



**City of Flowery Branch  
City Council Meeting  
Thursday, February 20, 2025, 6:00 PM  
City of Flowery Branch City Hall  
5410 Pine Street, Flowery Branch, GA 30542**



**CALL WORK SESSION TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ADOPTION OF AGENDA:**

**AWARDS & RECOGNITIONS:**

**PUBLIC HEARING:**

- Public Hearing Regarding House Bill 581
- Public Hearing and First Reading of Ordinance 731 for Text Amendment to Article 33, Section 33.5; Article 34 Sections 34.12, 34.13; Article 37, Sections 37.10, 37.11 and Article 38, Section 38.8  
[Public Hearing Advertisement and Signs.pdf](#)  
[Ordinance 731.pdf](#)
- Public Hearing and First Reading of Ordinance 733 for a Text Amendment to Add Sections 6.5 and Section 6.6; Text Amendment to Revise Table 6.1 and Table 6.2 within Article 6  
[Article 6 UPDATED 2-20-2025.pdf](#)  
[Ordinance 733 .pdf](#)
- Public Hearing and First Reading of Ordinance 732 to Amend Article 6 to Add Legacy Zoning Districts  
[Draft Legacy Zoning Addition.pdf](#)  
[Ordinance\\_732.pdf](#)
- Public Hearing and First Reading of Ordinance 734 to Amend Article 9, table 9.1, Table 9.2  
[Ordinance 734.pdf](#)
- Public Hearing and First Reading of Ordinance 735 to Add Definition of Net Density Article 2 and Amend Sections Where Density is Applicable  
[Ordinance 735 .pdf](#)

**NEW BUSINESS -WORK SESSION:**

- Consider Professional Engineering Services for P.D. Fleet Maintenance Building for Site Work Design (Phase 1)  
[Executive Summary - P.D. Fleet Maintenance Bldg.pdf](#)  
[Flowery Branch - PD Fleet Maint. Bldg \(Phase 1\) - Eng Agreement.pdf](#)  
[2025.02.07 - PD & Storage Bldg - Prelim Layout.pdf](#)
- Consider Resolution No. 25-001 Opting Out of House Bill 581  
[ES - Resolution No. 25-001 Opting Out of HB 581.pdf](#)  
[Resolution 25-001 OPTing Out of HB 581.pdf](#)
- Consider Professional Engineering Services for Road Paving Improvements Project

[Executive Summary - Eng Services for Paving Sidewalks NEW.pdf](#)  
[Flowery Branch - 2025 Road Paving & Sidewalks - Eng Agreement.pdf](#)  
[2025 Paving & Sidewalks - Location Map.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 February 6, 2025 City Council Meeting Minutes  
[Unofficial February 6, 2025 City Council Meeting Minutes.pdf](#)
- Consider February 13, 2025 Special Called City Council Meeting Minutes  
[Unofficial February 13, 2025 Special Called City Council Meeting Minutes.pdf](#)
- Consider February 18, 2025 Special Called City Council Meeting Minutes  
[Unofficial February 18, 2025 Special Called City Council Meeting.pdf](#)
- Consider December 2024 & January 2025 Per Diem for Council Member McClellan  
[December 2024 Council Member McClellan Per Diem.pdf](#)  
[January 2025 Council Member McClellan Per Diem.pdf](#)
- Consider January 2025 Per Diem for Mayor Asbridge  
[January 2025 Mayor Asbridge Per Diem.pdf](#)

**UNFINISHED BUSINESS - VOTING SESSION:**

- Consider a Task Order Agreement with ESG Engineering, Inc. for Professional Design and Management Services for Phase I of the Pedestrian Trail.  
[Executive Summary - ARC Grant - TAO with ESG for Professional Services.pdf](#)  
[TOA - Flowery Branch Spur Trail 2025-01-07.pdf](#)  
[2024-06-28 - Arc Grant Proposal - Phase 1 Final.pdf](#)

**NEW BUSINESS - VOTING SESSION:**

- Consider Professional Engineering Services for P.D. Fleet Maintenance Building for Site Work Design (Phase 1)  
[Executive Summary - P.D. Fleet Maintenance Bldg.pdf](#)

[Flowery Branch - PD Fleet Maint. Bldg \(Phase 1\) - Eng Agreement.pdf](#)  
[2025.02.07 - PD & Storage Bldg - Prelim Layout.pdf](#)

- Consider Professional Engineering Services for Road Paving Improvements Project  
[Executive Summary - Eng Services for Paving Sidewalks NEW.pdf](#)  
[Flowery Branch - 2025 Road Paving & Sidewalks - Eng Agreement.pdf](#)  
[2025 Paving & Sidewalks - Location Map.pdf](#)
- Consider Resolution No. 25-001 Opting Out of House Bill 581  
[ES - Resolution No. 25-001 Opting Out of HB 581.pdf](#)  
[Resolution 25-001 OPTing Out of HB 581.pdf](#)
- Consider a Real Estate Agreement with Lake Lanier Self Storage, LLC.  
[ES - Property Purchase Lake Lanier Storage, LLC roundabout.pdf](#)  
[Purchase and Sale LLStorage FB 2 10 25.pdf](#)
- Public Hearing and First Reading of Ordinance 731 for Text Amendment to Article 33, Section 33.5; Article 34 Sections 34.12, 34.13; Article 37, Sections 37.10, 37.11 and Article 38, Section 38.8  
[Public Hearing Advertisement and Signs.pdf](#)  
[Ordinance 731.pdf](#)
- Public Hearing and First Reading of Ordinance 733 for a Text Amendment to Add Sections 6.5 and Section 6.6; Text Amendment to Revise Table 6.1 and Table 6.2 within Article 6  
[Article 6 UPDATED 2-20-2025.pdf](#)  
[Ordinance 733 .pdf](#)
- Public Hearing and First Reading of Ordinance 732 to Amend Article 6 to Add Legacy Zoning Districts  
[Draft Legacy Zoning Addition.pdf](#)  
[Ordinance\\_732.pdf](#)
- Public Hearing and First Reading of Ordinance 734 to Amend Article 9, table 9.1, Table 9.2  
[Ordinance 734.pdf](#)
- Public Hearing and First Reading of Ordinance 735 to Add Definition of Net Density Article 2 and Amend Sections Where Density is Applicable  
[Ordinance 735 .pdf](#)

### **EXECUTIVE SESSION:**

### **ADJOURNMENT:**

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



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing Regarding House Bill 581

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 731 for Text Amendment to Article 33, Section 33.5; Article 34 Sections 34.12, 34.13; Article 37, Sections 37.10, 37.11 and Article 38, Section 38.8

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

The text amendment was presented at a previous presentation only Work Session.

---

---

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

Pursuant to Ordinance 731, all sections of the Zoning Ordinance are proposed to be amended to require a minimum notice period of fifteen (15) days for Public Hearings relating to annexations, rezoning, variances, and other planning-related agenda items. The current provisions of the Zoning Ordinance mandate a notice period of thirty (30) days for such hearings. Staff has determined that the extended time is necessary to review submittals for completeness prior to the issuance of advertisements and the placement of signage at the affected site. Moreover, this amendment is consistent with Georgia law, which requires a minimum notice period of fifteen (15) days.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approve Ordinance 731 with staff recommended text amendments

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 731

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Public Hearing Advertisement and Signs.pdf](#)
- [Ordinance 731.pdf](#)

## **Article 33 – Text Amendments**

### **Sec. 33.5. - Notice of Public Hearing.**

At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council. The notice shall state the time, place, and purpose of the public hearing.

## **Article 34 – Rezoning and Conditional Use Applications**

- **Sec. 34.12. - Notice of Public Hearing.**

- a) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on each application that is the subject of this Article. The notice shall state the time, place, and purpose of the public hearing.
- b) If the zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then the notice shall include the location of the property, the present zoning classification, and the proposed zoning classification of the property.
- c) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property. Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the type of variance applied for.

- **Sec. 34.13. - Public Notice Sign.**

- a) For all applications involving an amendment to the official zoning map, application for conditional use, or application for a concurrent variance, the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than ~~thirty (30)~~ **fifteen (15)** calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the present zoning classification and the proposed zoning classification of the property.
- d) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property.

## **Article 37 - Variances**

- **Sec. 37.10. - Notice of Public Hearing.**

- a) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

- **Sec. 37.11. - Public Notice Sign.**

- a) For all variance applications the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than ~~thirty (30)~~ **fifteen (15)** calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing before the City Council, and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the section or sections of the zoning ordinance proposed to be varied.

## **Article 38 – Administrative Variances**

### **Sec. 38.8. - Procedures.**

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- a) Director of Planning and Community Development shall review all completed applications, as described under [Section 38.6](#).
- b) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose. Notice shall also be provided by first class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same

information as the published notice and shall be mailed using the USPS Certificate of Mailing at least thirty (30) days prior to consideration by the Director.

- c) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before ten (10) days following the published date of consideration for approval.
- d) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent by regular mail within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.

## **ORDINANCE NO. 731**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 731, TO AMEND TEXT IN ARTICLE 33 (TEXT AMENDMENTS), SECTION 33.5 (NOTICE OF PUBLIC HEARING), ARTICLE 34 (REZONING AND CONDITIONAL USE APPLICATIONS), SECTION 34.12 (NOTICE TO PUBLIC HEARING), SECTION 34.13 (PUBLIC NOTICE SIGN), ARTICLE 37 (VARIANCES), SECTION 37.10 (NOTICE OF PUBLIC HEARING), SECTION 37.11 (PUBLIC NOTICE SIGN), AND ARTICLE 38 (ADMINISTRATIVE VARIANCES), SECTION 38.8 (PROCEDURES), TO BE REPLACED WITH AMENDED TEXT AS SHOWN ON ATTACHED EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

### **SECTION 1. AMENDMENT.**

The following sections of the zoning ordinance shall be amended: Article 33 (Text Amendments), Section 33.5 (Notice of Public Hearing), Article 34 (Rezoning and Conditional Use Applications), Section 34.12 (Notice of Public Hearing), and Section 34.13 (Public Notice Sign), Article 37 (Variances), Sections 37.10 (Notice of Public Hearing), Section 37.11 (Public Notice Sign), and Article 38 (Administrative Variances), Section 38.8 (Procedures), to read as shown on Exhibit “A”.

**SECTION 2.           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 3.           EFFECTIVE DATE.**

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

**SECTION 4.           REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted Baggett, City Attorney

Exhibit "A"

**ARTICLE 33  
TEXT AMENDMENTS**

**Sec. 33.5. - Notice of Public Hearing.**

At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council. The notice shall state the time, place, and purpose of the public hearing.

**ARTICLE 34  
REZONING AND CONDITIONAL USE APPLICATION**

**Sec. 34.12. - Notice of Public Hearing.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on each application that is the subject of this Article. The notice shall state the time, place, and purpose of the public hearing.
- b) If the zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then the notice shall include the location of the property, the present zoning classification, and the proposed zoning classification of the property.
- c) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property. Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the type of variance applied for.

**Sec. 34.13. - Public Notice Sign.**

- a) For all applications involving an amendment to the official zoning map, application for conditional use, or application for a concurrent variance, the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than fifteen (15) calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the present zoning classification and the proposed zoning classification of the property.



- d) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property.

## **ARTICLE 37 VARIANCES**

### **Sec. 37.10. - Notice of Public Hearing.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

### **Sec. 37.11. - Public Notice Sign.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

## **ARTICLE 38 ADMINISTRATIVE VARIANCES**

### **Sec. 38.8. - Procedures.**

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- a) Director of Planning and Community Development shall review all completed applications, as described under [Section 38.6](#).
- b) At least fifteen (15) but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose.

Notice shall also be provided by first class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same information as the published notice and shall be mailed using the USPS Certificate of Mailing at least fifteen (15) days prior to consideration by the Director.

- c) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before ten (10) days following the published date of consideration for approval.
- d) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent by regular mail within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 733 for a Text Amendment to Add Sections 6.5 and Section 6.6; Text Amendment to Revise Table 6.1 and Table 6.2 within Article 6

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

Text Amendments were previously presented at a Work Session.

---

---

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

Pursuant to Ordinance 733, Article 6 is hereby proposed to be amended to incorporate the Single-Family Townhome District (SF-TH) and Residential Multi-Unit (RMU) classifications. The permitted uses for each district are delineated in Sections 6.5 and 6.6. Additionally, Table 6.1 has been revised to reflect the permitted and conditional uses applicable to these classifications, and Section 6.2 has been amended to include the dimensional requirements for both SF-TH and RMU districts. Notwithstanding these amendments, the design requirements remain unchanged; for example, no building shall be permitted to contain more than six (6) townhome units. All applicable architectural standards remain in full force and shall be applied to all permit applications.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 733

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 733

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Article 6 UPDATED 2-20-2025.pdf](#)
- [Ordinance 733 .pdf](#)

**ARTICLE 6**  
**AGRICULTURAL AND CONVENTIONAL**  
**RESIDENTIAL ZONING DISTRICTS**

**ARTICLE 6. - AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS**

**Sec. 6.1. - A, Agricultural District.**

- (a) *Purpose and Description.* The Agricultural District is established to maintain those areas within the City of Flowery Branch that are not intended to convert to urban or suburban development in the short term.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

**Sec. 6.2. – R-1, Residential, Detached Single Family, Low-Density District.**

- (a) *Purpose and Description.* This zoning district is established to accommodate single-family residences at low suburban densities and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of detached single-family dwellings (site built or modular) and is "" intended to implement the "suburban residential" character area established in the comprehensive plan. The regulations that apply to the R-1 district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

**Sec. 6.3. - R-2, Residential, Detached Single Family**

- (a) *Purpose and Description.* This zoning district is established to accommodate single-family residences at moderate suburban densities and to protect the future development of land in accordance with the comprehensive plan. This district consists of detached single-family dwellings (site built or modular) and is intended to implement the "suburban residential" character area established in the comprehensive plan. The regulations that apply to the R-2

district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.

- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

#### **Sec. 6.4. - MHP, Manufactured Home Park District.**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the placement of manufactured homes in manufactured home parks and for the development of land in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan, as it pertains to existing manufactured home park use. The regulations that apply to the MHP district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (c) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (d) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as specifications for manufactured home spaces shall be as designated on an approved site plan.
- (e) *Limitations on Rezoning.* There shall be no rezoning to the MHP zoning district, unless it is contiguous to an existing MHP zoning district, or unless it is designated MHP at the time of annexation into the city limits.
- (f) *Design Requirements.* See Articles 10 and 40 of this Zoning Ordinance.

#### **Sec. 6.5. – SF-TH, Single Family Attached Townhome District.**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the development and construction of single family attached townhomes in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the SF-TH district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."

- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) (f) *Design Requirements.* See Articles 10, 12, and 40 of this Zoning Ordinance.

#### **Sec. 6.6. RMU Residential Multi-Unit**

- (a) *Purpose and Description.* This zoning district is intended to implement the "multi-unit-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intending to implement the "urban density communities" character area established in the comprehensive plan.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.
- (e) *Parking Requirements.* See Articles 21.

**Table 6.1**  
**Permitted and Conditional Uses in**  
**Agricultural and Conventional Residential Zoning Districts**  
**(P = Permitted Use C = Conditional Use X = Prohibited)**

| Use                                                                                                              | A | R-1 | R-2 | MHP | SF-TH | RMU |
|------------------------------------------------------------------------------------------------------------------|---|-----|-----|-----|-------|-----|
| Accessory apartment, attached                                                                                    | X | X   | C   | X   | X     | C   |
| Accessory apartment, detached                                                                                    | X | C   | C   | X   | X     | C   |
| Accessory building, structure, or use                                                                            | P | P   | P   | P   | X     | P   |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                             | P | P   | X   | X   | X     | X   |
| Agriculture, raising of poultry or livestock                                                                     | P | C   | X   | X   | X     | X   |
| Cemetery                                                                                                         | P | C   | C   | X   | X     | X   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Sec. 14.3) (Ord. 348-11) | C | C   | C   | X   | X     | X   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                           | C | C   | C   | X   | X     | C   |
| Community recreation                                                                                             | P | P   | P   | P   | P     | P   |
| Conservation areas and passive recreational facilities                                                           | P | P   | P   | P   | P     | P   |
| Conservation subdivision                                                                                         | C | C   | P   | P   | X     | X   |
| Construction field office (temporary use)                                                                        | X | X   | P   | P   | P     | P   |
| Dwelling, single-family detached, fee-simple                                                                     | P | P   | P   | X   | X     | X   |
| Dwellings, single-family detached, condominium                                                                   | X | X   | X   | X   | X     | X   |
| Dwelling, townhouse (single-family attached, fee-simple)                                                         | X | X   | X   | X   | P     | X   |
| Dwelling, two-family (duplex); three-family (tri-plex)                                                           | X | X   | X   | X   | X     | X   |
| Dwelling, multi-family (apartment, attached residential condominium)                                             | X | X   | X   | X   | X     | C   |
| Garden, non-commercial, accessory to single-family detached dwelling                                             | P | P   | P   | X   | X     | X   |
| Golf course                                                                                                      | P | P   | P   | X   | P     | C   |



| Use                                                                                               | A | R-1 | R-2 | MHP | SF-TH | RMU |
|---------------------------------------------------------------------------------------------------|---|-----|-----|-----|-------|-----|
| Guest house (accessory building/use)                                                              | P | P   | P   | X   | X     | X   |
| Home occupation (Office Use Only)                                                                 | P | P   | P   | P   | P     | P   |
| Horse stables, non-commercial, as accessory to single-family residential use                      | P | C   | X   | X   | X     | X   |
| Leasing or sales office for a subdivision or residential development (accessory or principal use) | P | P   | P   | P   | P     | P   |
| Manufactured home, Class A                                                                        | C | X   | X   | P   | X     | X   |
| Model home for single-family subdivision or townhomes (temporary)                                 | P | P   | P   | X   | P     | X   |
| Public or semi-public use                                                                         | P | P   | P   | X   | P     | P   |
| School, private, elementary, middle, or high (Ord. 348-11)                                        | C | C   | x   | X   | X     | X   |
| School, public                                                                                    | P | x   | x   | X   |       |     |
| School, special                                                                                   | C | x   | x   | X   | X     | X   |
| Temporary use                                                                                     | P | P   | P   | X   | P     | P   |
|                                                                                                   |   |     |     |     |       |     |

**Strike public schools from Table 6.1. Public schools are exempt from zoning regulations.**

**Table 6.2**  
**Dimensional Requirements for Agricultural and**  
**Conventional Residential Zoning Districts**

| Requirement (measurement unit)                                         | A       | R-1    | R-2    | MHP    | SF-TH | RMU |
|------------------------------------------------------------------------|---------|--------|--------|--------|-------|-----|
| Maximum height (feet)                                                  | 75      | 35     | 35     | 35     | 35    | 75  |
| Maximum height (number of stories)                                     | 3       | 3      | 3      | 1      | 3     | 4   |
| Maximum density (units per acre)                                       | 0.333   | 2.18   | 4      | 4      | 6     | 12  |
| Minimum lot size for detached single-family dwelling (square feet) (1) | 130,680 | 20,000 | 15,000 | 10,000 | N/A   | N/A |
| Minimum lot size for two-family dwelling (square feet) (1)             | N/A     | N/A    | N/A    | N/A    | N/A   | N/A |

|                                                                                                              |                                    |        |        |        |                                                                |                                |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|--------|--------|--------|----------------------------------------------------------------|--------------------------------|
| Minimum lot size for other uses (square feet) (1)                                                            | 130,680                            | 43,560 | 15,000 | 10,000 | 10,000                                                         | 10, 000                        |
| Minimum lot width (feet)                                                                                     | 200                                | 90     | 75     | 50     | 26                                                             | N/A                            |
| Minimum heated floor area per dwelling unit (square feet)                                                    | 2,500                              | 2,200  | 2,000  | 1,000  | 1,500                                                          | 1,000                          |
| Minimum front yard setback from lot line, all principal buildings (feet)                                     | 80                                 | 35     | 25     | 25     | 25 (0 if townhomes are alley accessed with rear entry garages) | 25                             |
| Minimum side setback, interior lot line, all principal buildings (feet)                                      | 25                                 | 25     | 15     | 20     | 5 (min. 10 between buildings)                                  | 20 (min. 10 between buildings) |
| Minimum side setback, corner lot, all principal buildings (feet)                                             | 60                                 | 35     | 25     | 20     | 5                                                              | 20                             |
| Minimum rear setback, all principal buildings (feet)                                                         | 35                                 | 25     | 20     | 20     | 20                                                             | 20                             |
| Minimum setback, all principal or accessory buildings and structures abutting residential                    | Side and rear setbacks shall apply | 50     | 50     | 100    | 50                                                             | 50                             |
| Minimum width of natural buffer abutting residential                                                         | None                               |        |        | 40     | 35                                                             | 50                             |
| Minimum landscape strip required along right-of-ways for any nonresidential use if permitted (width in feet) | 15                                 | 15     | 10     | 10     | 20                                                             | 20                             |
| Minimum landscape strip required along                                                                       | N/A                                | N/A    | N/A    | N/A    | N/A                                                            | 20                             |

|                                                                                                                    |    |    |    |    |     |    |
|--------------------------------------------------------------------------------------------------------------------|----|----|----|----|-----|----|
| right-of-ways for any apartment or condominium (multi-family residential) use (width in feet)                      |    |    |    |    |     |    |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet) | 5  | 5  | 5  | 5  | 10  | 15 |
| Maximum coverage of principal and accessory buildings (percent of lot)                                             | 25 | 25 | 35 | 50 | N/A | 40 |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)        | 20 | 20 | 15 | 15 | 25  | 30 |

(1) Where on on-site sewage system is not available, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

**ORDINANCE NO. 733**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 733, TO ADD SECTION 6.5 (SF-TH, SINGLE FAMILY ATTACHED TOWNHOME DISTRICT), AND SECTION 6.6 (RMU – RESIDENTIAL MULTI-UNIT), WITHIN ARTICLE 6, AS SHOWN ON EXHIBIT “A”. STRIKE IN ITS ENTIRETY TABLE 6.1 (PERMITTED AND CONDITIONAL USES IN AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), AND TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 TO BE REPLACED WITH TABLE 6.1 (PERMITTED AND CONDITIONAL USES IN AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), AND TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), WITHIN ARTICLE 6, AS SHOWN ON ATTACHED EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Add Section 6.5 (SF-TH – Single Family Attached Townhome District), and Section 6.6 (RMU – Residential Multi-Unit), as shown on Exhibit “A”. Strike in its entirety Table 6.1 (Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts), and Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts), within Article 6, to be replaced with Table 6.1 (Permitted and Conditional Uses in Agricultural

and Conventional Residential Zoning Districts), and Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts), within Article 6, as shown on Exhibit "A".

**SECTION 2.           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 3.           EFFECTIVE DATE.**

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

**SECTION 4.           REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

---

Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

---

Ted Baggett, City Attorney

Exhibit "A"

**Article 6**

**Sec. 6.5 – SF-TH, Single Family Attached Townhome District**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the development and construction of single family attached townhomes in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the SF-TH district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (f) *Design Requirements.* See Articles 10, 12, and 40 of this Zoning Ordinance.

**Sec. 6.6. – RMU Residential Multi-Unit**

- (a) *Purpose and Description.* This zoning district is intended to implement the "multi-unit-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "urban density communities" character area established in the comprehensive plan.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.
- (e) *Parking Requirements.* See Articles 21.

**Table 6.1**  
**Permitted and Conditional Uses in**  
**Agricultural and Conventional Residential Zoning Districts**  
**(P = Permitted Use C = Conditional Use X = Prohibited)**

| <b>Use</b>                                                                                                       | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b> | <b>RMU</b> |
|------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|--------------|------------|
| Accessory apartment, attached                                                                                    | X        | X          | C          | X          | X            | C          |
| Accessory apartment, detached                                                                                    | X        | C          | C          | X          | X            | C          |
| Accessory building, structure, or use                                                                            | P        | P          | P          | P          | X            | P          |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                             | P        | P          | X          | X          | X            | X          |
| Agriculture, raising of poultry or livestock                                                                     | P        | C          | X          | X          | X            | X          |
| Cemetery                                                                                                         | P        | C          | C          | X          | X            | X          |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Sec. 14.3) (Ord. 348-11) | C        | C          | C          | X          | X            | X          |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                           | C        | C          | C          | X          | X            | C          |
| Community recreation                                                                                             | P        | P          | P          | P          | P            | P          |
| Conservation areas and passive recreational facilities                                                           | P        | P          | P          | P          | P            | P          |
| Conservation subdivision                                                                                         | C        | C          | P          | P          | X            | X          |
| Construction field office (temporary use)                                                                        | X        | X          | P          | P          | P            | P          |
| Dwelling, single-family detached, fee-simple                                                                     | P        | P          | P          | X          | X            | X          |
| Dwellings, single-family detached, condominium                                                                   | X        | X          | X          | X          | X            | X          |
| Dwelling, townhouse (single-family attached, fee-simple)                                                         | X        | X          | X          | X          | P            | X          |
| Dwelling, two-family (duplex); three-family (tri-plex)                                                           | X        | X          | X          | X          | X            | X          |
| Dwelling, multi-family (apartment, attached residential condominium)                                             | X        | X          | X          | X          | X            | C          |
| Garden, non-commercial, accessory to single-family detached dwelling                                             | P        | P          | P          | X          | X            | X          |
| Golf course                                                                                                      | P        | P          | P          | X          | P            | C          |

| <b>Use</b>                                                                                        | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b> | <b>RMU</b> |
|---------------------------------------------------------------------------------------------------|----------|------------|------------|------------|--------------|------------|
| Guest house (accessory building/use)                                                              | P        | P          | P          | X          | X            | X          |
| Home occupation (Office Use Only)                                                                 | P        | P          | P          | P          | P            | P          |
| Horse stables, non-commercial, as accessory to single-family residential use                      | P        | C          | X          | X          | X            | X          |
| Leasing or sales office for a subdivision or residential development (accessory or principal use) | P        | P          | P          | P          | P            | P          |
| Manufactured home, Class A                                                                        | C        | X          | X          | P          | X            | X          |
| Model home for single-family subdivision or townhomes (temporary)                                 | P        | P          | P          | X          | P            | X          |
| Public or semi-public use                                                                         | P        | P          | P          | X          | P            | P          |
| School, private, elementary, middle, or high (Ord. 348-11)                                        | C        | C          | x          | X          | X            | X          |
| School, special                                                                                   | C        | x          | x          | X          | X            | X          |
| Temporary use                                                                                     | P        | P          | P          | X          | P            | P          |



**Table 6.2**  
**Dimensional Requirements for Agricultural and**  
**Conventional Residential Zoning Districts**

| <b>Requirement<br/>(measurement unit)</b>                                         | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b>                                                                     | <b>RMU</b>                              |
|-----------------------------------------------------------------------------------|----------|------------|------------|------------|----------------------------------------------------------------------------------|-----------------------------------------|
| Maximum height<br>(feet)                                                          | 75       | 35         | 35         | 35         | 35                                                                               | 75                                      |
| Maximum height<br>(number of stories)                                             | 3        | 3          | 3          | 1          | 3                                                                                | 4                                       |
| Maximum density<br>(units per acre)                                               | 0.333    | 2.18       | 4          | 4          | 6                                                                                | 12                                      |
| Minimum lot size for<br>detached single-<br>family dwelling<br>(square feet) (1)  | 130,680  | 20,000     | 15,000     | 10,000     | N/A                                                                              | N/A                                     |
| Minimum lot size for<br>two-family dwelling<br>(square feet) (1)                  | N/A      | N/A        | N/A        | N/A        | N/A                                                                              | N/A                                     |
| Minimum lot size for<br>other uses (square<br>feet) (1)                           | 130,680  | 43,560     | 15,000     | 10,000     | 10,000                                                                           | 10,000                                  |
| Minimum lot width<br>(feet)                                                       | 200      | 90         | 75         | 50         | 26                                                                               | N/A                                     |
| Minimum heated<br>floor area per<br>dwelling unit (square<br>feet)                | 2,500    | 2,200      | 2,000      | 1,000      | 1,500                                                                            | 1,000                                   |
| Minimum front yard<br>setback from lot line,<br>all principal buildings<br>(feet) | 80       | 35         | 25         | 25         | 25 (0 if<br>townhomes<br>are alley<br>accessed<br>with rear<br>entry<br>garages) | 25                                      |
| Minimum side<br>setback, interior lot<br>line, all principal<br>buildings (feet)  | 25       | 25         | 15         | 20         | 5 (min. 10<br>between<br>buildings)                                              | 20 (min.<br>10<br>between<br>buildings) |
| Minimum side<br>setback, corner lot,<br>all principal buildings<br>(feet)         | 60       | 35         | 25         | 20         | 5                                                                                | 20                                      |

|                                                                                                                                      |                                    |     |     |     |     |    |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----|-----|-----|-----|----|
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25  | 20  | 20  | 20  | 20 |
| Minimum setback, all principal or accessory buildings and structures abutting residential                                            | Side and rear setbacks shall apply | 50  | 50  | 100 | 50  | 50 |
| Minimum width of natural buffer abutting residential                                                                                 | None                               |     |     | 40  | 35  | 50 |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15  | 10  | 10  | 20  | 20 |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A | N/A | N/A | N/A | 20 |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5                                  | 5   | 5   | 5   | 5   | 5  |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25  | 35  | 50  | 75  | 50 |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20  | 15  | 15  | 15  | 20 |

- (1) Where an on-site sewerage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these requirements.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 732 to Amend Article 6 to Add Legacy Zoning Districts

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

Legacy Zoning were presented to Council a recent Work Session

---

---

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

Legacy zoning categories are classifications derived from prior zoning ordinances that no longer conform to current practices or standards. Former zoning designations, including but not limited to R-3 (Residential Multifamily District) and PUD (Planned Unit Development District), have been removed from the operative zoning code; however, they remain depicted on the official zoning map. For legal purposes, these categories must continue to be described in the code to correspond with their representation on the map. Notwithstanding their inclusion for reference, these legacy categories are deemed inactive and shall not be applied to any new zoning cases.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 732

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 732

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Draft Legacy Zoning Addition.pdf](#)

- [Ordinance\\_732.pdf](#)

## **Draft: Legacy Zoning Section Summary**

Legacy Zoning Categories are classifications used in land use planning to address areas that were zoned under previous zoning ordinances but no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents:

### **Purpose of Legacy Zoning Categories**

1. **Preservation of Existing Uses:**
    - They allow pre-existing developments or land uses that do not conform to current zoning regulations to continue operating without requiring immediate changes.
  2. **Transition Management:**
    - Legacy zoning serves as a bridge, helping jurisdictions transition from older zoning codes to updated frameworks without disrupting established neighborhoods or businesses.
  3. **Legal and Practical Recognition:**
    - These categories prevent the creation of unnecessary legal nonconformities by formally recognizing older zoning designations until a formal rezoning process can be completed.
  4. **Gradual Redevelopment:**
    - They enable gradual redevelopment over time, allowing property owners to adapt to new zoning standards without immediate financial or operational burdens.
- 

### **Intent of Legacy Zoning Categories**

1. **Flexibility for Property Owners:**
  - Provide property owners with flexibility to maintain or improve their properties within the context of the older zoning regulations.
2. **Historical Integrity:**
  - Protect the character of older neighborhoods or districts that might have unique historical or cultural significance not reflected in modern zoning.
3. **Minimization of Conflict:**
  - Reduce conflicts between property owners and the local government by providing a clear pathway to eventual compliance with updated zoning codes.
4. **Support for Comprehensive Planning:**
  - Align legacy zones with long-term comprehensive plans, ensuring future development or redevelopment aligns with community goals and vision.

- **Article 6, Sec. 6.5 – Legacy Zoning Categories**

Legacy Zoning Categories are classifications used in land use planning to address areas that were zoned under previous zoning ordinances but no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents.

- a) R-3, Residential Multi-Family District

- 1. The purpose of the Legacy Residential Multi-Family District is to recognize multi-family Zones established for which a category is shown on the official Zoning Map but is no longer an active district after June 1<sup>st</sup>, 2023. The purpose of the Residential Multi-Family District was intended to provide for higher density residential development and related uses and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of multi-family residences (apartment complexes and townhouses), two-family residences, and detached single-family dwellings (site built or modular) and is intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the R-3 district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.

- b) PUD, Planned Unit Development District.

- 1. The purpose of the Legacy Planned Unit Development District is to recognize Planned Unit Development Zones established for which a category is shown on the official Zoning Map but is no longer an active district after June 1<sup>st</sup>, 2023. The purpose of the Planned Unit Development District was intended to implement certain residential and mixed-use developments in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is specifically intended to primarily implement the "suburban residential" character area established in the comprehensive plan but may also be used to implement the "urban density community", "mixed use - neighborhood", and "activity center" character areas.

**ORDINANCE NO. 732**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 732, TO ADD SECTION 6.7 (LEGACY ZONING), WITHIN ARTICLE 6, AS SHOWN ON EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

The zoning ordinance is hereby amended by adding within Article 6, Section 6.7 (Legacy Zoning Districts), Table L.1 (Permitted and Conditional Uses in Legacy District R-3), Table L.2 (Dimensional Requirements for Legacy District R-3), Section 6.8 (Objectives of PUD Legacy Districts), Section 6.9 (Permitted Uses in PUD Legacy Districts), Section 6.10 (Amendments to PUD Legacy Districts), and Section 6.11 (Permits and Certificates in PUD Legacy Districts) as shown on Exhibit “A”.

**SECTION 2. 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 3. EFFECTIVE DATE.**



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

**SECTION 4.        REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted Baggett, City Attorney

Exhibit “A”

**Article 6**

**Sec. 6.7 – Legacy Zoning Districts**

- (a) Purpose. Legacy Zoning Districts were classifications under previous zoning ordinances that no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents.
- (b) Applicability. Properties zoned in legacy districts remain subject to the regulations of those districts and any additional applicable regulations imposed thereafter until such time as the properties are rezoned in accordance with law.
- (c) The following districts are referred to as legacy districts. The Official Zoning Map may continue to show these districts which were designated under the former Zoning Ordinance, but no new legacy district areas may be added to the Official Zoning Map, nor may any boundary of an existing legacy district be expanded. No property within the city limits may be rezoned to a legacy district.

1) R-3, Residential Multi-Family District

The purpose of the Legacy Residential Multi-Family District was to recognize multi-family Zones established for which a category is shown on the official Zoning Map. The purpose of the Residential Multi-Family District was intended to provide for higher density residential development and related uses and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of multi-family residences (apartment complexes and townhouses), two-family residences, and detached single-family dwellings (site built or modular) and was intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the R-3 district were designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents. The permitted and conditional uses in R-3 are shown in Table L.1 and the dimensional requirements are shown in Table L.2.

2) PUD, Planned Unit Development District.

The purpose of the Legacy Planned Unit Development District was to recognize Planned Unit Development Zones established for which a category is shown on the official Zoning Map. The purpose of the Planned Unit Development District was intended to implement certain residential and mixed-use developments in a way that meets objectives that could not necessarily be accomplished by conventional residential zoning districts. It was specifically intended to primarily implement the

"suburban residential" character area established in the comprehensive plan but may also be have been used to implement the "urban density community", "mixed use - neighborhood", and "activity center" character areas.

Table L.1

Permitted and Conditional Uses in Legacy District R-3

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

|                                                                                                                     |     |
|---------------------------------------------------------------------------------------------------------------------|-----|
| Expand                                                                                                              |     |
| Use                                                                                                                 | R-3 |
| Accessory apartment, attached                                                                                       | C   |
| Accessory apartment, detached                                                                                       | C   |
| Accessory building, structure, or use                                                                               | P   |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                                | X   |
| Agriculture, raising of poultry or livestock                                                                        | X   |
| Cemetery                                                                                                            | X   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (See <a href="#">Sec. 14.3</a> ) | C   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                              | C   |
| Community recreation                                                                                                | P   |
| Conservation areas and passive recreational facilities                                                              | P   |
| Conservation subdivision                                                                                            | P   |
| Construction field office (temporary use)                                                                           | P   |
| Dwelling, single-family detached, fee-simple                                                                        | P   |
| Dwellings, single-family detached, condominium                                                                      | P   |
| Dwelling, townhouse (single-family attached, fee-simple)                                                            | P   |
| Dwelling, two-family (duplex)                                                                                       | P   |
| Dwelling, multi-family (apartment, attached residential condominium)                                                | P   |
| Garden, non-commercial, accessory to single-family detached dwelling                                                | X   |
| Golf course                                                                                                         | X   |
| Greenhouse, non-commercial, accessory to single-family detached dwelling                                            | C   |
| Guest house (accessory building/use)                                                                                | P   |
| Home occupation, including family day care home                                                                     | P   |
| Horse stables, non-commercial, as accessory to single-family residential use                                        | X   |
| Institutional residential living and care facility, serving no more than 17 persons                                 | C   |
| Institutional residential living and care facility, serving 18 persons or more                                      | C   |
| Leasing or sales office for a subdivision or residential development (accessory or principal use)                   | P   |
| Manufactured home, Class A                                                                                          | C   |
| Manufactured home, other than Class A                                                                               | X   |
| Model home for single-family subdivision (temporary)                                                                | P   |
| Public or semi-public use                                                                                           | P   |

|                                              |   |
|----------------------------------------------|---|
| School, private, elementary, middle, or high | C |
| School, public                               | P |
| School, special                              | C |
| Temporary use                                | P |
| Zero lot line housing                        | C |

Table L.2

Dimensional Requirements for Legacy District R-3

| Requirement (measurement unit)                                                                                                       | R-3    |
|--------------------------------------------------------------------------------------------------------------------------------------|--------|
| Maximum height (feet)                                                                                                                | 45     |
| Maximum height (number of stories)                                                                                                   | 3      |
| Maximum density (units per acre)                                                                                                     | 12     |
| Minimum lot size for detached single-family dwelling (square feet) (1)                                                               | 10,000 |
| Minimum lot size for two-family dwelling (square feet) (1)                                                                           | 20,000 |
| Minimum lot size for other uses (square feet) (1)                                                                                    | 10,000 |
| Minimum lot width (feet)                                                                                                             | 50     |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,000  |
| Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)                                                | 750    |
| Minimum front yard setback from lot line, all principal buildings (feet)                                                             | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)                                                              | 10     |
| Minimum side setback, corner lot, all principal buildings (feet)                                                                     | 25     |
| Minimum rear setback, all principal buildings (feet)                                                                                 | 20     |
| Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)                    |        |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | 40     |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 20     |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | 20     |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5      |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 40     |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 15     |

- (1) Where an on-site sewage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

### **Sec. 6.8 - Objectives of PUD Legacy District.**

The Planned Unit Development District was intended to meet the following objectives:

- (a) Allow and encourage more unique, flexible, creative, and imaginative arrangements and mixes of land uses in site planning and development than are permitted through conventional land use requirements.
- (b) Encourage a broader mix of residential housing types, including detached and attached dwellings, than would normally be constructed in conventional subdivisions.
- (c) Allow and encourage the development of tracts of land as single developments that are planned neighborhoods or communities, including civic and semi-public uses (e.g., schools, playgrounds, meeting halls, etc.) that help to make up a community.
- (d) Preserve the natural amenities of the land through maintenance of conservation areas and open spaces within developments.
- (e) Provide for the more efficient use of land through clustering and other flexible, innovative development arrangements that will result in smaller networks of utilities and streets and thereby lower development and housing costs.
- (f) Provide a more desirable living environment than would be possible through the strict application of conventional residential zoning requirements.
- (g) Establish application requirements that are more rigorous than rezoning applications and conditional use permits but no more onerous than necessary to enable thorough analyses.
- (h) Ensure that the design of building forms is interrelated and architecturally harmonious.

### **Sec. 6.9 – Permitted Uses in PUD Legacy Districts.**

Permitted uses were to be proposed by an applicant for rezoning to PUD and were limited to those uses approved by the Governing Body; provided, however, that the following applied when the site proposed to be rezoned and developed was designated as "suburban residential" on the adopted future development map of the City of Flowery Branch:

- (a) At least twenty (20) percent of the total area of the planned unit development shall be conservation, open space, and/or landscaped area.
- (b) At least seventy (70) percent of the units proposed and approved as part of the planned community development shall be detached, single-family dwellings.

In the case of a PUD zoning district that was already developed or partially developed on the effective date of this zoning ordinance, said development should continue to be governed by the conditions of zoning, site or development plan approval, architectural elevations, approved mixes

of uses, and any other development-specific stipulations of the original PUD approval, until or unless otherwise amended by the Governing Body, and the land use parameters described in this Section shall not apply to such prior PUD zoning district approvals by the Governing Body. Provided however, that whenever a particular site within a PUD references uses permitted in other zoning districts in the zoning ordinance, such references shall be interpreted to apply to the permissible uses of the referenced zoning district at the time of the application for development of the particular site regardless of the time of the PUD approval.

#### **Sec. 6.10 – Amendments to PUD Legacy Districts.**

Amendments to approved PUDs shall be permitted but governed by the procedures and provisions for changing the official zoning map as specified in Article 34 of this zoning ordinance, and any amendments shall require type 2 design plan review and approval unless waived by the Zoning Administrator in cases where design plan approval would not be warranted given the nature of the amendment proposed.

#### **Sec. 6.11. – Permits and Certificates in PUD Legacy Districts.**

No building permit or certificate of occupancy shall be issued for a building, structure, or use, nor shall any excavation, grading, or land disturbance applications be approved, for any PUD that has not been approved in accordance with the provisions of this Article. The Zoning Administrator shall authorize the issuance of building permits for buildings and structures in the area covered by the approved PUD only if they are in conformity with the approved PUD, after improvements are installed in accordance with applicable improvement requirements, and if found to be in conformance with all other applicable regulations. The Zoning Administrator shall authorize the issuance of a certificate of occupancy for any completed building, structure, or use located in the area covered by the PUD only if it conforms to the requirements of the approved PUD and all other applicable regulations. After completion of a PUD, the use of land and construction, modification, or alteration of any buildings, structures, or uses within the area covered by the PUD shall continue to be regulated by the approved development plan, architectural elevations, conditions of zoning approval, and any other specifications for the PUD.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 734 to Amend Article 9, table 9.1, Table 9.2

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

This text amendment was presented to Council at a previous Work Session.

---

---

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

This Ordinance provides for minor revisions to the permitted uses identified in Article 9, Table 9.1, in order to eliminate redundancies in nonresidential zoning districts by removing prohibited residential uses. With the exception of the Central Business District (CBD), residential uses are not permitted by right in nonresidential zoning categories. Correspondingly, the revisions to Table 9.2 remove residential dimensional requirements in nonresidential zoning districts, reaffirming that residential uses remain prohibited outside the CBD.

Furthermore, this Ordinance establishes the requirement of a Conditional Use Permit for the operation of large civic facilities—such as private clubs, churches, synagogues, and temples—where groups congregate within a single room or building, to ensure compliance with minimum code standards. Likewise, it introduces a Conditional Use Permit requirement for the operation of private schools in Highway Business zoning designations, thereby addressing traffic considerations and public safety concerns.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 734

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 734

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

**ATTACHMENTS**

- [Ordinance 734.pdf](#)



**ORDINANCE NO. 734**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 734, TO STRIKE THE DEFINITION OF MIXED-USE DEVELOPMENT WITHIN ARTICLE 2 (DEFINITIONS AND INTERPRETATIONS), TO STRIKE IN ITS ENTIRETY TABLE 9.1 & TABLE 9.2, WITHIN ARTICLE 9 TO BE REPLACED WITH TABLE 9.1 AND TABLE 9.2 AS SHOWN ON ATTACHED EXHIBIT “A”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Strike the definition of Mixed-use development within Article 2 (Definitions and Interpretations), Strike Table 9.1 within Article 9 in its entirety and replace with Table 9.1, as shown on Exhibit “A”.

