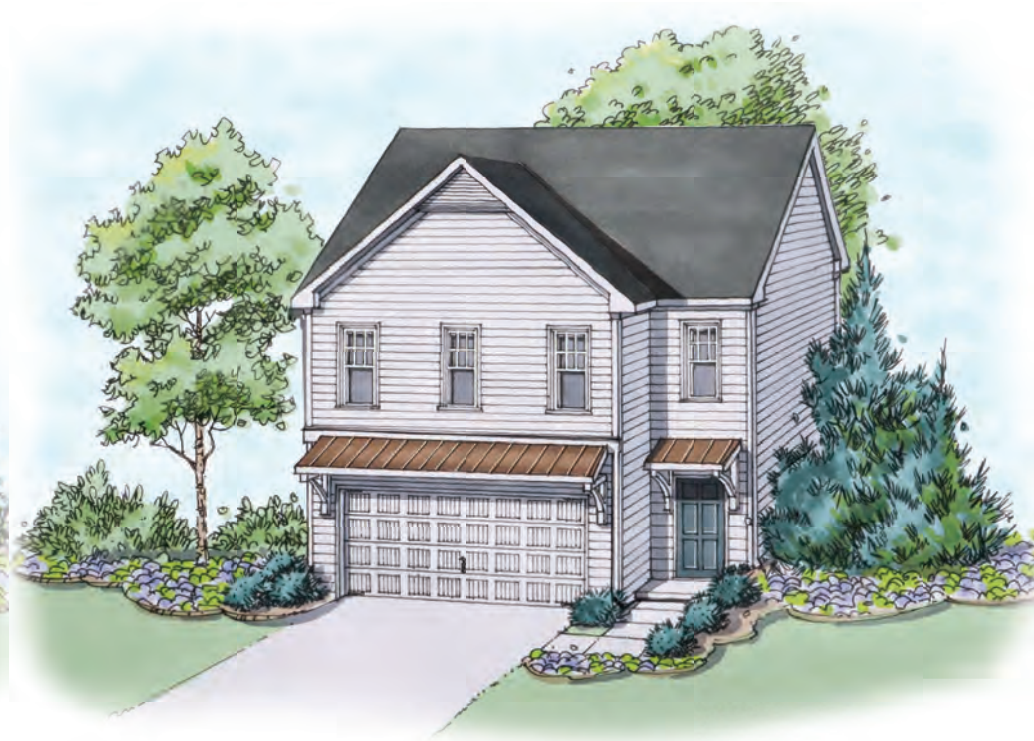


REAR ELEVATION





FRONT ELEVATION



REAR ELEVATION



Sedona - A





FRONT ELEVATION



REAR ELEVATION

Sedona - B





October 27, 2023

Hall County Board of Commissioners  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
c/o Jennifer Rivera, Commission Clerk

**Re: Notification of Intent to Annex and Rezone Land Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) business days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be annexed and rezoned is shown on the enclosed map and is described as follows:  
5170 Church Street, tax parcel identification number 08112 012001.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.

Hall County Board of Commissioners  
Annexation and Rezoning of 5704 Jim Crow Road  
October 27, 2023  
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be annexed as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, December 7, 2023, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

*Richard JE Atkinson*

Director of Planning and Community Development  
City of Flowery Branch  
[Rich@flowerybranchga.org](mailto:Rich@flowerybranchga.org)

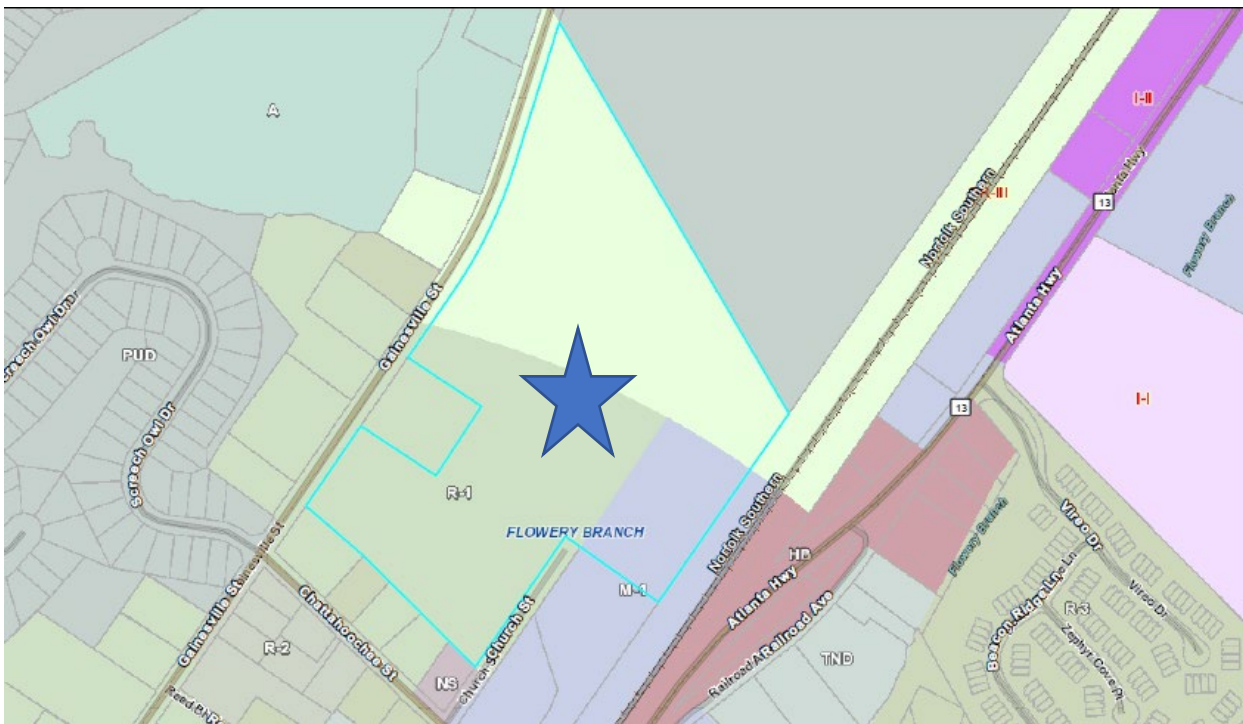
RA/

Enclosures: Site Map of Property to Annexed and Rezoned  
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney  
Randi Doveton, Director of Planning and Development