**SECTION 2. 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 3. EFFECTIVE DATE.**

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

**SECTION 4.        REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

---

Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

---

Ted Baggett, City Attorney

Exhibit "A"

**ARTICLE 9**  
**Table 9.1**

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

| Use                                                                                                                       | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Accessory building, structure, or use                                                                                     | P   | P    | P  | P  | P   | P   | P   |
| Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment | C   | C    | P  | P  | P   | X   | X   |
| Adult business (see Adult Entertainment of Code of Ordinances No. 360)                                                    | X   | X    | X  | X  | X   | P   | P   |
| Agricultural processing                                                                                                   | X   | X    | X  | X  | X   | X   | C   |
| Aircraft landing area                                                                                                     | X   | X    | X  | X  | X   | X   | C   |
| Animal hospital or veterinary clinic                                                                                      | P   | P    | P  | P  | X   | X   | X   |
| Animal rendering, slaughtering, and recycling plant                                                                       | X   | X    | X  | X  | X   | X   | X   |
| Animal shelter                                                                                                            | X   | P    | X  | C  | X   | P   | P   |
| Apparel manufacturing                                                                                                     | X   | X    | X  | X  | X   | P   | P   |
| Art gallery                                                                                                               | P   | P    | P  | P  | P   | X   | X   |
| Asphalt plant                                                                                                             | X   | X    | X  | X  | X   | X   | C   |
| Auction house or auction yard (excluding livestock)                                                                       | X   | X    | X  | X  | X   | P   | P   |
| Auction house or auction yard (including livestock)                                                                       | X   | X    | X  | X  | X   | X   | P   |
| Automated teller machines (accessory use)                                                                                 | P   | P    | P  | P  | X   | P   | P   |
| Automobile sales and service establishment                                                                                | X   | X    | X  | P  | X   | X   | X   |
| Automobile sales without service                                                                                          | X   | X    | X  | P  | X   | X   | X   |
| Automobile service establishment without sales                                                                            | X   | X    | X  | P  | X   | P   | P   |
| Bank or financial institution                                                                                             | P   | P    | P  | P  | P   | X   | X   |
| Batching plant                                                                                                            | X   | X    | X  | X  | X   | X   | C   |
| Bed and breakfast inn                                                                                                     | P   | P    | P  | P  | P   | X   | X   |
| Big box commercial building                                                                                               | X   | X    | X  | C  | X   | C   | C   |
| Borrow site                                                                                                               | X   | C    | X  | C  | X   | X   | P   |
| Botanical garden                                                                                                          | P   | P    | P  | C  | X   | X   | X   |
| Bottling or canning plant                                                                                                 | X   | X    | X  | X  | X   | C   | P   |
| Brew pub                                                                                                                  | X   | C    | P  | P  | P   | P   | P   |
| Brewery or distillery                                                                                                     | X   | X    | X  | X  | X   | P   | P   |
| Broadcasting studio                                                                                                       | P   | P    | P  | P  | X   | P   | P   |
| Building material sales                                                                                                   | X   | X    | X  | C  | X   | P   | P   |

| Use                                                                                                                 | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Building sales establishment                                                                                        | X   | X    | X  | C  | X   | P   | P   |
| Bulk Storage                                                                                                        | X   | X    | X  | X  | X   | X   | P   |
| Business service establishment, not exceeding 2,500 square feet of gross floor area                                 | C   | C    | P  | P  | P   | P   | P   |
| Business service establishment, more than 2,500 square feet of gross floor area                                     | X   | X    | X  | P  | P   | P   | P   |
| Camp or campground                                                                                                  | X   | C    | X  | C  | X   | X   | X   |
| Car wash                                                                                                            | X   | X    | X  | C  | X   | P   | P   |
| Caretaker's residence                                                                                               | X   | X    | X  | C  | C   | P   | P   |
| Carnival                                                                                                            | X   | X    | X  | C  | X   | X   | P   |
| Cemetery or mausoleum                                                                                               | X   | P    | X  | C  | X   | P   | P   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11) | C   | P    | C  | C  | X   | C   | C   |
| Clinic                                                                                                              | P   | P    | P  | P  | X   | X   | X   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                              | C   | P    | C  | C  | X   | C   | C   |
| Club, private (Ord. 348-11)                                                                                         | X   | C    | X  | C  | X   | X   | X   |
| Cold storage plant or frozen food locker                                                                            | X   | X    | X  | X  | X   | P   | P   |
| Co-generation facility                                                                                              | X   | X    | X  | X  | X   | C   | C   |
| College or university (Ord. 348-11)                                                                                 | C   | P    | X  | C  | X   | C   | C   |
| Commercial recreational facility, indoor (Ord. 348-11)                                                              | X   | X    | C  | P  | X   | C   | C   |
| Commercial recreational facility, outdoor                                                                           | X   | X    | X  | C  | C   | C   | C   |
| Communication tower and antenna                                                                                     | P   | P    | X  | P  | X   | P   | P   |
| Community recreation area                                                                                           | P   | P    | P  | P  | P   | P   | P   |
| Composting facility                                                                                                 | X   | X    | X  | X  | X   | X   | P   |
| Conservation areas and passive recreational facilities                                                              | P   | P    | P  | P  | P   | P   | P   |
| Construction field office and/or yard (temporary use)                                                               | X   | P    | X  | P  | X   | P   | P   |
| Continuing care retirement community                                                                                | C   | P    | X  | P  | C   | X   | X   |
| Contractor's establishment                                                                                          | X   | X    | X  | P  | X   | P   | P   |
| Convenience store, with or without gasoline pumps                                                                   | X   | X    | X  | C  | X   | X   | X   |
| Cottage industry                                                                                                    | P   | P    | P  | P  | P   | P   | P   |
| Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)                                            | X   | C    | X  | C  | X   | P   | P   |
| Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)                                        | X   | X    | X  | X  | X   | X   | P   |
| Crisis center                                                                                                       | C   | P    | X  | P  | X   | P   | P   |
| Custom order shop                                                                                                   | X   | X    | P  | P  | P   | P   | P   |
| Day care center serving no more than 17 persons                                                                     | P   | P    | P  | P  | X   | C   | C   |
| Day care center serving 18 persons or more                                                                          | X   | P    | C  | P  | X   | C   | C   |
| Distribution center, including truck terminals                                                                      | X   | X    | X  | C  | X   | P   | P   |
| Dry cleaning plant                                                                                                  | X   | X    | X  | C  | X   | P   | P   |
| Dwelling, single-family detached, fee-simple                                                                        | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, single-family detached, condominium                                                                       | X   | X    | X  | X  | C   | X   | X   |

| Use                                                                                                                  | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|----------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Dwelling, townhome (single-family attached fee-simple)                                                               | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, multi-family                                                                                               | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, two-family (duplex)                                                                                        | X   | X    | X  | X  | X   | X   | X   |
| Dwelling, located within a building containing a nonresidential principal use                                        | X   | X    | X  | X  | X   | X   | X   |
| Explosives storage                                                                                                   | X   | X    | X  | X  | X   | X   | C   |
| Exterminating and pest control business or disinfecting service                                                      | X   | X    | C  | P  | X   | P   | P   |
| Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals                    | X   | X    | X  | X  | X   | X   | C   |
| Fairgrounds                                                                                                          | X   | P    | X  | X  | C   | P   | P   |
| Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment   | P   | P    | P  | P  | P   | P   | P   |
| Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment | P   | P    | P  | P  | P   | X   | X   |
| Food processing plant                                                                                                | X   | X    | X  | X  | X   | X   | P   |
| Fuel oil distributor                                                                                                 | X   | X    | X  | X  | X   | P   | P   |
| Funeral home or mortuary                                                                                             | X   | X    | X  | C  | X   | P   | P   |
| Gas tank sales                                                                                                       | X   | X    | X  | C  | X   | X   | P   |
| Greenhouse (commercial)                                                                                              | X   | X    | X  | P  | X   | P   | P   |
| Group home                                                                                                           | C   | P    | X  | P  | X   | X   | X   |
| Growler                                                                                                              | X   | X    | X  | P  | P   | X   | X   |
| Gym or exercise facility, not open 24 hours a day                                                                    | P   | P    | P  | P  | P   | P   | P   |
| Gym or exercise facility open 24 hours a day                                                                         | P   | P    | X  | P  | P   | P   | P   |
| Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage       | X   | X    | X  | X  | X   | X   | C   |
| Health spa                                                                                                           | X   | X    | X  | P  | P   | P   | P   |
| Hospital                                                                                                             | C   | P    | X  | P  | C   | C   | C   |
| Incinerator                                                                                                          | X   | X    | X  | X  | X   | X   | C   |
| Institutional residential living and care facility, serving no more than 17 persons                                  | P   | P    | P  | P  | X   | X   | X   |
| Institutional residential living and care facility, serving 18 persons or more                                       | C   | P    | X  | P  | X   | X   | X   |
| Junk/salvage yard                                                                                                    | X   | X    | X  | X  | X   | X   | C   |
| Kennel                                                                                                               | X   | X    | X  | P  | X   | P   | P   |
| Laboratory                                                                                                           | P   | P    | C  | P  | X   | P   | P   |
| Landfill (sanitary, construction/demolition, inert waste)                                                            | X   | X    | X  | X  | X   | X   | C   |
| Landscaping company                                                                                                  | X   | X    | X  | P  | X   | P   | P   |
| Live/work unit                                                                                                       | C   | X    | C  | C  | P   | P   | P   |
| Lodging service (hotel, motel, motor hotel, inn)                                                                     | X   | C    | X  | P  | P   | X   | X   |
| Logging yard                                                                                                         | X   | X    | X  | X  | X   | X   | P   |
| Lumber yard                                                                                                          | X   | X    | X  | C  | X   | P   | P   |
| Machine shop                                                                                                         | X   | X    | X  | P  | X   | P   | P   |

| Use                                                                                                                             | O-P | INST | NS | HB               | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------------------|-----|------|----|------------------|-----|-----|-----|
| Manufactured home, "Class A"                                                                                                    | X   | X    | X  | X                | X   | X   | X   |
| Manufactured home other than "Class A"                                                                                          | X   | X    | X  | X                | X   | X   | X   |
| Manufactured home park                                                                                                          | X   | X    | X  | X                | X   | X   | X   |
| Manufacturing, ceramics                                                                                                         | X   | X    | X  | X                | X   | C   | P   |
| Manufacturing, cosmetics or toiletries                                                                                          | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling | X   | X    | X  | X                | X   | C   | C   |
| Manufacturing, electronics, camera, or photographic or communication equipment                                                  | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, instrument assembly                                                                                              | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, metal products                                                                                                   | X   | X    | X  | X                | X   | C   | P   |
| Manufacturing, pharmaceuticals and medical supplies                                                                             | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, textiles                                                                                                         | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, wood products                                                                                                    | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, processing, and assembling, within buildings, not otherwise specified                                            | X   | X    | X  | X                | X   | C   | C   |
| Marina                                                                                                                          | X   | C    | X  | P                | X   | X   | X   |
| Materials recovery facility                                                                                                     | X   | X    | X  | X                | X   | X   | C   |
| Micro-brewery                                                                                                                   | X   | X    | X  | X <sub>(1)</sub> | C   | X   | X   |
| Micro-distillery                                                                                                                | X   | X    | X  | X <sub>(1)</sub> | C   | X   | X   |
| Museum                                                                                                                          | P   | P    | P  | P                | P   | P   | P   |
| Office                                                                                                                          | P   | P    | P  | P                | P   | P   | P   |
| Office-warehouse                                                                                                                | X   | X    | X  | C                | X   | P   | P   |
| Open air business                                                                                                               | X   | X    | X  | P                | C   | C   | C   |
| Open storage yard (principal use)                                                                                               | X   | X    | X  | C                | X   | P   | P   |
| Package store                                                                                                                   | X   | X    | X  | P                | X   | X   | X   |
| Parking deck or structures, on-site or off-site                                                                                 | C   | C    | X  | P                | C   | C   | C   |
| Parking lot, off-site                                                                                                           | P   | P    | P  | P                | C   | P   | P   |
| Personal service establishment                                                                                                  | C   | C    | P  | P                | P   | P   | P   |
| Petroleum bulk storage site                                                                                                     | X   | X    | X  | X                | X   | X   | P   |
| Power plant, private                                                                                                            | X   | X    | X  | X                | X   | X   | C   |
| Public or semi-public use                                                                                                       | P   | P    | P  | P                | P   | P   | P   |
| Rail yard                                                                                                                       | X   | C    | X  | X                | X   | X   | P   |
| Railroad freight terminal                                                                                                       | X   | C    | X  | X                | X   | X   | P   |
| Recreational vehicle park                                                                                                       | X   | X    | X  | C                | X   | X   | X   |
| Recovered materials processing facility                                                                                         | X   | X    | X  | X                | X   | X   | C   |
| Recycling center                                                                                                                | X   | X    | X  | X                | X   | C   | C   |
| Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined                                | X   | C    | P  | P                | P   | P   | P   |
| Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined                                | X   | X    | X  | P                | X   | C   | C   |
| Retail trade establishment, enclosed                                                                                            | X   | X    | P  | P                | P   | P   | P   |
| Retreat center                                                                                                                  | P   | P    | X  | P                | X   | X   | X   |
| Riding academy or equestrian center                                                                                             | X   | X    | X  | P                | X   | C   | C   |
| Rooming or boarding house                                                                                                       | C   | X    | X  | C                | X   | X   | X   |
| Sawmill                                                                                                                         | X   | X    | X  | C                | X   | X   | P   |

| Use                                                        | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| School for the arts (Ord. 348-10; Ord. 348-11)             | P   | P    | C  | P  | C   | C   | C   |
| School, private, elementary, middle, or high (Ord. 348-11) | P   | P    | C  | C  | X   | C   | C   |
| School, professional (Ord. 348-11)                         | P   | P    | C  | P  | X   | C   | C   |
| School, special (Ord. 348-11)                              | P   | P    | X  | X  | X   | C   | C   |
| School, trade (Ord. 348-11)                                | C   | C    | X  | X  | X   | C   | C   |
| Self-service storage facility (mini-warehouse)             | X   | X    | X  | C  | X   | P   | P   |
| Service and fuel-filling station                           | X   | X    | X  | P  | X   | P   | P   |
| Showroom                                                   | X   | X    | X  | X  | X   | P   | P   |
| Slaughterhouse                                             | X   | X    | X  | X  | X   | X   | C   |
| Solid waste handling and/or transfer facility              | X   | X    | X  | X  | X   | X   | C   |
| Special event facility (Ord. 348-11)                       | C   | P    | C  | P  | X   | X   | X   |
| Taxi cab and limousine service                             | X   | X    | X  | X  | X   | X   | X   |
| Temporary use approved by the Zoning Administrator         | P   | P    | P  | P  | P   | P   | P   |
| Therapeutic camp                                           | X   | C    | X  | X  | X   | X   | X   |
| Tow service                                                | X   | X    | X  | P  | X   | C   | P   |
| Truck stop or truck terminal                               | X   | X    | X  | C  | X   | X   | P   |
| Utility company                                            | P   | P    | X  | P  | X   | P   | P   |
| Utility company substation                                 | P   | P    | P  | P  | P   | P   | P   |
| Vehicle emission testing facility                          | X   | X    | X  | P  | X   | P   | P   |
| Warehouse or storage building                              | X   | X    | X  | C  | X   | P   | P   |
| Water plant or wastewater treatment facility               | X   | X    | X  | X  | X   | X   | X   |
| Wholesale trade establishment                              | X   | X    | X  | C  | C   | P   | P   |
| Wireless telecommunications equipment                      | X   | C    | X  | C  | X   | C   | C   |
| Wireless telecommunications facility                       | X   | C    | X  | C  | X   | C   | C   |
| Wrecked motor vehicle compound                             | X   | X    | X  | C  | X   | X   | P   |
| Yoga Studio                                                | P   | P    | P  | P  | P   | P   | P   |

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

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

Table 9.2

Dimensional Requirements for Nonresidential Zoning Districts

| Dimensional Requirement (measurement unit)                                                                                            | O-P    | INST | NS                     | HB                                   | CBD    | M-1  | M-2  |
|---------------------------------------------------------------------------------------------------------------------------------------|--------|------|------------------------|--------------------------------------|--------|------|------|
| Maximum height (feet)                                                                                                                 | 35     | 45   | 35                     | 60                                   | Note 1 | 75   | 75   |
| Maximum height (number of stories)                                                                                                    | 3      | 3    | 3                      | 5                                    | Note 1 | 4    | 5    |
| Maximum density (units per acre)                                                                                                      | N/A    | N/A  | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum lot size for detached single family dwelling (square feet)                                                                    | N/A    | N/A  | N/A                    | N/A                                  | 7,000  | N/A  | N/A  |
| Minimum lot size for other uses (square feet)                                                                                         | 10,000 | None | None                   | None                                 | None   | None | None |
| Minimum lot width (feet)                                                                                                              | 75     | 75   | 90                     | None                                 | None   | 100  | 100  |
| Minimum heated floor area per dwelling unit (square feet)                                                                             | N/A    | N/A  | N/A                    | N/A                                  | 700    | 700  | 700  |
| Maximum heated floor area for other uses (square feet)                                                                                | None   | None | 2,500 per tenant space | None                                 | None   | None | None |
| Minimum front yard setback (feet)                                                                                                     | 25     | 40   | 25                     | None                                 | None   | 25   | 25   |
| Minimum side setback, interior lot line (feet)                                                                                        | 10     | 40   | 10                     | 10                                   | None   | 15   | 15   |
| Minimum side setback, corner lot (feet)                                                                                               | 15     | 40   | 15                     | 15                                   | None   | 25   | 25   |
| Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones                    | N/A    | 10   | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet) | N/A    | 5    | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum rear setback (feet)                                                                                                           | 20     | 40   | 20                     | 25                                   | None   | 25   | 25   |
| Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)                                                                | 25     | 50   | 40                     | 30                                   | None   | 60   | 60   |
| Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)                                                | 15     | 40   | 30                     | 30                                   | None   | 50   | 50   |
| Minimum landscape strip required along rights-of-way for any nonresidential or multi-family use (width in feet)                       | 10     | 25   | 10                     | 10 (None If built to front lot line) | None   | 30   | 30   |
| Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)                 | 5      | 15   | 5                      | None                                 | None   | None | None |



|                                         |    |    |    |    |      |      |      |
|-----------------------------------------|----|----|----|----|------|------|------|
| Maximum lot coverage (percent)          | 35 | 40 | 45 | 50 | None | None | None |
| Minimum landscaped open space (percent) | 25 | 20 | 15 | 15 | N/A  | 10   | 10   |

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

(Ord. No. 348-16, § 1 (Exh. A), 7-19-2018; Ord. No. 657, § 1(Exh. A), 12-16-2021; Ord. No. 714, § 1, 6-20-2024)



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 735 to Add Definition of Net Density  
Article 2 and Amend Sections Where Density is Applicable

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

This text amendment was presented to Council at a previous Work Session

---

---

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

The ordinance seeks to amend the definition of density in the code of ordinances by adding net density. Net density is determined by subtracting from the gross area the following conditions:

- 50% of any land identified as wetland
- 50% of any land identified as waters of the state including buffer zones
- 50% of any land identified as a flood hazard boundary
- 50% of any land within an electricity transmission easement or row
- 50% of any land within a gas transmission easement or row

The ordinance seeks to amend the dimensional requirements in Chart 8.2 as well as the dimensional requirements in Tables 6.2 and 7.2 to reflect the proposed addition to the density definition.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 735

---

---

#### **SAMPLE MOTION:**

I make a motion to pass Ordinance 735

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

## ATTACHMENTS

- [Ordinance 735 .pdf](#)

**ORDINANCE NO. 735**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 735, TO REPLACE THE DEFINITION OF DENSITY IN ARTICLE 2 (DEFINITIONS AND INTERPRETATIONS) AS SHOWN ON ATTACHED EXHIBIT “A”. STRIKE IN ITS ENTIRETY CHART 8.2 (DIMENSIONAL REQUIREMENTS), WITHIN ARTICLE 8 (MIXED-USE DEVELOPMENT DISTRICT), TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 (AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), TABLE 7.2 (DIMENSIONAL REQUIREMENTS IN TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICTS) WITHIN ARTICLE 7 (TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT) TO BE REPLACED WITH CHART 8.2 (DIMENSIONAL REQUIREMENTS), WITHIN ARTICLE 8 (MIXED-USE DEVELOPMENT DISTRICT), TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 (AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), TABLE 7.2 (DIMENSIONAL REQUIREMENTS IN TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICTS) WITHIN ARTICLE 7 (TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT) AS SHOWN ON ATTACHED EXHIBIT “A”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Add Net Density definition in Article 2 (Definitions and Interpretations) as shown on attached exhibit “A”. Strike in its entirety Chart 8.2 (Dimensional Requirements), within Article 8 (Mixed-Use Development District), Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts) within Article 6 (Agricultural and Conventional Residential Zoning Districts), Table 7.2 (Dimensional Requirements in Traditional Neighborhood development districts) within article 7 (TND, Traditional Neighborhood Development District) to be replaced with Chart 8.2 (Dimensional Requirements), within Article 8 (Mixed-Use Development District), Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts) within Article 6 (Agricultural and Conventional Residential Zoning Districts), Table 7.2 (Dimensional Requirements in Traditional Neighborhood development districts) within article 7 (TND, Traditional Neighborhood Development District) as shown on attached exhibit “A”

**SECTION 2. 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 3. EFFECTIVE DATE.**

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

**SECTION 4. REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

---

Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

---

Ted Baggett, City Attorney

Exhibit "A"

**ARTICLE 2**

**Section 2.2. Design-Related Definitions.**

*Density*: The number of families, individuals, dwelling units or housing structures per unit of land. Gross density is determined by dividing the number of families, individuals, dwelling units or housing structures by the gross area of the land (i.e. all land within the boundaries of the particular area excluding nothing). Net density is determined by subtracting from the gross area the following conditions identified on the land:

- 50 percent of any land identified as a wetland; and
- 50 percent of any land identified waters of the state including the buffer zones; and
- 50 percent of any land identified as a flood hazard boundary; and
- 50 percent of any land within an electricity transmission easement or right-of-way; and
- 50 percent of any land within a gas transmission easement or right-of-way.

The result of this calculation is the net acreage. The net acreage is divided into the number of units to determine the net density.

**ARTICLE 6**

**Table 6.2 Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts**

| Requirement (measurement unit)                                           | A       | R-1    | R-2    | MHP    |
|--------------------------------------------------------------------------|---------|--------|--------|--------|
| Maximum height (feet)                                                    | 75      | 35     | 35     | 35     |
| Maximum height (number of stories)                                       | 3       | 3      | 3      | 1      |
| Maximum density (Net)                                                    | 0.333 * | 2.18 * | 4 *    | 4 *    |
| Minimum lot size for detached single-family dwelling (square feet) (1)   | 130,680 | 20,000 | 15,000 | 10,000 |
| Minimum lot size for two-family dwelling (square feet) (1)               | N/A     | N/A    | N/A    | N/A    |
| Minimum lot size for other uses (square feet) (1)                        | 130,680 | 43,560 | 15,000 | 10,000 |
| Minimum lot width (feet)                                                 | 200     | 90     | 75     | 50     |
| Minimum heated floor area per dwelling unit (square feet)                | 1,500   | 2,200  | 1,800  | 1,000  |
| Minimum front yard setback from lot line, all principal buildings (feet) | 80      | 35     | 25     | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)  | 25      | 25     | 15     | 20     |
| Minimum side setback, corner lot, all principal buildings (feet)         | 60      | 35     | 25     | 20     |

|                                                                                                                                      |                                    |     |     |     |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----|-----|-----|
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25  | 20  | 20  |
| Minimum setback, all principal or accessory buildings and structures abutting residential                                            | Side and rear setbacks shall apply | 50  |     |     |
| Minimum width of natural buffer abutting residential                                                                                 | None                               |     |     | 40  |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15  | 10  | 10  |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A | N/A | N/A |
| Minimum landscape strip required alongside property lines for any nonresidential use if permitted (width in feet)                    | 5                                  | 5   | 5   | 5   |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25  | 35  | 50  |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20  | 15  | 15  |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2.

- (1) Where an on-site sewage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

## ARTICLE 7

**Table 7.2 Dimensional Requirements in Traditional Neighborhood Development Districts**

| Requirement (measurement unit)                                                                                            | TND   |
|---------------------------------------------------------------------------------------------------------------------------|-------|
| Maximum height (feet)                                                                                                     | 30    |
| Maximum height (number of stories)                                                                                        | 3     |
| Maximum density (Net)                                                                                                     | 6.5*  |
| Minimum lot size for detached single-family dwelling (square feet)                                                        | 6,700 |
| Minimum lot size for other uses (square feet)                                                                             | 5,000 |
| Minimum lot width (feet)                                                                                                  | 40    |
| Minimum lot depth (feet)                                                                                                  | 80    |
| Minimum heated floor area per dwelling unit (square feet)                                                                 | 1,200 |
| Minimum front yard setback from lot line (feet)                                                                           | 0     |
| Minimum side setback, interior lot line or corner lot, all principal buildings (feet)                                     | 5     |
| Minimum rear setback, all principal buildings (feet)                                                                      | 25    |
| Rear setback for an accessory building when abutting an alley                                                             | None  |
| Minimum landscape strip required along right-of-ways for any nonresidential use if permitted (width in feet)              | 15    |
| Maximum coverage of impervious surface (percent of lot)                                                                   | 45    |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots and townhomes (percent) | 20    |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2

## ARTICLE 8

**Chart 8.2 Dimensional Requirements**

| Requirement (measurement unit)                                                                                                       | MU                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Maximum density (Net)                                                                                                                | 50 acres or less - 6 *<br>50+ acres - 5 * |
| Minimum lot width, single-family detached (feet)                                                                                     | 50                                        |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,200                                     |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | None                                      |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 25                                        |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | 25                                        |
| Minimum landscape strip required alongside property lines for any nonresidential use if permitted (width in feet)                    | 25                                        |
| Minimum landscaped open space                                                                                                        | See Article 10                            |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Professional Engineering Services for P.D. Fleet Maintenance Building for Site Work Design (Phase 1)

**COUNCIL MEETING DATE:** February 20, 2025

---

#### **HISTORY:**

The City owns an existing parcel at 5459 East Main Street (at the end of Roberts Drive) where an existing water tank and ground storage tank are located. The City plans to develop a portion of this site as a “fleet maintenance shop” for the Police Department to work on/maintain vehicles in addition to a new storage facility. The City plans to phase the project in two stages: Phase 1) design and construction of civil site improvements, including grading, drainage, and utilities, and Phase 2) design and construction of the buildings themselves (architectural, structural, mechanical/electrical/plumbing, lighting, etc). The currently proposed contract would engage ESG Engineering for professional design services for Phase 1. Phase 2 design and construction work will occur at a later time via separate contracts.

---

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

**FACTS AND ISSUES:** ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

##### **Task #1 “ Geotechnical Data Collection**

Soil borings will be performed to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site.

##### **Task #2 “ Engineering Design**

Engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage and utilities.

##### **Task #3 “ Construction Administration**

Construction Administration services include preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete.

---

---

**OPTIONS:**

- 1) Contract with ESG Engineering
- 2) Do Not Contract with ESG Engineering

---

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

Yes

---

**AMOUNT AND SOURCE OF FUNDS:**

\$65,550 - SPLOST and Local Resources Fund

---

**RECOMMENDATION:**

Enter a contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of civil site development improvements (Phase 1) at 5459 East Main Street, which will be the site of future building improvements (Phase 2) for the Police Department Fleet Maintenance Building and storage facilities.

---

**SAMPLE MOTION:**

I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of the P.D. Fleet Maintenance Building “Site Work Design (Phase 1) project.

---

**COLLABORATING DEPARTMENT:**

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

**ATTACHMENTS**

- [Executive Summary - P.D. Fleet Maintenance Bldg.pdf](#)
- [Flowery Branch - PD Fleet Maint. Bldg \(Phase 1\) - Eng Agreement.pdf](#)
- [2025.02.07 - PD & Storage Bldg - Prelim Layout.pdf](#)

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

**SUBJECT:** Professional Engineering Services for P.D. Fleet Maintenance Building – Site Work Design (Phase 1)

**DATE:** February 20, 2025

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL- \$65,550.00**

**( X ) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**( ) STATUS REPORT**

**( ) OTHER**

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

---

**PURPOSE:** To contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of civil site development improvements (Phase 1) at 5459 East Main Street, which will be the site of future building improvements (Phase 2) for the Police Department Fleet Maintenance Building and storage facilities.

---

---

**HISTORY:** The City owns an existing parcel at 5459 East Main Street (at the end of Roberts Drive) where an existing water tank and ground storage tank are located. The City plans to develop a portion of this site as a “fleet maintenance shop” for the Police Department to work on/maintain vehicles in addition to a new storage facility. The City plans to phase the project in two stages: Phase 1) design and construction of civil site improvements, including grading, drainage, and utilities, and Phase 2) design and construction of the buildings themselves (architectural, structural, mechanical/electrical/plumbing, lighting, etc). The currently proposed contract would engage ESG Engineering for professional design services for Phase 1. Phase 2 design and construction work will occur at a later time via separate contracts.

---

---

**FACTS AND ISSUES:** ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

**Task #1 – Geotechnical Data Collection**

Soil borings will be performed to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site.

**Task #2– Engineering Design**

Engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage and utilities.

---

---

---

---

**Task #3 – Construction Administration**

Construction Administration services include preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete.

---

---

**OPTIONS:** 1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

**RECOMMENDED SAMPLE MOTION:** I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of the P.D. Fleet Maintenance Building – Site Work Design (Phase 1) project.

---

---

**DEPARTMENT:** Administration

---

---

**Prepared by:** Tonya D. Parrish

---

---

|                     |                                                              |
|---------------------|--------------------------------------------------------------|
| ENGINEER's ADDRESS: | 6400 Peake Road, Macon, GA 31210                             |
| PROJECT NO.:        | <i>Pending</i>                                               |
| PROJECT NAME:       | P.D. Fleet Maintenance Building – Site Work Design (Phase 1) |
| CLIENT:             | City of Flowery Branch                                       |
| CLIENT'S ADDRESS:   | 5410 Pine Street, Flowery Branch, GA 30542                   |

CLIENT requests and authorizes ESG Engineering, Inc (hereinafter “ESG Eng” or “ENGINEER”) to perform the following Services

### Scope of Services

ESG Engineering, Inc., is pleased to submit this Task Order Agreement for the “P.D. Fleet Maintenance Building – Site Work Design (Phase 1)” project and will perform, in conjunction with sub-consultants, the following Scope of Services:

#### Task #1 – Geotechnical Data Collection

This task will include the performance of soil borings to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site. The boring report will also include a recommended building foundation section/thickness and recommended pavement section/thickness. This work will be performed by a third-party geotechnical materials/testing firm; invoices will be paid by ENGINEER and submitted to the City for reimbursement.

#### Task #2– Engineering Design

ENGINEER will provide professional design services for the construction of civil site work improvements (Phase 1) in preparation for a future building project on site (Phase 2). Phase 1 engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task order does not include plans for buildings, architectural, structural, mechanical/electrical/plumbing, lighting, etc (Phase 2).

This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage, utilities, and erosion control measures. Also included In this task will be any standard permitting\* required for the project, bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

#### Task #3 – Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (US Army Corp, power company), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

[continued on next page]

## Compensation

The parties acknowledge and agree that the City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG Eng pursuant to the terms provided below and the terms and conditions of the Agreement.

*Approximate Estimate of Construction (Phase 1 – Site Work): \$650,000*

|                                                                    |                        |
|--------------------------------------------------------------------|------------------------|
| <b>Task 1 – Geotechnical Data Collection</b>                       | \$12,550.00 (Lump Sum) |
| <b>Task 2 – Survey, Design Engineering, and Bid Administration</b> | \$37,500.00 (Lump Sum) |
| <b>Task 3 – Construction Administration</b>                        | \$15,500.00 (Lump Sum) |

\*Fees that remain unused for one task may be allocated to fulfill another task, provided that the cumulative total of all fees remain within the pre-established total.

## Schedule

Work will begin when the signed Agreement is returned.

## Other Terms

Not Applicable

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

### CLIENT:

Signature \_\_\_\_\_  
Name (printed) Tonya Parrish  
Title City Manager  
Date 2/07/2025

### ESG Engineering, Inc:

Signature   
Name (printed) Arthur (Trey) Gavin  
Title SVP and GM  
Date 2/07/2025

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

### 4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health

or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

### 8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 9. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **10. Insurance**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

#### **11. Limitation of Liability**

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the lesser of \$100,000 or its fee, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

#### **12. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

#### **13. No Third-Party Beneficiaries**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this

Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

#### **14. Hazardous Materials**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **15. Utility Locations**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **16. Assignments**

Neither party shall have the power to or will assign any of the duties



or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

## **17. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

## **18. Force Majeure**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **19. Litigation Support**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **20. Operational Technology Systems**

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

## **21. Access to Facilities and Property**

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

## **22. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

## **23. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## **24. Controlling Law and Agreement**

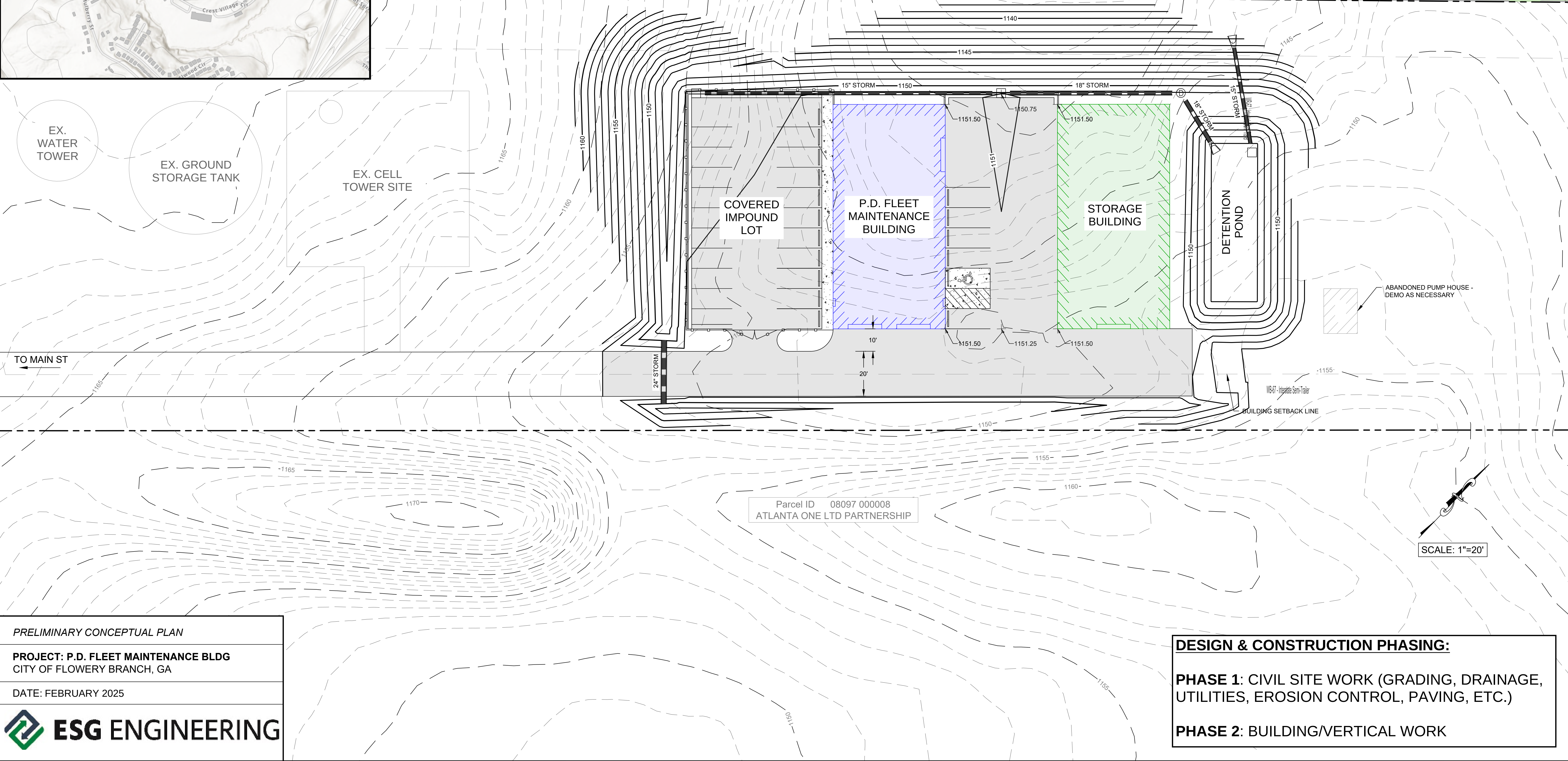
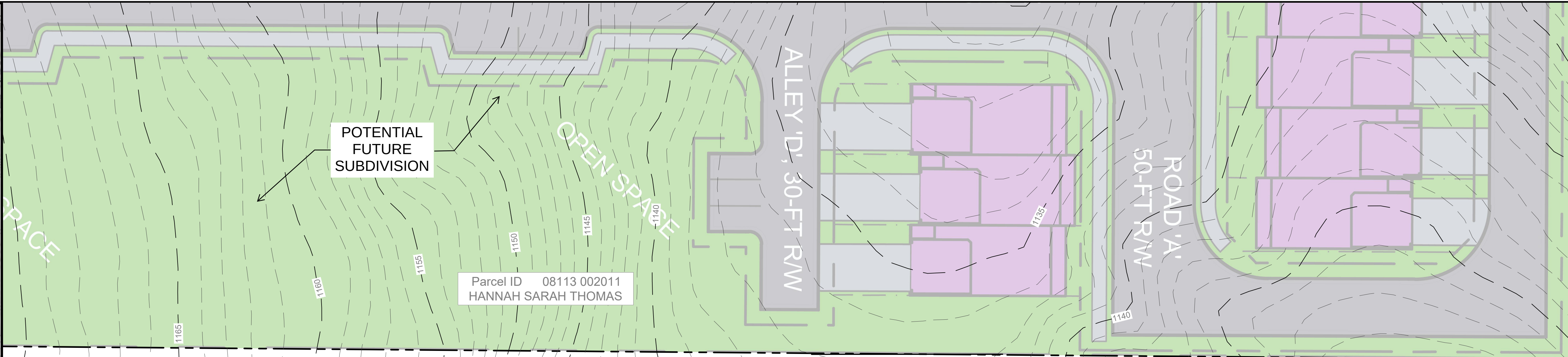
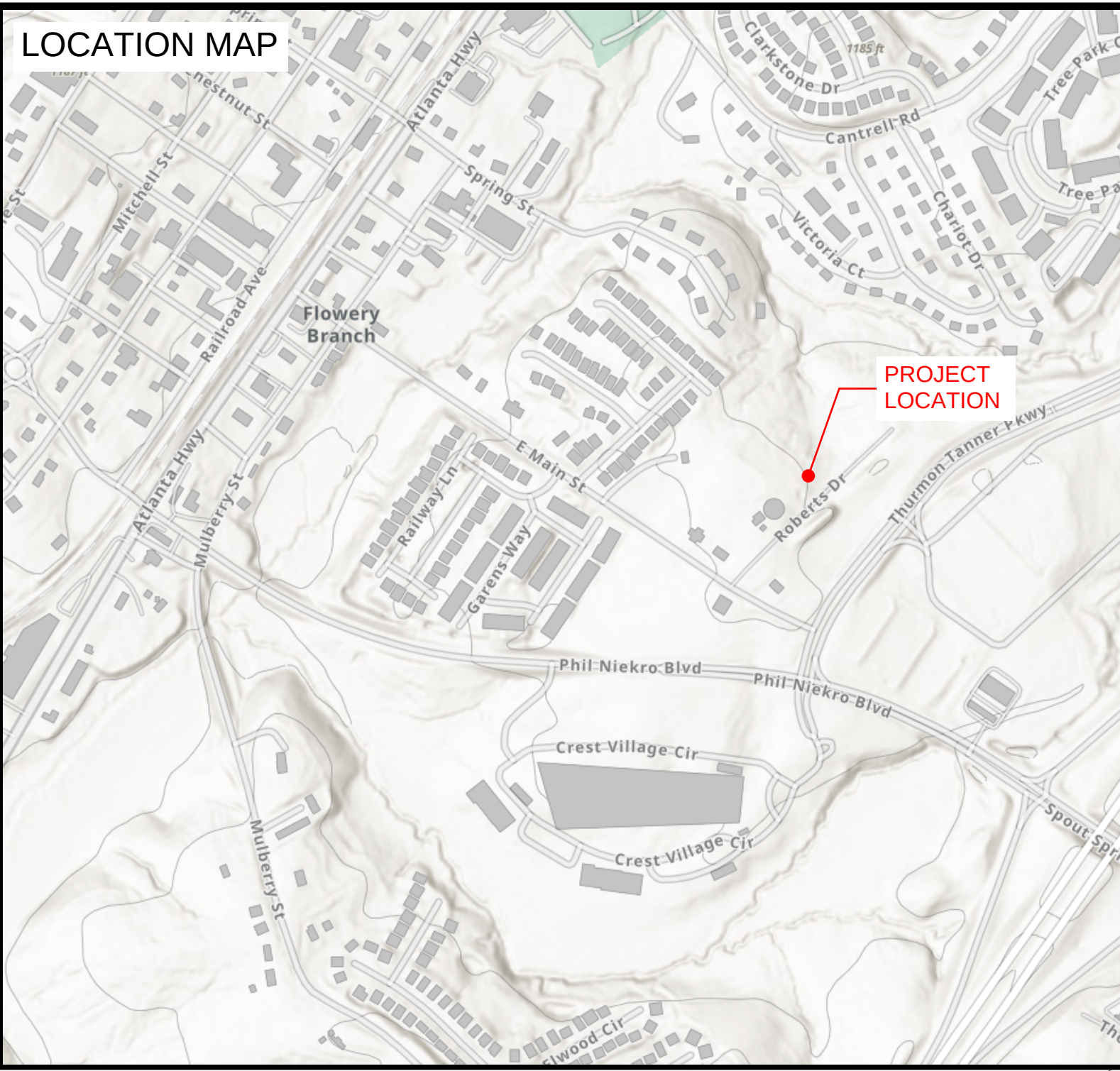
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

## **25. Execution**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.









## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Resolution No. 25-001 Opting Out of House Bill 581

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

**HISTORY:** The Georgia Legislature approved HB 581 during the 2024 session. The legislation required a statewide referendum, which passed. The bill places caps (limits) on the assessed value of homesteaded properties. The bill enacts a statewide floating homestead exemption.

The language on the ballot was as follows:

Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?

The bill also had a provision for cities (and other agencies) to “opt out” of offering the exemption. There are specific requirements for any agency to opt out which include advertising, holding three public hearings, and filing with the Secretary of State’s Office by March 1, 2025.

---

---

#### FACTS AND ISSUES:

In complying with the requirements of the law, the City of Flowery has advertised three public hearings, and has held said public hearings on February 13th at 8:30am, February 18th at 6:00pm and February 20th at 6:00pm. After these public hearings council may consider opting out of House Bill (HB) 581.

This has no effect on the existing senior school tax exemption.

---

---

#### OPTIONS:

- 1) Approve HB 581 and opt out of HB 581.
- 2) Do not approve HB 581 which opts “in” HB 581.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

N/A

---

---

**RECOMMENDATION:**

Consider opting out of House Bill 581

---

---

**SAMPLE MOTION:**

No recommendation.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - Resolution No. 25-001 Opting Out of HB 581.pdf](#)
- [Resolution 25-001 OPTing Out of HB 581.pdf](#)



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

**SUBJECT:** Consider Resolution No. 25-001 Opting Out of House Bill 581

**DATE:** February 14, 2025

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

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

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

---

**PURPOSE:** To consider opting out of House Bill 581.

---

---

**HISTORY:** The Georgia Legislature approved HB 581 during the 2024 session. The legislation required a statewide referendum, which passed. The bill places caps (limits) on the assessed value of homesteaded properties. The bill enacts a statewide floating homestead exemption.

The language on the ballot was as follows:

*Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?*

The bill also had a provision for cities (and other agencies) to “opt out” of offering the exemption. There are specific requirements for any agency to opt out which include advertising, holding three public hearings, and filing with the Secretary of State’s Office by March 1, 2025.

---

---

---

---

**FACTS AND ISSUES:** In complying with the requirements of the law, the City of Flowery has advertised three public hearings, and has held said public hearings on February 13<sup>th</sup> at 8:30am, February 18<sup>th</sup> at 6:00pm and February 20<sup>th</sup> at 6:00pm. After these public hearings council may consider opting out of House Bill (HB) 581.

This has no effect of the existing senior school tax exemption.

---

---

**OPTIONS:**

- 1) Approve HB 581 and opt out of HB 581.
  - 2) Do not approve HB 581 which opts “in” HB 581.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

No recommendation.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish

---

---

RESOLUTION BY THE CITY OF FLOWERY BRANCH TO OPT OUT OF THE HOMESTEAD  
EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2

WHEREAS, Georgia Code O.C.G.A. § 48-5-44.2, effective January 1, 2025, creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

WHEREAS, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

WHEREAS, the City of Flowery Branch desires to opt out of the homestead exemption otherwise granted; and

WHEREAS, City of Flowery Branch has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public meetings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on its website as required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Flowery Branch hereby opts out of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the City Council of the City of Flowery Branch.

BE IT FURTHER RESOLVED, that the City of Flowery Branch City Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Secretary of State no later than March 1, 2025.

PASSED AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FLOWERY BRANCH, GEORGIA

---

EDWARD R. ASBRIDGE, MAYOR

ATTEST:

---

SHELIA R. COOPER, CITY CLERK

APPROVED AS TO FORM:

---

TED C. BAGGETT, CITY ATTORNEY





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Professional Engineering Services for Road Paving Improvements Project

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

The City has identified 1) roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage, and 2) roads in the downtown area in need of sidewalks and drainage improvements. The City will engage ESG Engineering to design and bid two separate construction projects: 1) a paving improvements project, and 2) a sidewalk/drainage improvements project. The engineer will also provide construction administration services during each project to ensure the work is constructed as specified.

---

---

#### FACTS AND ISSUES:

ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

Task #1 “Geotechnical Data Collection” Asphalt Cores

Asphalt core samples will be collected from the existing roads and will provide important surface and subsurface data.

Task #2 “Engineering Design for Paving Improvements

This task includes Engineering Plans, Technical Specifications, and Contract Documents as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

Task #3 “Engineering Design for Sidewalk/Drainage Improvements

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, and minor utility adjustments, as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

Task #4-5 “Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

---

---

#### OPTIONS:

1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

\$160,700 - SPLOST and Local Resources Fund

---

---

**RECOMMENDATION:**

Approve a contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**SAMPLE MOTION:**

I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Administration

---

---

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Executive Summary - Eng Services for Paving Sidewalks NEW.pdf](#)
- [Flowery Branch - 2025 Road Paving & Sidewalks - Eng Agreement.pdf](#)
- [2025 Paving & Sidewalks - Location Map.pdf](#)

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

**SUBJECT:** Professional Engineering Services for Road Paving Improvements Project

**DATE:** February 20, 2025

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

**BUDGET INFORMATION:**

**ANNUAL-**  
**CAPITAL- \$160,700.00**

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

**PURPOSE:** To contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**HISTORY:** The City has identified 1) roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage, and 2) roads in the downtown area in need of sidewalks and drainage improvements. The City will engage ESG Engineering to design and bid two separate construction projects: 1) a paving improvements project, and 2) a sidewalk/drainage improvements project. The engineer will also provide construction administration services during each project to ensure the work is constructed as specified.

---

---

**FACTS AND ISSUES:** ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

**Task #1 – Geotechnical Data Collection – Asphalt Cores**

Asphalt core samples will be collected from the existing roads and will provide important surface and subsurface data.

**Task #2– Engineering Design for Paving Improvements**

This task includes Engineering Plans, Technical Specifications, and Contract Documents as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

**Task #3– Engineering Design for Sidewalk/Drainage Improvements**

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, and minor utility adjustments, as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

**Task #4-5 – Construction Administration**

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

---

---

---

**OPTIONS:** 1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

**RECOMMENDED SAMPLE MOTION:** I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya D. Parrish

---

---

|                     |                                                       |
|---------------------|-------------------------------------------------------|
| ENGINEER's ADDRESS: | 6400 Peake Road, Macon, GA 31210                      |
| PROJECT NO.:        | <i>Pending</i>                                        |
| PROJECT NAME:       | 2025 Road Paving, Sidewalk, and Drainage Improvements |
| CLIENT:             | City of Flowery Branch                                |
| CLIENT'S ADDRESS:   | 5410 Pine Street, Flowery Branch, GA 30542            |

CLIENT requests and authorizes ESG Engineering, Inc (hereinafter "ESG Eng" or "ENGINEER") to perform the following Services

### Scope of Services

ESG Engineering, Inc., is pleased to submit this Task Order Agreement for the 2025 Road Paving Improvements Project and will perform, in conjunction with sub-consultants, the following Scope of Services:

#### Task #1 – Geotechnical Data Collection – Asphalt Cores

This task will include the performance of asphalt core samples to collect important roadway surface and subsurface data such as type and thickness of pavement courses and base courses, as well as subgrade strength testing. This information will assist ENGINEER in specifying cost-effective resurfacing improvements and will help reduce uncertainty for the contractor in their preparation of bid pricing. This work will be performed by a third-party geotechnical materials/testing firm; invoices will be paid by ENGINEER and submitted to the City for reimbursement.

#### Task #2– Engineering Design for Paving Improvements

ENGINEER will provide professional design services for the resurfacing of existing roads, such as milling, overlay, and/or full-depth pavement improvements as determined on a site-specific/case-by-case basis. Design will also include ancillary work required for the project, including traffic control, leveling, striping, and adjusting existing valve boxes to final grade on the following roads:

Roads identified by the City for resurfacing (subject to change\*):

| Road              | Start             | End               | CL Length (ft) |
|-------------------|-------------------|-------------------|----------------|
| Radford Rd        | McEver Rd         | RR                | 795            |
|                   | Jim Crow Rd       | McEver Rd         | 1641           |
| Boston Trail Dr   | Lights Ferry Rd   | Valley Forge Dr   | 184            |
| Valley Forge Dr   | Cul-de-Sac        | Cul-de-Sac        | 2101           |
| Independence Dr   | Valley Forge Dr   | Cul-de-Sac        | 338            |
| Saratoga Dr       | Valley Forge Dr   | Cul-de-Sac        | 777            |
| Germantown Dr     | Saratoga Dr       | Kettle Creek Way  | 477            |
| Lights Ferry Rd   | City Limits       | Boston Trail      | 350            |
| Cantrell Rd       | Atlanta Hwy       | Cemetery Rd       | 539            |
| Holland Dam Rd    | Spout Springs Rd  | City Limits       | 729            |
| Hog Mountain Rd   | Spout Springs Rd  | City Limits       | 1151           |
| Weathervane Rd    | Regatta Way       | Cul-de-Sac        | 583            |
| Silverleaf Dr     | Regatta Way       | Cul-de-Sac        | 408            |
| Copper Kettle Way | Brass Lantern Dr  | Cul-de-Sac        | 820            |
| Brass Lantern Dr  | Copper Kettle Way | Copper Kettle Way | 1850           |

\*Minor changes in road selection included in this project scope; substantial changes/increases in scope resulting in increased design work will be performed at an hourly rate.