*Flowery Branch*





# Church Street

Community Site Map  
Flowery Branch, GA







**Staff Report  
5170 Church St  
Annexation & Rezoning Request  
Ordinances**

**Request**

Currently, 5170 Church Street is a 23.3 +/- -acre tract of land that is partially in Hall County and partially within the city-limits of Flowery Branch. The applicant wishes to annex and subsequently rezone the 10.73 +/- acres of the unincorporated portion of the parcel from Hall County Agricultural Residential (AR-III) to Flowery Branch Traditional Neighborhood Development District (TND). If the 10.73 +/- portion of the parcel is annexed, it is requested to rezone the 12.57 +/- acres of the incorporated portion of land be rezoned from Residential, Detached Single Family, Low-Density District (R-1) and Light Manufacturing and Industrial District (M-1) to Traditional Neighborhood Development District (TND). This would result in the entire 23.3 +/- acres of tax parcel 08112 0120001, also known as 5170 Church Street, to lie within the city-limits of Flowery Branch and be zoned Traditional Neighborhood Development District (TND) The applicant wishes to construct a 117 detached single -family homes subdivision. The request includes the following concurrent variance requests:

The reduction of a portion of sidewalk widths from 8 feet to 5 feet.

The increase of impervious allowances as indicated on the accompanying chart.

The decrease of lot area as indicated on the accompanying chart.

13 lots on cul-de-sac will have front entries.







1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL COUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3 = 151 \text{ UNITS})$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENITIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.





| BLOCK A |                |        |           |                |
|---------|----------------|--------|-----------|----------------|
| Lot #   | Square Footage | % Open | % Coverag | *Variance Req. |
| 1       | 5,023          | 49.40% | 50.60%    | L,I            |
| 2       | 5,020          | 36.28% | 63.72%    | L,I            |
| 3       | 5,003          | 38.07% | 61.93%    | L,I            |
| 4       | 5,019          | 44.81% | 55.19%    | L,I            |
| 5       | 5,618          | 37.25% | 62.75%    | L,I            |
| 6       | 6,908          | 39.82% | 60.18%    | I              |
| 7       | 7,995          | 59.96% | 40.04%    | I              |
| 8       | 8,169          | 61.90% | 38.10%    | I              |
| 9       | 6,713          | 56.82% | 43.18%    | I              |
| 10      | 8,216          | 81.69% | 18.31%    | I              |
| 11      | 7,929          | 80.15% | 19.85%    | I              |
| 12      | 12,273         | 89.26% | 10.74%    | I              |
| 13      | 7,513          | 64.54% | 35.46%    | I              |
| 14      | 6,207          | 49.82% | 50.18%    | L,I            |
| 15      | 7,531          | 50.41% | 49.59%    | I              |
| 16      | 6,895          | 51.47% | 48.53%    | I              |
| 17      | 7,034          | 51.76% | 48.24%    | I              |
| 18      | 5,027          | 43.58% | 56.42%    | L,I            |
| 19      | 6,425          | 46.22% | 53.78%    | L,I            |
| 20      | 7,719          | 58.74% | 41.26%    | I              |
| 21      | 6,256          | 41.07% | 58.93%    | L,I            |
| 22      | 6,726          | 48.87% | 51.13%    | I              |
| 23      | 5,992          | 44.13% | 55.87%    | L,I            |
| 24      | 7,592          | 57.93% | 42.07%    | I              |
| 25      | 6,194          | 46.67% | 53.33%    | L,I            |
| 26      | 5,000          | 44.27% | 55.73%    | L,I            |
| 27      | 5,001          | 39.56% | 60.44%    | L,I            |
| 28      | 6,898          | 49.11% | 50.89%    | I              |
| 29      | 6,397          | 47.98% | 52.02%    | L,I            |
| 30      | 6,397          | 50.64% | 49.36%    | L,I            |
| 31      | 7,094          | 49.47% | 50.53%    | I              |
| 32      | 6,397          | 47.56% | 52.44%    | L,I            |
| 33      | 5,751          | 48.96% | 51.04%    | L,I            |
| 34      | 5,025          | 39.97% | 60.03%    | L,I            |
| 35      | 5,025          | 39.97% | 60.03%    | L,I            |
| 36      | 5,025          | 44.53% | 55.47%    | L,I            |
| 37      | 5,025          | 40.10% | 59.90%    | L,I            |
| 38      | 5,481          | 42.66% | 57.34%    | L,I            |
| 39      | 8,319          | 46.37% | 53.63%    | I              |

| BLOCK A |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 40      | 9,746          | 54.78%       | 45.22%    |                |
| 41      | 6,951          | 57.10%       | 42.90%    |                |
| 42      | 6,384          | 59.07%       | 40.93%    | L,I            |
| 43      | 5,276          | 52.91%       | 47.09%    | L,I            |
| 44      | 5,202          | 46.50%       | 53.50%    | L,I            |
| 45      | 6,885          | 58.35%       | 41.65%    | I              |
| 46      | 7,201          | 74.73%       | 25.27%    |                |
| 47      | 5,503          | 71.49%       | 28.51%    | L,I            |
| 48      | 6,009          | 78.26%       | 21.74%    | L,I            |
| 49      | 7,126          | 81.47%       | 18.53%    |                |
| 50      | 16,408         | 92.12%       | 7.88%     |                |
| 51      | 24,261         | 94.66%       | 5.34%     |                |
| 52      | 8,860          | 85.41%       | 14.59%    |                |
| 53      | 6,786          | 81.02%       | 18.98%    |                |
| 54      | 8,721          | 84.95%       | 15.05%    |                |
| 55      | 9,100          | 74.02%       | 25.98%    |                |
| 56      | 6,325          | 32.22%       | 67.78%    | L,I            |
| 57      | 6,671          | 50.64%       | 49.36%    | L,I            |
| 58      | 6,882          | 54.48%       | 45.52%    | I              |
| 59      | 5,632          | 49.67%       | 50.33%    | L,I            |
| 60      | 5,612          | 50.90%       | 49.10%    | L,I            |
| 61      | 5,629          | 48.00%       | 52.00%    | L,I            |
| 62      | 5,585          | 51.72%       | 48.28%    | L,I            |
| 63      | 7,250          | 64.77%       | 35.23%    | I              |
| 64      | 5,347          | 50.54%       | 49.46%    | L,I            |
| 65      | 5,628          | 52.14%       | 47.86%    | L,I            |
| 66      | 5,925          | 50.11%       | 49.89%    | L,I            |
| 67      | 5,025          | 48.29%       | 51.71%    | L,I            |
| 68      | 5,191          | 43.11%       | 56.89%    | L,I            |
| 69      | 5,534          | 47.27%       | 52.73%    | L,I            |
| 70      | 6,068          | 45.02%       | 54.98%    | L,I            |
| 71      | 9,905          | 46.97%       | 53.03%    | I              |
| 72      | 5,805          | 49.38%       | 50.62%    | L,I            |
| 73      | 5,160          | 47.30%       | 52.70%    | L,I            |
| 74      | 5,862          | 48.29%       | 51.71%    | L,I            |
| 75      | 5,450          | 49.62%       | 50.38%    | L,I            |
| 76      | 5,450          | 45.55%       | 54.45%    | L,I            |
| 77      | 6,760          | 59.30%       | 40.70%    | I              |



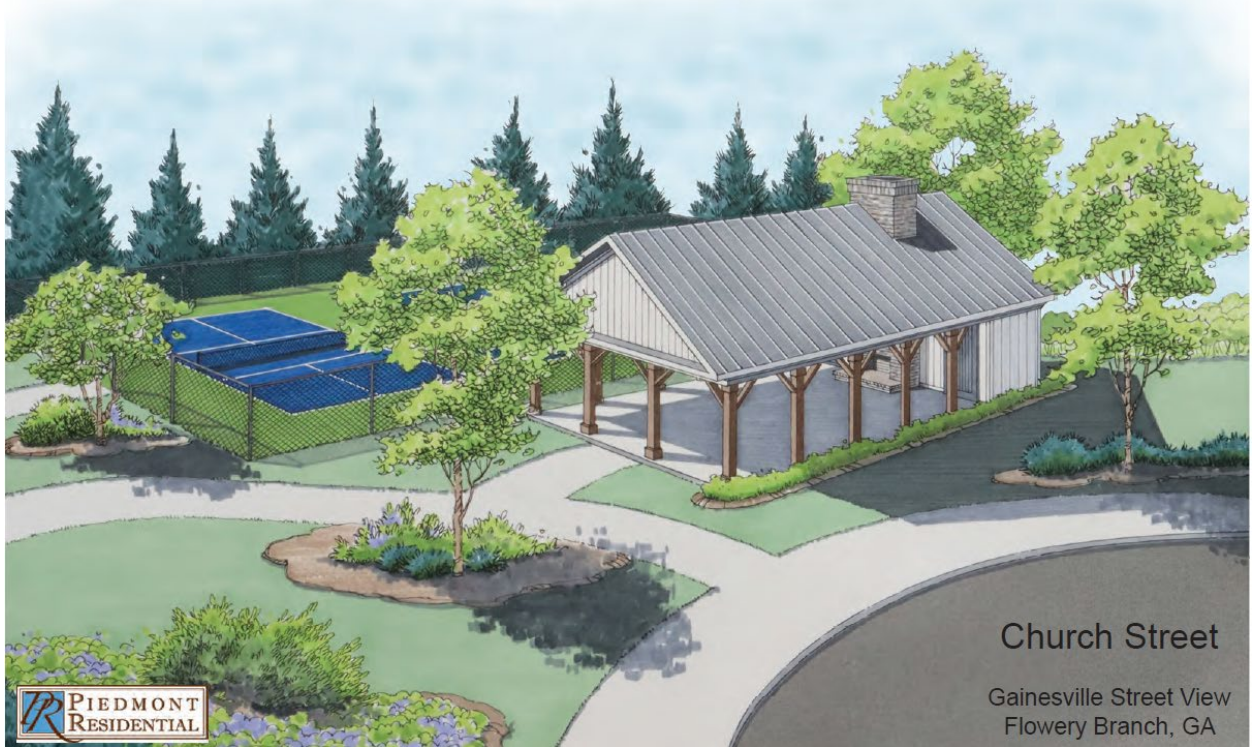
| BLOCK B |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,089          | 50.05%       | 49.95%    | L,I            |
| 2       | 5,001          | 42.50%       | 57.50%    | L,I            |
| 3       | 5,041          | 43.40%       | 56.60%    | L,I            |
| 4       | 5,084          | 48.16%       | 51.84%    | L,I            |
| 5       | 5,657          | 29.95%       | 70.05%    | L,I            |
| 6       | 5,317          | 44.04%       | 55.96%    | L,I            |
| 7       | 5,146          | 51.35%       | 48.65%    | L,I            |
| 8       | 5,334          | 58.88%       | 41.12%    | L,I            |
| 9       | 5,621          | 58.52%       | 41.48%    | L,I            |
| 10      | 5,791          | 59.35%       | 40.65%    | L,I            |
| 11      | 5,752          | 58.92%       | 41.08%    | L,I            |
| 12      | 5,903          | 58.65%       | 41.35%    | L,I            |
| 13      | 6,558          | 62.93%       | 37.07%    | L,I            |
| 14      | 9,140          | 71.29%       | 28.71%    |                |
| 15      | 9,085          | 68.76%       | 31.24%    |                |
| 16      | 7,438          | 59.92%       | 40.08%    | I              |
| 17      | 9,120          | 60.83%       | 39.17%    | I              |
| 18      | 5,999          | 40.78%       | 59.22%    | L,I            |
| 19      | 5,938          | 39.81%       | 60.19%    | L,I            |
| 20      | 5,877          | 41.07%       | 58.93%    | L,I            |
| 21      | 7,585          | 57.93%       | 42.07%    | I              |
| 22      | 7,538          | 54.25%       | 45.75%    | I              |
| 23      | 7,540          | 57.17%       | 42.83%    | I              |
| 24      | 10,377         | 49.60%       | 50.40%    | I              |
| 25      | 7,231          | 58.73%       | 41.27%    | I              |
| 26      | 5,045          | 47.54%       | 52.46%    | L,I            |
| 27      | 5,037          | 43.29%       | 56.71%    | L,I            |
| 28      | 5,389          | 51.51%       | 48.49%    | L,I            |