### Task #3– Engineering Design for Sidewalk/Drainage Improvements

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, utility adjustments, and minor site modifications on the following roads:

| Road             | Start          | End          | CL Length (ft) |
|------------------|----------------|--------------|----------------|
| West Chestnut St | Gainesville St | Mitchell St  | 400            |
| Martin St        | Mitchell St    | Railroad Ave | 530            |

This task will include Engineering Plans, Technical Specifications, and Contract Documents. Also included In this task will be any standard permitting\* required for the project, bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

### Tasks #4 & #5 – Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (US Army Corp, power company), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

## Compensation

The parties acknowledge and agree that the City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG Eng pursuant to the terms provided below and the terms and conditions of the Agreement.

Approximate Estimate of Work:

Paving Improvements: \$1,150,000

Sidewalk/Drainage Improvements \$750,000

Total Estimated Construction Cost: \$1,900,000

|                                                                                         |                        |
|-----------------------------------------------------------------------------------------|------------------------|
| <b>Task 1 – Geotechnical Data Collection – Asphalt Cores</b>                            | \$14,100.00 (Lump Sum) |
| <b>Task 2 – Paving – Survey, Design Engineering, and Bid Administration</b>             | \$60,400.00 (Lump Sum) |
| <b>Task 3 – Sidewalks/Drainage – Survey, Design Engineering, and Bid Administration</b> | \$42,000.00 (Lump Sum) |
| <b>Task 4 – Paving – Construction Administration</b>                                    | \$26,200.00 (Lump Sum) |
| <b>Task 5 – Sidewalks/Drainage – Construction Administration</b>                        | \$18,000.00 (Lump Sum) |

\*Fees that remain unused for one task may be allocated to fulfill another task, provided that the cumulative total of all fees remain within the pre-established total.

### Schedule

Work will begin when the signed Agreement is returned.

### Other Terms

Not Applicable

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

#### CLIENT:

Signature \_\_\_\_\_  
Name (printed) Tonya Parrish  
Title City Manager  
Date 2/07/2025

#### ESG Engineering, Inc:

Signature   
Name (printed) Arthur (Trey) Gavin  
Title SVP and GM  
Date 2/07/2025

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

### 4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health

or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

### 8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 9. Changes



The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **10. Insurance**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

#### **11. Limitation of Liability**

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the lesser of \$100,000 or its fee, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

#### **12. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

#### **13. No Third-Party Beneficiaries**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this

Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

#### **14. Hazardous Materials**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **15. Utility Locations**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **16. Assignments**

Neither party shall have the power to or will assign any of the duties

or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

## **17. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

## **18. Force Majeure**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **19. Litigation Support**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **20. Operational Technology Systems**

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

## **21. Access to Facilities and Property**

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

## **22. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

## **23. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## **24. Controlling Law and Agreement**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

## **25. Execution**

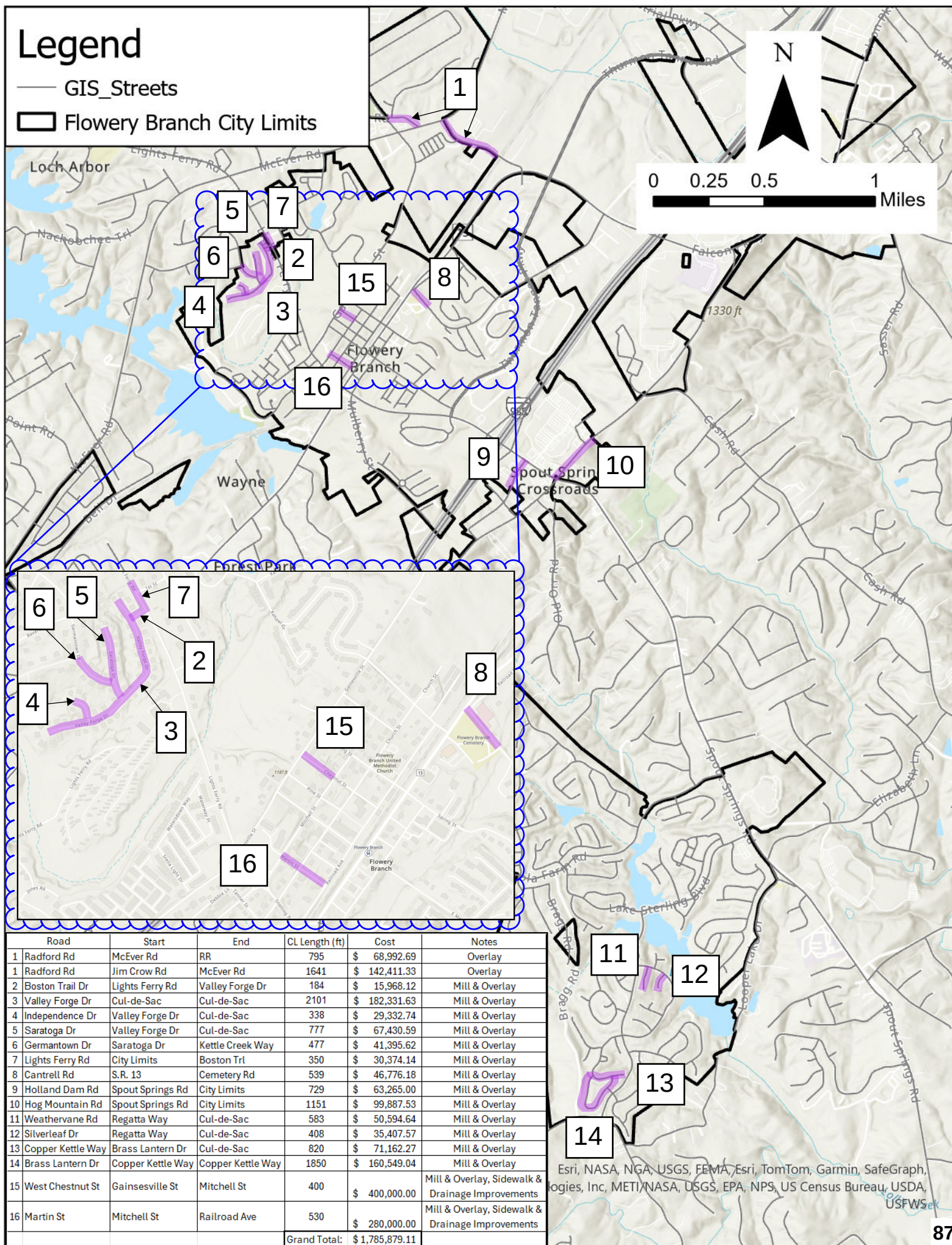
This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.



# Legend

— GIS\_Streets

□ Flowery Branch City Limits



Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, Logies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider February 6, 2025 City Council Meeting Minutes

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

No

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Unofficial February 6, 2025 City Council Meeting Minutes.pdf](#)





**City of Flowery Branch  
City Council Meeting  
Thursday, February 6, 2025, 6:00 PM  
City of Flowery Branch City Hall  
5410 Pine Street, Flowery Branch, GA 30542**



**CALL WORK SESSION TO ORDER:**

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

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Matthew Hamby, Planning and Community Development Director Chris McCrary, Director of Fun Renee Carden, Public Works & Utilities Director Bill Whidden, and City Attorney Ted Baggett.

**PLEDGE OF ALLEGIANCE:**

Mayor Asbridge led the Pledge of Allegiance.

**ADOPTION OF AGENDA:**

There was a motion made to add an item to the agenda for New Business Work Session and New Business Voting Session to Consider a Development Agreement with Thurmon Tanner Logistics II Owner, LLC.

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

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

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

**AWARDS & RECOGNITIONS:** There were no awards or recognitions.

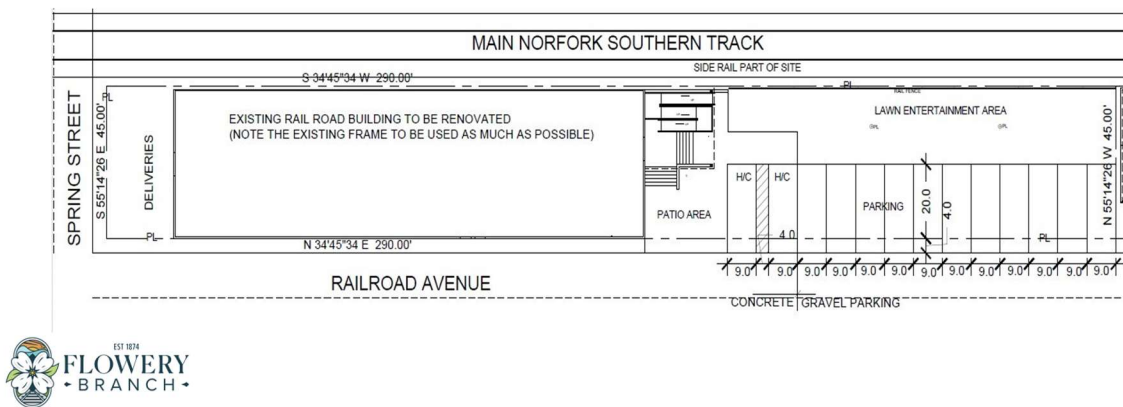
**PUBLIC HEARING:**

Consider Approval of Ordinance 730 for a Public Hearing and First Reading of a Conditional Use Permit at 5205 Railroad Avenue for the Operation of a Micro-Brewery. Consider Approval of a Certificate of Appropriateness for the Alteration of a Historic Building at 5205 Railroad Avenue.

Director McCrary presented Ordinance 730 where the applicant is seeking the approval of a Conditional Use Permit for the operation of a micro-brewery within the existing building located at 5205 Railroad Avenue. The building appears as #62 on the Historical Registry, requiring a Certificate of Appropriateness prior to any material or structural changes to the façade.

## SITE PLAN

**The applicant provided a site plan showing 13 parking spaces. One of the heaviest uses for parking requirements is a restaurant. With ~5,900 sq. feet of restaurant area, the required parking is significant. For the restaurant area alone, the required parking is 47 parking spaces.**



Given the existing parking constraints in the area, it is reasonable to require the applicant to address the parking deficiency through a combination of available options to meet the required parking capacity. The applicant must present a comprehensive parking solution. If a sufficient solution is not provided, the Zoning Administrator concludes that parking issues will arise with the introduction of a restaurant at this location.

The subject building located at 5205 Railroad Avenue (Parcel 08112 016001) is designated as historic building #62. Per the Historic District Zoning Ordinance, a certificate of appropriateness is required prior to any material change to the building or site. The applicant provided an existing condition report which gives an accurate representation of the current conditions and highlights critical areas to be addressed:

1. Roof: Full replacement or extensive repairs to address leaks and structural issues.

2. Exterior Walls: Repair and seal damaged wood elements; apply protective coatings to block walls.
3. Foundation: No action required at this time.
4. Windows and Doors: Replace or repair for improved functionality and aesthetics.
5. Interior Repairs: Address moisture infiltration, repair finishes, and consider new flooring installation.
6. Utilities: Conduct detailed inspections and upgrade as necessary to meet future operational demands.

### **Elevations:**

The applicant provided color renderings of the subject building



Staff recommend the approval of the proposed Conditional Use Permit (CUP) for the operation of a micro-brewery with the following conditions:

1. The Conditional Use Permit is issued to the entity obtaining the business license and should the occupant vacate the building, the CUP expires.
2. Adequate parking shall be provided to support the proposed micro-brewery and restaurant per the requirements of Table 21.3. The applicant shall provide a parking plan with a combination of proposed parking, street parking along Spring Street, and shared parking with a privately owned entity. The Planning and Community Development Director shall be provided with a copy of the shared parking agreement should the applicant arrange approval of shared parking.
3. All parking spaces proposed must be compliant with Article 21.
4. The approval of the CUP does not provide approval of variances to federal, state, or local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.
6. The building plans shall be substantially similar to the area use breakdown provided by the applicant. The building is +/- 8,700 square feet. 2,000 square feet of brewery, 1,000

square feet of bathroom, 4,900 square feet of restaurant, and 800 square feet of mechanical.

Staff recommend the approval of a Certificate of Appropriateness for the subject property with the following conditions:

1. The building materials shall be similar to the information provided in note one on the building elevations.
2. The applicant shall add more wall openings adjacent to Railroad Avenue to break up the wall plane. It should be similar to the elevation facing Atlanta Highway. Final design to be approved by the Planning and Community Development Director.
3. The building finish shall be Galvalume Plus similar in color to the existing building maintaining the character of the building. The finish shall not be reflective or mirror-like. The applicant shall provide a sample of the material with colors for approval by the Planning and Community Development Director.
4. The applicant shall provide architectural details of the windows and doors including material and color. Final design to be approved by the Planning and Community Development Director.
5. The applicant shall provide details of the stepped decking and handicap ramps at the entrance for review of material and colors. Final design to be approved by the Planning and Community Development Director.

In Favor:

Applicant Josh Roberts, 6352 Gaines Ferry Road, Flowery Branch, Georgia

Applicant Adam Fiddler, 251 Elmira Place, Atlanta, Georgia

Graham Johnston, 6021 Mill Rose Trace, Flowery Branch, Georgia

Brian Graham, 7015 Kempton Court, Flowery Branch, Georgia

Charles Kizina, 5763 Boulder Ridge Court, Flowery Branch, Georgia

Rich Fulgham, 6256 Mount Salem Circle, Flowery Branch, Georgia

Rick Foote, 6252 Brookfield Drive, Murrayville, Georgia

There was no one to speak against the request.

Council held a discussion with the applicants.

Director McCrary gave an overview of the certificate of appropriateness.

Mayor Asbridge closed the public hearing at 6:29 p.m.

### **NEW BUSINESS -WORK SESSION:**

*Consider a Development Agreement with Thurmon Tanner Logistics II Owner, LLC.*

City Attorney Baggett presented a development agreement with Thurmon Tanner Logistics II, LLC for transportation improvements through a financial contribution to mitigate traffic impacts



of the development and/or improve the operation and safety of Thurmon Tanner Parkway and Phil Niekro Boulevard.

*Consider a Task Order Agreement with ESG Engineering, Inc. for Professional Design and Management Services for Phase I of the Pedestrian Trail.*

Mr. Elias Gobble presented a task order agreement with ESG Engineering, Inc. for professional design and management services for Phase I of the pedestrian trail. After being awarded a \$1,000,000 grant from the Appalachian Regional Commission (ARC) in September 2024, the environmental assessment required by National Environmental Policy Act (NEPA) began on January 9, 2025. This process could take up to 90 days. Also occurring during this period there will be survey work and geotechnical analysis. After environmental assessment, geotechnical analysis, and surveying are completed, the engineers can initiate the design phase, which will take up to 120 days. After a six-week construction bid phase, construction can begin on approximately October 1, 2025, leaving a year to complete Phase 1 of the trail project by September 30, 2026. The request will not exceed \$190,000 without written authorization from the City.

Council held a discussion with Mr. Gobble.

**DEPARTMENT REPORTS:**

City Manager Report:

City Manager Parrish reported there are several capital projects completed this week. The EQ tank at the wastewater treatment plant is back up and operational. The tank connectivity from the ground tank on Roberts Drive down East Main Street to the new elevated water tank is complete and hopefully water will be flowing soon between those two in that line. Railroad Avenue paving is finishing up the 2024 paving.

Department of Fun Report:

Director Carden noted upcoming events.

Finance Department Report:

Director Hamby advised citizens about the Flowery Branch app where you can find information about what is going on in the City.

Human Resources Report:

Director Hightower presented an update from Human Resources.

## Some HR Duties

- Payroll
- Quarterly and Annually Tax Reporting (W2's, 1095 -C's, 941's)
- FMLA / FLSA
- Workers Comp
- Employee Handbook and other policy development
- Benefits
- Recruitment, except for the PD (job posting, screening, interviewing)
- Liability Insurance
- Employee Wellness
- Personnel Records
- Random/Post Accident Drug Screens
- Onboarding / Offboarding
- Create and assign badge access
- FSA and 457(b)
- Employee Assistance Program
- Track annual performance



## Board Member of SHRM Foothills of Georgia Chapter



**Krystle Hightower**

*Secretary*  
City of Flowerly Branch





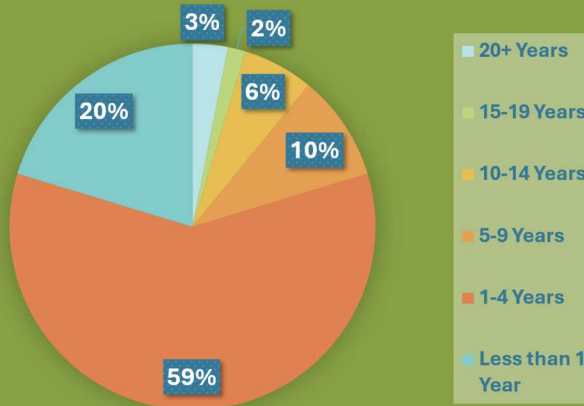
Barry Faulkner – WWTP  
awarded for 20 Years of  
service



“Employee retention is NOT preventing people from leaving. Employee retention is giving them reasons to STAY” ~ Anca Larsen



### Years of Service by Percentage



Bradley Thomas - PW awarded  
for 20 Years of service

- \*2024 Number of Applications = 212
- \*2024 Number of Interviews = 51
- \*2024 Number of New Hires = 14
- \*2024 Number of Former Employees = 10
- \*2024 Number of Updated Job Descriptions = 18 (39%)

\*This data does not include the Police Department



**WE ARE BLOOMING!**

Do you want to bloom where you are planted? Then join our team at the City of Flowery Branch! We are looking for talented individuals to help us continue to make Flowery Branch a vibrant place to live life in full bloom!

**OPEN POSITIONS**

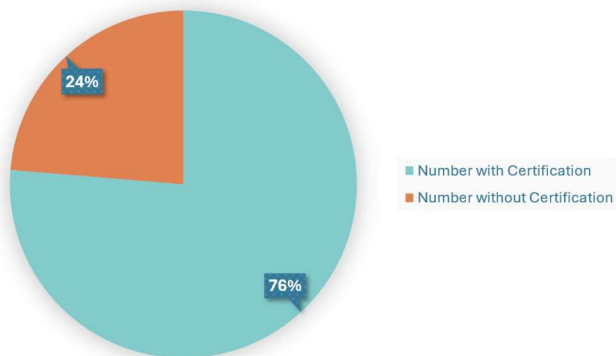
- WATER / WASTEWATER MAINTENANCE TRAINEE
- PUBLIC WORKS MANAGER

**APPLY NOW!**

FOR MORE INFORMATION VISIT:  
[WWW.FLOWERYBRANCHGA.ORG](http://WWW.FLOWERYBRANCHGA.ORG)

*Always Blooming!*

## Employee Certifications



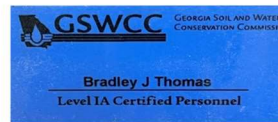
76% of our employees (non police roles) have some form of certification





## Employee Certifications

Our employees hold  
**184**  
certifications



## Employee Gatherings



## Council Report:

Council Member McDaniel stated it was good to see all the citizens come out to the meeting tonight.

Council Member McClellan wanted to follow up on Director Hightower's department report and said it is like the City is running a business.

**ADJOURNMENT WORK SESSION:**

Mayor Asbridge adjourned the work session at 6:56 p.m.

**VOTING SESSION AGENDA**

**CALL VOTING SESSION TO ORDER:**

Mayor Asbridge called the voting session to order at 6:56 p.m.

**PUBLIC COMMENTS:**

Andrew Canas, 1710 Ashbury Park Drive, Hoschton, Georgia

Mr. Canas wanted to offer support of the micro-brewery.

**CONSENT AGENDA:**

- Consider January 16, 2025 City Council Meeting Minutes
- Consider December 2024 & January 2025 Per Diem for Council Member Mezzanotte
- Consider Second Amendment to Nic St. Clair Lease Agreement at 5509 Main Street, Flowery Branch, Georgia
- Consider Terminating the Agreement for 5527 Main Street with Baby Bell Candy Apples, LLC.

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

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

**UNFINISHED BUSINESS - VOTING SESSION:**

Consider the Second Reading of Ordinance 725 for Annexation at 4272 Thurmon Tanner Parkway for the Operation of a Pickleball Recreation Facility.

City Clerk Cooper read the caption for Ordinance 725 for Annexation at 4272 Thurmon Tanner Parkway for the Operation of a Pickleball Recreation Facility.

There was a motion made to approve the second reading of Ordinance 725.

MOTION: Oliver McClellan

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Consider the Second Reading of Ordinance 726 for a Rezoning and Conditional Use Permit at 4272 Thurmon Tanner Parkway for the Operation of a Pickleball Recreation Facility.

City Clerk Cooper read the caption for Ordinance 726 for a rezoning and Conditional Use Permit at 4272 Thurmon Tanner Parkway for the Operation of a Pickleball Recreation Facility.

There was a motion made to approve the second reading of Ordinance 726.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

Consider the Second Reading of Ordinance 729 for a Variance Request at 5201 Mulberry Street.

City Clerk Cooper read the caption for Ordinance 729 for a Variance Request at 5201 Mulberry Street.

There was a motion made to approve the second reading of Ordinance 729.

MOTION: Joseph Mezzanotte

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

Council held a discussion after the vote.

**NEW BUSINESS - VOTING SESSION:**

*Consider a Development Agreement with Thurmon Tanner Logistics II, LLC.*

There was a motion made to approve a Development Agreement with Thurmon Tanner Logistics II, LLC.

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

*Consider Approval of Ordinance 730 for a Public Hearing and First Reading of a Conditional Use Permit at 5205 Railroad Avenue for the Operation of a Micro-Brewery.*

City Clerk Cooper read the caption for Ordinance 730 for a Conditional Use Permit at 5205 Railroad Avenue for the Operation of a Micro-Brewery.

There was a motion made to approve the first reading of Ordinance 730.

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

*Consider Approval of a Certificate of Appropriateness for the Alteration of a Historic Building at 5205 Railroad Avenue.*

There was a motion made to approve a Certificate of Appropriateness for 5205 Railroad Avenue.

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



**EXECUTIVE SESSION:**

There was a motion made to enter an executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 7:05 p.m.

MOTION: Chris Mundy

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

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

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

**ADJOURNMENT:**

There was a motion made to adjourn the meeting at 7:31 p.m.

MOTION: Oliver McClellan

SECOND: Chris Mundy

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

NAYS: None

Motion carried

---

Edward R. Asbridge, Mayor

---

Date

---

Shelia Cooper, City Clerk



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider February 13, 2025 Special Called City Council Meeting Minutes

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

#### ATTACHMENTS

- [Unofficial February 13, 2025 Special Called City Council Meeting Minutes.pdf](#)



**City of Flowery Branch  
Special Called City Council Meeting  
Thursday, February 13, 2025, 8:30 AM  
City of Flowery Branch City Hall  
5410 Pine Street, Flowery Branch, GA 30542**



**CALL TO ORDER:**

Mayor Asbridge called the meeting to order at 8:32 a.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Matthew Hamby.

Absent: Council Member William McDaniel

**PLEDGE OF ALLEGIANCE:**

Mayor Asbridge led the Pledge of Allegiance.

**ADOPTION OF AGENDA:**

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

MOTION: Chris Mundy

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

**PUBLIC HEARING:**

**House Bill 581**

City Manager Parrish presented a public hearing on House Bill 581 (HB581) by giving an overview of the bill. The Georgia Legislature approved HB581 during the 2024 session. The legislation required a statewide referendum. Voters approved the measure in the November 2024 election. This places a limit on the assessed value of homestead properties. HB581 enacts a statewide floating homestead exemption. Cities can decide to “opt out” of offering the exemption.

The referendum language that voters saw on the November 2024 voting ballot: *Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?*

Each city, as well as county, has an opt-out provision. This comes with advertising requirements and three public hearings must be conducted. If you don't opt-out, you are automatically opted-in. The opt-out must be completed and certified by the Georgia Secretary of State by March 1, 2025. This does not mean taxes automatically increase if opted out. Millage rates may still be rolled back or lowered as needed by Council. This does not have any effect on existing senior citizen school tax exemptions.

Statewide Floating Homestead Exemption imposes an annual limit on value increases on properties with a homestead exemption, but it must be occupied by the owner. The annual limit is set by the Georgia Department of Revenue and is tied to inflation. The taxable value of a home resets when the property is sold, or significant improvements are completed.

HB581 also provides a possible FLOST Tax (Floating Local Option Sales Tax) as a means of recouping the revenue lost by the value limitations. This would have to be approved by the voters. If either the county, or even one city within the county that levies a property tax does not have a floating homestead exemption (either the one created by this bill, or a pre-existing one), then the county and all cities within the county are disqualified from the FLOST tax. It is an all or none deal.

Flowery Branch's initial cost would be approximately \$59,098 in year one. The numbers used for estimation were taken from the Governor Homestead Exemption in 2023. It would increase each year as market conditions change. In a decade, it could easily equal just under one million dollars per year. Tax loss burdens would then shift to commercial properties including small businesses and rental properties. City Councils of the future may be placed in a precarious position each year to raise the millage rate to maintain service levels, much less increase service levels. Over time, home values will still become largely out of sync with actual values. Twenty years in the future a home value may have moved 3% (or less) per year meaning that longer-term homeowners may end up paying far less in property tax than a homeowner that just bought a home at market rate, creating an inequity when it comes to paying for services. Future borrowing for infrastructure may be more costly as each time a bond is issued a rating agency "grades" the government's ability or likelihood to be able to appropriately levy a tax to ensure obligations are met. If artificial value caps are placed and raising millage rates are deemed more cumbersome, that will almost certainly factor into the grading, hence a potential slightly higher interest rate at issuance. Opting in is a decision that permanently cedes some taxing authority to the State rules.

The financial impact on the City of Flowery Branch from 2016 to 2024:

- The value of homesteaded properties increased on average by 10.14%.
- The value of non-homesteaded properties increased on average by 11.06%.
- The Consumer Price Index (CPI) from 2016-2024 averaged 3.41% growth.

Director Hamby presented detailed financial impacts of House Bill 581.

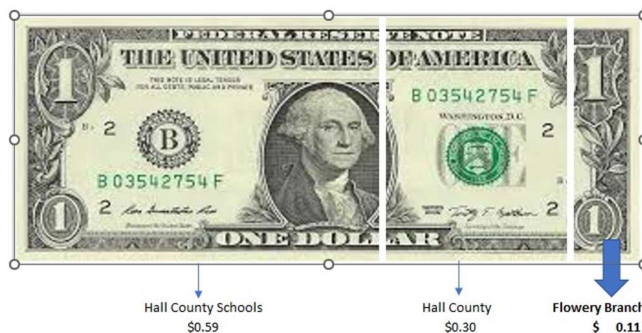
## Individual Home Example Opting Out vs Opting In

| Differences by Year                                                  |               |
|----------------------------------------------------------------------|---------------|
| 2021                                                                 | \$ -          |
| 2022                                                                 | \$ 51.33      |
| 2023                                                                 | \$ 129.86     |
| 2024                                                                 | \$ 160.50     |
| Total (2015 - 2024)                                                  | \$ 341.68     |
| 2206 (# of 2023 Homestead Exempt Properties)                         | \$ 753,746.89 |
| <b>Total # of Homestead Exempt Properties in Tax Year 2023: 2206</b> |               |

## WHERE DO MY TAXES GO?

### YOUR TAX DOLLAR BREAKDOWN

A Quick-Look Summary of your Tax Dollar Breakdown by Governmental Entity for Tax Year 2023.



Council held a discussion throughout the entire public hearing with City Manager Parrish and Director Hamby.

There being no one in favor and no one in opposition, Mayor Asbridge closed the public hearing at 9:33 a.m.

**EXECUTIVE SESSION:** There was no executive session held.

**ADJOURNMENT:**

There was a motion made to adjourn the meeting at 9:34 a.m.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

---

Edward R. Asbridge, Mayor

---

Date

---

Shelia Cooper, City Clerk



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider February 18, 2025 Special Called City Council Meeting Minutes

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

#### ATTACHMENTS

- [Unofficial February 18, 2025 Special Called City Council Meeting.pdf](#)



**City of Flowery Branch  
Special Called City Council Meeting  
Tuesday, February 18, 2025, 6:00 PM  
City of Flowery Branch City Hall  
5410 Pine Street, Flowery Branch, GA 30542**



**CALL TO ORDER:**

Mayor Asbridge called the meeting to order at 6:03 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, and Finance Director Matthew Hamby.

Absent: Council Members William McDaniel and Chris Mundy

**PLEDGE OF ALLEGIANCE:**

Mayor Asbridge led the Pledge of Allegiance.

**ADOPTION OF AGENDA:**

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

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

**PUBLIC HEARING:**

**House Bill 581**

City Manager Parrish presented a public hearing on House Bill 581 (HB581) by giving an overview of the bill. The Georgia Legislature approved HB581 during the 2024 session. The legislation required a statewide referendum. Voters approved the measure in November 2024 election. This places a limit on the assessed value of homestead properties. HB581 enacts a statewide floating homestead exemption. Cities can decide to “opt out” of offering the exemption.

The referendum language that voters saw on the November 2024 voting ballot: *Shall the*



*Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?*

Each city, as well as county, has an opt-out provision. This comes with advertising requirements and three public hearings must be conducted. If you don't opt-out, you are automatically opted in. The opt-out must be completed and certified by the Georgia Secretary of State by March 1, 2025. This does not mean taxes automatically increase if opted out. Millage rates may still be rolled back or lowered as needed by Council. This does not have any effect on existing senior citizens' school tax exemptions.

Statewide Floating Homestead Exemption imposes an annual limit on value increases on properties with a homestead exemption, but it must be occupied by the owner. The annual limit is set by the Georgia Department of Revenue and is tied to inflation. The taxable value of a home resets when the property is sold, or significant improvements are completed.

HB581 also provides a possible FLOST Tax (Floating Local Option Sales Tax) as a means of recouping the revenue lost by the value limitations. This would have to be approved by the voters. If either the county, or even one city within the county that levies a property tax does not have a floating homestead exemption (either the one created by this bill, or a pre-existing one), then the county and all cities within the county are disqualified from the FLOST tax. It is an all or none deal.

Flowery Branch's initial cost would be approximately \$59,098 in year one. The numbers used for estimation were taken from the Governor Homestead Exemption in 2023. It would increase each year as market conditions change. In a decade, it could easily equal approximately one million dollars per year. Tax loss burdens would then shift to commercial properties including small businesses and rental properties. City Councils of the future may be placed in a precarious position each year to raise the millage rate to maintain service levels, much less increase service levels. Over time, home values will still become largely out of sync with actual values. Twenty years in the future a home value may have moved 3% (or less) per year meaning that longer-term homeowners may end up paying far less in property tax than a homeowner that just bought a home at market rate, creating an inequity when it comes to paying for services. Future borrowing for infrastructure may be more costly as each time a bond is issued a rating agency "grades" the government's ability or likelihood to be able to appropriately levy a tax to ensure obligations are met. If artificial value caps are placed and raising millage rates are deemed more cumbersome, that will almost certainly factor into the grading, hence a potential slightly higher interest rate at issuance. Opting in is a decision that permanently cedes some taxing authority to the State rules.

The financial impact on the City of Flowery Branch from 2016 to 2024:

- The value of homesteaded properties increased on average by 10.14%.
- The value of non-homesteaded properties increased on average by 11.06%.
- The Consumer Price Index (CPI) from 2016-2024 averaged 3.41% growth.

Director Hamby presented detailed financial impacts of House Bill 581.

## Individual Home Example Opting Out vs Opting In

| Property Value at Assesed Value |               |               |                        |
|---------------------------------|---------------|---------------|------------------------|
| Tax Year                        | Total Value   | Taxable Value | Property Tax Generated |
| 2021                            | \$ 299,500.00 | \$ 119,800.00 | \$ 391.03              |
| 2022                            | \$ 347,800.00 | \$ 139,120.00 | \$ 454.09              |
| 2023                            | \$ 417,200.00 | \$ 166,880.00 | \$ 544.70              |
| 2024                            | \$ 450,200.00 | \$ 180,080.00 | \$ 587.78              |
| Total                           |               |               | \$ 1,977.59            |

Median Home value in tax year 2024 (\$450,000)

| Property Value at Inflationary Growth |               |               |                        |
|---------------------------------------|---------------|---------------|------------------------|
| Tax Year                              | Total Value   | Taxable Value | Property Tax Generated |
| 2021                                  | \$ 299,500.00 | \$ 119,800.00 | \$ 391.03              |
| 2022                                  | \$ 308,485.00 | \$ 123,394.00 | \$ 402.76              |
| 2023                                  | \$ 317,739.55 | \$ 127,095.82 | \$ 414.84              |
| 2024                                  | \$ 327,271.74 | \$ 130,908.69 | \$ 427.29              |
| Total                                 |               |               | \$ 1,635.91            |

Assumes a 3% growth in Inflation

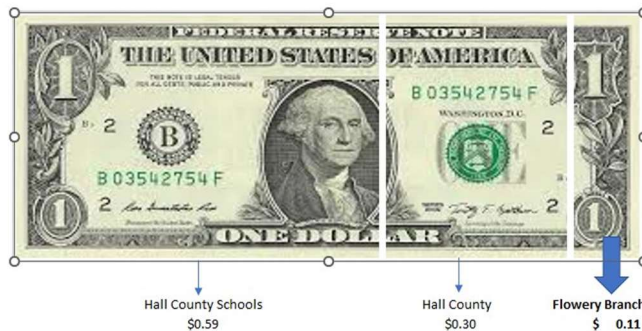
## Individual Home Example Opting Out vs Opting In

| Differences by Year                                           |               |
|---------------------------------------------------------------|---------------|
| 2021                                                          | \$ -          |
| 2022                                                          | \$ 51.33      |
| 2023                                                          | \$ 129.86     |
| 2024                                                          | \$ 160.50     |
| Total (2015 - 2024)                                           | \$ 341.68     |
| 2206 (# of 2023 Homestead Exempt Properties)                  | \$ 753,746.89 |
| Total # of Homestead Exempt Properties in Tax Year 2023: 2206 |               |

## WHERE DO MY TAXES GO?

### YOUR TAX DOLLAR BREAKDOWN

A Quick-Look Summary of your Tax Dollar Breakdown by Governmental Entity for Tax Year 2023.



Council held a discussion throughout the public hearing with City Manager Parrish and Director Hamby.

Mayor Asbridge asked for public comments for or in opposition:

Donna Nackers, 5887 Screech Owl Drive, Flowery Branch, Georgia

Mrs. Nackers inquired who sets the millage rate for the City of Flowery Branch but did not have any further comments.

There being no one in favor and no one in opposition, Mayor Asbridge closed the public hearing at 6:35 p.m.

### **EXECUTIVE SESSION:**

There was a motion made to enter an executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 6:36 p.m.

MOTION: Joe Anglin

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte

NAYS: None

Motion carried

There was a motion made to exit executive session at 7:42 p.m.

MOTION: Joe Anglin

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte

NAYS: None

Motion carried

**ADJOURNMENT:**

There was a motion made to adjourn the meeting at 7:42 p.m.

MOTION: Oliver McClellan

SECOND: Joe Anglin

AYES: Joe Anglin, Oliver McClellan, Joseph Mezzanotte

NAYS: None

Motion carried

---

Edward R. Asbridge, Mayor

---

Date

---

Shelia Cooper, City Clerk



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider December 2024 & January 2025 Per Diem for Council Member McClellan

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

CL 100-1110-511101

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [December 2024 Council Member McClellan Per Diem.pdf](#)
- [January 2025 Council Member McClellan Per Diem.pdf](#)



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

Name: Oliver McClellan Month/Year: December 2024

| Meeting Date              | Description of Meeting                    |
|---------------------------|-------------------------------------------|
| <del>12-01</del> /12/2024 | Chamber of Commerce Eggs & Issues Meeting |
|                           |                                           |
|                           |                                           |
|                           |                                           |
|                           |                                           |

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

**Total of \$ 50.00**

  
\_\_\_\_\_  
Signature



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

Name: Oliver McClellan Month/Year: January 2025

| Meeting Date | Description of Meeting                          |
|--------------|-------------------------------------------------|
| 01/07/2025   | NGHC Healthcare Challenges and System Changes   |
| 01/15/2025   | Gainesville/Hall County Issues                  |
| 01/23/2025   | Greater Hall Chamber Board Meeting              |
| 01/28/2025   | Small Business Economic & Political Forecast    |
| 01/31/2025   | Meeting with U.S. Representative Rich McCormick |

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

**Total of \$ 250 .00**

  
\_\_\_\_\_  
Signature



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider January 2025 Per Diem for Mayor Asbridge

**COUNCIL MEETING DATE:** February 20, 2025

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

---

---

**OPTIONS:**

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

GL 100-1110-511101

---

---

**RECOMMENDATION:**

---

---

**SAMPLE MOTION:**

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [January 2025 Mayor Asbridge Per Diem.pdf](#)





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

Name: Mayor Edward R. Asbridge Month/Year: JAN / 2025

| Meeting Date | Description of Meeting                              |
|--------------|-----------------------------------------------------|
| 1-7          | SOUTH HALL BUSINESS COALITION                       |
| 1-15         | CHAMBER ISSUES COMMITTEE                            |
| 1-23         | CHAMBER BOO MEETING                                 |
| 1-28         | 8 <sup>30</sup> -10 <sup>30</sup> ECONOMIC FORECAST |
| 1-30         | 9-1 RICH McCORMICK                                  |

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

**Total of \$** 250.00

Edward R. Asbridge  
Signature



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider a Task Order Agreement with ESG Engineering, Inc. for Professional Design and Management Services for Phase I of the Pedestrian Trail.

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

The “Highlands to Islands” trail is a multi-use trail that reaches from Gainesville to Lake Lanier Islands. A planned section of this multi-jurisdictional trail falls in Flowery Branch. In an effort to promote healthy living and pedestrian connectivity, the city seeks to begin planning and constructing a trail portion located in Flowery Branch. The trail construction is divided into two phases. The first phase of the project would provide a walking path and amenities conducive to a trail (benches, trash cans, landscaping, etc.) from lakeside Flowery Branch Bay Park, along Mitchell Street to Spring Street and terminating at Mulberry Avenue south of the Atlanta Highway. ESG Engineering, Inc. was awarded the contract to provide professional services. The scope of work includes research and analysis, site development plans, consulting services, and construction phase services for the project.

---

---

#### FACTS AND ISSUES:

After being awarded a \$1,000,000 grant from the Appalachian Regional Commission (ARC) in September 2024, the environmental assessment required by National Environmental Policy Act (NEPA) began on January 9, 2025. This process could take up to 90 days. Also occurring during this period will be survey work and geotechnical analysis. After environmental assessment, geotechnical analysis, and surveying are completed, the engineers can initiate the design phase, which will take up to 120 days. After a six-week construction bid phase, construction can begin on approximately October 1, 2025, leaving a year to complete Phase 1 of the trail project by September 30, 2026. The TAO outlines three tasks: (1) Preliminary Engineering, HUD Env. Site Assessment, and Funding Assistance, (2) Design Engineering and (3) Construction Administration.

---

---

#### OPTIONS:

To approve, or not approve, the Task Order Agreement (TOA) with ESG Engineering, Inc. to provide professional services for the Flowery Branch pedestrian/bike trail project.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

\$190,000 - Capital funds

---

---

#### RECOMMENDATION:

To approve the attached Task Order Agreement with ESG Engineering, Inc. for an amount not to exceed \$190,000 without written authorization from the City.

---

---

**SAMPLE MOTION:**

I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed \$190,000 without written authorization from the City.

---

---

**COLLABORATING DEPARTMENT:**

---

**DEPARTMENT:** Finance

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Executive Summary - ARC Grant - TAO with ESG for Professional Services.pdf](#)
- [TOA - Flowery Branch Spur Trail 2025-01-07.pdf](#)
- [2024-06-28 - Arc Grant Proposal - Phase 1 Final.pdf](#)

**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Consideration of a Task Order Agreement with ESG Engineering, Inc.

**DATE:** February 20, 2025

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

**BUDGET INFORMATION:**  
**ANNUAL-**  
**CAPITAL-**

**COUNCIL ACTION REQUESTED ON:** N/A

---

---

**PURPOSE:**

Authorizing a Task Order Agreement (TAO) with ESG Engineering, Inc. for professional design and management services for Phase I of the pedestrian trail/path.

---

---

**HISTORY:**

The “Highlands to Islands” trail is a multi-use trail that reaches from Gainesville to Lake Lanier Islands. A planned section of this multi-jurisdictional trail falls in Flowery Branch. In an effort to promote healthy living and pedestrian connectivity, the city seeks to begin planning and constructing a trail portion located in Flowery Branch. The trail construction is divided into two phases. The first phase of the project would provide a walking path and amenities conducive to a trail (benches, trash cans, landscaping, etc.) from lakeside Flowery Branch Bay Park, along Mitchell Street to Spring Street and terminating at Mulberry Avenue south of the Atlanta Highway. ESG Engineering, Inc. was awarded the contract to provide professional services. The scope of work includes research and analysis, site development plans, consulting services, and construction phase services for the project.

---

---

**FACTS AND ISSUES:**

After being awarded a \$1,000,000 grant from the Appalachian Regional Commission (ARC) in September 2024, the environmental assessment required by National Environmental Policy Act (NEPA) began on January 9, 2025. This process could take up to 90 days. Also occurring during this period will be survey work and geotechnical analysis. After environmental assessment, geotechnical analysis, and surveying are completed, the engineers can initiate the design phase, which will take up to 120 days. After a six-week construction bid phase, construction

---

---

---

---

can begin on approximately October 1, 2025, leaving a year to complete Phase 1 of the trail project by September 30, 2026. The TAO outlines three tasks: (1) Preliminary Engineering, HUD Env. Site Assessment, and Funding Assistance, (2) Design Engineering and (3) Construction Administration.

---

---

**OPTIONS:**

To approve, or not approve, the Task Order Agreement (TOA) with ESG Engineering, Inc. to provide professional services for the Flowery Branch pedestrian/bike trail project.

---

---

**RECOMMENDED SAMPLE MOTION:**

I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed \$190,000 without written authorization from the City.

---

---

**DEPARTMENT:** Finance

**Prepared by:** Elias Gobble

---

---

---

## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

|                                   |                                            |
|-----------------------------------|--------------------------------------------|
| ESG ENGINEERING'S OFFICE ADDRESS: | 6400 Peake Road, Macon, GA 31210           |
| PROJECT NO.:                      | F0002.019                                  |
| PROJECT NAME:                     | Flowery Branch Spur Trail                  |
| CLIENT:                           | City of Flowery Branch, Georgia            |
| CLIENT'S ADDRESS:                 | 5410 Pine Street, Flowery Branch, GA 30542 |

CLIENT requests and authorizes ESG Engineering, LLC (hereinafter "ESGE" or "ENGINEER") to perform the following Services:

### Scope of Services

ESG Engineering (ESG) is pleased to submit this Task Order Agreement for the Flowery Branch Spur Trail. ESG will provide professional design and management services for Phase I of the pedestrian trail/path connecting Flowery Branch Bay Park to downtown Flowery Branch (intersection of Railroad Avenue at Spring Street). The scope of work includes research and analysis, site development plans, consulting services, and construction phase services for the project. Please see Exhibit 1 at the end of this document denoting the project area.

The work includes the following tasks:

#### Task 1- Preliminary Engineering, HUD Env. Site Assessment, and Funding Assistance

- Provide Geotechnical Services: Prepare a subsurface investigation report (where needed) that includes but is not limited to surface conditions, subsurface conditions, pavement design, site preparation, and stormwater management recommendations.
- Provide Environmental Services: Prepare an environmental assessment for the project in accordance with HUD's environmental regulations (24 CFR Part 58).
- Provide Planning Services: Review the Preliminary Engineering Report (PER) and Prepare a Conceptual Plan.
- Provide Funding Assistance to support grant funding this project received.
- Provide any boundary surveying work and property/easement acquisition assistance.

#### Task 2- Design Engineering

- Prepare working construction plans based upon the conceptual plan approval by client.
- Acquire Survey Data: Utility & Topographical Data for use in designing project.
- Prepare construction drawings required for Authority Having Jurisdiction (AHJ) submittal to include Existing Conditions and Demolition Plan, Site Plans, Utility Plans, Grading and Drainage Plans, Profiles, Hydrology Plan, Landscape Plan, Erosion Control and Sedimentation Plans, and Construction Details.
- Prepare a hydrology report including design calculations required for AHJ submittal.
- Assist with the preparation of applications and documents required to obtain approvals from the AHJ for engineering services. This includes meetings, negotiations, and attendance at any hearing(s)/public meeting(s).
- Manage correspondence with utility providers to coordinate any necessary utility relocations.
- Address comments received from AHJ and resubmittal of construction documents.
- Provide general consulting correspondence with client, AHJ, and other professional team members.

#### Task 3- Construction Administration

- Coordinate and attend construction-based meetings with client, contractor, and utility providers.
- Prepare a conformed set of construction drawings and issue to client and contractor.
- Perform NPDES 7 Day Inspection and Engineer of Record Certification.
- Respond to contractor Request For Information (RFI) and shop drawings reviews.
- Perform construction inspections for the project (budgeted at one inspection per 2 week period). ***Any additional construction inspection would be additional to this proposal.***
- Provide consulting correspondence and coordination with client and construction team.

## Compensation

The parties acknowledge and agree that the City will compensate ESG Engineering as set forth below for the tasks described and for the Scope of Services performed by ESG Engineering pursuant to the terms provided below and the terms and conditions of the Agreement.

The preliminary cost of construction (including contingency) is estimated at \$1,930,000. The total cumulative pricing for Tasks 1-4 will not be exceeded without written authorization from the City.

| Description                                             | Compensation                                                                                                       |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Task 1: Preliminary Engineering and Funding Assistance* | To include Terrecon services on HUD 58 Env Review (Sub-Proposal Attached**) and Hourly work not to Exceed \$25,000 |
| Task 2: Design Engineering*                             | 5.6% - \$108,080                                                                                                   |
| Task 3: Construction Administration*                    | 2.4% - \$46,320                                                                                                    |
| Task 4: Construction Observation                        | Hourly upon request                                                                                                |

\*Fees that remain unused for one task may be allocated to fulfill another task, provided that the cumulative total of all fees remains within the established total for all tasks.

\*\* See Exhibit 2 attached

## Schedule

Work will begin when the signed Agreement is returned. Work thereafter will continue with progress updated in stakeholder meetings. Amendments will be executed to this Agreement in accordance with the City's requests.

## Other Terms

Not Applicable

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

### CLIENT:

Signature \_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

### ESG Engineering, LLC

Signature  \_\_\_\_\_  
Name (printed) Arthur (Trey) Gavin  
Title SVP and GM  
Date January 27, 2024

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

### 4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in

CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

### 8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 9. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project



progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **10. Insurance**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

## **11. Limitation of Liability**

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the lesser of \$100,000 or its fee, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## **12. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

## **13. No Third-Party Beneficiaries**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

## **14. Hazardous Materials**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials.

In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## **15. Utility Locations**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **16. Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

## **17. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

## **18. Force Majeure**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages,

acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **19. Litigation Support**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **20. Operational Technology Systems**

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

## **21. Access to Facilities and Property**

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

## **22. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

## **23. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## **24. Controlling Law and Agreement**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

## **25. Execution**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

EXHIBIT 1





514 Hillcrest Industrial Blvd.  
Macon, GA 31204  
P (478) 757-1606  
F (478) 757-1608  
**Terracon.com**

December 20, 2024

ESG Engineering, Inc.  
6400 Peake Road  
Macon, Georgia 31210

Attn: Mr. Trey Crisp  
P: 478-335-4612  
E: [trey.crisp@inframark.com](mailto:trey.crisp@inframark.com)

RE: Proposal for a HUD Part 58 Environmental Review Record – Categorically Excluded  
Subject To (ERR-CEST)  
Flowery Branch Spur Trail Phase I and II  
Flowery Branch, Hall County, Georgia  
Terracon Proposal No. PHN247532

Dear Mr. Crisp:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Flowery Branch (client) to conduct a U.S. Department of Housing and Urban Development (HUD) Part 58 Environmental Record Review (ERR) of the above-referenced site.