| BLOCK C |                |              |           |                |
|---------|----------------|--------------|-----------|----------------|
| Lot #   | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1       | 5,221          | 49.53%       | 50.47%    | L,I            |
| 2       | 5,058          | 45.03%       | 54.97%    | L,I            |
| 3       | 5,238          | 47.35%       | 52.65%    | L,I            |
| 4       | 5,155          | 58.90%       | 41.10%    | L,I            |
| 5       | 5,287          | 55.50%       | 44.50%    | L,I            |
| 6       | 5,134          | 35.66%       | 64.34%    | L,I            |
| 7       | 5,134          | 39.00%       | 61.00%    | L,I            |
| 8       | 5,199          | 52.41%       | 47.59%    | L,I            |
| 9       | 5,691          | 51.22%       | 48.78%    | L,I            |
| 10      | 5,648          | 50.52%       | 49.48%    | L,I            |
| 11      | 6,493          | 52.15%       | 47.85%    | L,I            |
| 12      | 7,768          | 53.06%       | 46.94%    | I              |

| OUTPARCELS |                |              |           |                |
|------------|----------------|--------------|-----------|----------------|
| Lot #      | Square Footage | % Open Space | % Coverag | *Variance Req. |
| 1          | 21,719         | 74.22%       | 25.78%    |                |
| 2          | 22,399         | 85.84%       | 14.16%    |                |
| 3          | 11,298         | 79.42%       | 20.58%    |                |
| 4          | 14,031         | 42.84%       | 57.16%    | I              |

\*LOT VARIANCE REQUESTS  
 L = LOT REDUCTION  
 I = IMPERVIOUS INCREASE

Renderings:







FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

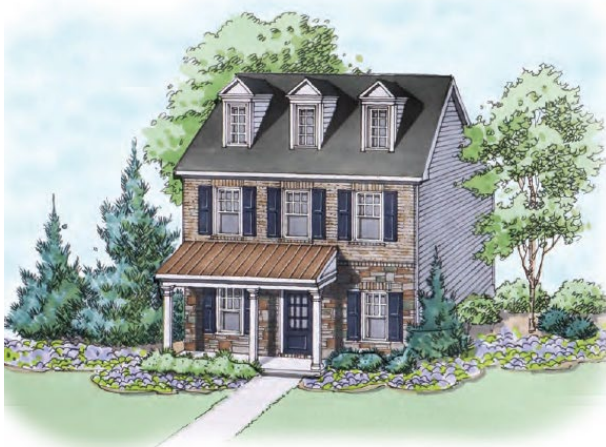




FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

### **Proposed Schedule**

December 7, 2023 – Public Hearing  
December 21, 2023 - Work Session (if requested)  
January 4, 2023 – First Read and First Vote  
January 18, 2023 – Work Session (if requested)  
February 1, 2023- Second Read and Final Vote





## **Comprehensive Plan**



---

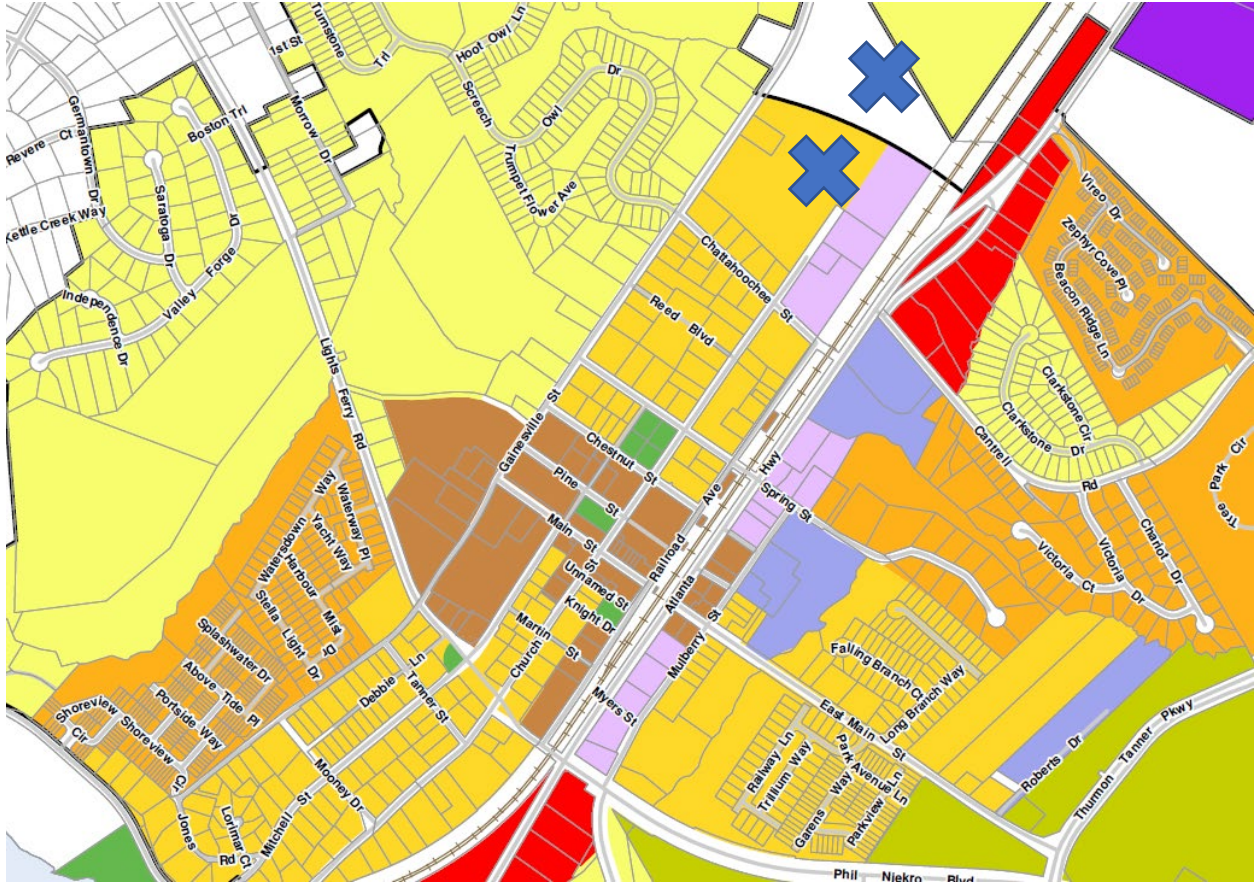
### Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City's policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

---



Traditional Neighborhood





## Traditional Neighborhood

The Traditional Neighborhood character area includes the in-town residential areas around the downtown core of Old Town.

### *Vision*

Maintain the character and development pattern of the originally settled neighborhoods of Flowery Branch, with sensitive residential in-fill development and careful improvements where required including new sidewalks, street trees, and other pedestrian-friendly streetscape features.

### *Design Principles*

- Little if any building setbacks from city streets
- Rectangular or square blocks and lots, and block lengths should not exceed 800 feet without intervening (mid-block) pedestrian footpaths
- Narrow streets in a grid-like pattern with shade trees
- Building facades emphasize porches
- Rear entry garage or detached rear garage, with the exception that a garage may be recessed behind the front façade if off-street parking must be directly accessed from the street and directly facing the street
- Wide sidewalks
- Smaller lots/higher density than Suburban Residential
- Provision of public greens or common areas when new neighborhoods are created
- Design review required for compatibility with existing residences

### *Land Uses*

- Primarily single-family detached dwellings
- Townhouses may be allowed
- Greens, plazas, and pocket parks incorporated into development plans

### *Zoning*

- TND, Traditional Neighborhood Development

### *Illustrative Photos*



The proposed development meets the intent of the Comprehensive Plan. The size and scope of the proposed project would blend in with the surrounding area as it is residential in nature.



## **Analysis**

### Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

#### Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

#### Applicant comment

#### Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The Development is compatible with the adjacent and nearby uses, which includes a mix of single family residential uses ranging from R-1 to PUD. It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning.

The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density, and there is no market for a two-acre M-1 use at the rear of the Property.

**Yes, a residential use is appropriate for this site and the surrounding area.**

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

The proposal will not adversely affect adjacent or nearby property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. The TND zoning is consistent with the Comprehensive Plan's TND Character Area designation for this Property, and the Development density of 5 units/acre is well below the



maximum. In accordance with the Comprehensive Plan, TND zoning is designed for smaller lots around other residential uses and is particularly suited for infill development near the downtown. **The development will not adversely affect the area.**

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

The Property does not have a reasonable economic use as zoned. First, the Property is located both in the City and in the unincorporated County. The unincorporated portion is a virtual unincorporated island, which causes problems for the provision of services, regulation, and infrastructure. Second, the Property now has three different zoning designations and is regulated by two jurisdictions. Third, the R-1, AR-3, and M-1 zoning designations have no economic use at this location and in area in or near Flowery Branch. They cannot be developed at the restricted density in those residential classifications and there is no Market for M-1 at the back portion of this Property.

**The current zoning may not be feasible for the growing economy need.**

- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Applicant will supplement this item with a memo demonstrating that there is not an excessive burden on infrastructure.

**It is staff's opinion that the use will not create any unnecessary burdens.**

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

The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND is a consistent zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not listed.

**The adjoining area is called by future land use map as "Traditional Neighborhood" character area. This project which is proposed to rezone as TND will meet the general intent of the comprehensive plan.**

- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

It is contemplated that property along Gainesville Street close to downtown will redevelop as the town continues with its vision. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. In fact, TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area. The current R-1 zoning is not listed as a compatible zoning. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown.

The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't



be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property. As a result, TND is the only appropriate zoning classification.

*Not to staff's knowledge, no.*

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

The Property has its frontage along Gainesville Street, approximately three-tenths of a mile from the Central Business District. There are two Comprehensive Plan Character Area designations for the portion of the Property that is in Flowery Branch. More than ten acres is designated as Traditional Neighborhood (TN) and the remaining two plus acres is designated as Mixed Use-Downtown. The Character Area Map shows the section of TN that includes this Property as a consistent designation along Gainesville Street all the way to the downtown business district. That is consistent with the Comprehensive Plan statement that TN is suited to in-town residential areas near the downtown. TN is also intended to be next to other residential areas and is designed for in-fill development. The Property in this case includes surrounding uses and zoning that are almost all residential. The residential zoning designations and uses represent a mix, ranging from R-1 to Planned Use Development (PUD), once again consistent with the TN Character Area.

*Currently vacant, the proposed use will fit in with the surrounding residential uses.*

- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The Property cannot be developed under the current zoning. The R-1 and AR-3 zoning classifications are meant for low density development and agricultural use. Other R-1 property in the area has already been developed and is being used as residential. The current Property includes 23 acres that is undeveloped and the only buildings are a home, a well house, four sheds and a barn. The Property has no economic use as agricultural land and can't be developed at R-1 density. Finally, there is no market for a two-acre M-1 use at the rear of the Property.

*In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. By accommodating more residents, it will boost local economic development.*

- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area





designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and will have a positive impact on the housing mix by providing age restricted housing.

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

The proposed rezoning will not create an isolated zoning district. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not. Surrounding zoning classifications range from R-1 to PUD in this area of Gainesville Street and the proposed zoning and Development are consistent with what is contemplated.

Agree

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

The proposed rezoning is consistent with the zoning map, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.

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

There is no impact to the environment from the Development. The Development will be connected to the public sanitary sewer system. Stormwater quality and detention will be designed in accordance with state and federal requirements.

The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.



- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

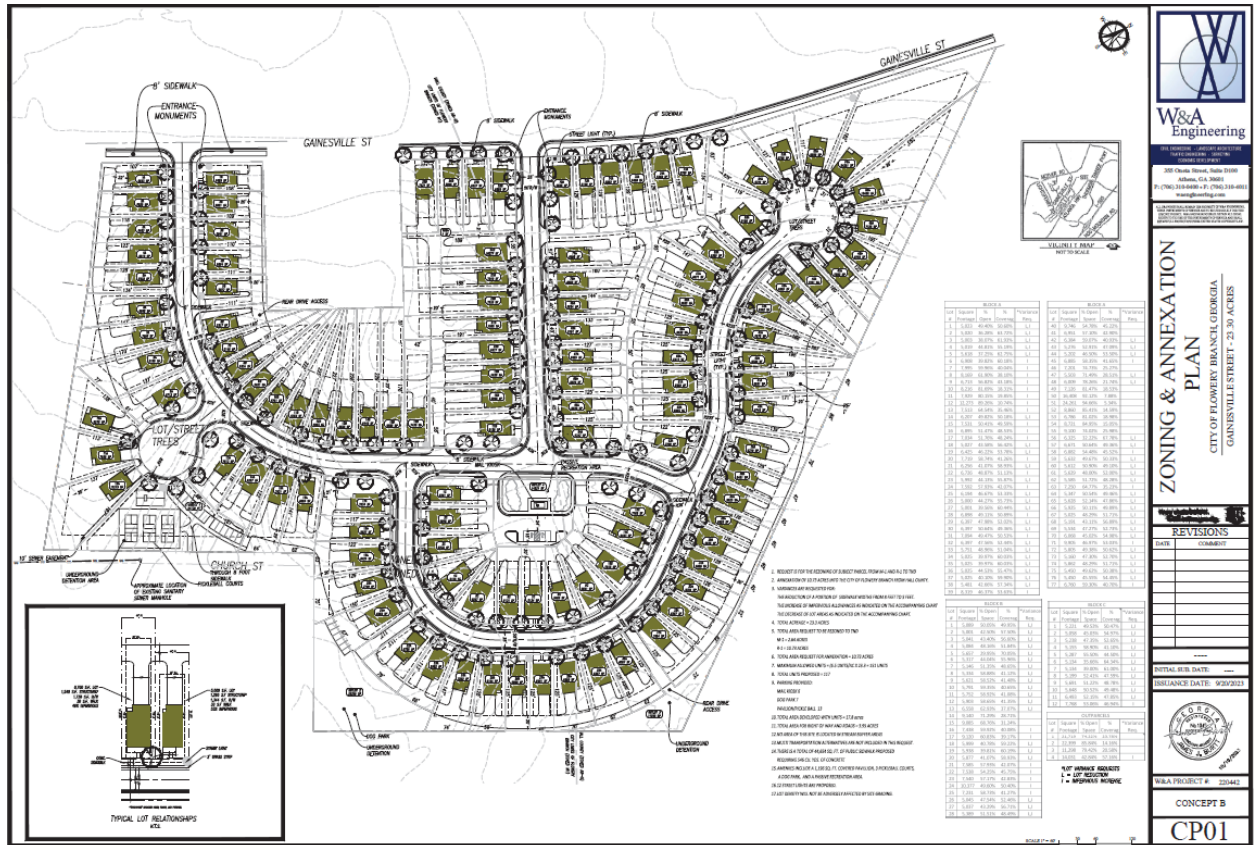
The proposed rezoning is consistent with the overall purpose of the zoning ordinance, based on the Comprehensive Plan. The Property is in a TN Character Area designation in the Comprehensive Plan and the TN text provides that TND zoning is consistent with the TN Character Area. The Comprehensive Plan provides that TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.

### **Recommendation**

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan as shown below:



- 19



- D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
- 9.



**ORDINANCE NO. 707**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 10.73+/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08100 001003A AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM HALL COUNTY AGRICULTURAL RESIDENTIAL (AR III), FLOWERY BRANCH DETACHED SINGLE FAMILY, LOW-DENSITY DISTRICT (R-1) AND Flowery Branch LIGHT MANUFACTURING AND INDUSTRIAL DISTRICT (M-1) TO FLOWERY BRANCH TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND), AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B", AND AS CONDITIONED ON ATTACHED EXHIBIT "C", PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, Kathy S. Taylor owns the subject parcel of land identified as Parcel Tax Identification No. 08112 0120001 as shown on Exhibit "A", and as described on Exhibit "B"; and

**WHEREAS** Kathy S. Taylor, LLC has submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being 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 December 7<sup>th</sup>, 2024 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 from Hall County Agricultural Residential (AR III), Flowery Branch Detached Single Family, Low-Density District (R-1) and Flowery Branch Light Manufacturing and Industrial District (M-1) to Flowery Branch Traditional Neighborhood Development District (TND) 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; however, an alternative use is appropriately considered.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zoning as opposed to AR III
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

## **SECTION 2. REZONING.**

The subject parcels, as shown on Exhibit “A” and as legally described in Exhibit “B”, are hereby rezoned from Hall County Agricultural Residential (AR III) to Flowery Branch Planned Unit Development (PUD) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

## **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.**

Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

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

**SECTION 5. EFFECTIVE DATE.**

The effective date of this Ordinance shall be February 15<sup>th</sup>, 2024.

**SECTION 6. REPEALER.**

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

Approved this 15th day of February, 2024.