#### **A. PROJECT INFORMATION**

We understand the proposed project, Flowery Branch Spur Trail consist of two phases. Phase I would provide a walking path and amenities conducive to a trail from Lake Lanier along Mitchell Street to Spring Street and terminating at Mulberry Avenue south of the Atlanta Highway. Phase II would extend the trail from Mulberry Street to Spout Springs Road by way of East Main Street and Thurman Tanner Parkway. A pedestrian bridge would be an additional component of this phase to cross the creek along East Main Street. The proposed path of both phases is approximately 1.9 miles within the city limits of Flowery Branch, Georgia.

Terracon understands that the project requires an Environmental Review Record – Categorically Excluded Subject To (ERR-CEST) in accordance with the Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA) guidance and regulations. Terracon understands that funding for this project will be provided through an Appalachian Regional Commission's (ARC) Area Development Grant. Therefore, a HUD



**Proposal for HUD ERR -CEST**

Flowery Branch Spur Trail Phase I and II ■ Flowery Branch, Georgia

December 20, 2024 ■ Terracon Proposal No. PHN247532



ERR-CEST will be prepared under 24 CFR Part 58 and submitted to the Georgia Department of Community Affairs to be submitted to HUD.

**B. SCOPE OF SERVICES****HUD Environmental Assessment**

Terracon proposes to provide professional environmental consulting and related services required to perform an Environmental Assessment for the subject property in accordance with HUD's environmental regulations (24 CFR Part 58).

Specific compliance factors for this level of assessment will include:

**Statutes, Executive Orders, and Regulations per 24 CFR §50.4**

- Airport Runway Clear Zones and Clear Zones Disclosures
- Coastal Barrier Resources
- Flood Disaster Protection

**Statutes, Executive Orders, and Regulations per 24 CFR § 50.4**

- Clean Air

**Explore with us**

**Proposal for HUD ERR -CEST**

Flowery Branch Spur Trail Phase I and II ■ Flowery Branch, Georgia  
 December 20, 2024 ■ Terracon Proposal No. PHN247532



- Coastal Zone Management
- Contamination and Toxic Substances (based on information from ESA)
- Endangered Species Act/Fish and Wildlife
- Explosive and Flammable
- Farmland Protection
- Floodplain Management
- Historic Preservation
- Noise Abatement and Control
- Sole Source Aquifers/ Safe Drinking Water/Water Quality
- Wetland Protection
- Wild and Scenic Rivers
- Environmental Justice

Each of these factors will be assessed based on HUD guidance documents and current standard practice. A determination of impact for each factor will be provided with appropriate documentation and justification; this may include data collected during a site visit, information obtained from published documentation or consultation with the governing agency.

Agency consultation is also required to allow Federal, State, and Local offices and agencies an opportunity to consult and comment on the project and its potential to impact their projects or the resources under their purview. In the event these agencies require additional investigations, surveys, or assessments, Terracon will contact the client and prepare a Change Order with the applicable scope of work, schedule, and fee estimate.

Coordination and consultation with the applicable Native American Indian tribes as identified on HUD's Tribal Directory Assessment Tool will also be required by the Responsible Entity (RE). Terracon will prepare letters to use for coordination between the RE and the tribes and will need to be included in the Part 58 application.

**Report**

The report will be completed and include an explanation of the services performed, findings, appropriate documentation, conclusions and recommendations as warranted. The report will utilize the most recent version of HUD's Environmental Assessment checklist.

Delivered documentation will be prepared for the exclusive use and reliance of the client and HUD. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

**Proposal for HUD ERR -CEST**

Flowery Branch Spur Trail Phase I and II ■ Flowery Branch, Georgia

December 20, 2024 ■ Terracon Proposal No. PHN247532

**Schedule**

Services will be initiated upon receipt of the written notice to proceed. Regulatory agencies, such as SHPO, have 30 days to respond to our requests, and may take longer for final designation if additional information/ surveys are required. It is anticipated that a draft report will be submitted within 45 business days after receipt of your written notice to proceed. A final report will be issued upon receipt of all correspondence.

**Scope and Report Limitations**

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

**C. COMPENSATION**

The Scope of Services outlined in this proposal will be performed on a lump sum basis as follows:

| Compensation<br>estimated on a lump<br>sum fee basis | Service                                                    | Fee     | Approved |    |
|------------------------------------------------------|------------------------------------------------------------|---------|----------|----|
|                                                      |                                                            |         | Yes      | No |
|                                                      | HUD ERR-CEST Checklist Report<br>and Support Documentation | \$6,500 |          |    |
|                                                      | Desktop Cultural Resource<br>Assessment                    | \$2,500 |          |    |

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal. The fee is valid for 90 days from the date of this proposal.

**D. AUTHORIZATION**

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our Macon, Georgia office. Project initiation may be expedited by sending a copy of the signed Agreement for Services via e-mail or facsimile.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require

**Explore with us**

**Proposal for HUD ERR -CEST**

Flowery Branch Spur Trail Phase I and II ■ Flowery Branch, Georgia

December 20, 2024 ■ Terracon Proposal No. PHN247532



additional services, please contact Ms. Mary Brooks at 478-951-6680 or via electronic mail at [mary.brooks@terracon.com](mailto:mary.brooks@terracon.com).

Sincerely,  
**Terracon Consultants, Inc.**

*Colleen Sullivan Clark*

Colleen Clark  
Staff Scientist

*Mary Brooks*

Mary Brooks  
Environmental Planning Manager

Attachments: Agreement for Services



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between ESG Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Flowery Branch Spur Trail Phase I and II HUD ERR-CEST project ("Project"), as described in Consultant's Proposal dated 12/20/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Reference Number: PHN247532

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Mary Brooks Date: **12/20/2024**

Name/Title: **Mary A. Brooks / Environmental Planning  
Department Manager**

Address: **514 Hillcrest Indust. Blvd  
Macon, GA 31204-3472**

Phone: **(478) 757-1606** Fax: **(478) 757-1608**

Email: **Mary.Brooks@terracon.com**

Client: **ESG Engineering, Inc**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Trey Crisp /**

Address: **6400 Peake Road  
Macon, GA 31210**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: **trey.crisp@inframark.com**



# Preliminary Engineering Report



Flowery Branch



Appalachian  
Regional  
Commission

**ARC Area Development Grant  
Flowery Branch Spur Trail**

*for the City of Flowery Branch  
Hall County, Georgia*

Prepared by  
ESG Engineering Inc.  
June 2024



June 28, 2024



**ESG ENGINEERING**

478-474-5025  
6400 Peake Road, Macon, Georgia 31213

## **Table of Contents**

|            |                                                                                      |    |
|------------|--------------------------------------------------------------------------------------|----|
| Section 1: | Executive Summary.....                                                               | 1  |
| Section 2: | Introduction.....                                                                    | 2  |
| 2.1        | Purpose and Scope.....                                                               | 2  |
| 2.2        | Authorization.....                                                                   | 2  |
| 2.3        | Previous Studies.....                                                                | 2  |
| Section 3: | Background.....                                                                      | 6  |
| 3.1        | Target Area and Description.....                                                     | 6  |
| 3.2        | Plans and Photos of Target Area.....                                                 | 7  |
| 3.3        | Population Density.....                                                              | 18 |
| 3.4        | Existing Conditions Narrative and Statement of Needs.....<br>Phase I and II Exhibits | 18 |
| 3.5        | Proposed Improvements.....                                                           | 19 |
| Section 4: | Evaluation of Alternatives.....                                                      | 24 |
| 4.1        | Alternative Options.....                                                             | 24 |
| Section 5: | Detailed Project Budget.....                                                         | 26 |
| 5.1        | Project Costs.....                                                                   | 26 |
| 5.2        | Projected Schedule.....                                                              | 27 |
| Section 6: | Environmental Assessment.....                                                        | 28 |
| 6.1        | Zoning Compliance.....                                                               | 28 |
| 6.2        | Soil Suitability and Slopes.....                                                     | 28 |
| 6.3        | Erosion and Sediment Control.....                                                    | 28 |

|             |                                     |    |
|-------------|-------------------------------------|----|
| 6.4         | Hazards and Nuisances.....          | 29 |
| 6.5         | Energy Consumption.....             | 29 |
| 6.6         | Noise Disturbance.....              | 29 |
| 6.7         | Air Quality.....                    | 29 |
| 6.8         | Solid Waste.....                    | 29 |
| 6.9         | Stormwater & Water Resources.....   | 29 |
| 6.10        | Transportation System.....          | 29 |
| 6.11        | Surface Water.....                  | 30 |
| 6.12        | Flood Plains.....                   | 30 |
| 6.13        | Wetlands.....                       | 30 |
| 6.14        | Impaired Streams and Waterbody..... | 30 |
| 6.15        | Vegetation and Wildlife.....        | 31 |
| 6.16        | Historical Places.....              | 31 |
| Section 7:  | Project Planning.....               | 39 |
| Section 8:  | Conclusion and Recommendation.....  | 41 |
| Appendix 1: | Natural Resources Concern.....      | 42 |



## SECTION 1 – EXECUTIVE SUMMARY

The Flowery Branch Spur Trail is a construction project that aligns with the Appalachian Regional Commission's (ARC) goals and objectives to connect and lengthen the Highlands to Islands trail system; furthermore, preserving and investing in the region's local heritage and natural assets. The trail system promotes an additional avenue facilitating development by strengthening existing businesses, providing opportunities for new businesses, and improving the quality of life for Flowery Branch residents.

The Flowery Branch Spur Trail is a multi-phase project that would consist of earthwork, infrastructure, landscaping, and right-of-way enhancement to connect Lake Lanier to the Flowery Branch downtown community, as well as the northern terminus of the South Springs West Sidepath. Currently, there is no dedicated route for pedestrians seeking to travel between downtown Flowery Branch and the Bay Park. The existing streets provide the framework of the route, but a footpath/trail is needed to allow pedestrians to access downtown safely.

The funding request is for the first phase of a two-phase project. The first phase of the project would provide a walking path and amenities conducive to a trail (benches, trash cans, landscaping, etc.) from Lake Lanier along Mitchell Street to Spring Street and terminating at Mulberry Avenue south of the Atlanta Highway. The second phase would extend the trail from Mulberry Street to Spout Springs Road by way of East Main Street and Thurman Tanner Parkway. A pedestrian bridge would be an additional component of this phase to cross the creek along East Main Street.

To achieve the goals and objectives mentioned above for the first phase, the City of Flowery Branch is requesting ARC grant funds to make this project feasible.

After a preliminary study of the Project Area, ESG Engineering has determined that the project is viable along the proposed route and is as such, our recommendation to complete the proposed improvements which include: pedestrian safety, enhanced community connectivity, and promote economic growth for the City of Flowery Branch.

## **SECTION 2 – INTRODUCTION**

### **2.1 PURPOSE AND SCOPE**

It is the intent of this study to provide an overview of the existing infrastructure and environmental factors in the Project Area and to provide recommendations for practical and economical solutions to complete the desired project within the study area.

This report contains comments and discussions regarding the existing deficiencies and possible solutions, maps depicting the Project Area with proposed improvements, and an Engineer's Opinion of Probable Construction Cost. Maps, charts, and figures are presented throughout the report for ease and convenience while reviewing. Permitting, inter-agency coordination, and possible funding requirements are discussed. A preliminary implementation schedule of the time required to complete the design and construction of the project is included. Various alternatives along with environmental impacts, if any, are discussed.

### **2.2 AUTHORIZATION**

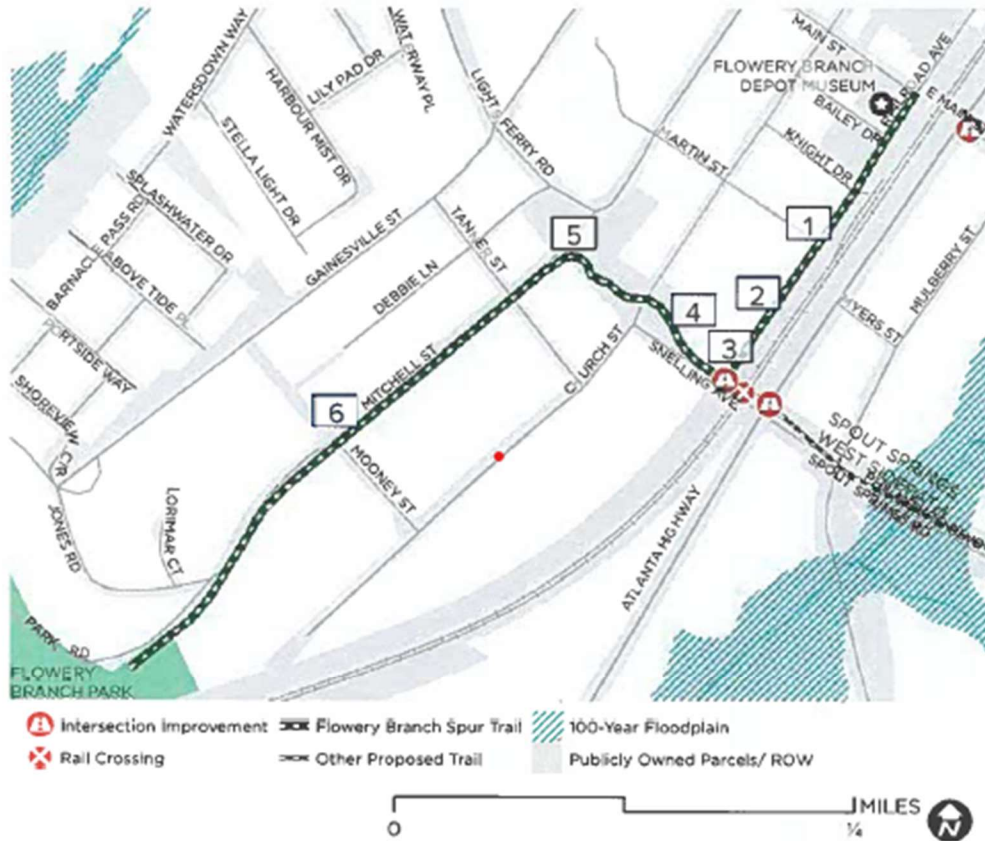
The Mayor and City Council of Flowery Branch have selected ESG Engineering Inc. to analyze, prepare, and design the necessary technical support for the City's ARC Area Development Grant Application.

### **2.3 PREVIOUS STUDIES**

The Gainesville-Hall Metropolitan Planning Organization compiled data and performed preliminary design recommendations for the trail system routes. Please see the information below pertaining to the route study titled Exhibit 2.3 – A, B, & C.

## Exhibit 2.3 – A

South Hall Trail Study | 72



### Flowery Branch Spur Trail

- 1 Widen sidewalk on north side of Railroad Ave. to 12-feet
- 2 Install streetscape amenities such as lighting, seating, and rest stops for bicycles
- 3 Include wayfinding signage to direct trail users to downtown shops and restaurants
- 4 Widen sidewalk on east side of Snelling Ave. to 12-feet
- 5 Provide directional signage at roundabout to direct trail users to recreation area
- 6 Install 10-foot trail on north side of Mitchell St with curb and gutter

| PROPERTY TYPE    | LENGTH (FT) | % OF PHASE | AFFECTED PARCELS |
|------------------|-------------|------------|------------------|
| Utility Easement | 0           | 0%         | N/A              |
| ROW              | 3,295       | 95%        | N/A              |
| Public Parcels   | 0           | 0%         | 0                |
| Private Land     | 187         | 5%         | 1                |

Approximate length: **0.66 miles**  
Estimated Cost: **\$2.84M**



## Exhibit 2.3 – B

71 | Gainesville-Hall Metropolitan Planning Organization

### Flowery Branch Spur Trail



Connecting to Flowery Branch downtown will provide trail users an appealing destination since there are shops, restaurants, and access to Lake Lanier. The segment continues from Phil Niekro Blvd. and will require a crossing modification at the railroad to accommodate the trail. The sidepath extends north on Snelling Ave. and then west on Mitchell St. to provide access to Flowery Branch Park and Lake Lanier. A northerly spur is also recommended along Railroad Ave to connect users to the shops, museum, and other services downtown.

## Highlands to Islands Trail Network Flowery Branch Trails - Cost Estimate



Note: Cost estimates are based on a calculation of \$1,000,000 per mile. Cost estimates are subject to vary based on the needs of each individual trail segment.



## SECTION 3 – BACKGROUND

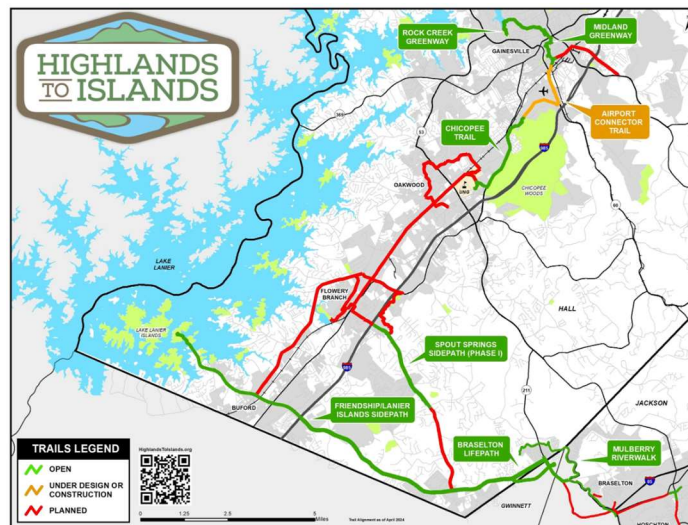
### 3.1 TARGET AREA AND DESCRIPTION

The City of Flowery Branch is located in Hall County, Georgia. Hall County is bordered by Lumpkin, White, and Habersham to the north, Banks and Jackson to the east, Dawson and Forsyth to the west, and Gwinnett and Barrow to the south. Flowery Branch is located approximately 10 miles due southwest of Gainesville, the county seat. It is approximately 45 miles northwest of Athens and 40 miles northeast of Atlanta. Flowery Branch was established in 1874 and has a population of approximately 9,391 people (U.S. Census Bureau 2020).

The proposed trail will navigate through downtown Flowery Branch. It will connect Flowery Branch Bay Park to the downtown area and the Highlands to Islands Trail system. The trail will extend from Flowery Branch Bay Park to the current terminus of the Highlands to Islands Trail. The path will follow portions of Mitchell Street, Spring Street, Mulberry Street, E Main Street, Thurmond Tanner Parkway, and Phil Niekro Boulevard. It will also cross an active Norfolk Southern Railroad.

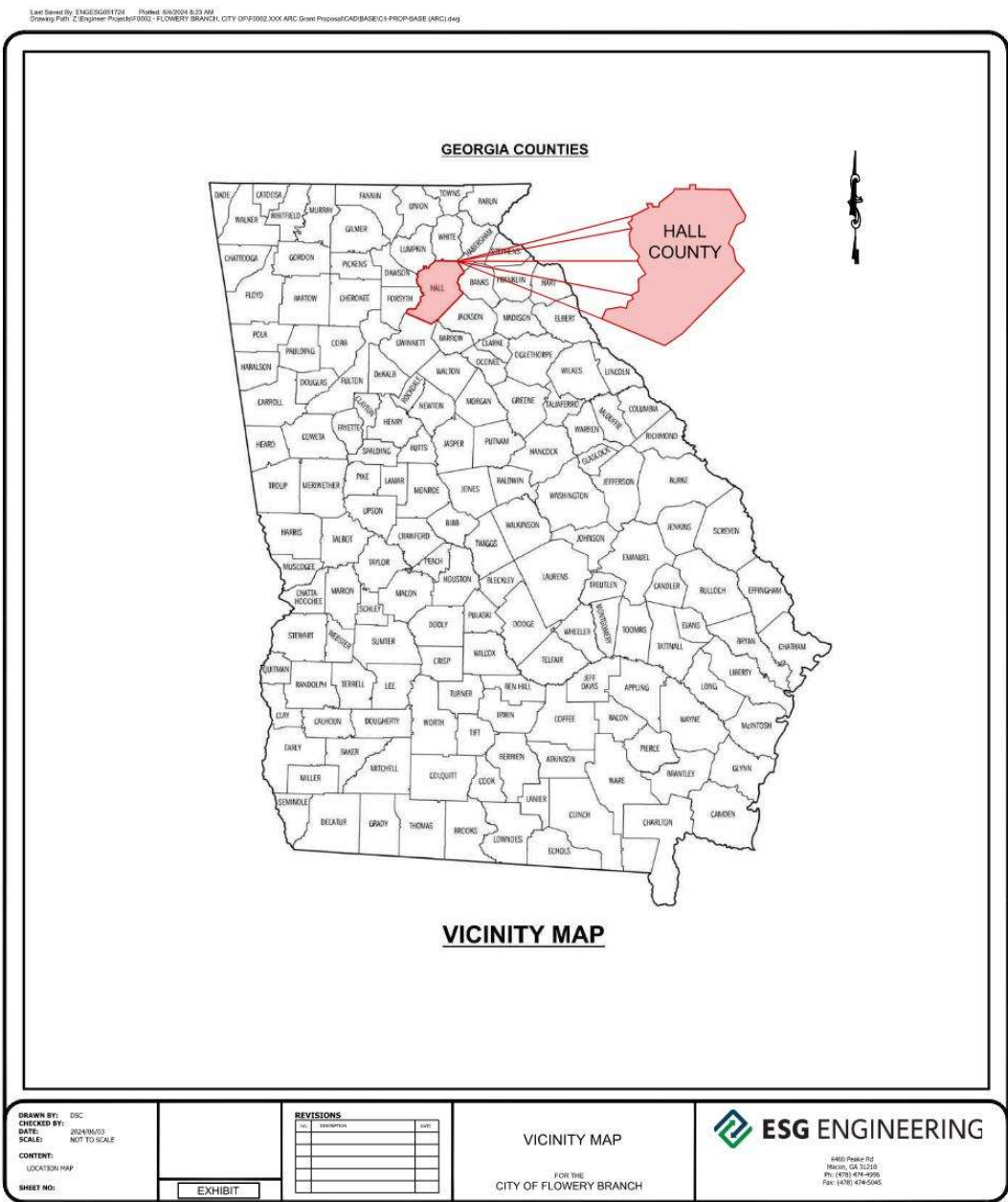
This project is requesting funds for the first phase of construction for a two phased project. The overall trail route has been included for context.

### Highlands To Islands Trail System



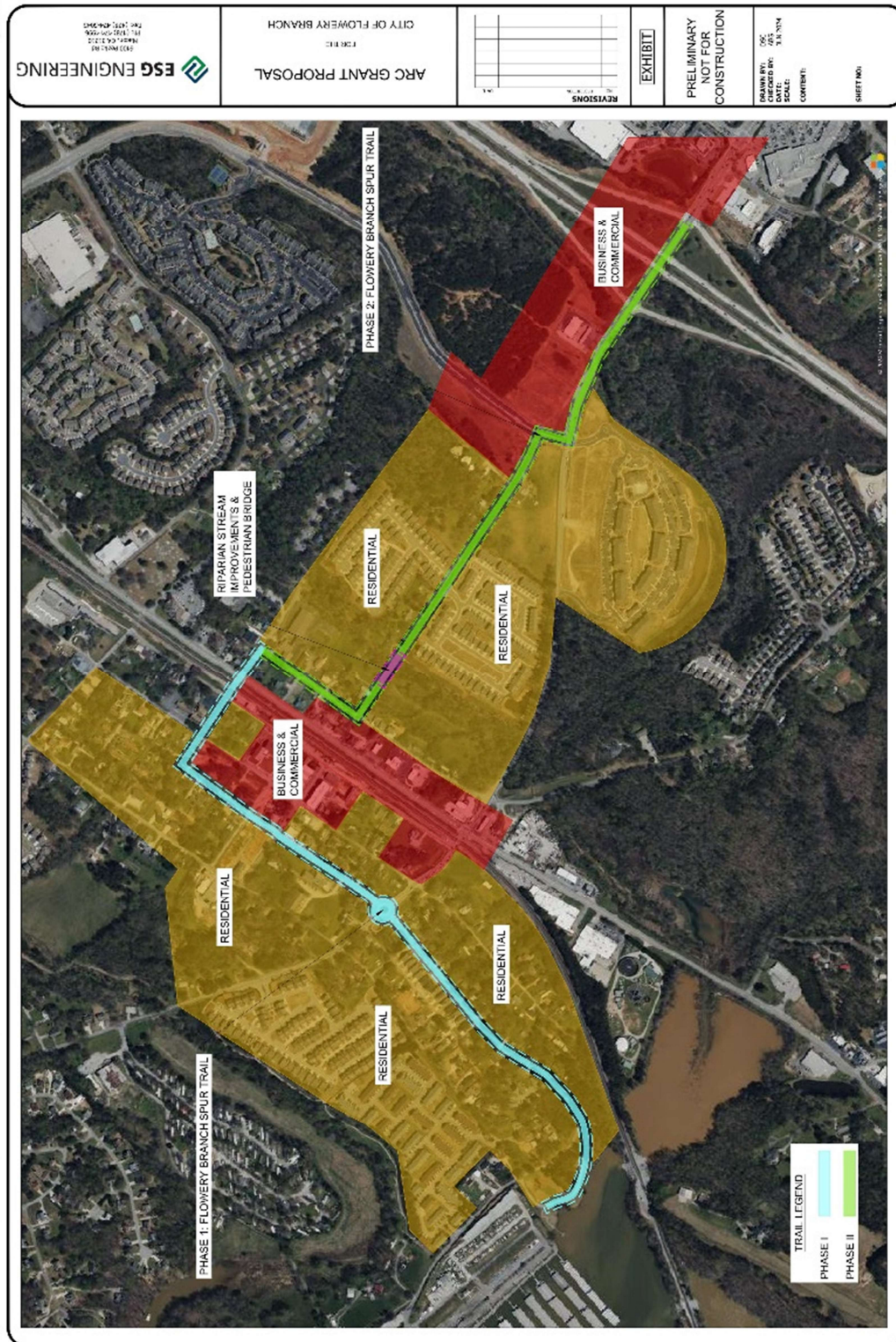
### 3.2 PLANS AND PHOTOS OF TARGET AREA

#### Vicinity Map





## Proposed Route & Adjacent Land Use

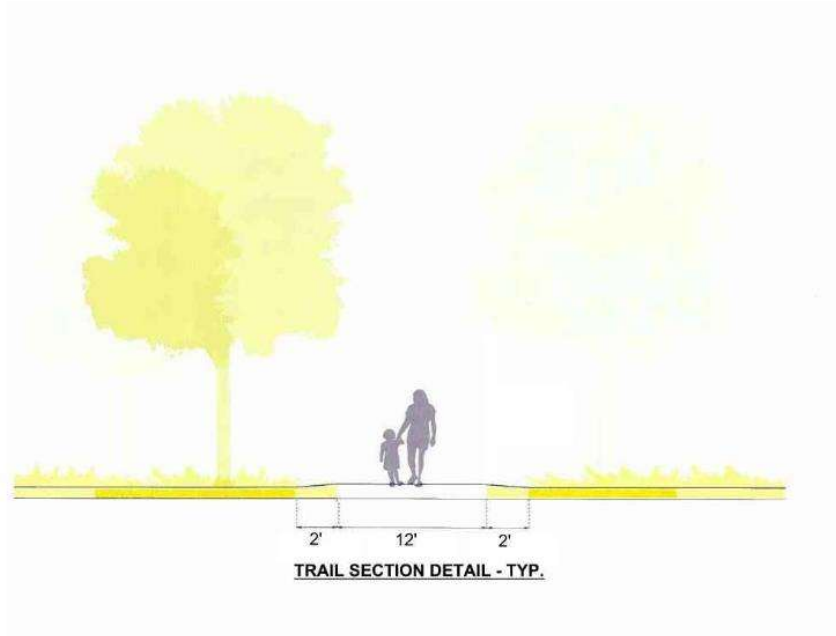


## Typical Sections for Construction of Proposed Sidewalk Expansion

Last Saved By: ENGINEERING Date: 6/6/2024 11:11 AM  
Drawing Path: Z:\Engineer\Projects\0002 - FLOWERY BRANCH, CITY OF\F002.XXX ARC Grant Process\CAD\BASE\01-PROP-GASE (ARC).dwg



**CROSSWALK DETAIL - TYP.**



**TRAIL SECTION DETAIL - TYP.**

DRAWN BY: DSC  
CHECKED BY:  
DATE: 2024/06/03  
SCALE: NOT TO SCALE  
CONTENT:  
SECTION DETAILS  
SHEET NO:

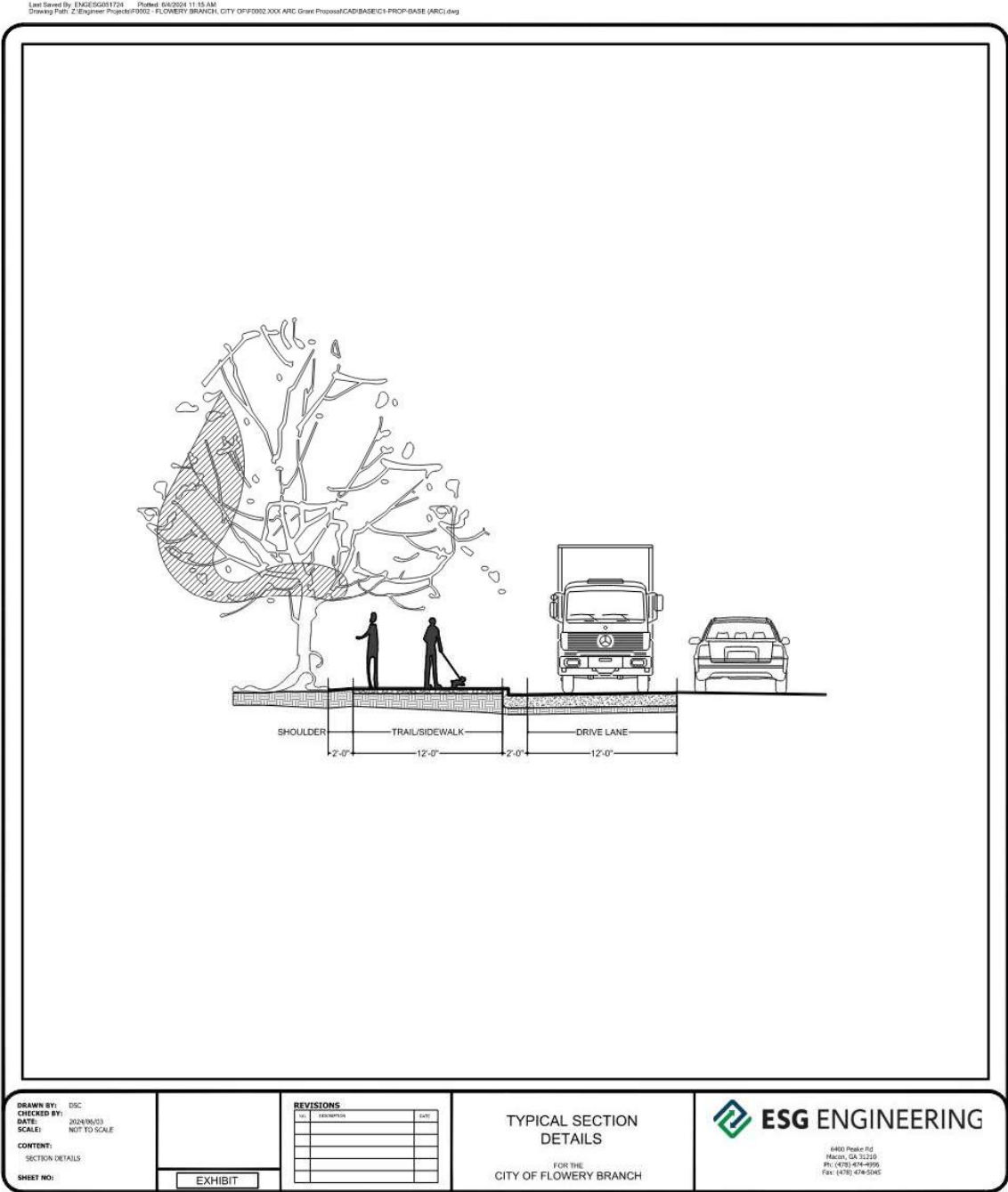
EXHIBIT

| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |

TYPICAL SECTION  
DETAILS  
FOR THE  
CITY OF FLOWERY BRANCH

**ESG ENGINEERING**  
6660 Peach St.  
Mason, GA 30128  
Ph: (478) 474-9595  
Fax: (478) 474-5045

Typical Sections for Construction of Proposed Sidewalk Expansion





## Existing Conditions Photos





















### 3.3 POPULATION DENSITY

- 2020 Decennial Census Total Population – 9,391
- ACS 5-Year Estimates 2022 Total Population – 9,700
- Flowery Branch’s 2021 Update Comprehensive Plan Update estimates that the city’s total population will reach 16,115 by 2035.

### 3.4 EXISTING CONDITIONS NARRATIVE AND STATEMENT OF NEEDS

The City of Flowery Branch has ±1.9 miles of existing road that varies in width for the proposed trail.

**The first phase of this project is .98 miles in length and will include:**

1. Beginning at the boat dock ramp on Lake Lanier (starting point) along Mitchell Street to Mooney Street with no trail (± 1600’). Approximately 1600’ of trail is needed to safely delineate a pedestrian circulation route. Two crosswalks will be needed to cross at the Jones Road/Mitchell Street intersection and Mooney Street/Mitchell Street intersection. Signage delineating the start/finish of the trail will help pedestrians follow the trail route.
2. Along the northside of Mitchell Street from Mooney to Tanner Street there is an existing path (± 665’ x 12’) that will be utilized in this project.
3. ± 110’ of undeveloped lawn spans from Mooney Street to the driveway of 5812 Mitchell Street. A crosswalk will be required to cross Tanner Street and then approximately 110’ of trail will be required to separate pedestrian and vehicular traffic.
4. ± 1075’ of path and crosswalks through the round-a-bout area will be utilized terminating at Main Street.
5. Crossing south over Mitchell Street will incorporate the City’s new crosswalk over Main Street and a short section of path paralleling Mitchell Street (± 25’). A crosswalk is required to route pedestrian foot traffic south across Mitchell Street.
6. Three existing trees in the right-of-way (one red maple and two water oaks) will need to be removed to extend the trail ± 50’ to existing path just east of this grouping of trees.
7. ± 130’ of existing path along Mitchell Street to Pine Street will be utilized.
8. A significant grade change at Pine Street and Mitchell Street exists where the sidewalk terminates. Two retaining walls are needed to accommodate the grade transition. The walls will be approximately 75’ – 100’ in length to maintain a 4% slope.



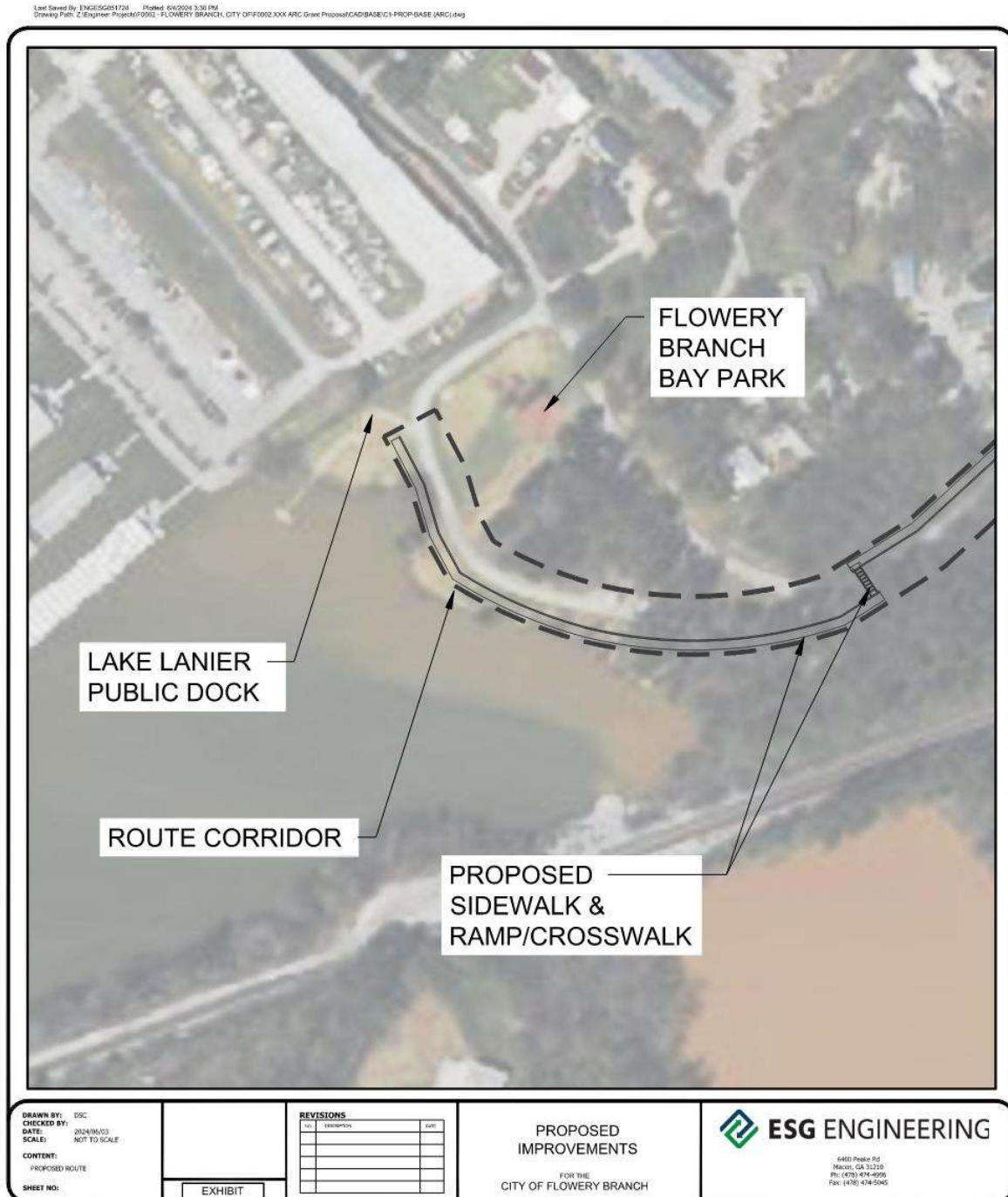
9. The remaining portion of Mitchell Street ( $\pm 525'$ ) does not have a path, but sits along city property terminating at Spring Street. 525' of trail is required to separate pedestrian and vehicular traffic.
10.  $\pm 250'$  of unpaved right-of-way runs south along Spring Street adjacent to city property. 250' of trail is required to safely accommodate pedestrian traffic.
11. Crossing Spring Street at the intersection of Spring St. and Church Street allows for existing paved right-of-way in front of the Flowery Branch United Methodist Church to be repurposed for the trail ( $\pm 300'$ ) terminating at Railroad Avenue. A crosswalk is required at the intersection of Spring Street and Church Street with trail to safely accommodate pedestrian traffic.
12. At Railroad Avenue, Norfolk Southern right-of-way and Atlanta Highway meet and extend  $\pm 175'$  to the south side of Spring Street. A crosswalk will be required at the intersections of Railroad Avenue and Spring Street, as well as, Atlanta Highway and Spring Street. Pavement Markings/Striping are required to delineate the pedestrian path over the railroad tracks and will require Norfolk Southern approval through plans and permitting. The proposed crosswalk at the intersection of Spring Street and Atlanta Highway will be a flashing light, pedestrian crossing permitted by the Georgia Department of Transportation.
13. Spring Street has  $\pm 190'$  of lawn flanking both sides of the road and terminating at Mulberry Street. Approximately 190' of trail will be required to safely accommodate pedestrian traffic.

### **3.5 – PROPOSED IMPROVEMENTS**

ESG Engineering recommends the improvements in the Project Area as summarized below for this funding request:

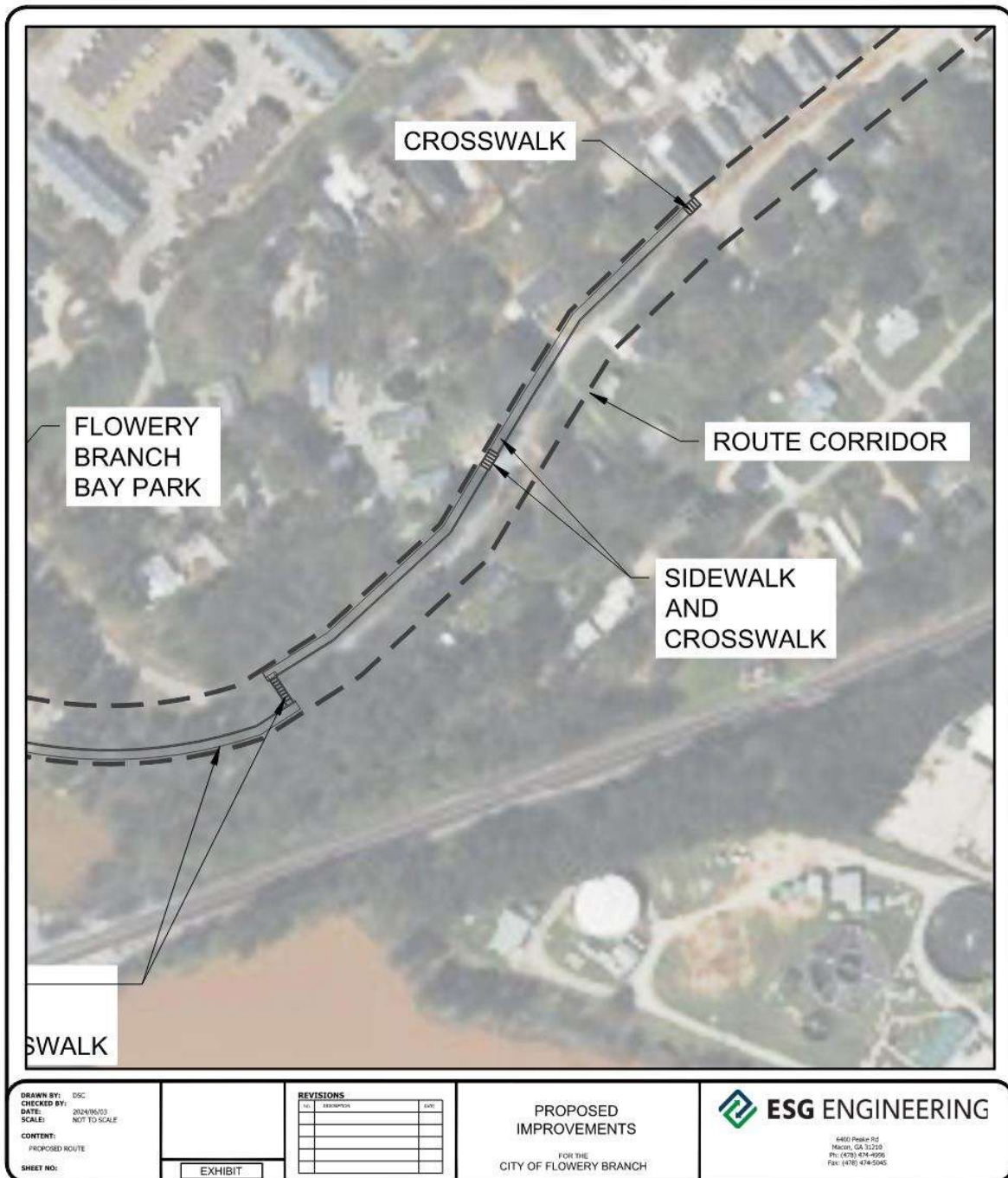
1. Grade approximately 5,175 LNFT of right-of-way to make preparations for the installation of the trail.
2. Install approximately 5,175 LNFT of trail found in the exhibits below.
3. Install 11 crosswalks totaling  $\pm 480$  LNFT along the proposed route and found in the exhibits below.
4. Install one (1) signal crosswalk at the intersection of Atlanta Highway and Spring Street.
5. Utilize the landscaping budget to cleanup and provide finished look along the back of sidewalk.

## Phase I Exhibits: Proposed Improvements



## Phase I Exhibits Continued

Plot Saved By: ENGSGRIST28 Plotted: 6/6/2024 3:31 PM  
Drawing Path: Z:\Engineer Projects\0302 - FLOWERY BRANCH, CITY OF\0302 XXX ARC Grant Process\CAD\BASE\CI-PROP\BASE (ARC).dwg



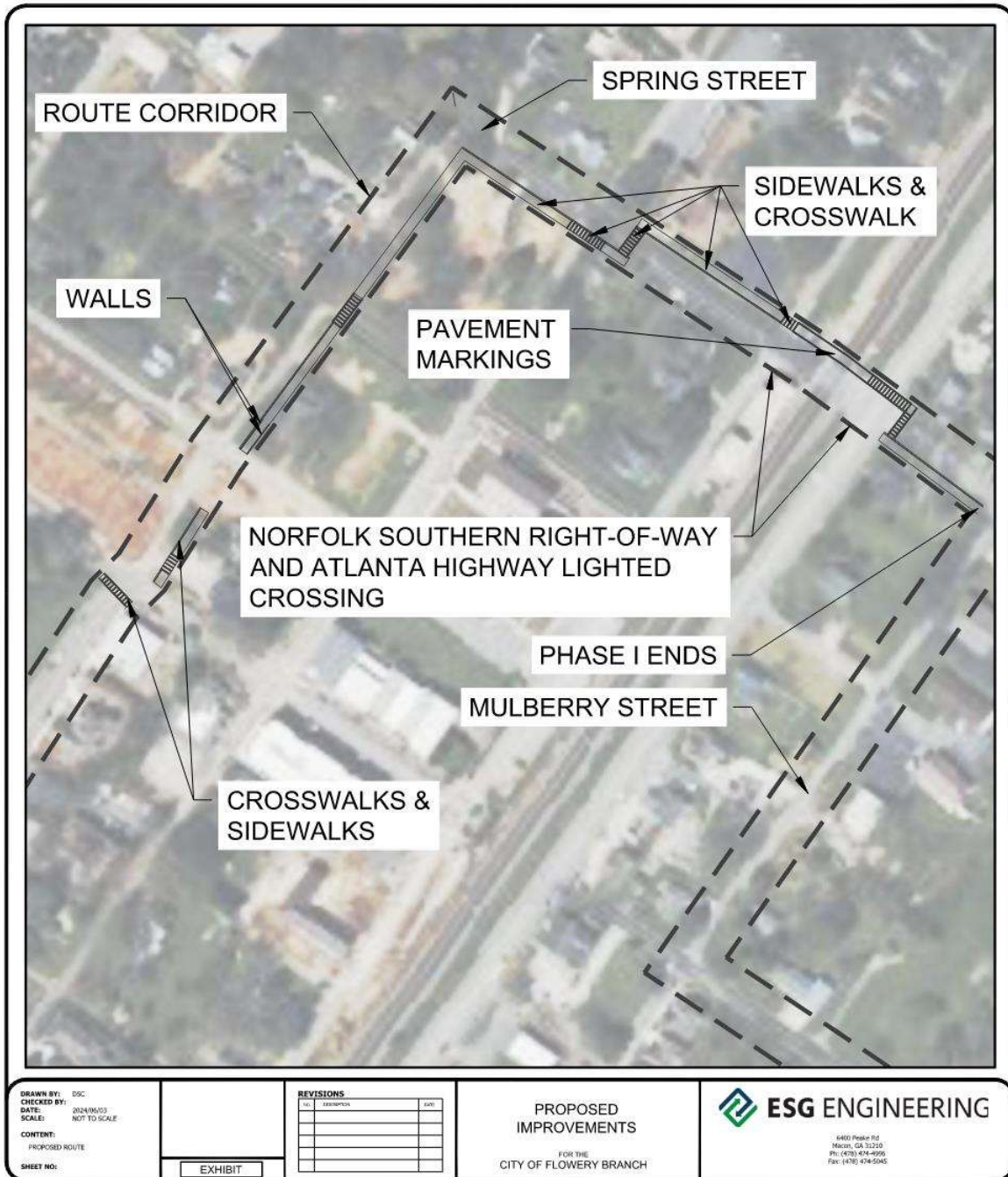


## Phase I Exhibits Continued



## Phase I Exhibits Continued

Last Saved By: E:\MGE\GRI\126 - Printed: 6/6/2024 3:34 PM  
Drawing Path: Z:\Engineer Projects\FY25 - FLOWERY BRANCH, CITY OFF\2025\ARC Area Development\CAD\BASE\CI-PROP\BASE (ARC)dwg



## SECTION 4 – EVALUATION OF ALTERNATIVES

The proposed route is ideal for the City of Flowery Branch to connect Lake Lanier and the Bay Park to downtown Flowery Branch, as well as, provide a safe crossing for pedestrians at a less frequented crossing of the railroad tracks and Atlanta Highway. The proposed route utilizes an existing path and crosswalks to minimize cost and construction throughout the City. The route is approximately ±1.90 miles in length as proposed. However, alternatives to the proposed route allow for continued smart growth in the community; if the need arises.

### 4.1 - ALTERNATIVE OPTIONS

Approximately ±225 linear feet of path can be alleviated from the project by routing the trail south along W. Pine Street and utilizing existing downtown Flowery Branch sidewalks and crosswalks. Advantages to this adjustment reduce the need for the path mentioned above, as well as, two retaining walls where there is a significant grade change.

A shorter section of trail and a crosswalk are still required. This section of trail is ±261' in length. It would terminate into Spring Street at Church Street. See Exhibit 4.1A below.

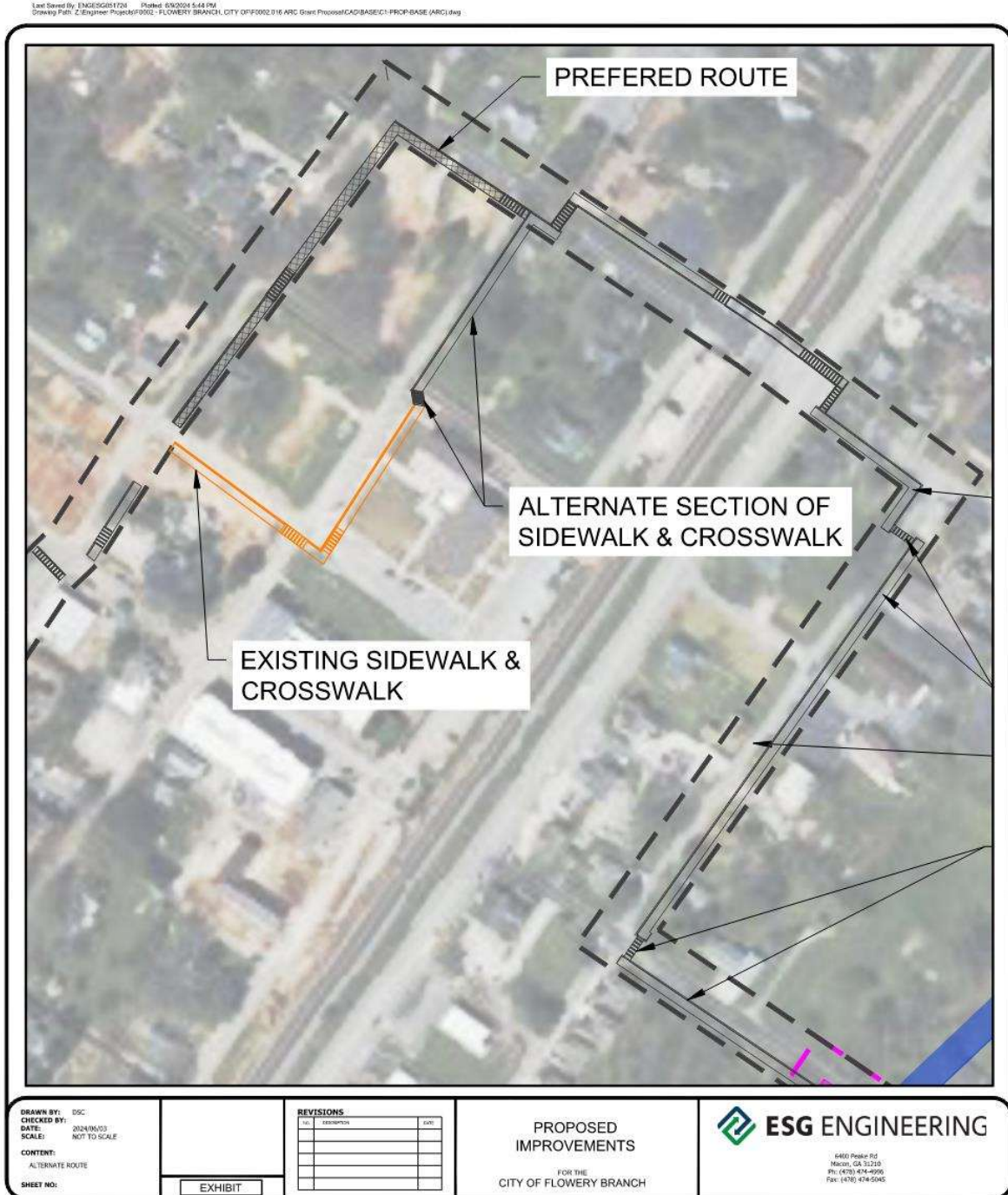
Another design alternative is to stripe the Norfolk Southern crossing instead of installing sidewalk through it. This will be easier to permit reducing project delays. It will also cost significantly less by minimizing Norfolk Southern's need to adjust train schedules and provide track attendants throughout construction of this zone.

Another alternative is to provide a 12' wide path along this route instead of a 5' wide path. A 12' wide path would require significantly more funding for this project. Right-of-way acquisition, easement acquisition, overhead utility relocations, and more than doubling the physical footprint of construction greatly increases the City's financial obligations. Furthermore, additional phases would be required shortening the available path distance of each phase due to the cost increase. The project is currently planned for a two phase approach.

The last alternative is to not move forward with the project if the grant is not approved. This would not benefit Flowery Branch or the downtown community. Furthermore, the momentum the community is currently experiencing would potentially be set back.



## Exhibit 4.1A





## SECTION 5 – DETAILED PROJECT BUDGET

### 5.1 - Projected Costs

Provided in Table 5.1A is the engineer's Opinion of Probable Costs for the proposed improvements. The projected costs include not only the construction costs, but also a percentage for engineering fees and administrative costs. Unit prices used in establishing the probable construction costs are from actual bid tabulations of construction projects recently bid and managed by our firm including other recent infrastructure improvements. These unit prices reflect materials, labor, and equipment necessary to perform the specific task to which it refers.

It should be noted that since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, this Opinion of Probable Construction Costs provided herein are made on the basis of our experience and qualifications and represent our best judgement as an experienced and qualified engineer familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will vary from opinions of probable construction cost prepared herein.

### 5.1A- Estimated Construction Cost

| Opinion of Probable Cost        |          |      |                       |               |                        |
|---------------------------------|----------|------|-----------------------|---------------|------------------------|
| Flowery Branch Spur Trail       |          |      |                       |               |                        |
| City of Flowery Branch, Georgia |          |      |                       |               |                        |
| Item #                          | Quantity | Unit | Description           | Unit Cost     | Extended Cost          |
| 1                               | 1        | LS   | Demolition            | \$ 100,000.00 | \$ 100,000.00          |
| 2                               | 1        | LS   | Grading & Drainage    | \$ 150,000.00 | \$ 150,000.00          |
| 3                               | 5175     | LNFT | Curb/Gutter           | \$ 75.00      | \$ 388,125.00          |
| 4                               | 25875    | SQFT | Sidewalk Trail System | \$ 25.00      | \$ 646,875.00          |
| 5                               | 1        | LS   | Crosswalk/Striping    | \$ 27,460.00  | \$ 27,460.00           |
| 6                               | 1        | LS   | Signal Crosswalk      | \$ 125,000.00 | \$ 125,000.00          |
| 7                               | 100      | LNFT | Retaining Walls       | \$ 120.00     | \$ 12,000.00           |
| 9                               | 1        | LS   | Utility Relocation    | \$ 150,000.00 | \$ 150,000.00          |
| 10                              | 1        | LS   | Landscaping           | \$ 62,500.00  | \$ 62,500.00           |
| 11                              | 1        | LS   | Signage               | \$ 35,000.00  | \$ 35,000.00           |
| <b>Subtotal</b>                 |          |      |                       |               | <b>\$ 1,696,960.00</b> |
| 10% Contingency                 |          |      |                       |               | \$ 169,696.00          |
| Design Fees                     |          |      |                       |               | \$ 135,756.80          |
| Construction Admin.             |          |      |                       |               | \$ 35,000.00           |
| Onsite Cnstrct Mngmnt           |          |      |                       |               | \$ 62,500.00           |
| Grant Administration            |          |      |                       |               | \$ 22,500.00           |
| <b>Subtotal</b>                 |          |      |                       |               | <b>\$ 425,452.80</b>   |
| <b>Total Estimated Cost</b>     |          |      |                       |               | <b>\$ 2,122,412.80</b> |

### 5.2 – Project Schedule

Provided herein is the proposed project schedule. This schedule is based on other projects of a similar like and kind as a preliminary probable schedule.

|                                  |                                |
|----------------------------------|--------------------------------|
| Award:                           | January 2025                   |
| Environmental Review:            | May 2025                       |
| Notice To Proceed:               | June 2025                      |
| Due Diligence:                   | July 2025 – August 2025        |
| Engineering Design & Permitting: | September 2025 – November 2025 |
| EPD Review & Approval:           | December 2025 – January 2026   |
| Contract Bidding:                | February 2026                  |
| Contract Award:                  | March 2026                     |
| Construction:                    | August 2026 – December 2026    |
| Project Closeout:                | January 2027                   |

## SECTION 6 – ENVIRONMENTAL ASSESSMENT

### 6.1 Zoning Compliance

The proposed project conforms to all existing Flowery Branch zoning ordinances. No zoning changes will be required for the implementation of this project.

### 6.2 Soil Suitability and Slopes

The proposed project will not be constructed on steep slopes. The majority of the slopes range from 2% - 15% and categorized as lightly sloped to moderately sloped. This information can be found below in Figure 6.2 and based on USDA data collected in shapefile (GA606) Barrow, Jackson, and Hall Counties.

Geotechnical analysis will be required for the bridge abutments at the Mulberry Creek crossing. Soil cores are expected for bridge abutment design with a minimum of two (2) cores. Rock is common in the area and any soils deemed unsuitable for bridge construction will be removed from the site and and suitable fill will be brought in as a replacement.

### 6.3 Erosion and Sedimentation Control

The project does not exceed one (1) acre in total, but is required to have an erosion and sedimentation control plan at the Mulberry Creek crossing along East Main Street. Erosion and sediment control measures will be maintained at all times during construction and until disturbed areas are stabilized with permanent vegetation. The project will also have erosion and sediment control measures in place adjacent to the segment of sidewalk located at Lake Lanier.

Soil types in the project area are satisfactory for the proposed improvements. All grading and excavation will be scheduled to minimize the exposure of bare soils. The disturbed areas will be grassed immediately to prevent erosion in areas of concentrated water flows. Sediment barriers, such as hay bales, silt fence, and rock check dams, will be installed in areas of concentrated water flows. The plan, constructed of approved materials, will be designed and installed per *the Manual for Erosion and Sediment Control in Georgia, 2016 Edition* (or later).

The project will require an erosion control permit, which will be approved by the Environmental Protection Division prior to construction.

## **6.4 Hazards and Nuisances**

The proposed project poses no known long-term hazards or nuisances to the project area. There may be some temporary inconveniences during construction (i.e. travel delays or temporary road closures to through traffic), but these will be kept to a minimum and used only on an as needed basis.

## **6.5 Energy Consumption**

The proposed project does not alter the City of Flowery Branch's energy demand and reduces the need for vehicular traffic in the community.

## **6.6 Noise Disturbance**

The proposed project during construction will cause temporary loud noises associated with construction (heavy equipment/machinery). However, after construction is completed noise levels should return to pre-construction levels or better since traffic can be reduced.

## **6.7 Air Quality**

The proposed project is not expected to impact air quality in the community.

## **6.8 Solid Waste**

The proposed project will require the removal of debris, trees, branches, brush, stumps, etc. resulting from the grading and earthwork. This shall remain the sole responsibility of the contractor and shall be disposed of by removal from the site. All costs in connection with disposal of waste materials shall be at the contractor's expense. The disposal of all materials removed will be in accordance with the rules and regulations of the State of Georgia.

## **6.9 Stormwater & Water Resources**

This project is not expected to adversely affect or impact the stormwater system and basin(s) in the community.

## **6.10 Transportation System**

The transportation system will be temporarily affected by the construction of the different segments of sidewalk, curb, gutter, and crosswalks. Traffic control measures will be implemented which may cause minor delays and/or temporary rerouting. The streets will be returned to normal directional flow as soon as it is deemed safe for travelers.

The Atlanta Highway and Spring Street intersection will require a traffic plan and permit to make alterations to this right-of-way by the Georgia Department of Transportation. This submittal and approval will be the only area for possible delays during construction. This will be minimized by construction of this segment taking place during off-peak demand/usage.

### **6.11 Surface Water**

This project falls within state water boundary requirements in two different areas. At the beginning of the project Lake Lanier is within 200' of an  $\pm 835'$  segment of proposed walk. This project also intersects Mulberry Creek for approximately 170 linear feet. Buffer variance permits are expected in order for work to take place in these areas of the project.

### **6.12 Flood Plains**

According to Panels 130323 0291, 130333 0291, and 130466 0291, Figure 6.11 this project has flood plain associated with it at Lake Lanier and the Mulberry Creek crossing. If required, early notices will be published in accordance with Executive order 11988, May 24, 1977, 24 CFR Part 55. Copies will also be provided to the US Army Corps of Engineers, US Fish and Wildlife Service, and the National Marine Fisheries Service. Should wetlands be determined during design, a US Army Corps of Engineers Nationwide Permit will be submitted for review and approval prior to construction.

### **6.13 Wetlands**

This project borders Lake Lanier. The area of construction is outside the limits of the denoted wetland demonstrated in Figure 6.12.

### **6.14 Impaired Stream and Waterbody**

This project falls within one (1) mile of an impaired stream (Mulberry Creek) and an impaired waterbody (Lake Lanier) demonstrated in Figure 6.13. Four (4) additional erosion and sediment control measures will be required in the project areas adjacent to Lake Lanier and Mulberry Creek.

1. Sediment storage will be increased from 67 cubic yards/acre to 134 cubic yards/acre.
2. Use flocculants, coagulants, and/or mulch to stabilize disturbed areas longer than 14 days.
3. Conduct inspections during the intermediate and final erosion and sediment control phases.
4. Erect a large sign (8 x 4) with the required fields described:

- a. Construction site
- b. Permittee
- c. Contact Person(s)
- d. Telephone Number(s)
- e. Website link for plans and permit

#### **6.15 Vegetation and Wildlife**

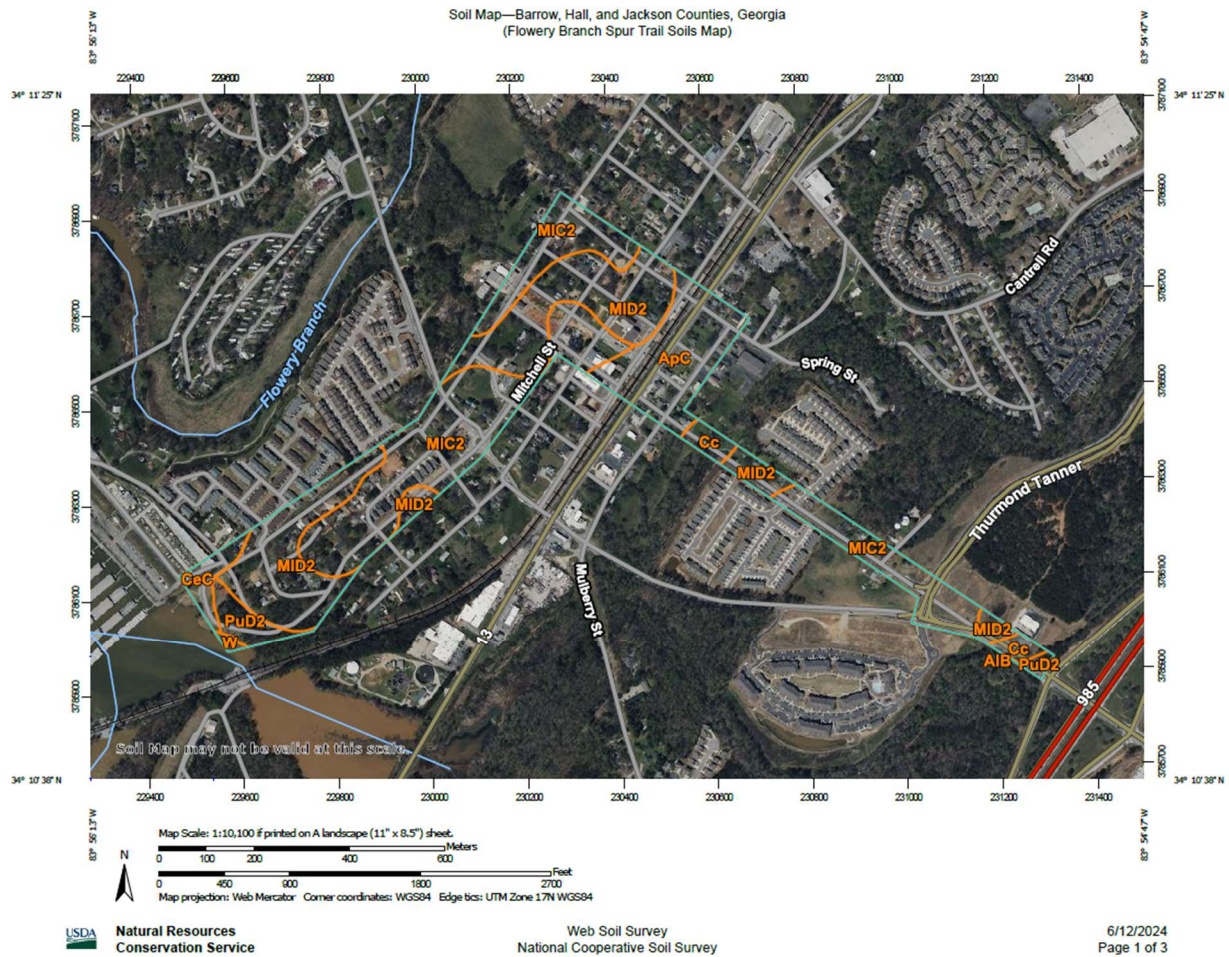
There will be no adverse effects to vegetation and wildlife within, adjacent to, or near the proposed project areas. No vegetation outside of the project areas will be disturbed. All disturbed areas will be grassed and mulched immediately to prevent erosion. Appendix 1 shows the Natural Resources of concern listed by the US Fish and Wildlife Service.

#### **6.16 Historical Places**

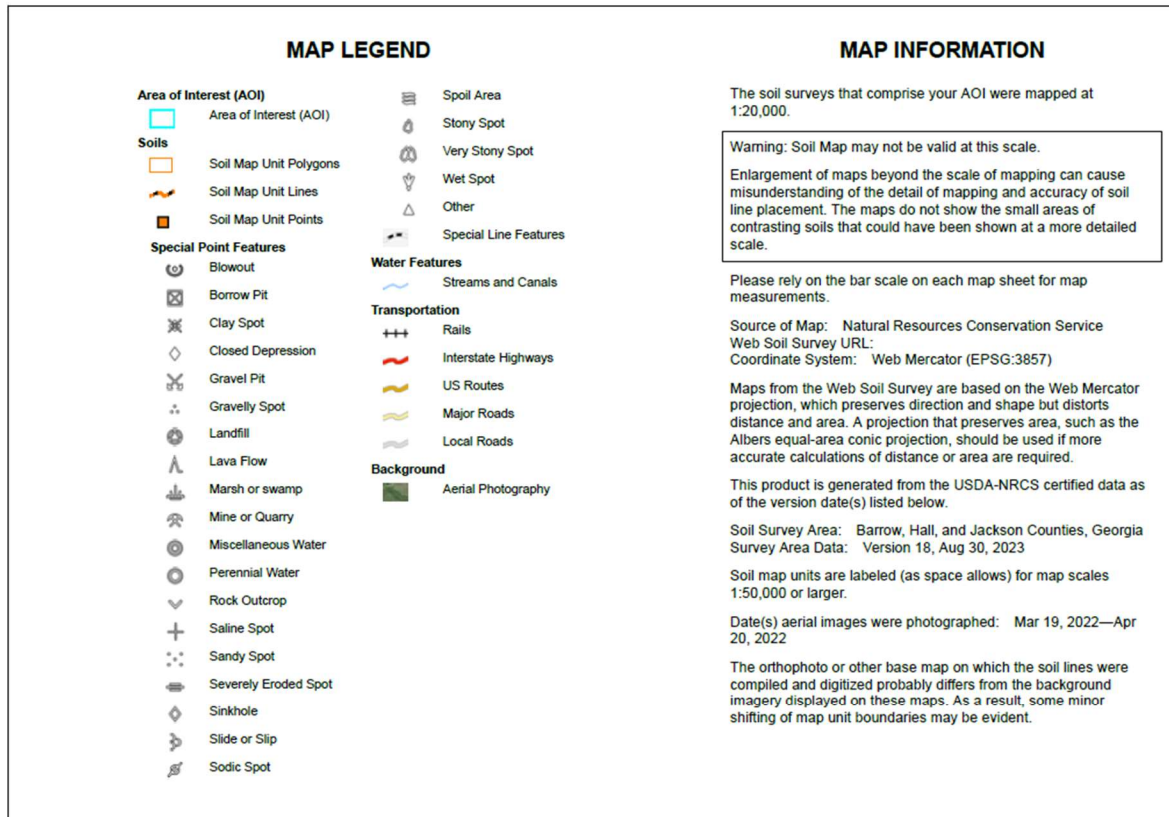
After querying the National Register of Historic Places for Flowery Branch, this project will not encounter any historical places.



Figure 6.2



Soil Map—Barrow, Hall, and Jackson Counties, Georgia  
(Flowery Branch Spur Trail Soils Map)



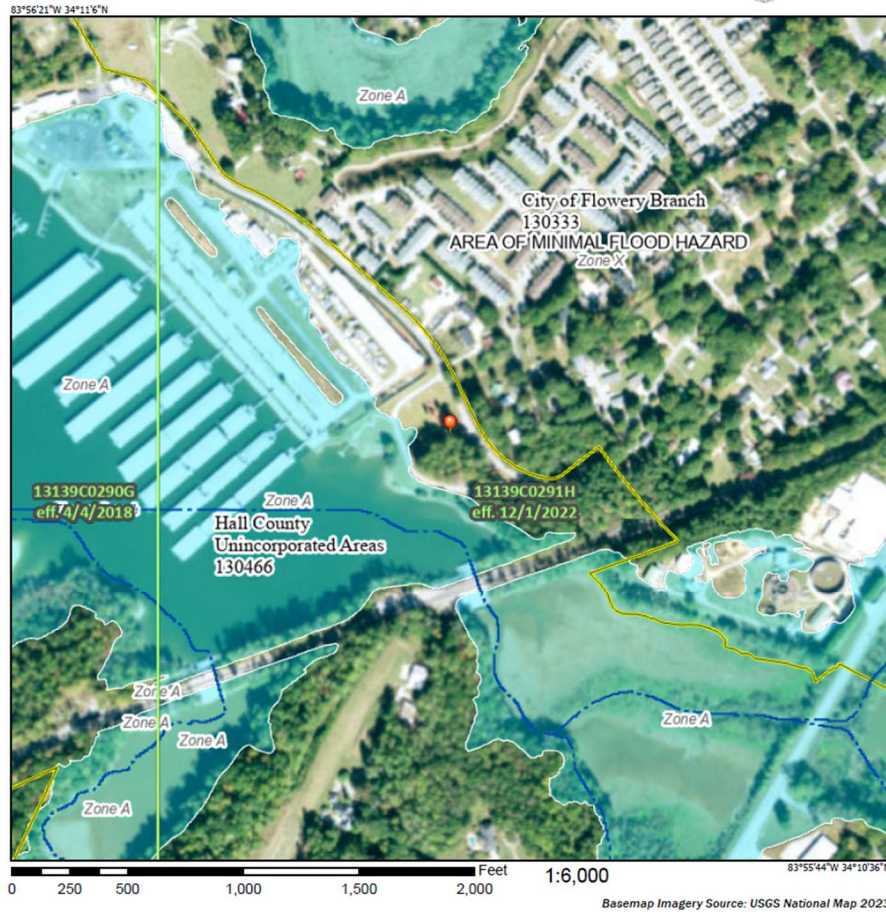
## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name                                                       | Acres in AOI | Percent of AOI |
|------------------------------------|---------------------------------------------------------------------|--------------|----------------|
| AIB                                | Altavista sandy loam, 2 to 6 percent slopes                         | 0.0          | 0.0%           |
| ApC                                | Appling sandy loam, 6 to 10 percent slopes                          | 12.3         | 13.8%          |
| Cc                                 | Cartecay and Chewacla soils                                         | 2.4          | 2.7%           |
| CeC                                | Cecil sandy loam, 6 to 10 percent slopes                            | 2.3          | 2.6%           |
| MIC2                               | Madison sandy clay loam, 6 to 10 percent slopes, moderately eroded  | 37.8         | 42.3%          |
| MID2                               | Madison sandy clay loam, 10 to 15 percent slopes, moderately eroded | 31.0         | 34.7%          |
| PuD2                               | Paolet soils, 10 to 15 percent slopes, eroded                       | 3.2          | 3.5%           |
| W                                  | Water                                                               | 0.3          | 0.4%           |
| <b>Totals for Area of Interest</b> |                                                                     | <b>89.4</b>  | <b>100.0%</b>  |



Figure 6.11

# National Flood Hazard Layer FIRMette



**Legend**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

|                                    |                                                                                                                                                                   |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  | Without Base Flood Elevation (BFE)<br>Zone A, V, A99                                                                                                              |
|                                    | With BFE or Depth Zone AE, AO, AH, VE, AR                                                                                                                         |
|                                    | Regulatory Floodway                                                                                                                                               |
| <b>OTHER AREAS OF FLOOD HAZARD</b> | 0.2% Annual chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                                    | Future Conditions 1% Annual chance Flood Hazard Zone X                                                                                                            |
|                                    | Area with Reduced Flood Risk due to Levee. See Notes, Zone X                                                                                                      |
|                                    | Area with Flood Risk due to Levee Zone D                                                                                                                          |
| <b>OTHER AREAS</b>                 | NO SCREEN Area of Minimal Flood Hazard Zone X                                                                                                                     |
|                                    | Effective LOMRs                                                                                                                                                   |
| <b>GENERAL STRUCTURES</b>          | Area of Undetermined Flood Hazard Zone D                                                                                                                          |
|                                    | channel, culvert, or Storm Sewer                                                                                                                                  |
| <b>OTHER FEATURES</b>              | Levee, Dike, or Floodwall                                                                                                                                         |
|                                    | Cross Sections with 1% Annual chance Water Surface Elevation                                                                                                      |
| <b>MAP PANELS</b>                  | coastal Transect                                                                                                                                                  |
|                                    | Base Flood Elevation Line (BFE)                                                                                                                                   |
| <b>OTHER FEATURES</b>              | Limit of Study                                                                                                                                                    |
|                                    | Jurisdiction Boundary                                                                                                                                             |
| <b>OTHER FEATURES</b>              | coastal Transect Baseline                                                                                                                                         |
|                                    | Profile Baseline                                                                                                                                                  |
| <b>OTHER FEATURES</b>              | Hydrographic Feature                                                                                                                                              |
|                                    | Digital Data Available                                                                                                                                            |
| <b>MAP PANELS</b>                  | No Digital Data Available                                                                                                                                         |
|                                    | Unmapped                                                                                                                                                          |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/12/2024 at 9:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# National Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

|                             |                                                                                                                                                                   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SPECIAL FLOOD HAZARD AREAS  | Without Base Flood Elevation (BFE)<br>Zone A, V, X, SS                                                                                                            |
|                             | With BFE or Depth Zone AE, AO, AH, VE, AR                                                                                                                         |
|                             | Regulatory Floodway                                                                                                                                               |
| OTHER AREAS OF FLOOD HAZARD | 0.2% Annual chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                             | Future conditions 1% Annual chance Flood Hazard Zone X                                                                                                            |
|                             | Area with Reduced Flood Risk due to Levee. See Notes. Zone X                                                                                                      |
|                             | Area with Flood Risk due to Levee Zone D                                                                                                                          |
| OTHER AREAS                 | NO SCREEN Area of Minimal Flood Hazard Zone X                                                                                                                     |
|                             | Effective LOMRS                                                                                                                                                   |
| GENERAL STRUCTURES          | Area of Undetermined Flood Hazard Zone D                                                                                                                          |
|                             | channel, culvert, or Storm Sewer                                                                                                                                  |
| OTHER FEATURES              | Levee, Dike, or Floodwall                                                                                                                                         |
|                             | Cross Sections with 1% Annual chance Water Surface Elevation                                                                                                      |
| MAP PANELS                  | Coastal Transect                                                                                                                                                  |
|                             | Base Flood Elevation Line (BFE)                                                                                                                                   |
|                             | Limit of Study                                                                                                                                                    |
|                             | Jurisdiction Boundary                                                                                                                                             |
|                             | Coastal Transect Baseline                                                                                                                                         |
|                             | Profile Baseline                                                                                                                                                  |
|                             | Hydrographic Feature                                                                                                                                              |
|                             | Digital Data Available                                                                                                                                            |
|                             | No Digital Data Available                                                                                                                                         |
|                             | Unmapped                                                                                                                                                          |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

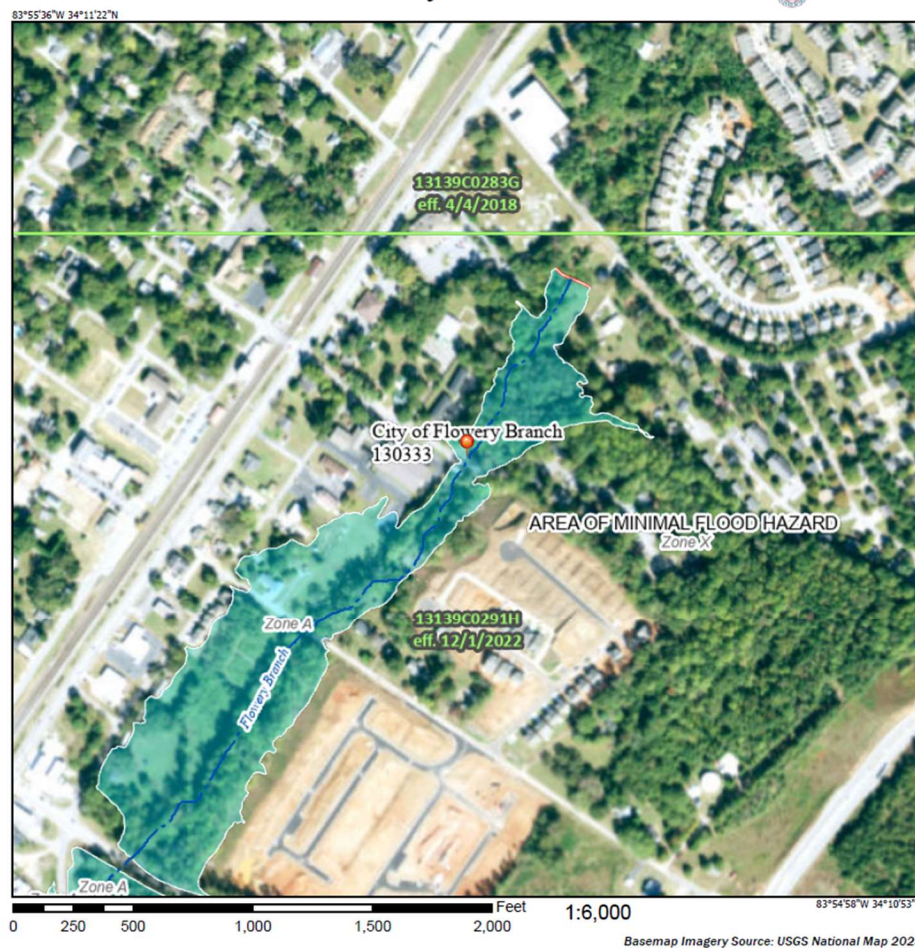
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/12/2024 at 9:43 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# National Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

|                                    |                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  | Without Base Flood Elevation (BFE)<br>Zone A, V, AE, AH, VE, AR                                                                                                                                                                                                                                                                                   |
|                                    | With BFE or Depth Zone AE, AO, AH, VE, AR                                                                                                                                                                                                                                                                                                         |
|                                    | Regulatory Floodway                                                                                                                                                                                                                                                                                                                               |
| <b>OTHER AREAS OF FLOOD HAZARD</b> | 0.2% Annual chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X                                                                                                                                                                                 |
|                                    | Future Conditions 1% Annual chance Flood Hazard Zone X                                                                                                                                                                                                                                                                                            |
|                                    | Area with Reduced Flood Risk due to Levee. See Notes, Zone X                                                                                                                                                                                                                                                                                      |
|                                    | Area with Flood Risk due to Levee Zone D                                                                                                                                                                                                                                                                                                          |
| <b>OTHER AREAS</b>                 | NO SCREEN Area of Minimal Flood Hazard Zone X                                                                                                                                                                                                                                                                                                     |
|                                    | Effective LOMRS                                                                                                                                                                                                                                                                                                                                   |
| <b>GENERAL STRUCTURES</b>          | Area of Undetermined Flood Hazard Zone D                                                                                                                                                                                                                                                                                                          |
|                                    | channel, culvert, or Storm Sewer                                                                                                                                                                                                                                                                                                                  |
|                                    | Levee, Dike, or Floodwall                                                                                                                                                                                                                                                                                                                         |
| <b>OTHER FEATURES</b>              | <p>20.2<br/>17.8<br/>14.8<br/>11.8<br/>8.8<br/>5.8<br/>2.8<br/>0.8</p> <p>cross Sections with 1% Annual chance Water Surface Elevation</p> <p>coastal Transect</p> <p>Base Flood Elevation Line (BFE)</p> <p>Limit of Study</p> <p>Jurisdiction Boundary</p> <p>coastal Transect Baseline</p> <p>Profile Baseline</p> <p>Hydrographic Feature</p> |
| <b>MAP PANELS</b>                  | <p>Digital Data Available</p> <p>No Digital Data Available</p> <p>Unmapped</p> <p>The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.</p>                                                                                                                        |

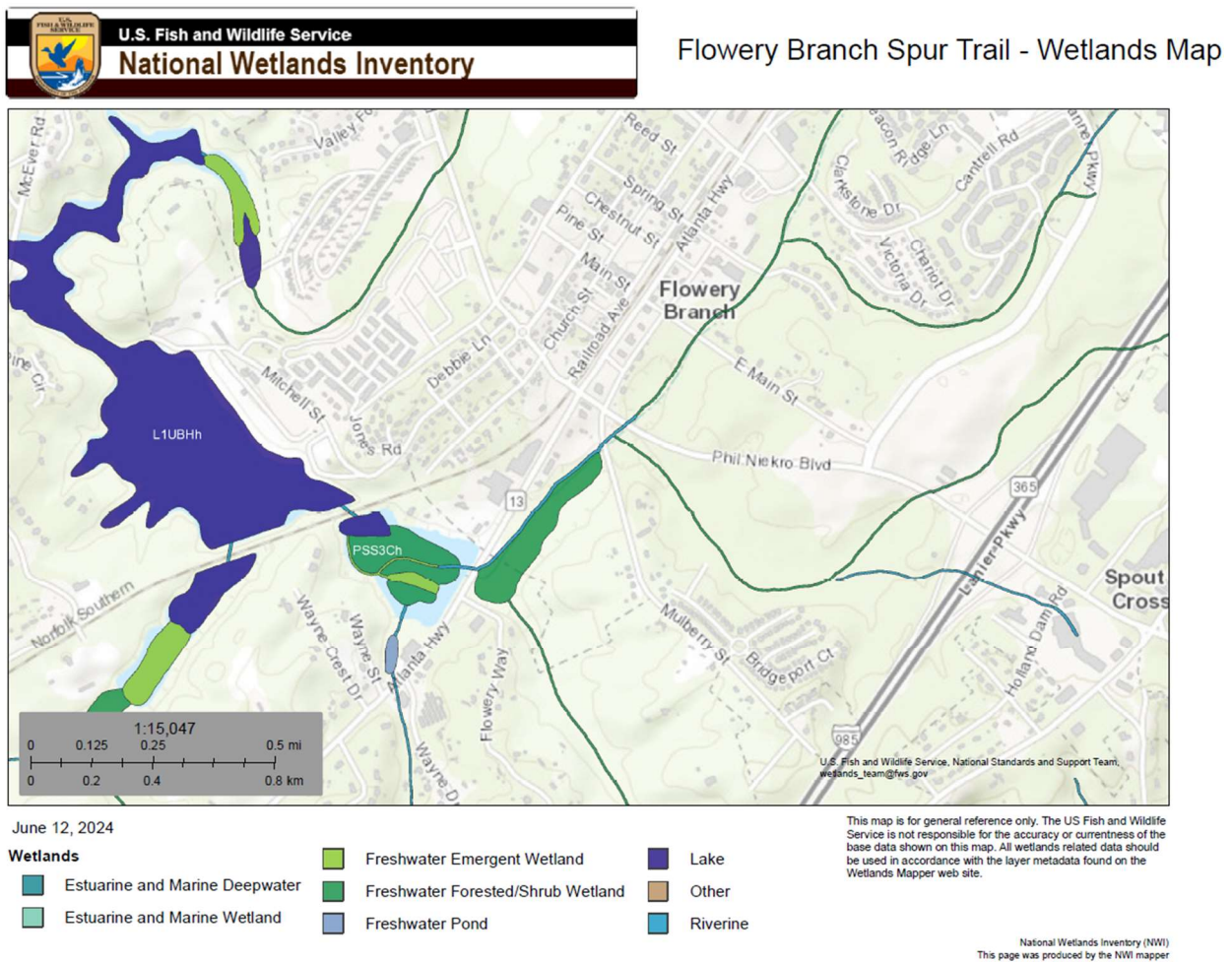
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/12/2024 at 9:45 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

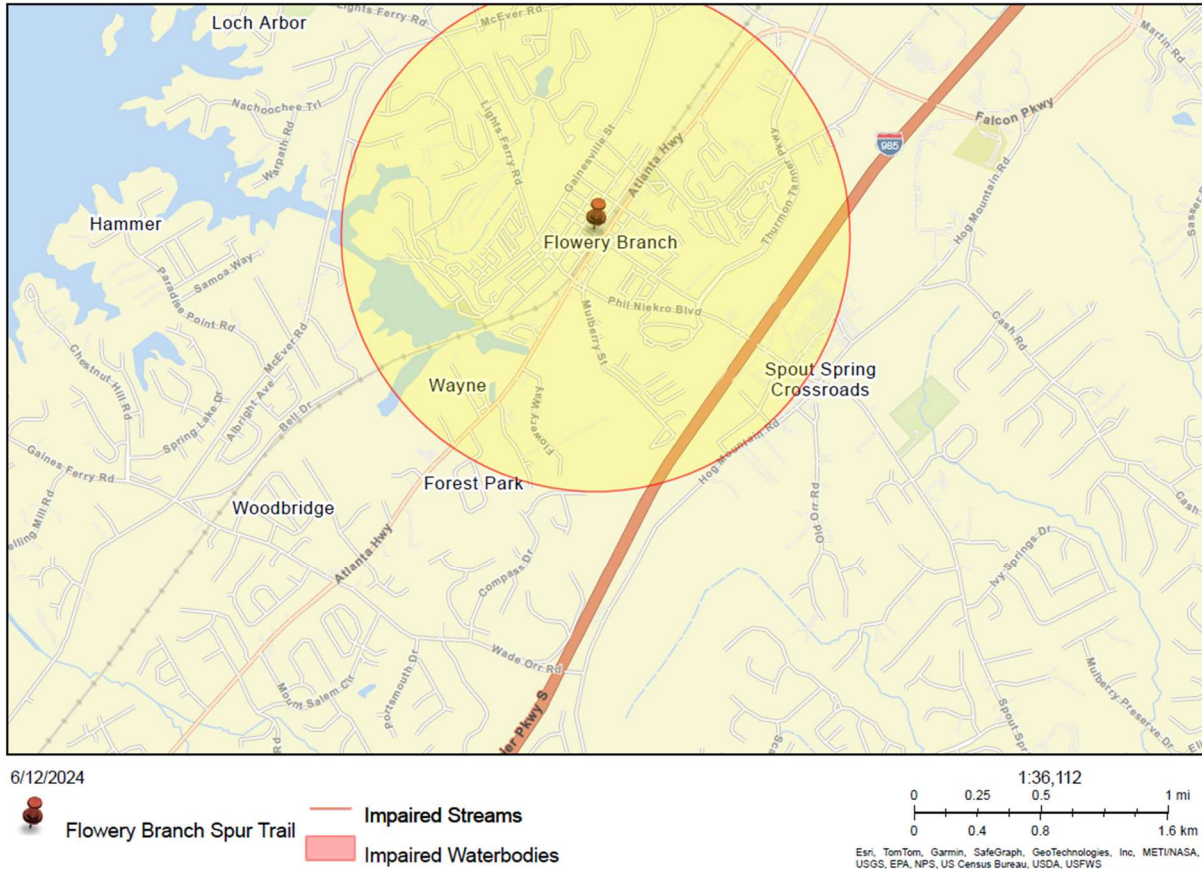


Figure 6.12



**Figure 6.13**

**Impaired Stream and Waterbody**



## SECTION 7 – Project Planning

- Land Acquisition – Land acquisition is not required for the proposed project.
- Permitting & Approvals:
  - This project accesses Norfolk Southern Right-of-Way and plans/permitting are expected. An encroachment permits will be assigned to this project.
  - This project accesses the Georgia Department of Transportation Right-of-Way and plans/permitting are expected. An encroachment permit will be assigned to the project.
- Required Permits:
  - Notice of Intent (NOI)

- Utility relocation is probable for this project and the engineer will call the Utility Protection Center (UPC) during project design to give utility owners the opportunity to mark their infrastructure. Furthermore, by using records and utility locates, the engineer plans to avoid as many utilities as possible. All contractors are required to submit for utility locates with the UPC and allow for three (3) days for findings before any earthwork takes place. If utility conflicts arise during construction, the engineer will determine an alternate path to minimize utility relocations.
- The proposed improvements will not add significant operational and maintenance responsibilities to the City of Flowery Branch. The added requirements will include signage upkeep and light landscaping duties throughout the year.
- Project Delays – The engineer foresees possible delays concerning the Norfolk Southern Right-of-Way and Georgia Department of Transportation Right-of-Way for permitting and construction purposes. The engineer will expeditiously work early in the design portion of this project in these areas to minimize possible delays.
- Engineering Services Rendered:
  - Topographic and Survey Data
  - Design Plans
  - Erosion Control and Sedimentation Control Plans
  - GDOT specific plans for the portion of the project that enters their right-of-way
  - Norfolk Southern specific plans for the portion of the project that enters their right-of-way
  - Bid Advertisement and Assistance
  - Construction Administration
  - Shop Drawing and Pay Application Review/Approval
  - Obtain As-Builts from Contractor(s)

## SECTION 8 – CONCLUSION AND RECOMMENDATION

Based on preliminary due diligence and conceptual development, this project will improve pedestrian safety for the community and provide better connectivity between Lake Lanier and downtown Flowery Branch. The improved connectivity for the City, as well as, the long term goal of adjoining the West South Springs Sidepath meets the Appalachian Regional Commission's (ARC) initiative for the Highlands to Islands Trail System.

To achieve the goals and objectives, the City of Flowery Branch is requesting grant funds from ARC to make the first phase of this project economically feasible. It is our recommendation that the proposed improvements be completed to continue advancing the City of Flower Branch's infrastructure to enrich and better serve its citizens while providing the same opportunities for its visitors.



## **APPENDIX 1**

### **Natural Resources of Concern**



## IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

### Location

Hall County, Georgia



### Local office

Georgia Ecological Services Field Office

(706) 460-7161

(706) 613-6059

355 East Hancock Avenue



## Endangered species

**This resource list is for informational purposes only and does not constitute an analysis of project level impacts.**

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species<sup>1</sup> and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries<sup>2</sup>).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

- 
1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

## Mammals

| NAME                                                                                                                                                                                                                     | STATUS              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Tricolored Bat <i>Perimyotis subflavus</i><br>Wherever found<br>No critical habitat has been designated for this species.<br><a href="https://ecos.fws.gov/ecp/species/10515">https://ecos.fws.gov/ecp/species/10515</a> | Proposed Endangered |

## Birds

| NAME                                                                                                                                                                                         | STATUS               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Whooping Crane <i>Grus americana</i><br>No critical habitat has been designated for this species.<br><a href="https://ecos.fws.gov/ecp/species/758">https://ecos.fws.gov/ecp/species/758</a> | <a href="#">EXPN</a> |

## Insects

| NAME                                                                                                                                                                                                                  | STATUS    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Monarch Butterfly <i>Danaus plexippus</i><br>Wherever found<br>No critical habitat has been designated for this species.<br><a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a> | Candidate |

## Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

## Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act<sup>1</sup> and the Migratory Bird Treaty Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats<sup>3</sup>, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below.

Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

| NAME                                                                                                                                                                                                                                                                                                                                                                  | BREEDING SEASON        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Bald Eagle</b> <i>Haliaeetus leucocephalus</i><br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br><a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a> | Breeds Sep 1 to Jul 31 |

## Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read



["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

### Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

### Survey Effort (||)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

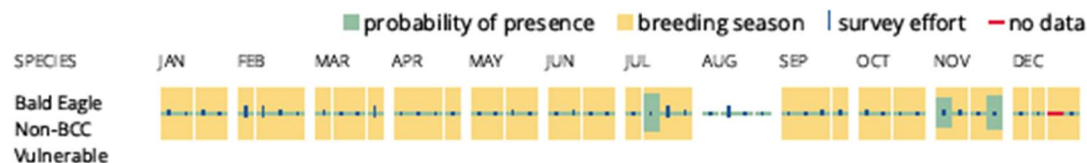
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

### No Data (—)

A week is marked as having no data if there were no survey events for that week.

### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



**What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?**

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

**What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

**What if I have eagles on my list?**

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the [Eagle Act](#) should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

## Migratory birds



Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats<sup>3</sup> should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds  
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC  
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON



|                                                                                                                                                                                                                                                                                                                                                                       |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Bald Eagle</b> <i>Haliaeetus leucocephalus</i><br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br><a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a> | Breeds Sep 1 to Jul 31  |
| <b>Chimney Swift</b> <i>Chaetura pelagica</i><br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.                                                                                                                                                                                                                 | Breeds Mar 15 to Aug 25 |
| <b>Grasshopper Sparrow</b> <i>Ammodramus savannarum</i><br><i>perpallidus</i><br>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA<br><a href="https://ecos.fws.gov/ecp/species/8329">https://ecos.fws.gov/ecp/species/8329</a>                                                                 | Breeds Jun 1 to Aug 20  |
| <b>Kentucky Warbler</b> <i>Geothlypis formosa</i><br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.                                                                                                                                                                                                             | Breeds Apr 20 to Aug 20 |
| <b>Prairie Warbler</b> <i>Setophaga discolor</i><br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.                                                                                                                                                                                                              | Breeds May 1 to Jul 31  |
| <b>Red-headed Woodpecker</b> <i>Melanerpes erythrocephalus</i><br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.                                                                                                                                                                                                | Breeds May 10 to Sep 10 |
| <b>Wood Thrush</b> <i>Hylocichla mustelina</i><br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.                                                                                                                                                                                                                | Breeds May 10 to Aug 31 |

## Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

#### Breeding Season (🟡)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

#### Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

#### No Data (—)

A week is marked as having no data if there were no survey events for that week.

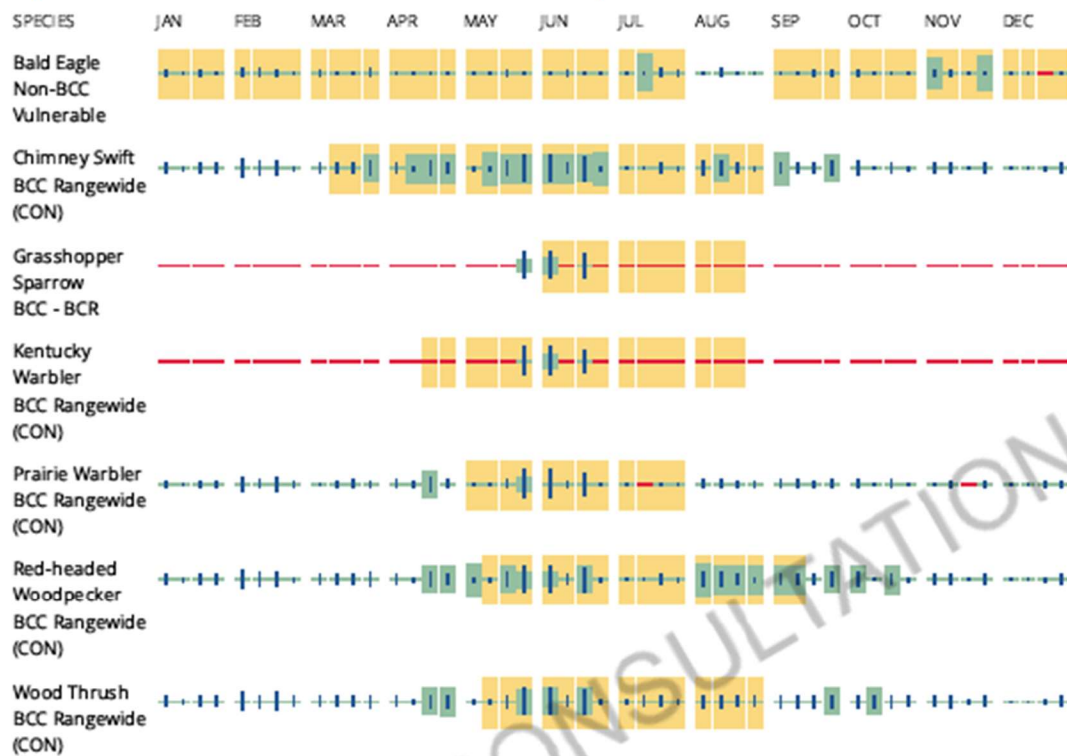
#### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort — no data

6/12/24, 10:53 AM

IPaC: Explore Location resources



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

<https://ipac.ecosphere.fws.gov/location/ZBKWNOELCNGSVJPLDRHBCQIO4M/resources>

11/15



Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

**What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

**How do I know if a bird is breeding, wintering or migrating in my area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

**What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

**Details about birds that are potentially affected by offshore projects**

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

#### What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

#### Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

## Facilities

### National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

## Fish hatcheries

There are no fish hatcheries at this location.

## Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

### Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

### Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

### Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also



been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

**Data precautions**

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Professional Engineering Services for P.D. Fleet Maintenance Building for Site Work Design (Phase 1)

**COUNCIL MEETING DATE:** February 20, 2025

---

#### HISTORY:

The City owns an existing parcel at 5459 East Main Street (at the end of Roberts Drive) where an existing water tank and ground storage tank are located. The City plans to develop a portion of this site as a “fleet maintenance shop” for the Police Department to work on/maintain vehicles in addition to a new storage facility. The City plans to phase the project in two stages: Phase 1) design and construction of civil site improvements, including grading, drainage, and utilities, and Phase 2) design and construction of the buildings themselves (architectural, structural, mechanical/electrical/plumbing, lighting, etc). The currently proposed contract would engage ESG Engineering for professional design services for Phase 1. Phase 2 design and construction work will occur at a later time via separate contracts.

---

#### FACTS AND ISSUES:

FACTS AND ISSUES: ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

##### Task #1 “ Geotechnical Data Collection

Soil borings will be performed to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site.

##### Task #2 “ Engineering Design

Engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage and utilities.

##### Task #3 “ Construction Administration

Construction Administration services include preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete.

---

---

**OPTIONS:**

- 1) Contract with ESG Engineering
- 2) Do Not Contract with ESG Engineering

---

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

Yes

---

**AMOUNT AND SOURCE OF FUNDS:**

\$65,550 - SPLOST and Local Resources Fund

---

**RECOMMENDATION:**

Enter a contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of civil site development improvements (Phase 1) at 5459 East Main Street, which will be the site of future building improvements (Phase 2) for the Police Department Fleet Maintenance Building and storage facilities.

---

**SAMPLE MOTION:**

I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of the P.D. Fleet Maintenance Building “Site Work Design (Phase 1) project.

---

**COLLABORATING DEPARTMENT:**

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

**ATTACHMENTS**

- [Executive Summary - P.D. Fleet Maintenance Bldg.pdf](#)
- [Flowery Branch - PD Fleet Maint. Bldg \(Phase 1\) - Eng Agreement.pdf](#)
- [2025.02.07 - PD & Storage Bldg - Prelim Layout.pdf](#)

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

**SUBJECT:** Professional Engineering Services for P.D. Fleet Maintenance Building – Site Work Design (Phase 1)

**DATE:** February 20, 2025

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL- \$65,550.00**

**( X ) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**( ) STATUS REPORT**

**( ) OTHER**

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

---

**PURPOSE:** To contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of civil site development improvements (Phase 1) at 5459 East Main Street, which will be the site of future building improvements (Phase 2) for the Police Department Fleet Maintenance Building and storage facilities.

---

---

**HISTORY:** The City owns an existing parcel at 5459 East Main Street (at the end of Roberts Drive) where an existing water tank and ground storage tank are located. The City plans to develop a portion of this site as a “fleet maintenance shop” for the Police Department to work on/maintain vehicles in addition to a new storage facility. The City plans to phase the project in two stages: Phase 1) design and construction of civil site improvements, including grading, drainage, and utilities, and Phase 2) design and construction of the buildings themselves (architectural, structural, mechanical/electrical/plumbing, lighting, etc). The currently proposed contract would engage ESG Engineering for professional design services for Phase 1. Phase 2 design and construction work will occur at a later time via separate contracts.

---

---

**FACTS AND ISSUES:** ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

**Task #1 – Geotechnical Data Collection**

Soil borings will be performed to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site.

**Task #2– Engineering Design**

Engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage and utilities.

---

---

---

---

**Task #3 – Construction Administration**

Construction Administration services include preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete.

---

---

---

---

**OPTIONS:** 1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

**RECOMMENDED SAMPLE MOTION:** I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of the P.D. Fleet Maintenance Building – Site Work Design (Phase 1) project.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya D. Parrish

---

---

|                     |                                                              |
|---------------------|--------------------------------------------------------------|
| ENGINEER's ADDRESS: | 6400 Peake Road, Macon, GA 31210                             |
| PROJECT NO.:        | <i>Pending</i>                                               |
| PROJECT NAME:       | P.D. Fleet Maintenance Building – Site Work Design (Phase 1) |
| CLIENT:             | City of Flowery Branch                                       |
| CLIENT'S ADDRESS:   | 5410 Pine Street, Flowery Branch, GA 30542                   |

CLIENT requests and authorizes ESG Engineering, Inc (hereinafter “ESG Eng” or “ENGINEER”) to perform the following Services

### Scope of Services

ESG Engineering, Inc., is pleased to submit this Task Order Agreement for the “P.D. Fleet Maintenance Building – Site Work Design (Phase 1)” project and will perform, in conjunction with sub-consultants, the following Scope of Services:

#### Task #1 – Geotechnical Data Collection

This task will include the performance of soil borings to collect important subsurface data such as soil type/condition, bearing pressure, and suitability of soil for use as fill material on the project site. The boring report will also include a recommended building foundation section/thickness and recommended pavement section/thickness. This work will be performed by a third-party geotechnical materials/testing firm; invoices will be paid by ENGINEER and submitted to the City for reimbursement.

#### Task #2– Engineering Design

ENGINEER will provide professional design services for the construction of civil site work improvements (Phase 1) in preparation for a future building project on site (Phase 2). Phase 1 engineering services will include the design of grading, drainage, erosion control, utility, and site layout improvements that will be constructed separately from and prior to subsequent building work, which will be developed at a later date under a separate project and under separate design efforts. This task order does not include plans for buildings, architectural, structural, mechanical/electrical/plumbing, lighting, etc (Phase 2).

This task will include Engineering Plans, Technical Specifications, and Contract Documents for the design of the civil-related aspects of pad-grading the site and installing drainage, utilities, and erosion control measures. Also included In this task will be any standard permitting\* required for the project, bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

#### Task #3 – Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (US Army Corp, power company), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

[continued on next page]



## Compensation

The parties acknowledge and agree that the City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG Eng pursuant to the terms provided below and the terms and conditions of the Agreement.

*Approximate Estimate of Construction (Phase 1 – Site Work): \$650,000*

|                                                                    |                        |
|--------------------------------------------------------------------|------------------------|
| <b>Task 1 – Geotechnical Data Collection</b>                       | \$12,550.00 (Lump Sum) |
| <b>Task 2 – Survey, Design Engineering, and Bid Administration</b> | \$37,500.00 (Lump Sum) |
| <b>Task 3 – Construction Administration</b>                        | \$15,500.00 (Lump Sum) |

\*Fees that remain unused for one task may be allocated to fulfill another task, provided that the cumulative total of all fees remain within the pre-established total.

## Schedule

Work will begin when the signed Agreement is returned.

## Other Terms

Not Applicable

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

### CLIENT:

Signature \_\_\_\_\_  
Name (printed) Tonya Parrish  
Title City Manager  
Date 2/07/2025

### ESG Engineering, Inc:

Signature   
Name (printed) Arthur (Trey) Gavin  
Title SVP and GM  
Date 2/07/2025

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

### 4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health

or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

### 8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 9. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **10. Insurance**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

#### **11. Limitation of Liability**

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the lesser of \$100,000 or its fee, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

#### **12. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

#### **13. No Third-Party Beneficiaries**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this

Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

#### **14. Hazardous Materials**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **15. Utility Locations**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **16. Assignments**

Neither party shall have the power to or will assign any of the duties

or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

## **17. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

## **18. Force Majeure**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **19. Litigation Support**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **20. Operational Technology Systems**

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

## **21. Access to Facilities and Property**

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

## **22. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

## **23. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## **24. Controlling Law and Agreement**

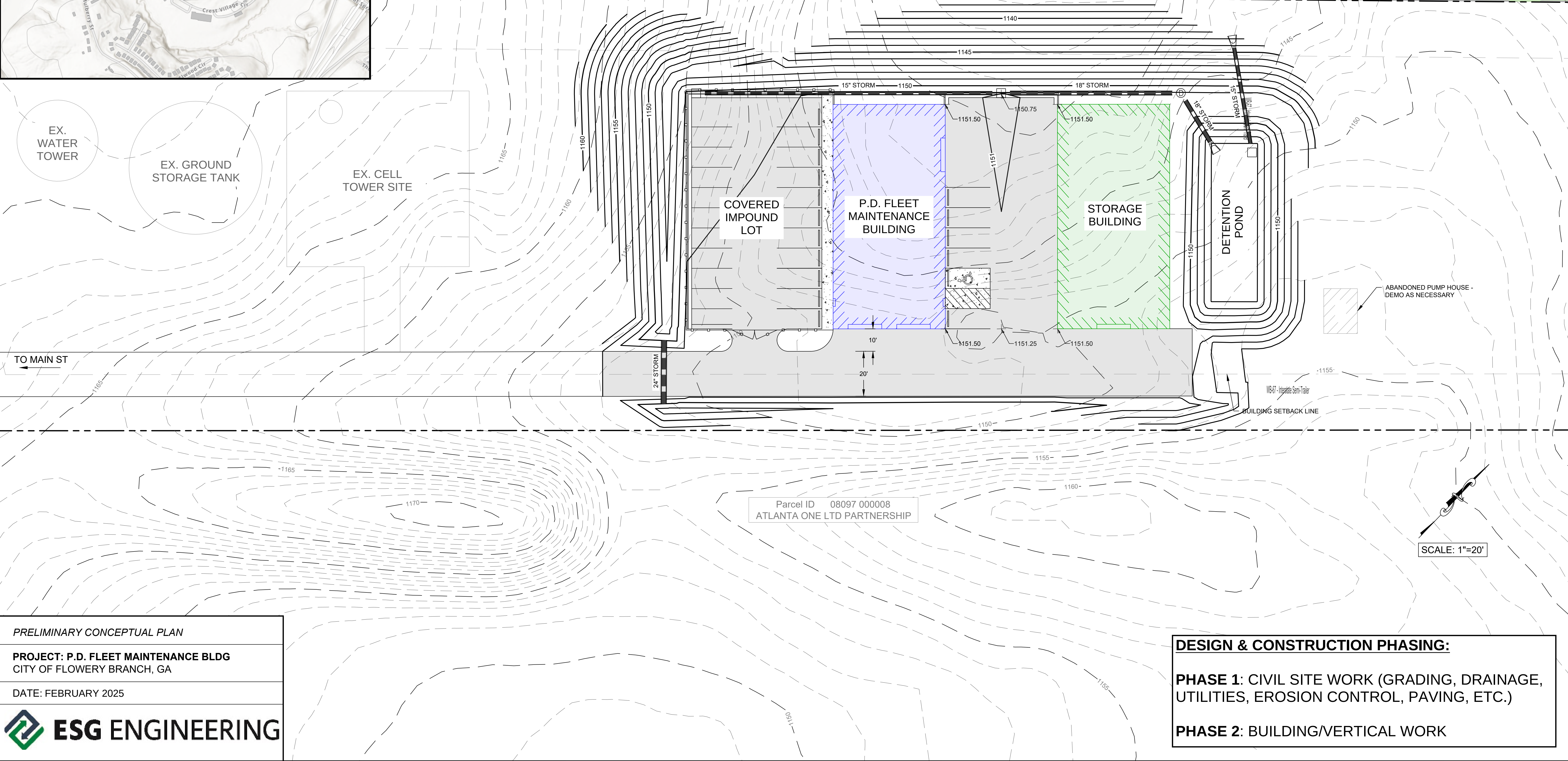
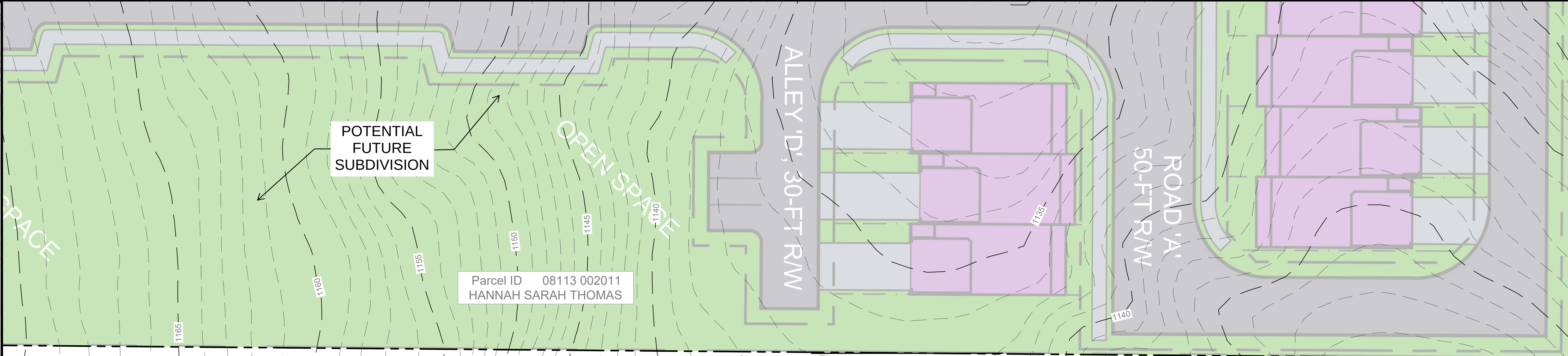
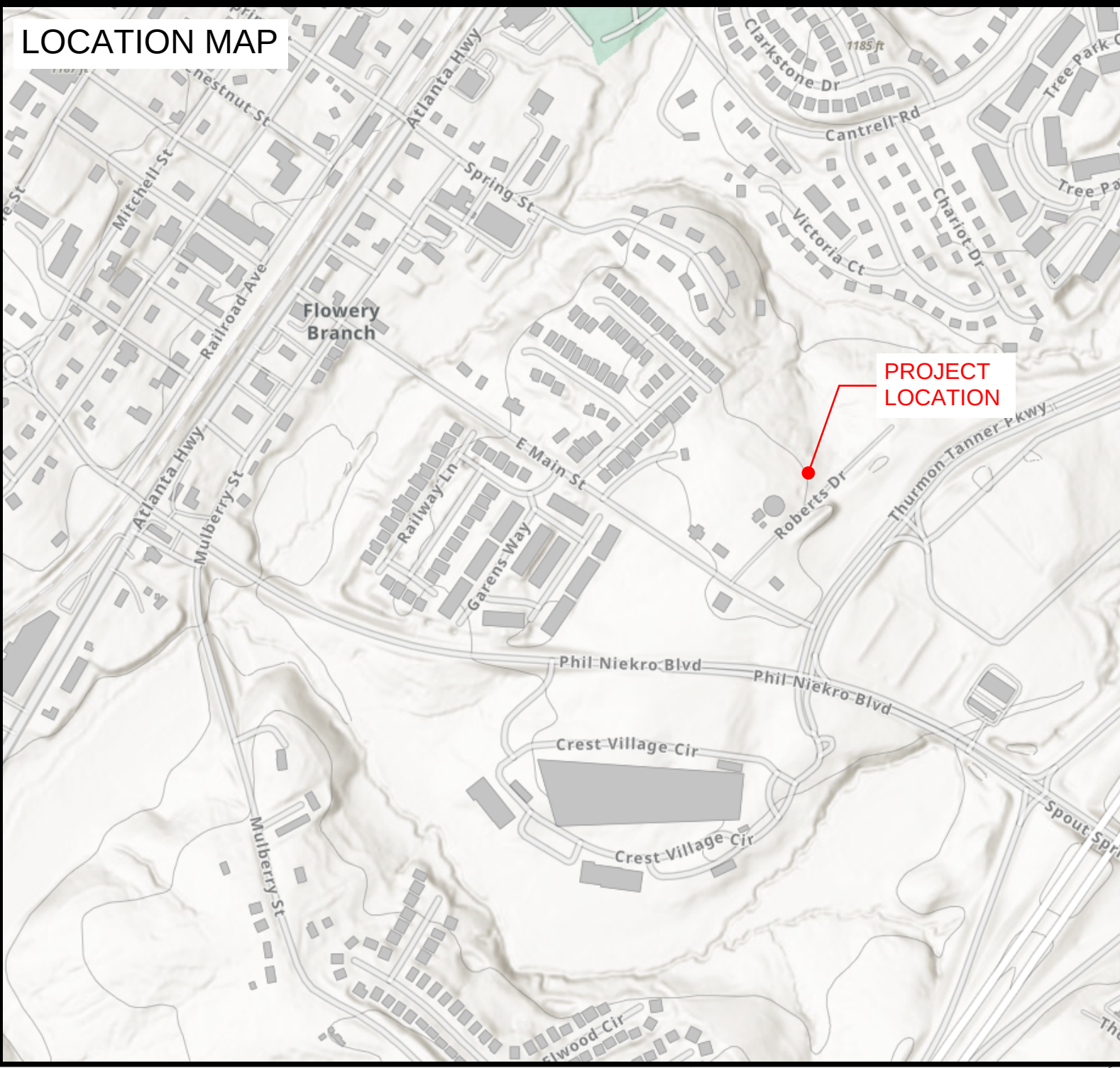
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

## **25. Execution**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.





PRELIMINARY CONCEPTUAL PLAN

**PROJECT: P.D. FLEET MAINTENANCE BLDG**  
CITY OF FLOWERY BRANCH, GA

DATE: FEBRUARY 2025

 **ESG ENGINEERING**

**DESIGN & CONSTRUCTION PHASING:**

**PHASE 1:** CIVIL SITE WORK (GRADING, DRAINAGE, UTILITIES, EROSION CONTROL, PAVING, ETC.)

**PHASE 2:** BUILDING/VERTICAL WORK





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Professional Engineering Services for Road Paving Improvements Project

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

The City has identified 1) roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage, and 2) roads in the downtown area in need of sidewalks and drainage improvements. The City will engage ESG Engineering to design and bid two separate construction projects: 1) a paving improvements project, and 2) a sidewalk/drainage improvements project. The engineer will also provide construction administration services during each project to ensure the work is constructed as specified.

---

---

#### FACTS AND ISSUES:

ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

Task #1 “Geotechnical Data Collection” Asphalt Cores

Asphalt core samples will be collected from the existing roads and will provide important surface and subsurface data.

Task #2 “Engineering Design for Paving Improvements

This task includes Engineering Plans, Technical Specifications, and Contract Documents as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

Task #3 “Engineering Design for Sidewalk/Drainage Improvements

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, and minor utility adjustments, as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

Task #4-5 “Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

---

---

#### OPTIONS:

1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

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

Yes

---

---



**AMOUNT AND SOURCE OF FUNDS:**

\$160,700 - SPLOST and Local Resources Fund

---

---

**RECOMMENDATION:**

Approve a contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**SAMPLE MOTION:**

I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Executive Summary - Eng Services for Paving Sidewalks NEW.pdf](#)
- [Flowery Branch - 2025 Road Paving & Sidewalks - Eng Agreement.pdf](#)
- [2025 Paving & Sidewalks - Location Map.pdf](#)

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

**SUBJECT:** Professional Engineering Services for Road Paving Improvements Project

**DATE:** February 20, 2025

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

**BUDGET INFORMATION:**

**ANNUAL-**  
**CAPITAL- \$160,700.00**

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

**PURPOSE:** To contract with ESG Engineering, Inc., for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**HISTORY:** The City has identified 1) roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage, and 2) roads in the downtown area in need of sidewalks and drainage improvements. The City will engage ESG Engineering to design and bid two separate construction projects: 1) a paving improvements project, and 2) a sidewalk/drainage improvements project. The engineer will also provide construction administration services during each project to ensure the work is constructed as specified.

---

---

**FACTS AND ISSUES:** ESG Engineering will perform engineering work through the tasks identified in the engineering services agreement/contract:

**Task #1 – Geotechnical Data Collection – Asphalt Cores**

Asphalt core samples will be collected from the existing roads and will provide important surface and subsurface data.

**Task #2– Engineering Design for Paving Improvements**

This task includes Engineering Plans, Technical Specifications, and Contract Documents as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

**Task #3– Engineering Design for Sidewalk/Drainage Improvements**

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, and minor utility adjustments, as well as bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

**Task #4-5 – Construction Administration**

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

---

---

---

**OPTIONS:** 1) Contract with ESG Engineering or 2) Do Not Contract with ESG Engineering

---

---

**RECOMMENDED SAMPLE MOTION:** I make a motion to contract with ESG Engineering for professional engineering services for the design and construction administration of a local roadway paving improvements construction project and a sidewalk/drainage improvements construction project.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya D. Parrish

---

---

|                     |                                                       |
|---------------------|-------------------------------------------------------|
| ENGINEER's ADDRESS: | 6400 Peake Road, Macon, GA 31210                      |
| PROJECT NO.:        | <i>Pending</i>                                        |
| PROJECT NAME:       | 2025 Road Paving, Sidewalk, and Drainage Improvements |
| CLIENT:             | City of Flowery Branch                                |
| CLIENT'S ADDRESS:   | 5410 Pine Street, Flowery Branch, GA 30542            |

CLIENT requests and authorizes ESG Engineering, Inc (hereinafter "ESG Eng" or "ENGINEER") to perform the following Services

### Scope of Services

ESG Engineering, Inc., is pleased to submit this Task Order Agreement for the 2025 Road Paving Improvements Project and will perform, in conjunction with sub-consultants, the following Scope of Services:

#### Task #1 – Geotechnical Data Collection – Asphalt Cores

This task will include the performance of asphalt core samples to collect important roadway surface and subsurface data such as type and thickness of pavement courses and base courses, as well as subgrade strength testing. This information will assist ENGINEER in specifying cost-effective resurfacing improvements and will help reduce uncertainty for the contractor in their preparation of bid pricing. This work will be performed by a third-party geotechnical materials/testing firm; invoices will be paid by ENGINEER and submitted to the City for reimbursement.

#### Task #2– Engineering Design for Paving Improvements

ENGINEER will provide professional design services for the resurfacing of existing roads, such as milling, overlay, and/or full-depth pavement improvements as determined on a site-specific/case-by-case basis. Design will also include ancillary work required for the project, including traffic control, leveling, striping, and adjusting existing valve boxes to final grade on the following roads:

Roads identified by the City for resurfacing (subject to change\*):

| Road              | Start             | End               | CL Length (ft) |
|-------------------|-------------------|-------------------|----------------|
| Radford Rd        | McEver Rd         | RR                | 795            |
|                   | Jim Crow Rd       | McEver Rd         | 1641           |
| Boston Trail Dr   | Lights Ferry Rd   | Valley Forge Dr   | 184            |
| Valley Forge Dr   | Cul-de-Sac        | Cul-de-Sac        | 2101           |
| Independence Dr   | Valley Forge Dr   | Cul-de-Sac        | 338            |
| Saratoga Dr       | Valley Forge Dr   | Cul-de-Sac        | 777            |
| Germantown Dr     | Saratoga Dr       | Kettle Creek Way  | 477            |
| Lights Ferry Rd   | City Limits       | Boston Trail      | 350            |
| Cantrell Rd       | Atlanta Hwy       | Cemetery Rd       | 539            |
| Holland Dam Rd    | Spout Springs Rd  | City Limits       | 729            |
| Hog Mountain Rd   | Spout Springs Rd  | City Limits       | 1151           |
| Weathervane Rd    | Regatta Way       | Cul-de-Sac        | 583            |
| Silverleaf Dr     | Regatta Way       | Cul-de-Sac        | 408            |
| Copper Kettle Way | Brass Lantern Dr  | Cul-de-Sac        | 820            |
| Brass Lantern Dr  | Copper Kettle Way | Copper Kettle Way | 1850           |

\*Minor changes in road selection included in this project scope; substantial changes/increases in scope resulting in increased design work will be performed at an hourly rate.

### Task #3– Engineering Design for Sidewalk/Drainage Improvements

ENGINEER will provide professional design services for sidewalk improvements, roadway resurfacing, storm drainage improvements, curb & gutter additions, site grading, utility adjustments, and minor site modifications on the following roads:

| Road             | Start          | End          | CL Length (ft) |
|------------------|----------------|--------------|----------------|
| West Chestnut St | Gainesville St | Mitchell St  | 400            |
| Martin St        | Mitchell St    | Railroad Ave | 530            |

This task will include Engineering Plans, Technical Specifications, and Contract Documents. Also included In this task will be any standard permitting\* required for the project, bid administration services during the publicly advertised bid period, and contract administration services following award of the project contract.

### Tasks #4 & #5 – Construction Administration

This task includes preconstruction meeting coordination and attendance, submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineers certification of work complete. These tasks will be performed individually for each project as part of facilitating and managing two separate contracts: one for the paving improvements project and one for the sidewalk improvements project.

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (US Army Corp, power company), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

## Compensation

The parties acknowledge and agree that the City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG Eng pursuant to the terms provided below and the terms and conditions of the Agreement.

Approximate Estimate of Work:

Paving Improvements: \$1,150,000

Sidewalk/Drainage Improvements \$750,000

Total Estimated Construction Cost: \$1,900,000

|                                                                                         |                        |
|-----------------------------------------------------------------------------------------|------------------------|
| <b>Task 1 – Geotechnical Data Collection – Asphalt Cores</b>                            | \$14,100.00 (Lump Sum) |
| <b>Task 2 – Paving – Survey, Design Engineering, and Bid Administration</b>             | \$60,400.00 (Lump Sum) |
| <b>Task 3 – Sidewalks/Drainage – Survey, Design Engineering, and Bid Administration</b> | \$42,000.00 (Lump Sum) |
| <b>Task 4 – Paving – Construction Administration</b>                                    | \$26,200.00 (Lump Sum) |
| <b>Task 5 – Sidewalks/Drainage – Construction Administration</b>                        | \$18,000.00 (Lump Sum) |

\*Fees that remain unused for one task may be allocated to fulfill another task, provided that the cumulative total of all fees remain within the pre-established total.

---

**Schedule**

Work will begin when the signed Agreement is returned.

---

**Other Terms**

Not Applicable

---

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**CLIENT:**

|                |                      |
|----------------|----------------------|
| Signature      | _____                |
| Name (printed) | <u>Tonya Parrish</u> |
| Title          | <u>City Manager</u>  |
| Date           | <u>2/07/2025</u>     |

**ESG Engineering, Inc:**

|                |                                                                                            |
|----------------|--------------------------------------------------------------------------------------------|
| Signature      | <u></u> |
| Name (printed) | <u>Arthur (Trey) Gavin</u>                                                                 |
| Title          | <u>SVP and GM</u>                                                                          |
| Date           | <u>2/07/2025</u>                                                                           |



## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

### 4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health

or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

### 8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 9. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **10. Insurance**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

#### **11. Limitation of Liability**

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the lesser of \$100,000 or its fee, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

#### **12. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

#### **13. No Third-Party Beneficiaries**

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this

Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

#### **14. Hazardous Materials**

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **15. Utility Locations**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **16. Assignments**

Neither party shall have the power to or will assign any of the duties

or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

## **17. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

## **18. Force Majeure**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **19. Litigation Support**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **20. Operational Technology Systems**

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

## **21. Access to Facilities and Property**

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

## **22. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

## **23. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## **24. Controlling Law and Agreement**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

## **25. Execution**

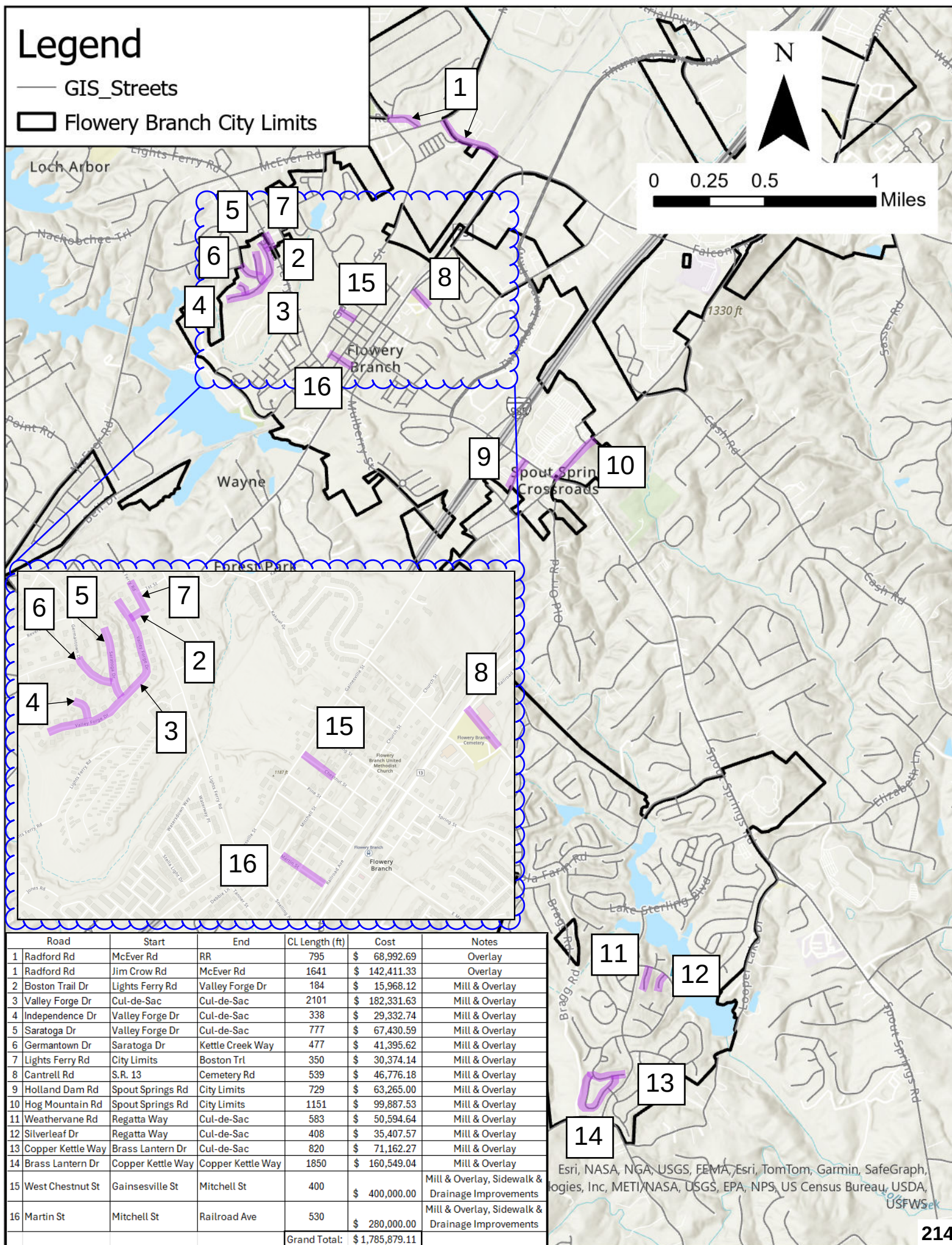
This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.



# Legend

— GIS\_Streets

□ Flowery Branch City Limits



|              | Road              | Start             | End               | CL Length (ft) | Cost            | Notes                                            |
|--------------|-------------------|-------------------|-------------------|----------------|-----------------|--------------------------------------------------|
| 1            | Radford Rd        | McEver Rd         | RR                | 795            | \$ 68,992.69    | Overlay                                          |
| 1            | Radford Rd        | Jim Crow Rd       | McEver Rd         | 1641           | \$ 142,411.33   | Overlay                                          |
| 2            | Boston Trail Dr   | Lights Ferry Rd   | Valley Forge Dr   | 184            | \$ 15,968.12    | Mill & Overlay                                   |
| 3            | Valley Forge Dr   | Cul-de-Sac        | Cul-de-Sac        | 2101           | \$ 182,331.63   | Mill & Overlay                                   |
| 4            | Independence Dr   | Valley Forge Dr   | Cul-de-Sac        | 338            | \$ 29,332.74    | Mill & Overlay                                   |
| 5            | Saratoga Dr       | Valley Forge Dr   | Cul-de-Sac        | 777            | \$ 67,430.59    | Mill & Overlay                                   |
| 6            | Germantown Dr     | Saratoga Dr       | Kettle Creek Way  | 477            | \$ 41,395.62    | Mill & Overlay                                   |
| 7            | Lights Ferry Rd   | City Limits       | Boston Trl        | 350            | \$ 30,374.14    | Mill & Overlay                                   |
| 8            | Cantrell Rd       | S.R. 13           | Cemetery Rd       | 539            | \$ 46,776.18    | Mill & Overlay                                   |
| 9            | Holland Dam Rd    | Spout Springs Rd  | City Limits       | 729            | \$ 63,265.00    | Mill & Overlay                                   |
| 10           | Hog Mountain Rd   | Spout Springs Rd  | City Limits       | 1151           | \$ 99,887.53    | Mill & Overlay                                   |
| 11           | Weatherwane Rd    | Regatta Way       | Cul-de-Sac        | 583            | \$ 50,594.64    | Mill & Overlay                                   |
| 12           | Silverleaf Dr     | Regatta Way       | Cul-de-Sac        | 408            | \$ 35,407.57    | Mill & Overlay                                   |
| 13           | Copper Kettle Way | Brass Lantern Dr  | Cul-de-Sac        | 820            | \$ 71,162.27    | Mill & Overlay                                   |
| 14           | Brass Lantern Dr  | Copper Kettle Way | Copper Kettle Way | 1850           | \$ 160,549.04   | Mill & Overlay                                   |
| 15           | West Chestnut St  | Gainesville St    | Mitchell St       | 400            | \$ 400,000.00   | Mill & Overlay, Sidewalk & Drainage Improvements |
| 16           | Martin St         | Mitchell St       | Railroad Ave      | 530            | \$ 280,000.00   | Mill & Overlay, Sidewalk & Drainage Improvements |
| Grand Total: |                   |                   |                   |                | \$ 1,785,879.11 |                                                  |

Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, Logies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider Resolution No. 25-001 Opting Out of House Bill 581

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

**HISTORY:** The Georgia Legislature approved HB 581 during the 2024 session. The legislation required a statewide referendum, which passed. The bill places caps (limits) on the assessed value of homesteaded properties. The bill enacts a statewide floating homestead exemption.

The language on the ballot was as follows:

Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?

The bill also had a provision for cities (and other agencies) to “opt out” of offering the exemption. There are specific requirements for any agency to opt out which include advertising, holding three public hearings, and filing with the Secretary of State’s Office by March 1, 2025.

---

---

#### FACTS AND ISSUES:

In complying with the requirements of the law, the City of Flowery has advertised three public hearings, and has held said public hearings on February 13th at 8:30am, February 18th at 6:00pm and February 20th at 6:00pm. After these public hearings council may consider opting out of House Bill (HB) 581.

This has no effect on the existing senior school tax exemption.

---

---

#### OPTIONS:

- 1) Approve HB 581 and opt out of HB 581.
- 2) Do not approve HB 581 which opts “in” HB 581.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

N/A

---

---

**RECOMMENDATION:**

Consider opting out of House Bill 581

---

---

**SAMPLE MOTION:**

No recommendation.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - Resolution No. 25-001 Opting Out of HB 581.pdf](#)
- [Resolution 25-001 OPTing Out of HB 581.pdf](#)





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

**SUBJECT:** Consider Resolution No. 25-001 Opting Out of House Bill 581

**DATE:** February 14, 2025

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

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

**COUNCIL ACTION REQUESTED ON:** February 20, 2025

---

**PURPOSE:** To consider opting out of House Bill 581.

---

**HISTORY:** The Georgia Legislature approved HB 581 during the 2024 session. The legislation required a statewide referendum, which passed. The bill places caps (limits) on the assessed value of homesteaded properties. The bill enacts a statewide floating homestead exemption.

The language on the ballot was as follows:

*Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?*

The bill also had a provision for cities (and other agencies) to “opt out” of offering the exemption. There are specific requirements for any agency to opt out which include advertising, holding three public hearings, and filing with the Secretary of State’s Office by March 1, 2025.

---

---

---

**FACTS AND ISSUES:** In complying with the requirements of the law, the City of Flowery has advertised three public hearings, and has held said public hearings on February 13<sup>th</sup> at 8:30am, February 18<sup>th</sup> at 6:00pm and February 20<sup>th</sup> at 6:00pm. After these public hearings council may consider opting out of House Bill (HB) 581.

This has no effect of the existing senior school tax exemption.

---

---

**OPTIONS:**

- 1) Approve HB 581 and opt out of HB 581.
  - 2) Do not approve HB 581 which opts “in” HB 581.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

No recommendation.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish

---

---

RESOLUTION BY THE CITY OF FLOWERY BRANCH TO OPT OUT OF THE HOMESTEAD  
EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2

WHEREAS, Georgia Code O.C.G.A. § 48-5-44.2, effective January 1, 2025, creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

WHEREAS, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

WHEREAS, the City of Flowery Branch desires to opt out of the homestead exemption otherwise granted; and

WHEREAS, City of Flowery Branch has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public meetings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on its website as required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Flowery Branch hereby opts out of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the City Council of the City of Flowery Branch.

BE IT FURTHER RESOLVED, that the City of Flowery Branch City Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Secretary of State no later than March 1, 2025.

PASSED AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FLOWERY BRANCH, GEORGIA

---

EDWARD R. ASBRIDGE, MAYOR

ATTEST:

---

SHELIA R. COOPER, CITY CLERK

APPROVED AS TO FORM:

---

TED C. BAGGETT, CITY ATTORNEY



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Consider a Real Estate Agreement with Lake Lanier Self Storage, LLC.

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### HISTORY:

The City of Flowerly Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout. Prior to this agreement, the city acquired the other three properties.

---

---

#### FACTS AND ISSUES:

The entire parcel consists of 6.48 acres. The temporary construction easement which will revert to the property owner after construction is 5,343 square feet (or 0.158 acres) with the permanent easement totaling 6,884 square feet or (0.123 acres).

The cost of the real property as described in the paragraph above is \$34,729.50. The funding for the roundabout project is SPLOST funding.

---

---

#### OPTIONS:

- 1) Authorize the Real Estate Agreement and purchase the property for \$34,729.50.
- 2) Do not authorize the Real Estate Agreement or purchase the property.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

\$34,729.50 SPLOST FUND

---

---

#### RECOMMENDATION:

Approve a Real Estate Agreement with Lake Lanier Storage, LLC. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

---

---

#### SAMPLE MOTION:

I move to authorize the agreement with Lake Lanier Storage, LLC, and the purchase of real property for \$34,729.50.

---

---

#### COLLABORATING DEPARTMENT:

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

## **ATTACHMENTS**

- [ES - Property Purchase Lake Lanier Storage, LLC roundabout.pdf](#)
- [Purchase and Sale LLStorage FB 2 10 25.pdf](#)





## FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

**SUBJECT:** Consideration of Real Estate Agreement with Lake Lanier Self Storage, LLC.

**DATE:** February 14, 2025

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL- \$34,729.50

**COUNCIL ACTION REQUESTED ON:** June 20, 2024

---

---

**PURPOSE:** The purpose of this item is to request council approval of a Real Estate Agreement with Lake Lanier Storage, LLC. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

---

---

**HISTORY:** The City of Flowery Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout. Prior to this agreement, the city acquired the other three properties.

---

---

**FACTS AND ISSUES:** The entire parcel consists of 6.48 acres. The temporary construction easement which will revert to the property owner after construction is 5,343 square feet (or 0.158 acres) with the permanent easement totaling 6,884 square feet or (0.123 acres).

The cost of the real property as described in the paragraph above is \$34,729.50. The funding for the roundabout project is SPLOST funding.

---

---

**OPTIONS:** 1) Authorize the Real Estate Agreement and purchase the property for \$34,729.50.  
2) Do not authorize the Real Estate Agreement or purchase the property.

---

---

---

---

**RECOMMENDED SAMPLE MOTION:** I move to authorize the agreement with Lake Lanier Storage, LLC, and the purchase of real property for \$34,729.50.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish

---

---

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among, LAKE LANIER STORAGE, LLC, a Georgia limited liability company (herein referred to as the “Owner”), the CITY OF FLOWERY BRANCH, GEORGIA, a Georgia municipal corporation (herein referred to as the “City”).

### RECITALS

WHEREAS, Owner is the owner of that certain tract of real property commonly known as Hall County Tax Parcel No. 08140 000092 that sits adjacent to the eastern corner of the intersection of Gaines Ferry Road and McEver Road and is commonly referred to as 6401 McEver Road, Flowery Branch, Georgia 30542 (the “Property”), and all improvements located thereon and all easements and appurtenances thereunto belonging, including any right, title and interest of the Owner in and to adjacent streets, alleys or rights-of-way; and

WHEREAS, City is constructing its McEver Road & Gaines Ferry Road Round-A-Bout Project (the “Project”) and requires certain property and property interests on the Property in order to construct the Project; and

WHEREAS, Owner has agreed to convey the required property and property interests on the Property to City, by negotiated closing under threat and in lieu of condemnation, in exchange for the total compensation described herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. ACQUISITION AREAS. Owner will convey to the City the following required property and property rights for the Project in exchange for the total compensation as described below:

(i) via Right of Way Deed a total of 0.123 acres (5,343 square feet), more or less, in fee simple right of way, as more fully shown by metes and bounds description in the Legal Descriptions attached hereto as Exhibit “A” and shown with cross-hatching on the Right of Way and Easement Plat dated December 7, 2023, last revised August 22, 2024, attached hereto as Exhibit “B” (as shown and described, the “Right of Way”); plus

(ii) via Temporary Construction Easement a total 0.158 acres (6,884 square feet), more or less, of temporary construction easement, as more fully shown by metes and bounds description in the Legal Descriptions attached hereto as Exhibit “A” and shown with diagonal lines leaning left in the Right of Way and Easement Plat dated December 7, 2023, last revised August 22, 2024, attached hereto as Exhibit “B” (as shown and described, the “Temporary Construction Easement”).

Hereinafter the Right of Way and the Temporary Construction Easement collectively shall be referred to as the “Acquisition Areas.”

2. TOTAL COMPENSATION. City shall pay compensation to Owner in the amount of THIRTY FOUR THOUSAND SEVEN HUNDRED TWENTY NINE AND 50/100THS DOLLARS (\$34,729.50) (the “Compensation Amount”), to acquire the Acquisition Areas along with the terms and provisions below:

A. Bell Drive Driveway Work. As shown on the “Secondary Driveway Access - Stage 4” plat at Exhibit “D” attached hereto, in connection with the relocation of Bell Drive as part of the Project, City shall, at its sole cost and expense, construct the driveway from relocated Bell Drive to the Property and conduct all work necessary to tie-in such driveway to new pavement of the relocated Bell Drive, including the associated curb and gutter and driveway apron work (collectively, the “Driveway Work”). In completing the Driveway Work, City shall demolish the existing driveway to the Property, along with the associated curb and gutter structures within the right-of-way of Bell Drive, and shall be solely responsible for all final striping and curb and gutter work within the Bell Drive right-of-way. City and its Project contractor acknowledge that time is of the essence with respect to the Driveway Work, and City agrees to undertake best efforts to ensure that the Driveway Work will be completed concurrently with the relocation of Bell Drive as part of the Project, or as soon as reasonably practicable thereafter. The provisions of this Paragraph 2.A shall survive the Closing or any earlier termination of this Agreement.

B. Removal of Inconsistent Note on Approved Site Plan. Before the Closing Date, City shall ensure the prompt removal of the following note from the final approved version of the site plan titled “Overall Site Plan McEver Self Storage” submitted by Coro Realty, originally dated 5/8/2023, revised 11/14/2023—the note’s language is as follows: “APPROVAL OF THESE PLANS WILL NOT OBLIGATE THE CITY TO PAY FOR MODIFICATIONS TO THE PRIVATE PARKING LOT DUE TO FUTURE RECONFIGURATION OF BELL DRIVE. MODIFICATIONS TO THE WESTERN ENTRANCE TO THE STORAGE FACILITY DUE TO RECONFIGURATION OF BELL DRIVE WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.” By execution of this Agreement, the parties acknowledge that such note is null and void. The provisions of this Paragraph 2.B shall survive the Closing or any earlier termination of this Agreement.

C. Fire Marshal Cooperation and Coordination. If the Hall County Fire Marshal shuts down or threatens to shut down operations on the Property due to any street, driveway or access closures resulting from or during the Project construction, City agrees to cooperate and coordinate with Owner and the Hall County Fire Marshal, to the greatest extent reasonably practicable, to resolve any such shutdown or threatened shutdown. The provisions of this Paragraph 2.C shall survive the Closing or any earlier termination of this Agreement.

The Compensation Amount and these terms shall comprise and be hereinafter defined as “The Total Compensation.” At the closing of the transaction contemplated by this Agreement (the “Closing”), the City shall pay to the Owner the Compensation Amount by wire transfer to an account or accounts designated by Owner or by other payment medium providing for immediately collectable funds designated by Owner.

3. CONVEYANCE OF TITLE. The Owner shall convey good and marketable title to the Right of Way via Right of Way Deed to the City, and shall convey the Temporary Construction Easement via a separate temporary easement. The Acquisition Areas shall be conveyed free and

clear of all liens, encumbrances and other exceptions to title, except for: (i) those existing title matters shown on Exhibit "C" attached hereto and incorporated herein by this reference ("Existing Title Exceptions"); (ii) taxes and assessments of record which may now or hereafter be assessed against the Acquisition Areas; (iii) and (iv) any other matters of record ((i) through (iv) hereinafter referred to as the "Permitted Title Exceptions").

4. CLOSING.

A. General. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") shall be on or before May 1, 2025 (hereinafter referred to as the "Closing Date"). At the election of either party, such party's portion of the Closing may be conducted by delivery of such party's closing documents to the closing attorney, on the Closing Date, by a courier or overnight delivery service. At the Closing, the Owner shall execute and deliver to the City a right of way deed conveying good and marketable fee simple title to the Right of Way free and clear of all liens and encumbrances except the Permitted Title Exceptions.

B. Taxes. Real property ad valorem taxes assessed against the Acquisition Areas for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Owner and City by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Acquisition Areas are included within a larger parcel for taxing purposes, Owner agrees to cause the taxes to be paid on the real property of which the Acquisition Areas form a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the City and the Owner shall make any adjustments made necessary by reason thereof.

C. Documents. The Owner and the City agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Owner that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Owner, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Owner (including, but not limited to, real estate brokerage services incurred by Owner), labor or material furnished at the request of Owner and not shown by the public records, (iv) the Owner is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Owner is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Owner is a "non-resident" within the meaning of such code section, that Owner will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Owner at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or in the deed conveying the Right of Way from Owner to City. Upon receipt by the closing attorney of the executed right of way deed and the temporary easement described herein, along with executed versions of any documents legally necessary or appropriate under this Paragraph 4.C, the closing attorney shall immediately disburse the

Compensation Amount to Owner by wire transfer to an account or accounts designated by Owner by other payment medium providing for immediately collectable funds designated by Owner, or by other reasonable payment medium as specified by Owner.

E. Expenses of Closing. The City shall pay the expenses of Closing, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the City. Each party shall bear the expense of its own legal counsel.

5. OWNER'S REPRESENTATIONS.

A. The Owner makes the following representations, to the actual knowledge of the person signing this Agreement on behalf of Owner:

(i) Owner owns fee simple title to the Property, subject to those title exceptions identified in Exhibit "C";

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Owner of any other agreement to which Owner is a party;

(iii) Owner has not received any written notice from any governmental authority, other than City, of any taking of the Property or any portion thereof by eminent domain and, to its knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority other than City; and

(iv) There are no pending or threatened actions, suits, proceedings or bankruptcies against Owner of the Property which might affect the Property, Owner's title thereto, or the ability of Owner to perform its obligations hereunder.

B. Owner will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

6. CITY'S REPRESENTATIONS.

A. City represents to Owner as follows:

(i) this Agreement has been properly executed on behalf of City by its duly authorized officer and any and all actions which are or may be necessary to fully authorize or approve City to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by City of any other agreement to which City is a party; and

(iii) City has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.



B. City will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue; and City shall affirmatively comply with Paragraph 6(A)(iii) above.

7. NO BROKERS. Neither Owner nor City has contracted for the payment of any real estate commission, brokerage, finders or other fees with respect to the transaction contemplated hereby.

8. NOTICES.

Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice shall be given or served by delivery by overnight courier such as Federal Express, or by delivery by email transmission. Each Notice shall be effective upon being so delivered in the case of hand delivery, upon being so deposited or upon transmission if sent by email, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof which, in the case of delivery by mail, shall be as evidenced by the return receipt, in the case of delivery by a nationally recognized overnight courier service, shall be evidenced by confirmation of delivery from the overnight courier service, and in the case of delivery by email, on the date the Notice was confirmed sent by the sending apparatus. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail or overnight courier service, failure by any party to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

OWNER:

Coro Realty Advisors, LLC  
Attn: Adam Holland  
3715 Northside Parkway, Bldg 400-100  
Atlanta, GA, 30327, USA  
404-846-4019  
[aholland@cororealty.com](mailto:aholland@cororealty.com)

Copy to:

Parker Poe Adams & Bernstein LLP  
Attn: Eli W. Awbrey  
1075 Peachtree Street NE, Suite 1500  
Atlanta, GA 30309  
678-690-5712  
[eliawbrey@parkerpoe.com](mailto:eliawbrey@parkerpoe.com)

CITY:

City of Flowery Branch  
5410 Pine Street

Flowery Branch, Georgia 30542  
City Manager Tonya Parrish  
770-967-6371  
[tonya@flowerybranchga.org](mailto:tonya@flowerybranchga.org)

Copy to:

Pereira, Kirby, Kinsinger & Nguyen, LLP  
Attn: Ted Baggett  
690 Longleaf Drive  
Lawrenceville, GA 30046  
770-963-1997  
[tcb@pkknlaw.com](mailto:tcb@pkknlaw.com)

Any party may by notice to the other in the manner provided above, designate a different address for receiving Notice under this Agreement. Notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

9. PROPERTY SOLD “AS IS/WHERE IS”.

**EXCEPT FOR OWNER’S REPRESENTATIONS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT, THE ACQUISITION AREAS ARE BEING SOLD AND CONVEYED TO CITY “AS IS/WHERE IS” AND “WITH ALL FAULTS”. EXCEPT FOR OWNER’S REPRESENTATIONS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT, OWNER HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OR RELATING TO: THE CONDITION OF THE ACQUISITION AREAS; THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE; THE SUSCEPTIBILITY TO FLOODING OF THE ACQUISITION AREAS; THE VALUE OR MARKETABILITY OF THE ACQUISITION AREAS; THE CURRENT MANNER OF OPERATION OF THE ACQUISITION AREAS; THE COMPLIANCE OF THE ACQUISITION AREAS WITH ENVIRONMENTAL LAWS, AND LAWS AND REGULATIONS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS; AND ALL MATTERS AFFECTING OR RELATING TO THE ACQUISITION AREAS. CITY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY OWNER, OR BY ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT OWNER.**

**BY PROCEEDING WITH THE ACQUISITION OF THE ACQUISITION AREAS FOLLOWING THE INSPECTION PERIOD, CITY AGREES THAT IT WILL BE CONFIRMING THAT IT HAS INVESTIGATED TO ITS SATISFACTION ALL**

**MATTERS CONCERNING THE PROPERTY THAT ARE RELEVANT TO CITY AND THAT CITY IS ACQUIRING THE ACQUISITION AREAS IN AN “AS IS/WHERE IS” AND “WITH ALL FAULTS” CONDITION. IN AGREEING TO PURCHASE THE ACQUISITION AREAS “AS IS/WHERE IS” AND “WITH ALL FAULTS” AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CITY ACKNOWLEDGES AND REPRESENTS THAT IT HAS FACTORED THE “AS IS/WHERE IS” AND “WITH ALL FAULTS” CONDITION OF THE ACQUISITION AREAS INTO THE COMPENSATION AMOUNT CITY HAS HEREBY AGREED TO PAY FOR THE ACQUISITION AREAS. FROM AND AFTER THE CLOSING, CITY AGREES TO WAIVE, AND DOES HEREBY WAIVE, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND OTHER LIABILITIES OF OR AGAINST OWNER WITH RESPECT TO THE CONDITION OF THE ACQUISITION AREAS. THE TERMS AND COVENANTS OF THIS PARAGRAPH 9 SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED INTO THE INSTRUMENTS CONVEYING THE ACQUISITION AREAS TO CITY.**

10. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement. A termination of this Agreement shall not prevent Owner from obtaining just and adequate compensation for any City acquisition of the Acquisition Areas or any rights and interests from the Property for the Project via formal condemnation proceedings.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party’s right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Owner and the City with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the City and the Owner and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the City and the Owner.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns, provided, however, that City shall not be entitled to assign its rights hereunder without the express written consent of Owner. Owner shall be entitled to assign its rights hereunder, in whole or in part, to an entity or entities that control, are controlled by, or are under the same control as Owner, without City’s prior written consent; “Control”, as used in this Paragraph 10(D) shall mean beneficial ownership equal to or greater than 50% of the entity.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. Except as expressly provided herein, the terms, conditions, obligations, provisions of this Agreement shall merge into the documentation from this transaction and shall not survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of “final execution” and the “Effective Date” of this Agreement shall be the date of the last signature of City and Owner to this Agreement.

J. Counterparts and Execution and Delivery by Electronic Transmission. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf. format) signatures constitute originals signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon that party.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

OWNER:

LAKE LANIER STORAGE, LLC.

\_\_\_\_\_  
Date

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF FLOWERY BRANCH, GEORGIA

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS FOR RIGHT-OF-WAY  
AND TEMPORARY CONSTRUCTION EASEMENTS**

**RIGHT-OF-WAY ACQUISITION 1 – 2,488 SQUARE FEET (0.057 AC)**

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 2,488 square feet (0.057 acre) and being the property to be part of the RIGHT-OF-WAY ACQUISITION for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a rebar property marker having Georgia State Plane, West Zone, NAD83 coordinates North 1516997.16' and East 2361183.20', and being located along the shared property line for the parcel shown on Deed Book 9252, Page 724 and the Bell Drive right-of-way, travel S60°24'38"W a distance of 63.87' to a point, thence S73°00'32"W a distance of 70.55' to a point, thence S59°05'17"W a distance of 42.14' to a point, said point being the POINT OF BEGINNING of the parcel described herein, thence N28°17'53"W a distance of 28.84' to a point, thence N15°07'03"E a distance of 55.02' to a point lying on a non-tangent curve to the left, having a radius of 1491.70', a chord bearing of S41°49'31"W and a chord length of 95.33', run along the arc of said curve a distance of 95.34' to a point, thence S56°33'08"E a distance of 42.94' to a point, thence N59°05'17"E a distance of 31.54' to the POINT OF BEGINNING.

**RIGHT-OF-WAY ACQUISITION 2 – 2,855 SQUARE FEET (0.066 AC)**

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 2,855 square feet (0.066 acre) and being the property to be part of the RIGHT-OF-WAY ACQUISITION for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a rebar property marker having Georgia State Plane, West Zone, NAD83 coordinates North 1516997.16' and East 2361183.20', and being located along the shared property line of the parcel shown on Deed Book 9252, Page 724 and the Bell Drive right-of-way, travel S04°20'13"E a distance of 81.12' to a point, said point being the POINT OF BEGINNING of the parcel described herein and lying on a tangent curve to the left, having a radius of 150.00', a chord bearing of S66°47'26"W and a chord length of 57.83', run along the arc of said curve a distance of 58.20' to a point, thence S55°40'33"W a distance of 48.91' to a point, thence S42°34'58"E a distance of 83.01' to a point, thence N56°33'08"W a distance of 119.18' to a point, thence N59°05'17"E a distance of 37.56' to a point, thence N73°00'32"E a distance of 59.96' to a point, thence N79°14'13"E a distance of 48.11' to the POINT OF BEGINNING.



ALSO, granted are two temporary construction easements. Said easements are more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT 1 – 3,280 SQUARE FEET (0.075 AC)**

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 3,280 square feet (0.075 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-about, being on the Northeast side of Gaines Ferry Road, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a rebar property marker having Georgia State Plane, West Zone, NAD83 coordinates North 1516997.16' and East 2361183.20', and being located along the shared property line of the parcel shown on Deed Book 9252, Page 724 and the Bell Drive right-of-way, travel S04°20'13"E a distance of 81.12' to a point lying on a tangent curve to the left, having a radius of 150.00', a chord bearing of S66°47'26"W and a chord length of 57.83', run along the arc of said curve a distance of 58.20' to a point, thence S55°40'33"W a distance of 48.91' to a point, said point being the POINT OF BEGINNING of the parcel described herein, thence S56°48'54"E a distance of 202.10' to a point, thence S33°11'06"W a distance of 20.09' to a point, thence N57°07'53"W a distance of 106.98' to a point, thence N42°34'58"W a distance of 83.01' to the POINT OF BEGINNING.

**TEMPORARY CONSTRUCTION EASEMENT 2 – 3,604 SQUARE FEET (0.083 AC)**

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 3,604 square feet (0.083 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-about, being on the Southeast side of McEver Road, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a rebar property marker having Georgia State Plane, West Zone, NAD83 coordinates North 1516997.16' and East 2361183.20', and being located along the shared property line for the parcel shown on Deed Book 9252, Page 724 and the Bell Drive right-of-way, travel S60°24'38"W a distance of 63.87' to a point, thence S73°00'32"W a distance of 70.55' to a point, thence S59°05'17"W a distance of 42.14' to a point, thence N28°17'53"W a distance of 28.84' to a point, thence N15°07'03"E a distance of 30.20' to a point, said point being the POINT OF BEGINNING, thence N15°07'03"E a distance of 24.82' to a point lying on a non-tangent curve to the right, having a radius of 1,526.65', a chord bearing of N37°00'50"E and a chord length of 158.68', run along the arc of said curve a distance of 158.75' to a point, thence N32°31'32"E a distance of 11.72' to a point, thence N34°31'31"E a distance of 106.34' to a point, thence S55°26'24"E a distance of 13.11' to a point, thence S34°09'08"W a distance of 159.97' to a point, thence S39°38'58"W a distance of 81.08' to a point, thence S39°29'21"W a distance of 59.49' to the POINT OF BEGINNING.

\\EMC-FS1\63-ODRIVE\2023\23-6378 ESG - FLOWERY BRANCH EASEMENT EXHIBITS\DWG\23-6378V\_E01\_EDITED.DWG 8/27/2024 10:26 AM

GRID NORTH  
GA SPC WEST ZONE NAD 83

PARCEL ID: 08140 053  
FOUR SEASONS ON LANIER  
HOMEOWNERS ASSOC  
DEED BOOK 5808, PAGE 398

ROW TO BE ACQUIRED 6

| LINE TABLE  |               |        |        |       |
|-------------|---------------|--------|--------|-------|
| LINE#       | DIRECTION     | LENGTH |        |       |
| L119        | S42° 34' 58"E | 83.01  |        |       |
| L120        | N56° 33' 08"W | 119.18 |        |       |
| L121        | N59° 05' 17"E | 37.56  |        |       |
| L122        | N73° 00' 32"E | 59.96  |        |       |
| L123        | N79° 14' 13"E | 48.11  |        |       |
| L124        | S55° 40' 33"W | 48.91  |        |       |
| CURVE TABLE |               |        |        |       |
| CURVE #     | BEARING       | CHORD  | RADIUS | ARC   |
| C27         | S66° 47' 26"W | 57.83  | 150.00 | 58.20 |

PARCEL ID: 08140 000215  
KELLY FAMILY INVESTMENTS, LLC  
DEED BOOK 6411, PAGE 145

Exhibit "B"

TEMPORARY CONSTRUCTION  
EASEMENT 5

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | DIRECTION     | LENGTH |
| L114       | S32° 52' 12"W | 19.88  |
| L115       | N57° 07' 53"W | 106.98 |
| L116       | N56° 33' 08"W | 14.78  |
| L117       | N42° 34' 58"W | 83.01  |
| L118       | S56° 48' 54"E | 202.10 |

0.083 AC.  
3,604 SQ FT  
TEMPORARY CONSTRUCTION  
EASEMENT 6

PARCEL ID: 08140 000092  
LAKE LANIER STORAGE, LLC  
DEED BOOK 9252, PAGE 724

ROW TO BE ACQUIRED 5  
0.057 AC.  
2,488 SQ FT

PARCEL ID: 08140 000092  
LAKE LANIER STORAGE, LLC  
DEED BOOK 9252, PAGE 724  
ROW TO BE ACQUIRED 6  
0.066 AC.  
2,855 SQ FT

TEMPORARY CONSTRUCTION  
EASEMENT 5  
0.075 AC.  
3,280 SQ FT

PARCEL ID: 08140 000218  
SARKAR DEVELOPMENT GROUP  
DEED BOOK 8293, PAGE 128

TEMPORARY CONSTRUCTION  
EASEMENT 6

| LINE TABLE |               |        | CURVE TABLE |               |        |         |        |
|------------|---------------|--------|-------------|---------------|--------|---------|--------|
| LINE#      | DIRECTION     | LENGTH | CURVE #     | BEARING       | CHORD  | RADIUS  | ARC    |
| L107       | N32° 31' 32"E | 11.72  | C26         | N37° 00' 50"E | 158.68 | 1526.65 | 158.75 |
| L108       | N34° 31' 31"E | 106.34 |             |               |        |         |        |
| L109       | S55° 26' 24"E | 13.11  |             |               |        |         |        |
| L110       | S34° 09' 08"W | 159.97 |             |               |        |         |        |
| L111       | S39° 38' 58"W | 81.08  |             |               |        |         |        |
| L112       | S39° 29' 21"W | 59.49  |             |               |        |         |        |

ROW TO BE ACQUIRED 5

| LINE TABLE  |               |        |         |       |
|-------------|---------------|--------|---------|-------|
| LINE#       | DIRECTION     | LENGTH |         |       |
| L103        | S56° 33' 08"E | 42.94  |         |       |
| L104        | N15° 07' 03"E | 55.02  |         |       |
| L105        | N28° 17' 53"W | 28.84  |         |       |
| L106        | N59° 05' 17"E | 31.54  |         |       |
| CURVE TABLE |               |        |         |       |
| CURVE #     | BEARING       | CHORD  | RADIUS  | ARC   |
| C23         | S41° 49' 31"W | 95.33  | 1491.70 | 95.34 |

20' SANITARY SEWER EASEMENT  
PARCEL ID: 08150 002001  
BLESSING TRADERS INC  
DEED BOOK 7572, PAGE 534

NO.

BY

DATE

1

JSM

07/08/2024

2

JSM

08/22/2024

-

-

-

REGISTERED  
NO. 3398  
PROFESSIONAL  
AND SURVEYOR  
MATTHEW N. AUSTIN

40' 20' 0' 40'  
GRAPHIC SCALE: 1" = 40'

EMC ENGINEERING  
SERVICES, INC.

115 East Main Street, Suite 200  
Thomaston, GA 30286  
Ph: (706) 938-3204  
Fax: (706) 938-0440  
thomaston@emc-eng.com  
www.emc-eng.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK  
COLUMBUS • GREENVILLE • SAVANNAH  
STATESBORO • THOMASTON • VALDOSTA

EASEMENT EXHIBIT

CITY OF FLOWERY BRANCH  
LYING IN LAND LOT 139, 8TH LAND DISTRICT  
HALL COUNTY, FLOWERY BRANCH, GEORGIA  
Prepared for:  
CITY OF FLOWERY BRANCH

PROJECT NO.: 23-6378  
DRAWN BY: JSM  
DESIGNED BY: -  
SURVEYED BY: 03/06/2023  
SURVEY DATE: CJM  
CHECKED BY: MNA  
SCALE: 1" = 40'  
DATE: 12/07/2023

SHEET  
1  
OF 1

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT DRAINAGE AND UTILITY EASEMENT

PROPOSED R/W TO BE ACQUIRED

**EXHIBIT "C"**  
**EXISTING TITLE EXCEPTIONS**

- a. All taxes and special assessments, including water, sanitary and other utility bill, for the year 2025 and subsequent years, which are not yet due and payable, together with any and all taxes and special assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, re-billings, or errors by tax officials or their agents.
- b. Right of Way Easement from Stonebridge, LLC., to Sawnee Electric Membership Corporation, dated July 15, 2015, filed August 21, 2015, and recorded in Deed Book 7572, Page 589, Hall County, Georgia Records.
- c. Right of Way Easement from Stonebridge Development Corporation to Sawnee Electric Membership Corporation, dated May 20, 1985, filed May 20, 1985, and recorded in Deed Book 885, Page 5, Hall County, Georgia Records.
- d. Right of Way Deed from Stonebridge Development Corporation to Hall County, dated May 25, 1987, filed June 4, 1987, and recorded in Deed Book 1114, Page 246, Hall County, Georgia Records.
- e. Right of Way Deed from Stonebridge, LLC., to Hall County, dated May 22, 2001, filed June 5, 2001, and recorded in Deed Book 3903, Page 502, Hall County, Georgia Records.
- f. Easement from Stonebridge, LLC., to Georgia Power Company, dated January 19, 2004, filed February 11, 2004, and recorded in Deed Book 4876, Page 361, Hall County, Georgia Records.
- g. Order and Judgment Affecting Interest in Real Estate recorded in Deed Book 5306, Page 1, dated September 5, 2001, and filed May 9, 2005, Hall County, Georgia Records.



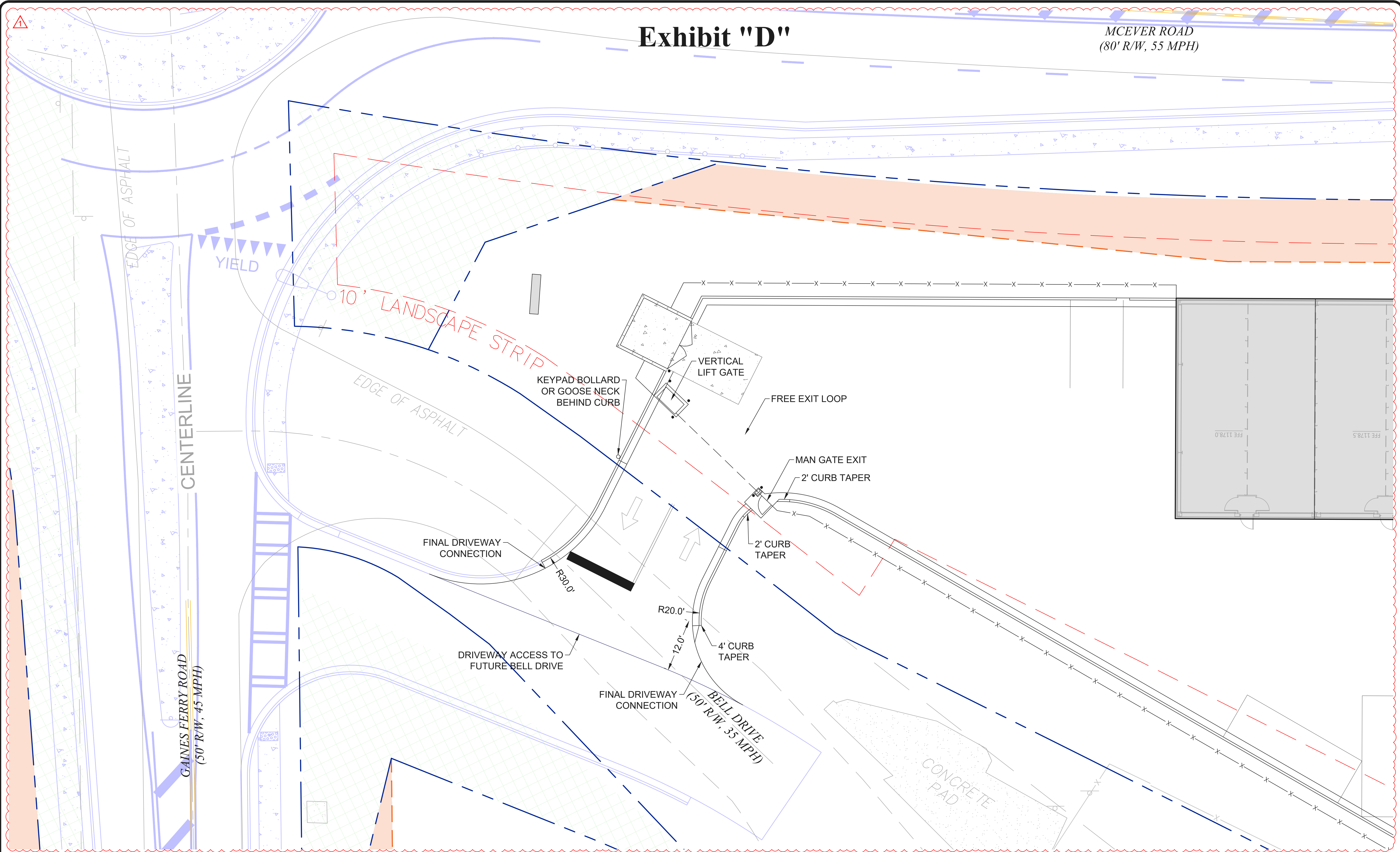


Exhibit "D"

MCEVER ROAD  
(80' R/W, 55 MPH)

EDGE OF ASPHALT

CENTERLINE

GAINES FERRY ROAD  
(50' R/W, 45 MPH)

YIELD

10' LANDSCAPE STRIP

EDGE OF ASPHALT

KEYPAD BOLLARD  
OR GOOSE NECK  
BEHIND CURB

VERTICAL  
LIFT GATE

FREE EXIT LOOP

MAN GATE EXIT  
2' CURB TAPER

2' CURB  
TAPER

R20.0'

12.0'

4' CURB  
TAPER

DRIVEWAY ACCESS TO  
FUTURE BELL DRIVE

FINAL DRIVEWAY  
CONNECTION

BELL DRIVE  
(50' R/W, 35 MPH)

CONCRETE  
PAD

LEGEND

- PROPOSED RIGHT-OF-WAY TO BE ACQUIRED
- TEMPORARY CONSTRUCTION EASEMENT

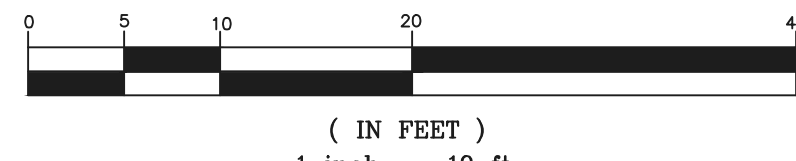
\*\*\*CAUTION\*\*\*  
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS  
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON  
THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE  
LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S  
RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS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



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

24 HOUR CONTACT: ADAM HOLLAND (404) 846-4019

GRAPHIC SCALE



**paradigm**  
Engineering Services, Inc.  
903 Bombay Lane  
Roswell, GA 30076  
(770) 605-6030  
www.paradigmeng.net

|             |          |
|-------------|----------|
| Project No. | P-2227   |
| Design By:  | WBD      |
| Drawn By:   | LEF      |
| Checked By: | WBD      |
| Date:       | 5/8/2023 |
| Scale:      | 1" = 10' |

| No. | Revision                                       | Date     |
|-----|------------------------------------------------|----------|
| 1   | ADDRESSED COMMENTS FROM CITY OF FLOWERY BRANCH | 11/25/23 |
|     | ADDRESSED COMMENTS FROM CITY OF FLOWERY BRANCH | 12/30/24 |

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

**SECONDARY DRIVEWAY ACCESS - STAGE 4**  
**MCEVER SELF STORAGE**  
6401 MCEVER ROAD  
LAND LOT 139 & 140, 8TH DISTRICT  
CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA

Drawing No.  
**C2.7**





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 731 for Text Amendment to Article 33, Section 33.5; Article 34 Sections 34.12, 34.13; Article 37, Sections 37.10, 37.11 and Article 38, Section 38.8

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

The text amendment was presented at a previous presentation only Work Session.

---

---

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

Pursuant to Ordinance 731, all sections of the Zoning Ordinance are proposed to be amended to require a minimum notice period of fifteen (15) days for Public Hearings relating to annexations, rezoning, variances, and other planning-related agenda items. The current provisions of the Zoning Ordinance mandate a notice period of thirty (30) days for such hearings. Staff has determined that the extended time is necessary to review submittals for completeness prior to the issuance of advertisements and the placement of signage at the affected site. Moreover, this amendment is consistent with Georgia law, which requires a minimum notice period of fifteen (15) days.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approve Ordinance 731 with staff recommended text amendments

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 731

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Public Hearing Advertisement and Signs.pdf](#)
- [Ordinance 731.pdf](#)



## **Article 33 – Text Amendments**

### **Sec. 33.5. - Notice of Public Hearing.**

At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council. The notice shall state the time, place, and purpose of the public hearing.

## **Article 34 – Rezoning and Conditional Use Applications**

- **Sec. 34.12. - Notice of Public Hearing.**

- a) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on each application that is the subject of this Article. The notice shall state the time, place, and purpose of the public hearing.
- b) If the zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then the notice shall include the location of the property, the present zoning classification, and the proposed zoning classification of the property.
- c) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property. Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the type of variance applied for.

- **Sec. 34.13. - Public Notice Sign.**

- a) For all applications involving an amendment to the official zoning map, application for conditional use, or application for a concurrent variance, the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than ~~thirty (30)~~ **fifteen (15)** calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the present zoning classification and the proposed zoning classification of the property.
- d) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property.

## **Article 37 - Variances**

- **Sec. 37.10. - Notice of Public Hearing.**

- a) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

- **Sec. 37.11. - Public Notice Sign.**

- a) For all variance applications the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than ~~thirty (30)~~ **fifteen (15)** calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing before the City Council, and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the section or sections of the zoning ordinance proposed to be varied.

## **Article 38 – Administrative Variances**

### **Sec. 38.8. - Procedures.**

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- a) Director of Planning and Community Development shall review all completed applications, as described under [Section 38.6](#).
- b) At least ~~thirty (30)~~ **fifteen (15)** but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose. Notice shall also be provided by first class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same

information as the published notice and shall be mailed using the USPS Certificate of Mailing at least thirty (30) days prior to consideration by the Director.

- c) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before ten (10) days following the published date of consideration for approval.
- d) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent by regular mail within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.

## **ORDINANCE NO. 731**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 731, TO AMEND TEXT IN ARTICLE 33 (TEXT AMENDMENTS), SECTION 33.5 (NOTICE OF PUBLIC HEARING), ARTICLE 34 (REZONING AND CONDITIONAL USE APPLICATIONS), SECTION 34.12 (NOTICE TO PUBLIC HEARING), SECTION 34.13 (PUBLIC NOTICE SIGN), ARTICLE 37 (VARIANCES), SECTION 37.10 (NOTICE OF PUBLIC HEARING), SECTION 37.11 (PUBLIC NOTICE SIGN), AND ARTICLE 38 (ADMINISTRATIVE VARIANCES), SECTION 38.8 (PROCEDURES), TO BE REPLACED WITH AMENDED TEXT AS SHOWN ON ATTACHED EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

### **SECTION 1. AMENDMENT.**

The following sections of the zoning ordinance shall be amended: Article 33 (Text Amendments), Section 33.5 (Notice of Public Hearing), Article 34 (Rezoning and Conditional Use Applications), Section 34.12 (Notice of Public Hearing), and Section 34.13 (Public Notice Sign), Article 37 (Variances), Sections 37.10 (Notice of Public Hearing), Section 37.11 (Public Notice Sign), and Article 38 (Administrative Variances), Section 38.8 (Procedures), to read as shown on Exhibit “A”.

**SECTION 2.           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 3.           EFFECTIVE DATE.**

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

**SECTION 4.           REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted Baggett, City Attorney

Exhibit "A"

**ARTICLE 33**  
**TEXT AMENDMENTS**

**Sec. 33.5. - Notice of Public Hearing.**

At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council. The notice shall state the time, place, and purpose of the public hearing.

**ARTICLE 34**  
**REZONING AND CONDITIONAL USE APPLICATION**

**Sec. 34.12. - Notice of Public Hearing.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on each application that is the subject of this Article. The notice shall state the time, place, and purpose of the public hearing.
- b) If the zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then the notice shall include the location of the property, the present zoning classification, and the proposed zoning classification of the property.
- c) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property. Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the type of variance applied for.

**Sec. 34.13. - Public Notice Sign.**

- a) For all applications involving an amendment to the official zoning map, application for conditional use, or application for a concurrent variance, the Zoning Administrator shall cause to have posted in a conspicuous location on said property one (1) or more sign(s).
- b) The public notice sign shall be erected not less than fifteen (15) calendar days prior to the public hearing before the City Council pertaining to said application. Each public notice sign shall state the time, place, and purpose of the public hearing and the location of the property.
- c) Each public notice sign pertaining to an amendment to the official zoning map shall state the present zoning classification and the proposed zoning classification of the property.



- d) Each public notice sign pertaining to a conditional use shall state the existing or proposed zoning classification and the proposed use of the property.

## **ARTICLE 37 VARIANCES**

### **Sec. 37.10. - Notice of Public Hearing.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

### **Sec. 37.11. - Public Notice Sign.**

- a) At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing before the City Council, the city shall cause to be published within a newspaper of general circulation within the City a notice of the public hearing before Mayor and City Council, on the variance application. The notice shall state the time, place, and purpose of the public hearing.
- b) Each public notice sign pertaining to a concurrent variance shall state the proposed zoning classification and the section or sections of the Zoning Ordinance proposed to be varied.

## **ARTICLE 38 ADMINISTRATIVE VARIANCES**

### **Sec. 38.8. - Procedures.**

Administrative variance applications shall be considered and processed in accordance with the requirements of this Section.

- a) Director of Planning and Community Development shall review all completed applications, as described under [Section 38.6](#).
- b) At least fifteen (15) but not more than forty-five (45) days prior to the date the Director of Planning and Community Development considers an administrative variance for approval, the City shall cause to be published within a newspaper of general circulation within the city a notice stating the time, place, and purpose.

Notice shall also be provided by first class mail to the owner of the property that is subject to the proposed administrative variance. This notification letter shall include the same information as the published notice and shall be mailed using the USPS Certificate of Mailing at least fifteen (15) days prior to consideration by the Director.

- c) The Director of Planning and Community Development Director shall render a final decision on any application for administrative variance on or before ten (10) days following the published date of consideration for approval.
- d) The applicant shall be informed in writing of the Director's decision and the findings of fact supporting the decision, which shall be sent by regular mail within five (5) working days of the date of the decision. Failure to receive the written decision within five (5) working days shall not constitute a procedural error on the part of the City, nor affect the decision of the Director in any manner.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 733 for a Text Amendment to Add Sections 6.5 and Section 6.6; Text Amendment to Revise Table 6.1 and Table 6.2 within Article 6

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

Text Amendments were previously presented at a Work Session.

---

---

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

Pursuant to Ordinance 733, Article 6 is hereby proposed to be amended to incorporate the Single-Family Townhome District (SF-TH) and Residential Multi-Unit (RMU) classifications. The permitted uses for each district are delineated in Sections 6.5 and 6.6. Additionally, Table 6.1 has been revised to reflect the permitted and conditional uses applicable to these classifications, and Section 6.2 has been amended to include the dimensional requirements for both SF-TH and RMU districts. Notwithstanding these amendments, the design requirements remain unchanged; for example, no building shall be permitted to contain more than six (6) townhome units. All applicable architectural standards remain in full force and shall be applied to all permit applications.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 733

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 733

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Article 6 UPDATED 2-20-2025.pdf](#)
- [Ordinance 733 .pdf](#)

**ARTICLE 6**  
**AGRICULTURAL AND CONVENTIONAL**  
**RESIDENTIAL ZONING DISTRICTS**

**ARTICLE 6. - AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS**

**Sec. 6.1. - A, Agricultural District.**

- (a) *Purpose and Description.* The Agricultural District is established to maintain those areas within the City of Flowery Branch that are not intended to convert to urban or suburban development in the short term.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

**Sec. 6.2. – R-1, Residential, Detached Single Family, Low-Density District.**

- (a) *Purpose and Description.* This zoning district is established to accommodate single-family residences at low suburban densities and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of detached single-family dwellings (site built or modular) and is "" intended to implement the "suburban residential" character area established in the comprehensive plan. The regulations that apply to the R-1 district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

**Sec. 6.3. - R-2, Residential, Detached Single Family**

- (a) *Purpose and Description.* This zoning district is established to accommodate single-family residences at moderate suburban densities and to protect the future development of land in accordance with the comprehensive plan. This district consists of detached single-family dwellings (site built or modular) and is intended to implement the "suburban residential" character area established in the comprehensive plan. The regulations that apply to the R-2

district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.

- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.

#### **Sec. 6.4. - MHP, Manufactured Home Park District.**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the placement of manufactured homes in manufactured home parks and for the development of land in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan, as it pertains to existing manufactured home park use. The regulations that apply to the MHP district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (c) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (d) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as specifications for manufactured home spaces shall be as designated on an approved site plan.
- (e) *Limitations on Rezoning.* There shall be no rezoning to the MHP zoning district, unless it is contiguous to an existing MHP zoning district, or unless it is designated MHP at the time of annexation into the city limits.
- (f) *Design Requirements.* See Articles 10 and 40 of this Zoning Ordinance.

#### **Sec. 6.5. – SF-TH, Single Family Attached Townhome District.**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the development and construction of single family attached townhomes in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the SF-TH district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."



- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) (f) *Design Requirements.* See Articles 10, 12, and 40 of this Zoning Ordinance.

#### **Sec. 6.6. RMU Residential Multi-Unit**

- (a) *Purpose and Description.* This zoning district is intended to implement the "multi-unit-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intending to implement the "urban density communities" character area established in the comprehensive plan.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.
- (e) *Parking Requirements.* See Articles 21.

**Table 6.1**  
**Permitted and Conditional Uses in**  
**Agricultural and Conventional Residential Zoning Districts**  
**(P = Permitted Use C = Conditional Use X = Prohibited)**

| Use                                                                                                              | A | R-1 | R-2 | MHP | SF-TH | RMU |
|------------------------------------------------------------------------------------------------------------------|---|-----|-----|-----|-------|-----|
| Accessory apartment, attached                                                                                    | X | X   | C   | X   | X     | C   |
| Accessory apartment, detached                                                                                    | X | C   | C   | X   | X     | C   |
| Accessory building, structure, or use                                                                            | P | P   | P   | P   | X     | P   |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                             | P | P   | X   | X   | X     | X   |
| Agriculture, raising of poultry or livestock                                                                     | P | C   | X   | X   | X     | X   |
| Cemetery                                                                                                         | P | C   | C   | X   | X     | X   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Sec. 14.3) (Ord. 348-11) | C | C   | C   | X   | X     | X   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                           | C | C   | C   | X   | X     | C   |
| Community recreation                                                                                             | P | P   | P   | P   | P     | P   |
| Conservation areas and passive recreational facilities                                                           | P | P   | P   | P   | P     | P   |
| Conservation subdivision                                                                                         | C | C   | P   | P   | X     | X   |
| Construction field office (temporary use)                                                                        | X | X   | P   | P   | P     | P   |
| Dwelling, single-family detached, fee-simple                                                                     | P | P   | P   | X   | X     | X   |
| Dwellings, single-family detached, condominium                                                                   | X | X   | X   | X   | X     | X   |
| Dwelling, townhouse (single-family attached, fee-simple)                                                         | X | X   | X   | X   | P     | X   |
| Dwelling, two-family (duplex); three-family (tri-plex)                                                           | X | X   | X   | X   | X     | X   |
| Dwelling, multi-family (apartment, attached residential condominium)                                             | X | X   | X   | X   | X     | C   |
| Garden, non-commercial, accessory to single-family detached dwelling                                             | P | P   | P   | X   | X     | X   |
| Golf course                                                                                                      | P | P   | P   | X   | P     | C   |

| Use                                                                                               | A | R-1 | R-2 | MHP | SF-TH | RMU |
|---------------------------------------------------------------------------------------------------|---|-----|-----|-----|-------|-----|
| Guest house (accessory building/use)                                                              | P | P   | P   | X   | X     | X   |
| Home occupation (Office Use Only)                                                                 | P | P   | P   | P   | P     | P   |
| Horse stables, non-commercial, as accessory to single-family residential use                      | P | C   | X   | X   | X     | X   |
| Leasing or sales office for a subdivision or residential development (accessory or principal use) | P | P   | P   | P   | P     | P   |
| Manufactured home, Class A                                                                        | C | X   | X   | P   | X     | X   |
| Model home for single-family subdivision or townhomes (temporary)                                 | P | P   | P   | X   | P     | X   |
| Public or semi-public use                                                                         | P | P   | P   | X   | P     | P   |
| School, private, elementary, middle, or high (Ord. 348-11)                                        | C | C   | x   | X   | X     | X   |
| School, public                                                                                    | P | x   | x   | X   |       |     |
| School, special                                                                                   | C | x   | x   | X   | X     | X   |
| Temporary use                                                                                     | P | P   | P   | X   | P     | P   |
|                                                                                                   |   |     |     |     |       |     |

**Strike public schools from Table 6.1. Public schools are exempt from zoning regulations.**

**Table 6.2**  
**Dimensional Requirements for Agricultural and**  
**Conventional Residential Zoning Districts**

| Requirement (measurement unit)                                         | A       | R-1    | R-2    | MHP    | SF-TH | RMU |
|------------------------------------------------------------------------|---------|--------|--------|--------|-------|-----|
| Maximum height (feet)                                                  | 75      | 35     | 35     | 35     | 35    | 75  |
| Maximum height (number of stories)                                     | 3       | 3      | 3      | 1      | 3     | 4   |
| Maximum density (units per acre)                                       | 0.333   | 2.18   | 4      | 4      | 6     | 12  |
| Minimum lot size for detached single-family dwelling (square feet) (1) | 130,680 | 20,000 | 15,000 | 10,000 | N/A   | N/A |
| Minimum lot size for two-family dwelling (square feet) (1)             | N/A     | N/A    | N/A    | N/A    | N/A   | N/A |

|                                                                                                              |                                    |        |        |        |                                                                |                                |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|--------|--------|--------|----------------------------------------------------------------|--------------------------------|
| Minimum lot size for other uses (square feet) (1)                                                            | 130,680                            | 43,560 | 15,000 | 10,000 | 10,000                                                         | 10,000                         |
| Minimum lot width (feet)                                                                                     | 200                                | 90     | 75     | 50     | 26                                                             | N/A                            |
| Minimum heated floor area per dwelling unit (square feet)                                                    | 2,500                              | 2,200  | 2,000  | 1,000  | 1,500                                                          | 1,000                          |
| Minimum front yard setback from lot line, all principal buildings (feet)                                     | 80                                 | 35     | 25     | 25     | 25 (0 if townhomes are alley accessed with rear entry garages) | 25                             |
| Minimum side setback, interior lot line, all principal buildings (feet)                                      | 25                                 | 25     | 15     | 20     | 5 (min. 10 between buildings)                                  | 20 (min. 10 between buildings) |
| Minimum side setback, corner lot, all principal buildings (feet)                                             | 60                                 | 35     | 25     | 20     | 5                                                              | 20                             |
| Minimum rear setback, all principal buildings (feet)                                                         | 35                                 | 25     | 20     | 20     | 20                                                             | 20                             |
| Minimum setback, all principal or accessory buildings and structures abutting residential                    | Side and rear setbacks shall apply | 50     | 50     | 100    | 50                                                             | 50                             |
| Minimum width of natural buffer abutting residential                                                         | None                               |        |        | 40     | 35                                                             | 50                             |
| Minimum landscape strip required along right-of-ways for any nonresidential use if permitted (width in feet) | 15                                 | 15     | 10     | 10     | 20                                                             | 20                             |
| Minimum landscape strip required along                                                                       | N/A                                | N/A    | N/A    | N/A    | N/A                                                            | 20                             |

|                                                                                                                    |    |    |    |    |     |    |
|--------------------------------------------------------------------------------------------------------------------|----|----|----|----|-----|----|
| right-of-ways for any apartment or condominium (multi-family residential) use (width in feet)                      |    |    |    |    |     |    |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet) | 5  | 5  | 5  | 5  | 10  | 15 |
| Maximum coverage of principal and accessory buildings (percent of lot)                                             | 25 | 25 | 35 | 50 | N/A | 40 |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)        | 20 | 20 | 15 | 15 | 25  | 30 |

(1) Where on on-site sewage system is not available, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

**ORDINANCE NO. 733**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 733, TO ADD SECTION 6.5 (SF-TH, SINGLE FAMILY ATTACHED TOWNHOME DISTRICT), AND SECTION 6.6 (RMU – RESIDENTIAL MULTI-UNIT), WITHIN ARTICLE 6, AS SHOWN ON EXHIBIT “A”. STRIKE IN ITS ENTIRETY TABLE 6.1 (PERMITTED AND CONDITIONAL USES IN AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), AND TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 TO BE REPLACED WITH TABLE 6.1 (PERMITTED AND CONDITIONAL USES IN AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), AND TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), WITHIN ARTICLE 6, AS SHOWN ON ATTACHED EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Add Section 6.5 (SF-TH – Single Family Attached Townhome District), and Section 6.6 (RMU – Residential Multi-Unit), as shown on Exhibit “A”. Strike in its entirety Table 6.1 (Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts), and Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts), within Article 6, to be replaced with Table 6.1 (Permitted and Conditional Uses in Agricultural



and Conventional Residential Zoning Districts), and Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts), within Article 6, as shown on Exhibit "A".

**SECTION 2.           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 3.           EFFECTIVE DATE.**

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

**SECTION 4.           REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

---

Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

---

Ted Baggett, City Attorney

Exhibit "A"

**Article 6**

**Sec. 6.5 – SF-TH, Single Family Attached Townhome District**

- (a) *Purpose and Description.* This zoning district is intended exclusively for the development and construction of single family attached townhomes in accordance with the comprehensive plan. This district is also intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the SF-TH district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (f) *Design Requirements.* See Articles 10, 12, and 40 of this Zoning Ordinance.

**Sec. 6.6. – RMU Residential Multi-Unit**

- (a) *Purpose and Description.* This zoning district is intended to implement the "multi-unit-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "urban density communities" character area established in the comprehensive plan.
- (b) *Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts."
- (c) *Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts."
- (d) *Design Requirements.* See Articles 10, 12 and 40 of this Zoning Ordinance.
- (e) *Parking Requirements.* See Articles 21.

**Table 6.1**  
**Permitted and Conditional Uses in**  
**Agricultural and Conventional Residential Zoning Districts**  
**(P = Permitted Use C = Conditional Use X = Prohibited)**

| <b>Use</b>                                                                                                       | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b> | <b>RMU</b> |
|------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|--------------|------------|
| Accessory apartment, attached                                                                                    | X        | X          | C          | X          | X            | C          |
| Accessory apartment, detached                                                                                    | X        | C          | C          | X          | X            | C          |
| Accessory building, structure, or use                                                                            | P        | P          | P          | P          | X            | P          |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                             | P        | P          | X          | X          | X            | X          |
| Agriculture, raising of poultry or livestock                                                                     | P        | C          | X          | X          | X            | X          |
| Cemetery                                                                                                         | P        | C          | C          | X          | X            | X          |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Sec. 14.3) (Ord. 348-11) | C        | C          | C          | X          | X            | X          |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                           | C        | C          | C          | X          | X            | C          |
| Community recreation                                                                                             | P        | P          | P          | P          | P            | P          |
| Conservation areas and passive recreational facilities                                                           | P        | P          | P          | P          | P            | P          |
| Conservation subdivision                                                                                         | C        | C          | P          | P          | X            | X          |
| Construction field office (temporary use)                                                                        | X        | X          | P          | P          | P            | P          |
| Dwelling, single-family detached, fee-simple                                                                     | P        | P          | P          | X          | X            | X          |
| Dwellings, single-family detached, condominium                                                                   | X        | X          | X          | X          | X            | X          |
| Dwelling, townhouse (single-family attached, fee-simple)                                                         | X        | X          | X          | X          | P            | X          |
| Dwelling, two-family (duplex); three-family (tri-plex)                                                           | X        | X          | X          | X          | X            | X          |
| Dwelling, multi-family (apartment, attached residential condominium)                                             | X        | X          | X          | X          | X            | C          |
| Garden, non-commercial, accessory to single-family detached dwelling                                             | P        | P          | P          | X          | X            | X          |
| Golf course                                                                                                      | P        | P          | P          | X          | P            | C          |

| <b>Use</b>                                                                                        | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b> | <b>RMU</b> |
|---------------------------------------------------------------------------------------------------|----------|------------|------------|------------|--------------|------------|
| Guest house (accessory building/use)                                                              | P        | P          | P          | X          | X            | X          |
| Home occupation (Office Use Only)                                                                 | P        | P          | P          | P          | P            | P          |
| Horse stables, non-commercial, as accessory to single-family residential use                      | P        | C          | X          | X          | X            | X          |
| Leasing or sales office for a subdivision or residential development (accessory or principal use) | P        | P          | P          | P          | P            | P          |
| Manufactured home, Class A                                                                        | C        | X          | X          | P          | X            | X          |
| Model home for single-family subdivision or townhomes (temporary)                                 | P        | P          | P          | X          | P            | X          |
| Public or semi-public use                                                                         | P        | P          | P          | X          | P            | P          |
| School, private, elementary, middle, or high (Ord. 348-11)                                        | C        | C          | x          | X          | X            | X          |
| School, special                                                                                   | C        | x          | x          | X          | X            | X          |
| Temporary use                                                                                     | P        | P          | P          | X          | P            | P          |

**Table 6.2**  
**Dimensional Requirements for Agricultural and**  
**Conventional Residential Zoning Districts**

| <b>Requirement<br/>(measurement unit)</b>                                         | <b>A</b> | <b>R-1</b> | <b>R-2</b> | <b>MHP</b> | <b>SF-TH</b>                                                                     | <b>RMU</b>                              |
|-----------------------------------------------------------------------------------|----------|------------|------------|------------|----------------------------------------------------------------------------------|-----------------------------------------|
| Maximum height<br>(feet)                                                          | 75       | 35         | 35         | 35         | 35                                                                               | 75                                      |
| Maximum height<br>(number of stories)                                             | 3        | 3          | 3          | 1          | 3                                                                                | 4                                       |
| Maximum density<br>(units per acre)                                               | 0.333    | 2.18       | 4          | 4          | 6                                                                                | 12                                      |
| Minimum lot size for<br>detached single-<br>family dwelling<br>(square feet) (1)  | 130,680  | 20,000     | 15,000     | 10,000     | N/A                                                                              | N/A                                     |
| Minimum lot size for<br>two-family dwelling<br>(square feet) (1)                  | N/A      | N/A        | N/A        | N/A        | N/A                                                                              | N/A                                     |
| Minimum lot size for<br>other uses (square<br>feet) (1)                           | 130,680  | 43,560     | 15,000     | 10,000     | 10,000                                                                           | 10,000                                  |
| Minimum lot width<br>(feet)                                                       | 200      | 90         | 75         | 50         | 26                                                                               | N/A                                     |
| Minimum heated<br>floor area per<br>dwelling unit (square<br>feet)                | 2,500    | 2,200      | 2,000      | 1,000      | 1,500                                                                            | 1,000                                   |
| Minimum front yard<br>setback from lot line,<br>all principal buildings<br>(feet) | 80       | 35         | 25         | 25         | 25 (0 if<br>townhomes<br>are alley<br>accessed<br>with rear<br>entry<br>garages) | 25                                      |
| Minimum side<br>setback, interior lot<br>line, all principal<br>buildings (feet)  | 25       | 25         | 15         | 20         | 5 (min. 10<br>between<br>buildings)                                              | 20 (min.<br>10<br>between<br>buildings) |
| Minimum side<br>setback, corner lot,<br>all principal buildings<br>(feet)         | 60       | 35         | 25         | 20         | 5                                                                                | 20                                      |

|                                                                                                                                      |                                    |     |     |     |     |    |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----|-----|-----|-----|----|
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25  | 20  | 20  | 20  | 20 |
| Minimum setback, all principal or accessory buildings and structures abutting residential                                            | Side and rear setbacks shall apply | 50  | 50  | 100 | 50  | 50 |
| Minimum width of natural buffer abutting residential                                                                                 | None                               |     |     | 40  | 35  | 50 |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15  | 10  | 10  | 20  | 20 |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A | N/A | N/A | N/A | 20 |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5                                  | 5   | 5   | 5   | 5   | 5  |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25  | 35  | 50  | 75  | 50 |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20  | 15  | 15  | 15  | 20 |



- (1) Where an on-site sewerage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these requirements.



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 732 to Amend Article 6 to Add Legacy Zoning Districts

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

Legacy Zoning were presented to Council a recent Work Session

---

---

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

Legacy zoning categories are classifications derived from prior zoning ordinances that no longer conform to current practices or standards. Former zoning designations, including but not limited to R-3 (Residential Multifamily District) and PUD (Planned Unit Development District), have been removed from the operative zoning code; however, they remain depicted on the official zoning map. For legal purposes, these categories must continue to be described in the code to correspond with their representation on the map. Notwithstanding their inclusion for reference, these legacy categories are deemed inactive and shall not be applied to any new zoning cases.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 732

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 732

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### **ATTACHMENTS**

- [Draft Legacy Zoning Addition.pdf](#)

- [Ordinance\\_732.pdf](#)

## **Draft: Legacy Zoning Section Summary**

Legacy Zoning Categories are classifications used in land use planning to address areas that were zoned under previous zoning ordinances but no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents:

### **Purpose of Legacy Zoning Categories**

1. **Preservation of Existing Uses:**
    - They allow pre-existing developments or land uses that do not conform to current zoning regulations to continue operating without requiring immediate changes.
  2. **Transition Management:**
    - Legacy zoning serves as a bridge, helping jurisdictions transition from older zoning codes to updated frameworks without disrupting established neighborhoods or businesses.
  3. **Legal and Practical Recognition:**
    - These categories prevent the creation of unnecessary legal nonconformities by formally recognizing older zoning designations until a formal rezoning process can be completed.
  4. **Gradual Redevelopment:**
    - They enable gradual redevelopment over time, allowing property owners to adapt to new zoning standards without immediate financial or operational burdens.
- 

### **Intent of Legacy Zoning Categories**

1. **Flexibility for Property Owners:**
  - Provide property owners with flexibility to maintain or improve their properties within the context of the older zoning regulations.
2. **Historical Integrity:**
  - Protect the character of older neighborhoods or districts that might have unique historical or cultural significance not reflected in modern zoning.
3. **Minimization of Conflict:**
  - Reduce conflicts between property owners and the local government by providing a clear pathway to eventual compliance with updated zoning codes.
4. **Support for Comprehensive Planning:**
  - Align legacy zones with long-term comprehensive plans, ensuring future development or redevelopment aligns with community goals and vision.

- **Article 6, Sec. 6.5 – Legacy Zoning Categories**

Legacy Zoning Categories are classifications used in land use planning to address areas that were zoned under previous zoning ordinances but no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents.

- a) R-3, Residential Multi-Family District

- 1. The purpose of the Legacy Residential Multi-Family District is to recognize multi-family Zones established for which a category is shown on the official Zoning Map but is no longer an active district after June 1<sup>st</sup>, 2023. The purpose of the Residential Multi-Family District was intended to provide for higher density residential development and related uses and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of multi-family residences (apartment complexes and townhouses), two-family residences, and detached single-family dwellings (site built or modular) and is intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the R-3 district are designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents.

- b) PUD, Planned Unit Development District.

- 1. The purpose of the Legacy Planned Unit Development District is to recognize Planned Unit Development Zones established for which a category is shown on the official Zoning Map but is no longer an active district after June 1<sup>st</sup>, 2023. The purpose of the Planned Unit Development District was intended to implement certain residential and mixed-use developments in a way that meets objectives that cannot necessarily be accomplished by conventional residential zoning districts. It is specifically intended to primarily implement the "suburban residential" character area established in the comprehensive plan but may also be used to implement the "urban density community", "mixed use - neighborhood", and "activity center" character areas.

**ORDINANCE NO. 732**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 732, TO ADD SECTION 6.7 (LEGACY ZONING), WITHIN ARTICLE 6, AS SHOWN ON EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

The zoning ordinance is hereby amended by adding within Article 6, Section 6.7 (Legacy Zoning Districts), Table L.1 (Permitted and Conditional Uses in Legacy District R-3), Table L.2 (Dimensional Requirements for Legacy District R-3), Section 6.8 (Objectives of PUD Legacy Districts), Section 6.9 (Permitted Uses in PUD Legacy Districts), Section 6.10 (Amendments to PUD Legacy Districts), and Section 6.11 (Permits and Certificates in PUD Legacy Districts) as shown on Exhibit “A”.

**SECTION 2. 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 3. EFFECTIVE DATE.**



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

**SECTION 4.        REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted Baggett, City Attorney

Exhibit "A"

Article 6

**Sec. 6.7 – Legacy Zoning Districts**

- (a) Purpose. Legacy Zoning Districts were classifications under previous zoning ordinances that no longer align with current zoning practices or standards. These categories serve several purposes and reflect specific intents.
- (b) Applicability. Properties zoned in legacy districts remain subject to the regulations of those districts and any additional applicable regulations imposed thereafter until such time as the properties are rezoned in accordance with law.
- (c) The following districts are referred to as legacy districts. The Official Zoning Map may continue to show these districts which were designated under the former Zoning Ordinance, but no new legacy district areas may be added to the Official Zoning Map, nor may any boundary of an existing legacy district be expanded. No property within the city limits may be rezoned to a legacy district.

1) R-3, Residential Multi-Family District

The purpose of the Legacy Residential Multi-Family District was to recognize multi-family Zones established for which a category is shown on the official Zoning Map. The purpose of the Residential Multi-Family District was intended to provide for higher density residential development and related uses and to protect the future development of land in accordance with the comprehensive plan. This district consists predominantly of multi-family residences (apartment complexes and townhouses), two-family residences, and detached single-family dwellings (site built or modular) and was intended to implement the "urban density community" character area established in the comprehensive plan. The regulations that apply to the R-3 district were designed to encourage the formation and continuance of a stable, healthy, and attractive living environment for its residents. The permitted and conditional uses in R-3 are shown in Table L.1 and the dimensional requirements are shown in Table L.2.

2) PUD, Planned Unit Development District.

The purpose of the Legacy Planned Unit Development District was to recognize Planned Unit Development Zones established for which a category is shown on the official Zoning Map. The purpose of the Planned Unit Development District was intended to implement certain residential and mixed-use developments in a way that meets objectives that could not necessarily be accomplished by conventional residential zoning districts. It was specifically intended to primarily implement the

"suburban residential" character area established in the comprehensive plan but may also be have been used to implement the "urban density community", "mixed use - neighborhood", and "activity center" character areas.

Table L.1

Permitted and Conditional Uses in Legacy District R-3

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

|                                                                                                                     |     |
|---------------------------------------------------------------------------------------------------------------------|-----|
| Expand                                                                                                              |     |
| Use                                                                                                                 | R-3 |
| Accessory apartment, attached                                                                                       | C   |
| Accessory apartment, detached                                                                                       | C   |
| Accessory building, structure, or use                                                                               | P   |
| Agriculture, production of field crops, fruits, nuts, and vegetables                                                | X   |
| Agriculture, raising of poultry or livestock                                                                        | X   |
| Cemetery                                                                                                            | X   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (See <a href="#">Sec. 14.3</a> ) | C   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                              | C   |
| Community recreation                                                                                                | P   |
| Conservation areas and passive recreational facilities                                                              | P   |
| Conservation subdivision                                                                                            | P   |
| Construction field office (temporary use)                                                                           | P   |
| Dwelling, single-family detached, fee-simple                                                                        | P   |
| Dwellings, single-family detached, condominium                                                                      | P   |
| Dwelling, townhouse (single-family attached, fee-simple)                                                            | P   |
| Dwelling, two-family (duplex)                                                                                       | P   |
| Dwelling, multi-family (apartment, attached residential condominium)                                                | P   |
| Garden, non-commercial, accessory to single-family detached dwelling                                                | X   |
| Golf course                                                                                                         | X   |
| Greenhouse, non-commercial, accessory to single-family detached dwelling                                            | C   |
| Guest house (accessory building/use)                                                                                | P   |
| Home occupation, including family day care home                                                                     | P   |
| Horse stables, non-commercial, as accessory to single-family residential use                                        | X   |
| Institutional residential living and care facility, serving no more than 17 persons                                 | C   |
| Institutional residential living and care facility, serving 18 persons or more                                      | C   |
| Leasing or sales office for a subdivision or residential development (accessory or principal use)                   | P   |
| Manufactured home, Class A                                                                                          | C   |
| Manufactured home, other than Class A                                                                               | X   |
| Model home for single-family subdivision (temporary)                                                                | P   |
| Public or semi-public use                                                                                           | P   |

|                                              |   |
|----------------------------------------------|---|
| School, private, elementary, middle, or high | C |
| School, public                               | P |
| School, special                              | C |
| Temporary use                                | P |
| Zero lot line housing                        | C |

Table L.2

Dimensional Requirements for Legacy District R-3

| Requirement (measurement unit)                                                                                                       | R-3    |
|--------------------------------------------------------------------------------------------------------------------------------------|--------|
| Maximum height (feet)                                                                                                                | 45     |
| Maximum height (number of stories)                                                                                                   | 3      |
| Maximum density (units per acre)                                                                                                     | 12     |
| Minimum lot size for detached single-family dwelling (square feet) (1)                                                               | 10,000 |
| Minimum lot size for two-family dwelling (square feet) (1)                                                                           | 20,000 |
| Minimum lot size for other uses (square feet) (1)                                                                                    | 10,000 |
| Minimum lot width (feet)                                                                                                             | 50     |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,000  |
| Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)                                                | 750    |
| Minimum front yard setback from lot line, all principal buildings (feet)                                                             | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)                                                              | 10     |
| Minimum side setback, corner lot, all principal buildings (feet)                                                                     | 25     |
| Minimum rear setback, all principal buildings (feet)                                                                                 | 20     |
| Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)                    |        |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | 40     |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 20     |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | 20     |
| Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)                   | 5      |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 40     |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 15     |

- (1) Where an on-site sewage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

### **Sec. 6.8 - Objectives of PUD Legacy District.**

The Planned Unit Development District was intended to meet the following objectives:

- (a) Allow and encourage more unique, flexible, creative, and imaginative arrangements and mixes of land uses in site planning and development than are permitted through conventional land use requirements.
- (b) Encourage a broader mix of residential housing types, including detached and attached dwellings, than would normally be constructed in conventional subdivisions.
- (c) Allow and encourage the development of tracts of land as single developments that are planned neighborhoods or communities, including civic and semi-public uses (e.g., schools, playgrounds, meeting halls, etc.) that help to make up a community.
- (d) Preserve the natural amenities of the land through maintenance of conservation areas and open spaces within developments.
- (e) Provide for the more efficient use of land through clustering and other flexible, innovative development arrangements that will result in smaller networks of utilities and streets and thereby lower development and housing costs.
- (f) Provide a more desirable living environment than would be possible through the strict application of conventional residential zoning requirements.
- (g) Establish application requirements that are more rigorous than rezoning applications and conditional use permits but no more onerous than necessary to enable thorough analyses.
- (h) Ensure that the design of building forms is interrelated and architecturally harmonious.

### **Sec. 6.9 – Permitted Uses in PUD Legacy Districts.**

Permitted uses were to be proposed by an applicant for rezoning to PUD and were limited to those uses approved by the Governing Body; provided, however, that the following applied when the site proposed to be rezoned and developed was designated as "suburban residential" on the adopted future development map of the City of Flowery Branch:

- (a) At least twenty (20) percent of the total area of the planned unit development shall be conservation, open space, and/or landscaped area.
- (b) At least seventy (70) percent of the units proposed and approved as part of the planned community development shall be detached, single-family dwellings.

In the case of a PUD zoning district that was already developed or partially developed on the effective date of this zoning ordinance, said development should continue to be governed by the conditions of zoning, site or development plan approval, architectural elevations, approved mixes

of uses, and any other development-specific stipulations of the original PUD approval, until or unless otherwise amended by the Governing Body, and the land use parameters described in this Section shall not apply to such prior PUD zoning district approvals by the Governing Body. Provided however, that whenever a particular site within a PUD references uses permitted in other zoning districts in the zoning ordinance, such references shall be interpreted to apply to the permissible uses of the referenced zoning district at the time of the application for development of the particular site regardless of the time of the PUD approval.

**Sec. 6.10 – Amendments to PUD Legacy Districts.**

Amendments to approved PUDs shall be permitted but governed by the procedures and provisions for changing the official zoning map as specified in Article 34 of this zoning ordinance, and any amendments shall require type 2 design plan review and approval unless waived by the Zoning Administrator in cases where design plan approval would not be warranted given the nature of the amendment proposed.

**Sec. 6.11. – Permits and Certificates in PUD Legacy Districts.**

No building permit or certificate of occupancy shall be issued for a building, structure, or use, nor shall any excavation, grading, or land disturbance applications be approved, for any PUD that has not been approved in accordance with the provisions of this Article. The Zoning Administrator shall authorize the issuance of building permits for buildings and structures in the area covered by the approved PUD only if they are in conformity with the approved PUD, after improvements are installed in accordance with applicable improvement requirements, and if found to be in conformance with all other applicable regulations. The Zoning Administrator shall authorize the issuance of a certificate of occupancy for any completed building, structure, or use located in the area covered by the PUD only if it conforms to the requirements of the approved PUD and all other applicable regulations. After completion of a PUD, the use of land and construction, modification, or alteration of any buildings, structures, or uses within the area covered by the PUD shall continue to be regulated by the approved development plan, architectural elevations, conditions of zoning approval, and any other specifications for the PUD.





## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 734 to Amend Article 9, table 9.1, Table 9.2

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

This text amendment was presented to Council at a previous Work Session.

---

---

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

This Ordinance provides for minor revisions to the permitted uses identified in Article 9, Table 9.1, in order to eliminate redundancies in nonresidential zoning districts by removing prohibited residential uses. With the exception of the Central Business District (CBD), residential uses are not permitted by right in nonresidential zoning categories. Correspondingly, the revisions to Table 9.2 remove residential dimensional requirements in nonresidential zoning districts, reaffirming that residential uses remain prohibited outside the CBD.

Furthermore, this Ordinance establishes the requirement of a Conditional Use Permit for the operation of large civic facilities—such as private clubs, churches, synagogues, and temples—where groups congregate within a single room or building, to ensure compliance with minimum code standards. Likewise, it introduces a Conditional Use Permit requirement for the operation of private schools in Highway Business zoning designations, thereby addressing traffic considerations and public safety concerns.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 734

---

---

#### **SAMPLE MOTION:**

I make a motion to approve Ordinance 734

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

**ATTACHMENTS**

- [Ordinance 734.pdf](#)

**ORDINANCE NO. 734**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 734, TO STRIKE THE DEFINITION OF MIXED-USE DEVELOPMENT WITHIN ARTICLE 2 (DEFINITIONS AND INTERPRETATIONS), TO STRIKE IN ITS ENTIRETY TABLE 9.1 & TABLE 9.2, WITHIN ARTICLE 9 TO BE REPLACED WITH TABLE 9.1 AND TABLE 9.2 AS SHOWN ON ATTACHED EXHIBIT “A”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Strike the definition of Mixed-use development within Article 2 (Definitions and Interpretations), Strike Table 9.1 within Article 9 in its entirety and replace with Table 9.1, as shown on Exhibit “A”.

**SECTION 2. 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 3. EFFECTIVE DATE.**

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

**SECTION 4.        REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ted Baggett, City Attorney

Exhibit “A”

**ARTICLE 9**  
**Table 9.1**

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

| Use                                                                                                                       | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Accessory building, structure, or use                                                                                     | P   | P    | P  | P  | P   | P   | P   |
| Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment | C   | C    | P  | P  | P   | X   | X   |
| Adult business (see Adult Entertainment of Code of Ordinances No. 360)                                                    | X   | X    | X  | X  | X   | P   | P   |
| Agricultural processing                                                                                                   | X   | X    | X  | X  | X   | X   | C   |
| Aircraft landing area                                                                                                     | X   | X    | X  | X  | X   | X   | C   |
| Animal hospital or veterinary clinic                                                                                      | P   | P    | P  | P  | X   | X   | X   |
| Animal rendering, slaughtering, and recycling plant                                                                       | X   | X    | X  | X  | X   | X   | X   |
| Animal shelter                                                                                                            | X   | P    | X  | C  | X   | P   | P   |
| Apparel manufacturing                                                                                                     | X   | X    | X  | X  | X   | P   | P   |
| Art gallery                                                                                                               | P   | P    | P  | P  | P   | X   | X   |
| Asphalt plant                                                                                                             | X   | X    | X  | X  | X   | X   | C   |
| Auction house or auction yard (excluding livestock)                                                                       | X   | X    | X  | X  | X   | P   | P   |
| Auction house or auction yard (including livestock)                                                                       | X   | X    | X  | X  | X   | X   | P   |
| Automated teller machines (accessory use)                                                                                 | P   | P    | P  | P  | X   | P   | P   |
| Automobile sales and service establishment                                                                                | X   | X    | X  | P  | X   | X   | X   |
| Automobile sales without service                                                                                          | X   | X    | X  | P  | X   | X   | X   |
| Automobile service establishment without sales                                                                            | X   | X    | X  | P  | X   | P   | P   |
| Bank or financial institution                                                                                             | P   | P    | P  | P  | P   | X   | X   |
| Batching plant                                                                                                            | X   | X    | X  | X  | X   | X   | C   |
| Bed and breakfast inn                                                                                                     | P   | P    | P  | P  | P   | X   | X   |
| Big box commercial building                                                                                               | X   | X    | X  | C  | X   | C   | C   |
| Borrow site                                                                                                               | X   | C    | X  | C  | X   | X   | P   |
| Botanical garden                                                                                                          | P   | P    | P  | C  | X   | X   | X   |
| Bottling or canning plant                                                                                                 | X   | X    | X  | X  | X   | C   | P   |
| Brew pub                                                                                                                  | X   | C    | P  | P  | P   | P   | P   |
| Brewery or distillery                                                                                                     | X   | X    | X  | X  | X   | P   | P   |
| Broadcasting studio                                                                                                       | P   | P    | P  | P  | X   | P   | P   |
| Building material sales                                                                                                   | X   | X    | X  | C  | X   | P   | P   |

| Use                                                                                                                 | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Building sales establishment                                                                                        | X   | X    | X  | C  | X   | P   | P   |
| Bulk Storage                                                                                                        | X   | X    | X  | X  | X   | X   | P   |
| Business service establishment, not exceeding 2,500 square feet of gross floor area                                 | C   | C    | P  | P  | P   | P   | P   |
| Business service establishment, more than 2,500 square feet of gross floor area                                     | X   | X    | X  | P  | P   | P   | P   |
| Camp or campground                                                                                                  | X   | C    | X  | C  | X   | X   | X   |
| Car wash                                                                                                            | X   | X    | X  | C  | X   | P   | P   |
| Caretaker's residence                                                                                               | X   | X    | X  | C  | C   | P   | P   |
| Carnival                                                                                                            | X   | X    | X  | C  | X   | X   | P   |
| Cemetery or mausoleum                                                                                               | X   | P    | X  | C  | X   | P   | P   |
| Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11) | C   | P    | C  | C  | X   | C   | C   |
| Clinic                                                                                                              | P   | P    | P  | P  | X   | X   | X   |
| Club or lodge, nonprofit, sponsored by a civic or similar organization                                              | C   | P    | C  | C  | X   | C   | C   |
| Club, private (Ord. 348-11)                                                                                         | X   | C    | X  | C  | X   | X   | X   |
| Cold storage plant or frozen food locker                                                                            | X   | X    | X  | X  | X   | P   | P   |
| Co-generation facility                                                                                              | X   | X    | X  | X  | X   | C   | C   |
| College or university (Ord. 348-11)                                                                                 | C   | P    | X  | C  | X   | C   | C   |
| Commercial recreational facility, indoor (Ord. 348-11)                                                              | X   | X    | C  | P  | X   | C   | C   |
| Commercial recreational facility, outdoor                                                                           | X   | X    | X  | C  | C   | C   | C   |
| Communication tower and antenna                                                                                     | P   | P    | X  | P  | X   | P   | P   |
| Community recreation area                                                                                           | P   | P    | P  | P  | P   | P   | P   |
| Composting facility                                                                                                 | X   | X    | X  | X  | X   | X   | P   |
| Conservation areas and passive recreational facilities                                                              | P   | P    | P  | P  | P   | P   | P   |
| Construction field office and/or yard (temporary use)                                                               | X   | P    | X  | P  | X   | P   | P   |
| Continuing care retirement community                                                                                | C   | P    | X  | P  | C   | X   | X   |
| Contractor's establishment                                                                                          | X   | X    | X  | P  | X   | P   | P   |
| Convenience store, with or without gasoline pumps                                                                   | X   | X    | X  | C  | X   | X   | X   |
| Cottage industry                                                                                                    | P   | P    | P  | P  | P   | P   | P   |
| Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)                                            | X   | C    | X  | C  | X   | P   | P   |
| Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)                                        | X   | X    | X  | X  | X   | X   | P   |
| Crisis center                                                                                                       | C   | P    | X  | P  | X   | P   | P   |
| Custom order shop                                                                                                   | X   | X    | P  | P  | P   | P   | P   |
| Day care center serving no more than 17 persons                                                                     | P   | P    | P  | P  | X   | C   | C   |
| Day care center serving 18 persons or more                                                                          | X   | P    | C  | P  | X   | C   | C   |
| Distribution center, including truck terminals                                                                      | X   | X    | X  | C  | X   | P   | P   |
| Dry cleaning plant                                                                                                  | X   | X    | X  | C  | X   | P   | P   |
| Dwelling, single-family detached, fee-simple                                                                        | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, single-family detached, condominium                                                                       | X   | X    | X  | X  | C   | X   | X   |



| Use                                                                                                                  | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|----------------------------------------------------------------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| Dwelling, townhome (single-family attached fee-simple)                                                               | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, multi-family                                                                                               | X   | X    | X  | X  | C   | X   | X   |
| Dwelling, two-family (duplex)                                                                                        | X   | X    | X  | X  | X   | X   | X   |
| Dwelling, located within a building containing a nonresidential principal use                                        | X   | X    | X  | X  | X   | X   | X   |
| Explosives storage                                                                                                   | X   | X    | X  | X  | X   | X   | C   |
| Exterminating and pest control business or disinfecting service                                                      | X   | X    | C  | P  | X   | P   | P   |
| Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals                    | X   | X    | X  | X  | X   | X   | C   |
| Fairgrounds                                                                                                          | X   | P    | X  | X  | C   | P   | P   |
| Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment   | P   | P    | P  | P  | P   | P   | P   |
| Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment | P   | P    | P  | P  | P   | X   | X   |
| Food processing plant                                                                                                | X   | X    | X  | X  | X   | X   | P   |
| Fuel oil distributor                                                                                                 | X   | X    | X  | X  | X   | P   | P   |
| Funeral home or mortuary                                                                                             | X   | X    | X  | C  | X   | P   | P   |
| Gas tank sales                                                                                                       | X   | X    | X  | C  | X   | X   | P   |
| Greenhouse (commercial)                                                                                              | X   | X    | X  | P  | X   | P   | P   |
| Group home                                                                                                           | C   | P    | X  | P  | X   | X   | X   |
| Growler                                                                                                              | X   | X    | X  | P  | P   | X   | X   |
| Gym or exercise facility, not open 24 hours a day                                                                    | P   | P    | P  | P  | P   | P   | P   |
| Gym or exercise facility open 24 hours a day                                                                         | P   | P    | X  | P  | P   | P   | P   |
| Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage       | X   | X    | X  | X  | X   | X   | C   |
| Health spa                                                                                                           | X   | X    | X  | P  | P   | P   | P   |
| Hospital                                                                                                             | C   | P    | X  | P  | C   | C   | C   |
| Incinerator                                                                                                          | X   | X    | X  | X  | X   | X   | C   |
| Institutional residential living and care facility, serving no more than 17 persons                                  | P   | P    | P  | P  | X   | X   | X   |
| Institutional residential living and care facility, serving 18 persons or more                                       | C   | P    | X  | P  | X   | X   | X   |
| Junk/salvage yard                                                                                                    | X   | X    | X  | X  | X   | X   | C   |
| Kennel                                                                                                               | X   | X    | X  | P  | X   | P   | P   |
| Laboratory                                                                                                           | P   | P    | C  | P  | X   | P   | P   |
| Landfill (sanitary, construction/demolition, inert waste)                                                            | X   | X    | X  | X  | X   | X   | C   |
| Landscaping company                                                                                                  | X   | X    | X  | P  | X   | P   | P   |
| Live/work unit                                                                                                       | C   | X    | C  | C  | P   | P   | P   |
| Lodging service (hotel, motel, motor hotel, inn)                                                                     | X   | C    | X  | P  | P   | X   | X   |
| Logging yard                                                                                                         | X   | X    | X  | X  | X   | X   | P   |
| Lumber yard                                                                                                          | X   | X    | X  | C  | X   | P   | P   |
| Machine shop                                                                                                         | X   | X    | X  | P  | X   | P   | P   |

| Use                                                                                                                             | O-P | INST | NS | HB               | CBD | M-1 | M-2 |
|---------------------------------------------------------------------------------------------------------------------------------|-----|------|----|------------------|-----|-----|-----|
| Manufactured home, "Class A"                                                                                                    | X   | X    | X  | X                | X   | X   | X   |
| Manufactured home other than "Class A"                                                                                          | X   | X    | X  | X                | X   | X   | X   |
| Manufactured home park                                                                                                          | X   | X    | X  | X                | X   | X   | X   |
| Manufacturing, ceramics                                                                                                         | X   | X    | X  | X                | X   | C   | P   |
| Manufacturing, cosmetics or toiletries                                                                                          | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling | X   | X    | X  | X                | X   | C   | C   |
| Manufacturing, electronics, camera, or photographic or communication equipment                                                  | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, instrument assembly                                                                                              | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, metal products                                                                                                   | X   | X    | X  | X                | X   | C   | P   |
| Manufacturing, pharmaceuticals and medical supplies                                                                             | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, textiles                                                                                                         | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, wood products                                                                                                    | X   | X    | X  | X                | X   | P   | P   |
| Manufacturing, processing, and assembling, within buildings, not otherwise specified                                            | X   | X    | X  | X                | X   | C   | C   |
| Marina                                                                                                                          | X   | C    | X  | P                | X   | X   | X   |
| Materials recovery facility                                                                                                     | X   | X    | X  | X                | X   | X   | C   |
| Micro-brewery                                                                                                                   | X   | X    | X  | X <sub>(1)</sub> | C   | X   | X   |
| Micro-distillery                                                                                                                | X   | X    | X  | X <sub>(1)</sub> | C   | X   | X   |
| Museum                                                                                                                          | P   | P    | P  | P                | P   | P   | P   |
| Office                                                                                                                          | P   | P    | P  | P                | P   | P   | P   |
| Office-warehouse                                                                                                                | X   | X    | X  | C                | X   | P   | P   |
| Open air business                                                                                                               | X   | X    | X  | P                | C   | C   | C   |
| Open storage yard (principal use)                                                                                               | X   | X    | X  | C                | X   | P   | P   |
| Package store                                                                                                                   | X   | X    | X  | P                | X   | X   | X   |
| Parking deck or structures, on-site or off-site                                                                                 | C   | C    | X  | P                | C   | C   | C   |
| Parking lot, off-site                                                                                                           | P   | P    | P  | P                | C   | P   | P   |
| Personal service establishment                                                                                                  | C   | C    | P  | P                | P   | P   | P   |
| Petroleum bulk storage site                                                                                                     | X   | X    | X  | X                | X   | X   | P   |
| Power plant, private                                                                                                            | X   | X    | X  | X                | X   | X   | C   |
| Public or semi-public use                                                                                                       | P   | P    | P  | P                | P   | P   | P   |
| Rail yard                                                                                                                       | X   | C    | X  | X                | X   | X   | P   |
| Railroad freight terminal                                                                                                       | X   | C    | X  | X                | X   | X   | P   |
| Recreational vehicle park                                                                                                       | X   | X    | X  | C                | X   | X   | X   |
| Recovered materials processing facility                                                                                         | X   | X    | X  | X                | X   | X   | C   |
| Recycling center                                                                                                                | X   | X    | X  | X                | X   | C   | C   |
| Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined                                | X   | C    | P  | P                | P   | P   | P   |
| Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined                                | X   | X    | X  | P                | X   | C   | C   |
| Retail trade establishment, enclosed                                                                                            | X   | X    | P  | P                | P   | P   | P   |
| Retreat center                                                                                                                  | P   | P    | X  | P                | X   | X   | X   |
| Riding academy or equestrian center                                                                                             | X   | X    | X  | P                | X   | C   | C   |
| Rooming or boarding house                                                                                                       | C   | X    | X  | C                | X   | X   | X   |
| Sawmill                                                                                                                         | X   | X    | X  | C                | X   | X   | P   |

| Use                                                        | O-P | INST | NS | HB | CBD | M-1 | M-2 |
|------------------------------------------------------------|-----|------|----|----|-----|-----|-----|
| School for the arts (Ord. 348-10; Ord. 348-11)             | P   | P    | C  | P  | C   | C   | C   |
| School, private, elementary, middle, or high (Ord. 348-11) | P   | P    | C  | C  | X   | C   | C   |
| School, professional (Ord. 348-11)                         | P   | P    | C  | P  | X   | C   | C   |
| School, special (Ord. 348-11)                              | P   | P    | X  | X  | X   | C   | C   |
| School, trade (Ord. 348-11)                                | C   | C    | X  | X  | X   | C   | C   |
| Self-service storage facility (mini-warehouse)             | X   | X    | X  | C  | X   | P   | P   |
| Service and fuel-filling station                           | X   | X    | X  | P  | X   | P   | P   |
| Showroom                                                   | X   | X    | X  | X  | X   | P   | P   |
| Slaughterhouse                                             | X   | X    | X  | X  | X   | X   | C   |
| Solid waste handling and/or transfer facility              | X   | X    | X  | X  | X   | X   | C   |
| Special event facility (Ord. 348-11)                       | C   | P    | C  | P  | X   | X   | X   |
| Taxi cab and limousine service                             | X   | X    | X  | X  | X   | X   | X   |
| Temporary use approved by the Zoning Administrator         | P   | P    | P  | P  | P   | P   | P   |
| Therapeutic camp                                           | X   | C    | X  | X  | X   | X   | X   |
| Tow service                                                | X   | X    | X  | P  | X   | C   | P   |
| Truck stop or truck terminal                               | X   | X    | X  | C  | X   | X   | P   |
| Utility company                                            | P   | P    | X  | P  | X   | P   | P   |
| Utility company substation                                 | P   | P    | P  | P  | P   | P   | P   |
| Vehicle emission testing facility                          | X   | X    | X  | P  | X   | P   | P   |
| Warehouse or storage building                              | X   | X    | X  | C  | X   | P   | P   |
| Water plant or wastewater treatment facility               | X   | X    | X  | X  | X   | X   | X   |
| Wholesale trade establishment                              | X   | X    | X  | C  | C   | P   | P   |
| Wireless telecommunications equipment                      | X   | C    | X  | C  | X   | C   | C   |
| Wireless telecommunications facility                       | X   | C    | X  | C  | X   | C   | C   |
| Wrecked motor vehicle compound                             | X   | X    | X  | C  | X   | X   | P   |
| Yoga Studio                                                | P   | P    | P  | P  | P   | P   | P   |

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

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

Table 9.2

Dimensional Requirements for Nonresidential Zoning Districts

| Dimensional Requirement (measurement unit)                                                                                            | O-P    | INST | NS                     | HB                                   | CBD    | M-1  | M-2  |
|---------------------------------------------------------------------------------------------------------------------------------------|--------|------|------------------------|--------------------------------------|--------|------|------|
| Maximum height (feet)                                                                                                                 | 35     | 45   | 35                     | 60                                   | Note 1 | 75   | 75   |
| Maximum height (number of stories)                                                                                                    | 3      | 3    | 3                      | 5                                    | Note 1 | 4    | 5    |
| Maximum density (units per acre)                                                                                                      | N/A    | N/A  | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum lot size for detached single family dwelling (square feet)                                                                    | N/A    | N/A  | N/A                    | N/A                                  | 7,000  | N/A  | N/A  |
| Minimum lot size for other uses (square feet)                                                                                         | 10,000 | None | None                   | None                                 | None   | None | None |
| Minimum lot width (feet)                                                                                                              | 75     | 75   | 90                     | None                                 | None   | 100  | 100  |
| Minimum heated floor area per dwelling unit (square feet)                                                                             | N/A    | N/A  | N/A                    | N/A                                  | 700    | 700  | 700  |
| Maximum heated floor area for other uses (square feet)                                                                                | None   | None | 2,500 per tenant space | None                                 | None   | None | None |
| Minimum front yard setback (feet)                                                                                                     | 25     | 40   | 25                     | None                                 | None   | 25   | 25   |
| Minimum side setback, interior lot line (feet)                                                                                        | 10     | 40   | 10                     | 10                                   | None   | 15   | 15   |
| Minimum side setback, corner lot (feet)                                                                                               | 15     | 40   | 15                     | 15                                   | None   | 25   | 25   |
| Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones                    | N/A    | 10   | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet) | N/A    | 5    | N/A                    | N/A                                  | N/A    | N/A  | N/A  |
| Minimum rear setback (feet)                                                                                                           | 20     | 40   | 20                     | 25                                   | None   | 25   | 25   |
| Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)                                                                | 25     | 50   | 40                     | 30                                   | None   | 60   | 60   |
| Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)                                                | 15     | 40   | 30                     | 30                                   | None   | 50   | 50   |
| Minimum landscape strip required along rights-of-way for any nonresidential or multi-family use (width in feet)                       | 10     | 25   | 10                     | 10 (None If built to front lot line) | None   | 30   | 30   |
| Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)                 | 5      | 15   | 5                      | None                                 | None   | None | None |

|                                         |    |    |    |    |      |      |      |
|-----------------------------------------|----|----|----|----|------|------|------|
| Maximum lot coverage (percent)          | 35 | 40 | 45 | 50 | None | None | None |
| Minimum landscaped open space (percent) | 25 | 20 | 15 | 15 | N/A  | 10   | 10   |

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

(Ord. No. 348-16, § 1 (Exh. A), 7-19-2018; Ord. No. 657, § 1(Exh. A), 12-16-2021; Ord. No. 714, § 1, 6-20-2024)



## FLOWERY BRANCH CITY COUNCIL



### EXECUTIVE SUMMARY

**SUBJECT:** Public Hearing and First Reading of Ordinance 735 to Add Definition of Net Density  
Article 2 and Amend Sections Where Density is Applicable

**COUNCIL MEETING DATE:** February 20, 2025

---

---

#### **HISTORY:**

This text amendment was presented to Council at a previous Work Session

---

---

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

The ordinance seeks to amend the definition of density in the code of ordinances by adding net density. Net density is determined by subtracting from the gross area the following conditions:

- 50% of any land identified as wetland
- 50% of any land identified as waters of the state including buffer zones
- 50% of any land identified as a flood hazard boundary
- 50% of any land within an electricity transmission easement or row
- 50% of any land within a gas transmission easement or row

The ordinance seeks to amend the dimensional requirements in Chart 8.2 as well as the dimensional requirements in Tables 6.2 and 7.2 to reflect the proposed addition to the density definition.

---

---

#### **OPTIONS:**

---

---

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

No

---

---

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

---

---

#### **RECOMMENDATION:**

Approval of Ordinance 735

---

---

#### **SAMPLE MOTION:**

I make a motion to pass Ordinance 735

---

---

#### **COLLABORATING DEPARTMENT:**

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper



---

---

## ATTACHMENTS

- [Ordinance 735 .pdf](#)

**ORDINANCE NO. 735**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. 735, TO REPLACE THE DEFINITION OF DENSITY IN ARTICLE 2 (DEFINITIONS AND INTERPRETATIONS) AS SHOWN ON ATTACHED EXHIBIT “A”. STRIKE IN ITS ENTIRETY CHART 8.2 (DIMENSIONAL REQUIREMENTS), WITHIN ARTICLE 8 (MIXED-USE DEVELOPMENT DISTRICT), TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 (AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), TABLE 7.2 (DIMENSIONAL REQUIREMENTS IN TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICTS) WITHIN ARTICLE 7 (TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT) TO BE REPLACED WITH CHART 8.2 (DIMENSIONAL REQUIREMENTS), WITHIN ARTICLE 8 (MIXED-USE DEVELOPMENT DISTRICT), TABLE 6.2 (DIMENSIONAL REQUIREMENTS FOR AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS) WITHIN ARTICLE 6 (AGRICULTURAL AND CONVENTIONAL RESIDENTIAL ZONING DISTRICTS), TABLE 7.2 (DIMENSIONAL REQUIREMENTS IN TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICTS) WITHIN ARTICLE 7 (TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT) AS SHOWN ON ATTACHED EXHIBIT “A”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the Zoning Ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

**SECTION 1. AMENDMENT.**

Add Net Density definition in Article 2 (Definitions and Interpretations) as shown on attached exhibit “A”. Strike in its entirety Chart 8.2 (Dimensional Requirements), within Article 8 (Mixed-Use Development District), Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts) within Article 6 (Agricultural and Conventional Residential Zoning Districts), Table 7.2 (Dimensional Requirements in Traditional Neighborhood development districts) within article 7 (TND, Traditional Neighborhood Development District) to be replaced with Chart 8.2 (Dimensional Requirements), within Article 8 (Mixed-Use Development District), Table 6.2 (Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts) within Article 6 (Agricultural and Conventional Residential Zoning Districts), Table 7.2 (Dimensional Requirements in Traditional Neighborhood development districts) within article 7 (TND, Traditional Neighborhood Development District) as shown on attached exhibit “A”

**SECTION 2. 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 3. EFFECTIVE DATE.**

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

**SECTION 4. REPEALER.**

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

Approved this 6<sup>th</sup> day of March, 2025.

---

Edward R. Asbridge, Mayor

ATTEST:

---

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

---

Ted Baggett, City Attorney

Exhibit "A"

**ARTICLE 2**

**Section 2.2. Design-Related Definitions.**

*Density*: The number of families, individuals, dwelling units or housing structures per unit of land. Gross density is determined by dividing the number of families, individuals, dwelling units or housing structures by the gross area of the land (i.e. all land within the boundaries of the particular area excluding nothing). Net density is determined by subtracting from the gross area the following conditions identified on the land:

- 50 percent of any land identified as a wetland; and
- 50 percent of any land identified waters of the state including the buffer zones; and
- 50 percent of any land identified as a flood hazard boundary; and
- 50 percent of any land within an electricity transmission easement or right-of-way; and
- 50 percent of any land within a gas transmission easement or right-of-way.

The result of this calculation is the net acreage. The net acreage is divided into the number of units to determine the net density.

**ARTICLE 6**

**Table 6.2 Dimensional Requirements for Agricultural and Conventional Residential Zoning Districts**

| Requirement (measurement unit)                                           | A       | R-1    | R-2    | MHP    |
|--------------------------------------------------------------------------|---------|--------|--------|--------|
| Maximum height (feet)                                                    | 75      | 35     | 35     | 35     |
| Maximum height (number of stories)                                       | 3       | 3      | 3      | 1      |
| Maximum density (Net)                                                    | 0.333 * | 2.18 * | 4 *    | 4 *    |
| Minimum lot size for detached single-family dwelling (square feet) (1)   | 130,680 | 20,000 | 15,000 | 10,000 |
| Minimum lot size for two-family dwelling (square feet) (1)               | N/A     | N/A    | N/A    | N/A    |
| Minimum lot size for other uses (square feet) (1)                        | 130,680 | 43,560 | 15,000 | 10,000 |
| Minimum lot width (feet)                                                 | 200     | 90     | 75     | 50     |
| Minimum heated floor area per dwelling unit (square feet)                | 1,500   | 2,200  | 1,800  | 1,000  |
| Minimum front yard setback from lot line, all principal buildings (feet) | 80      | 35     | 25     | 25     |
| Minimum side setback, interior lot line, all principal buildings (feet)  | 25      | 25     | 15     | 20     |
| Minimum side setback, corner lot, all principal buildings (feet)         | 60      | 35     | 25     | 20     |

|                                                                                                                                      |                                    |     |     |     |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----|-----|-----|
| Minimum rear setback, all principal buildings (feet)                                                                                 | 35                                 | 25  | 20  | 20  |
| Minimum setback, all principal or accessory buildings and structures abutting residential                                            | Side and rear setbacks shall apply | 50  |     |     |
| Minimum width of natural buffer abutting residential                                                                                 | None                               |     |     | 40  |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 15                                 | 15  | 10  | 10  |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | N/A                                | N/A | N/A | N/A |
| Minimum landscape strip required alongside property lines for any nonresidential use if permitted (width in feet)                    | 5                                  | 5   | 5   | 5   |
| Maximum coverage of principal and accessory buildings (percent of lot)                                                               | 25                                 | 25  | 35  | 50  |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)                          | 20                                 | 20  | 15  | 15  |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2.

- (1) Where an on-site sewage system is used, minimum lot size requirements of the Hall County Environmental Health Department shall be required and may exceed these minimums.

## ARTICLE 7

**Table 7.2 Dimensional Requirements in Traditional Neighborhood Development Districts**

| Requirement (measurement unit)                                                                                            | TND   |
|---------------------------------------------------------------------------------------------------------------------------|-------|
| Maximum height (feet)                                                                                                     | 30    |
| Maximum height (number of stories)                                                                                        | 3     |
| Maximum density (Net)                                                                                                     | 6.5*  |
| Minimum lot size for detached single-family dwelling (square feet)                                                        | 6,700 |
| Minimum lot size for other uses (square feet)                                                                             | 5,000 |
| Minimum lot width (feet)                                                                                                  | 40    |
| Minimum lot depth (feet)                                                                                                  | 80    |
| Minimum heated floor area per dwelling unit (square feet)                                                                 | 1,200 |
| Minimum front yard setback from lot line (feet)                                                                           | 0     |
| Minimum side setback, interior lot line or corner lot, all principal buildings (feet)                                     | 5     |
| Minimum rear setback, all principal buildings (feet)                                                                      | 25    |
| Rear setback for an accessory building when abutting an alley                                                             | None  |
| Minimum landscape strip required along right-of-ways for any nonresidential use if permitted (width in feet)              | 15    |
| Maximum coverage of impervious surface (percent of lot)                                                                   | 45    |
| Minimum landscaped open space, all principal uses except detached, single-family residential lots and townhomes (percent) | 20    |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2

## ARTICLE 8

**Chart 8.2 Dimensional Requirements**

| Requirement (measurement unit)                                                                                                       | MU                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Maximum density (Net)                                                                                                                | 50 acres or less - 6 *<br>50+ acres - 5 * |
| Minimum lot width, single-family detached (feet)                                                                                     | 50                                        |
| Minimum heated floor area per dwelling unit (square feet)                                                                            | 1,200                                     |
| Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)                                                            | None                                      |
| Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)                         | 25                                        |
| Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet) | 25                                        |
| Minimum landscape strip required alongside property lines for any nonresidential use if permitted (width in feet)                    | 25                                        |
| Minimum landscaped open space                                                                                                        | See Article 10                            |

\*Density shall be calculated per the definition of Net Density in Article 2 – Section 2.2