---

Edward R. Asbridge, Mayor

---

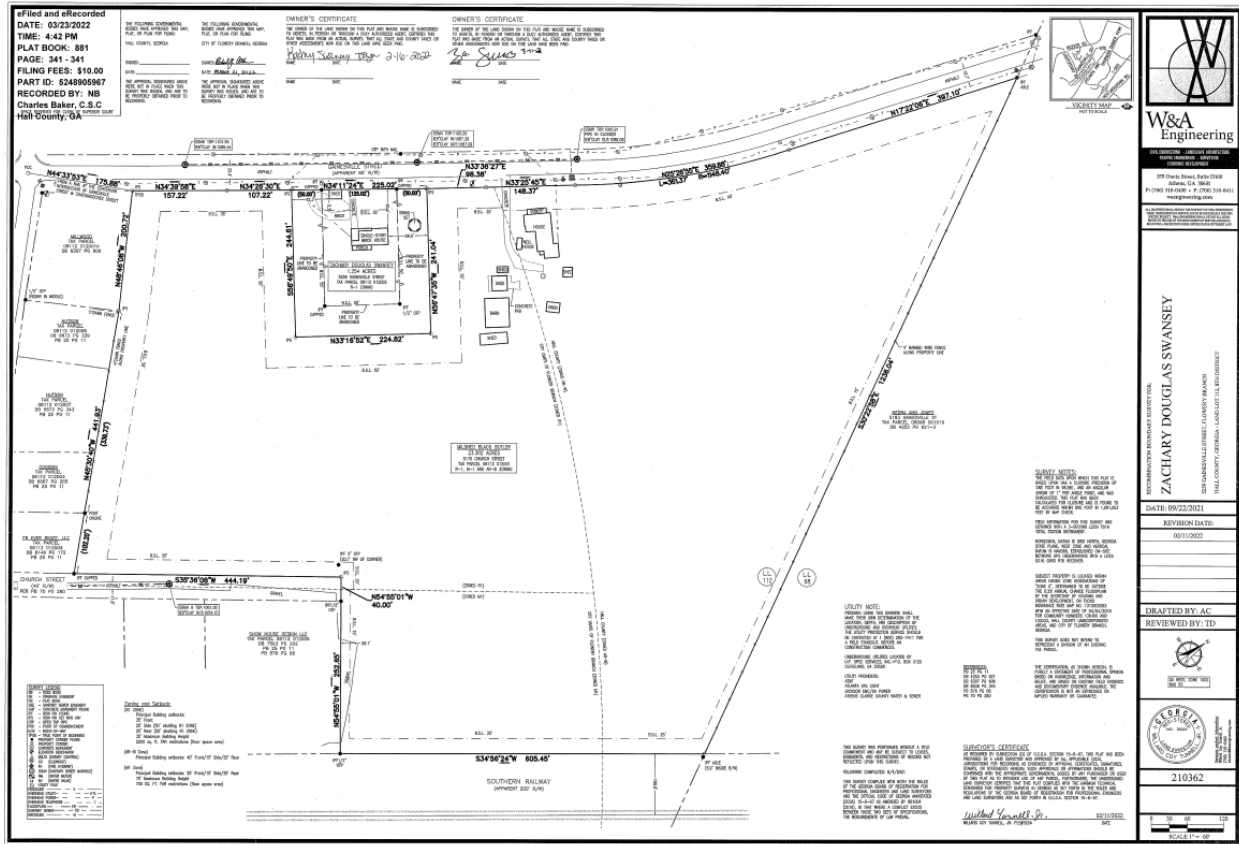
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

---

Ted C. Baggett, City Attorney

Exhibit "A"





Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

Exhibit “B”

### Overall Acreage of Property

#### Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;  
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;  
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;  
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;  
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);  
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;  
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

Public Hearing Published 11/01/2023  
Public Hearing 12/07/2023

First Reading 02/01/2024  
Adopted 02/15/2024

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;  
thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8<sup>th</sup> District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;  
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;  
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;  
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;  
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;  
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;  
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;  
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;  
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);  
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;  
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;  
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.





1. REQUEST IS FOR THE REZONING OF SUBJECT PARCEL FROM M-1 AND R-1 TO TND
2. ANNEXATION OF 10.73 ACRES INTO THE CITY OF FLOWERY BRANCH FROM HALL COUNTY.
3. VARIANCES ARE REQUESTED FOR:  
THE REDUCTION OF A PORTION OF SIDEWALK WIDTHS FROM 8 FEET TO 5 FEET.  
THE INCREASE OF IMPERVIOUS ALLOWANCES AS INDICATED ON THE ACCOMPANYING CHART  
THE DECREASE OF LOT AREAS AS INDICATED ON THE ACCOMPANYING CHART.
4. TOTAL ACREAGE = 23.3 ACRES
5. TOTAL AREA REQUEST TO BE REZONED TO TND  
M-1 = 2.64 ACRES  
R-1 = 10.73 ACRES
6. TOTAL AREA REQUEST FOR ANNEXATION = 10.73 ACRES
7. MAXIMUM ALLOWED UNITS =  $(6.5 \text{ UNITS/AC} \times 23.3) = 151 \text{ UNITS}$
8. TOTAL UNITS PROPOSED = 117
9. PARKING PROVIDED:  
MAIL KIOSK 6  
DOG PARK 7  
PAVILION/PICKLE BALL 13
10. TOTAL AREA DEVELOPED WITH UNITS = 17.8 acres
11. TOTAL AREA FOR RIGHT OF WAY AND ROADS = 3.95 ACRES
12. NO AREA OF THIS SITE IS LOCATED IN STREAM BUFFER AREAS
13. MULTI TRANSPORTATION ALTERNATIVES ARE NOT INCLUDED IN THIS REQUEST.
14. THERE IS A TOTAL OF 44,654 SQ. FT. OF PUBLIC SIDEWALK PROPOSED  
REQUIRING 546 CU. YDS. OF CONCRETE
15. AMENITIES INCLUDE A 1,196 SQ. FT. COVERED PAVILLION, 3 PICKLEBALL COURTS,  
A DOG PARK, AND A PASSIVE RECREATION AREA.
16. 12 STREET LIGHTS ARE PROPOSED.
17. LOT DENSITY WILL NOT BE ADVERSELY AFFECTED BY SITE GRADING.

4. A mandatory homeowner's association shall be established.
  - A. Alleys shall be private owned and maintained by the homeowner's association.
  - B. Roads shall be public.
  - C. The development shall be fee-simple homes for sale.

The homeowner's association must have in their bylaws that no more than ten percent (10%) of the total homes will be rental units or a rule of no more than two houses owned by one owner in the development and the owner must occupy one of the two.
  - D. Amenities are included but not limited to 3 pickleball courts, a dog park and a passive recreation area shall be owned and maintained by homeowner's association.
5. Landscaping
  - A. Typical lot landscaping design: identify type and size of trees and bushes.
  - B. Full landscape plan shall be submitted and approved by staff prior to the issuance of a land disturbance permit.
  - C. Landscaping must meet all currently adopted codes and standards.
6. Homes shall meet all TND and current design and architectural requirements. 13 lots on cul-de-sac will have front entries as variance.
7. 8' sidewalk is required along Gainesville Street.
8. A fence around the exterior of the property to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider an Agreement With Vector Solutions for Guardian Tracking Software

**COUNCIL MEETING DATE:** February 15, 2024

---

---

#### **HISTORY:**

In 2022, the Flowery Branch Police Department committed to the process of achieving State Certification from the Georgia Association of Chiefs of Police.

---

---

#### **FACTS AND ISSUES:**

State Certification requires certain detailed records to be maintained and analyzed to identify early warning indicators of potential problematic employee issues. Vector Solutions offers a software titled “Guardian Tracking” which electronically compiles departmental data and analyzes it for potential patterns of problematic activity. The software then transmits early warning alerts to the appropriate supervision team members, thereby allowing an issue to be addressed in its earliest stages.

---

---

#### **OPTIONS:**

1. Approve the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
2. Deny the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.

---

---

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

Yes

---

---

#### **AMOUNT AND SOURCE OF FUNDS:**

\$3,151.80 (first year)

---

---

#### **RECOMMENDATION:**

To authorize an agreement with Vector Solutions for Guardian Tracking software

---

---

#### **SAMPLE MOTION:**

I make a motion to sign a three-year agreement with Vector Solutions for Guardian Tracking software.

---

---

#### **COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**



- [Executive Summary - Guardian Tracker Rev.pdf](#)
- [Flowery Branch Police Department Client Agreement 1\\_30\\_2024 \(1\).pdf](#)

**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Agreement With Vector Solutions

**DATE:** February 8, 2024

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**( ) OTHER**

**ANNUAL-** \$3,151.80 for the first year (includes Implementation Fee),  
\$2,701.80 per year for second and third year

**COUNCIL ACTION REQUESTED ON:** February 15, 2024

---

---

**PURPOSE:**

To authorize the City of Flowery Branch to enter into a three-year agreement with Vector Solutions for Guardian Tracking Software.

---

---

**HISTORY:**

In 2022, the Flowery Branch Police Department committed to the process of achieving State Certification from the Georgia Association of Chiefs of Police.

---

---

**FACTS AND ISSUES:**

State Certification requires certain detailed records to be maintained and analyzed to identify early warning indicators of potential problematic employee issues. Vector Solutions offers a software titled “Guardian Tracking” which electronically compiles departmental data and analyzes it for potential patterns of problematic activity. The software then transmits early warning alerts to the appropriate supervision team members, thereby allowing an issue to be addressed in its earliest stages.

**OPTIONS:**

1. Approve the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
  2. Deny the signing of a three-year agreement with Vector Solutions to provide Guardian tracking Software.
- 
-

---

---

**RECOMMENDED SAMPLE MOTION:**

I make a motion to sign a three-year agreement with Vector Solutions for

---

---

**DEPARTMENT:** Flowery Branch Police Department

**Prepared by:** Chief Chris Hulsey

---

---

**TargetSolutions Learning, LLC Agreement  
Schedule A****Date:** Tuesday, January 30, 2024**Client Information**

|                                                                     |                                             |
|---------------------------------------------------------------------|---------------------------------------------|
| <b>Client Name:</b> City of Flowery Branch Police Department        |                                             |
| <b>Address:</b><br>5270 Railroad Avenue<br>Flowery Branch, GA 30542 |                                             |
| <b>Primary Contact Name:</b><br>Heather McGuffey                    | <b>Primary Contact Phone:</b><br>4706287181 |

**Agreement Term**

|                        |                                |
|------------------------|--------------------------------|
| <b>Effective Date:</b> | <b>Initial Term:</b> 36 months |
|------------------------|--------------------------------|

**Invoicing Contact Information** (Please fill in missing information)

|                                                                                  |                                     |                                                    |
|----------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------|
| <b>Billing Contact Name:</b>                                                     |                                     |                                                    |
| <b>Billing Address:</b><br>5270 Railroad Avenue<br>Flowery Branch, Georgia 30542 |                                     | <b>Billing Phone:</b><br><br><b>Billing Email:</b> |
| <b>PO#:</b>                                                                      | <b>Billing Frequency:</b><br>Annual | <b>Payment Terms:</b><br>Net 30                    |

**Annual Fee(s)**

| Product Code | Product                                | Description                                                                           | Minimum Annual Commitment | Price    | Sub Total  |
|--------------|----------------------------------------|---------------------------------------------------------------------------------------|---------------------------|----------|------------|
| VGS-GTEPMS   | Guardian Tracking                      | Annual Subscription for Guardian Tracking -- Employee Performance Management Software | 26                        | \$91.80  | \$2,386.80 |
| VGS-GTMAINT  | Guardian Tracking - Annual Maintenance | Guardian Tracking - Annual Maintenance Fee                                            | 1                         | \$315.00 | \$315.00   |

Annual Total:: \$2,701.80



## One-Time Fee(s)

| Product Code | Product                                           | Description                                                                                                                   | Qty | Price    | Sub Total |
|--------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|
| VGS-GTIMP1   | Guardian Tracking Implementation & Training: 1-75 | Guardian Tracking - Implementation Fee for up to 75 users (One-time fee includes: database creation, admin and user training) | 1   | \$450.00 | \$450.00  |

One-Time Total: \$450.00

**Grand Total (including Annual and One-Time): \$3,151.80**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

### Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by % per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

### **Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

5270 Railroad Avenue  
Flowery Branch, GA 30542

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, (“We/Us”) a Delaware limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>.

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users’ access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User’s access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement,

or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

**3.4. Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

**4.1.** We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

**4.2.** You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

**4.2.1** Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

**4.3.** We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

#### **5. TERM, TERMINATION, AND NOTICE.**

**5.1 Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

**5.2 Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

**5.3. Notice.** All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted

delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## **9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the



disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time (“CCPA”), on Your behalf in the course of the performance of the Services, then the terms “California consumer,” “business purpose,” “service provider,” “sell” and “personal information” shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services (“EHS Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. An “**EHS Active Employee**” is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that

## **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively “LiveSafe Services”) in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

## **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

## **D. Vector CheckIT™.**

**Customer Obligations.** When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

## **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

## **F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

City of Flowery Branch Police Department

5270 Railroad Avenue  
Flowery Branch, GA 30542

By:

Printed Name: Jonathan Mitchell

Title: Director of Sales

Date:

By:

Printed Name: Heather McGuffey

Title: State Certification Manager

Date: