



**City of Flowery Branch
City Council Meeting
Thursday, April 06, 2023, 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:

NEW BUSINESS -WORK SESSION:

- Consider Resolution 23-006, A Proposed Ninety Day Moratorium on the acceptance of any applications or requests for Annexation, Rezoning, or Conditional Use Permits.
[Rezoning Application Moratorium.pdf](#)
- Task Order with ESG Engineering for Design Services for a New Roadway Roundabout at the Intersection of McEver Road and Gaines Ferry Road.
[Executive Summary - ESG Engineering task order roundabout.pdf](#)
[2023.03.03 - Engineering Proposal - Flowery Branch Round-a-Bout.pdf](#)
[F0002.006 C-BASE-PROP_2023-02-07 SITE 100.pdf](#)
- Change Order to Archer Western Contract for the Project, “Interim Improvements – Wastewater Treatment Plant”
[Executive Summary - Change Order Archer Western Interim Improvements WWTP.pdf](#)
[AW 222048-003 PCI#003Rev.1 - 16in SS Pipe council.pdf](#)
[FLOWERY BRANCH - 16IN SS PIPE LAYOUT.pdf](#)
- Establishment of an Investment Portal through Multi-Bank Securities, INC. (MBS) and eConnect Direct.
[Executive Summary - Investment Portal.pdf](#)
[Letter of Authorization Blank.pdf](#)
[City of Flowery Branch.pdf](#)
[ACH Authorization Agreement Blank.pdf](#)
[Flowery Branch Cash Account Application.pdf](#)

DEPARTMENT REPORTS: - a. City Manager Report

- b. City Clerk Report
- c. Community Relations Report
- d. Finance Department Report
- e. Planning Department Report
- f. Police Department Report
- g. Public Works & Utilities Report
- h. Attorney Report
- i. Council Report

ADJOURNMENT WORK SESSION:**VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:****PUBLIC COMMENTS:** - Please limit to two minutes**CONSENT AGENDA:**

- Consider March 16, 2023 City Council Meeting Minutes
[Unofficial March 16, 2023 City Council Meeting Minutes.pdf](#)
- Consider March 16, 2023 Executive Session Minutes
- Consider March 2023 Per Diem for Mayor Asbridge
[Mayor Per Diem - March 2023.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consider Resolution 23-006, A Proposed Ninety Day Moratorium on the acceptance of any applications or requests for Annexation, Rezoning, or Conditional Use Permits.
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[Flowery Branch Cash Account Application.pdf](#)

EXECUTIVE SESSION:**ADJOURNMENT:**

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 23-006, A Proposed Ninety Day Moratorium on the acceptance of any applications or requests for Annexation, Rezoning, or Conditional Use Permits.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

Mayor and City Council recognizing that the current zoning ordinance does not provide clear and concise directives regarding zoning district requirements requests a pause on the acceptance of land use applications allowing staff to review the ordinance and recommend useful changes.

FACTS AND ISSUES:

The moratorium will allow staff to work on some needed text amendments to the current zoning ordinance. These amendments may potentially impact zoning requirements that are considered as part of annexation, rezoning, and conditional use.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted

SAMPLE MOTION:

I make a motion to approve resolution #23-006.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Rezoning Application Moratorium.pdf](#)

RESOLUTION NO. 23-006

A RESOLUTION TO FACILITATE THE STUDY AND IMPROVEMENT OF THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP AND THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS OF THE CITY OF FLOWERY BRANCH

WHEREAS, O.C.G.A. § 36-35-3 authorizes each municipal corporation to adopt reasonable ordinances, resolutions or regulations relating to its property, affairs, and local government;

WHEREAS, the Charter of the City of Flowery Branch grants to the City all powers possible for a city to have under the present or future Constitution and laws of this State as fully and completely as though they were specifically enumerated in the Charter;

WHEREAS, the City Council desires to exercise this authority in adopting this Resolution; and

WHEREAS, the City Council desires to review its Comprehensive Plan, Future Land Use Map, Zoning Ordinances, Development Regulations and other ordinances regarding permitting, land use and development for the City in order to better serve the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council finds that it is in the public interest to impose a temporary moratorium on accepting annexation applications, rezoning applications and conditional use requests while said ordinances and regulations are being reviewed for the purpose of giving Flowery Branch the time to draft and enact and/or amend such regulations; and

WHEREAS, it is in the best interest of the City that no new annexation or rezoning applications or conditional use requests be considered while said regulations are being reviewed and/or amended;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Flowery Branch, Georgia that the City shall continue a comprehensive review of its Comprehensive Plan, Future Land Use Map, Zoning Ordinances and Development Regulations and related ordinances; and

IT IS FURTHER RESOLVED a moratorium be imposed on the acceptance of any applications or requests for annexation and applications for rezoning and conditional use requests for a period of 90 days from the date of execution of this Resolution through and including July 5, 2023 or the date that the City Council lifts this moratorium, whichever occurs first.

SO RESOLVED this 6th day of April, 2023.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

Approved as to form:

Karen G. Thomas, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Task Order with ESG Engineering for Design Services for a New Roadway Roundabout at the Intersection of McEver Road and Gaines Ferry Road.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

The City of Flowery Branch has seen a substantial increase in population with an even more substantial increase in traffic as the entire region has seen the same growth. With that growth, there are traffic improvements needed throughout Flowery Branch. One of the most notable intersection improvements is the intersection of McEver Road and Gaines Ferry Road.

FACTS AND ISSUES:

The master services agreement with ESG was signed July 21, 2022. Task orders under that agreement set funding amounts for professional services to be used as the city needs. The funding amount requested for this task order is \$150,000. The projects include but are not limited to: permitting, surveying, engineering plans, technical specifications, and contract documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$150,000 - Local Resources Fund

RECOMMENDATION:

Authorize a task order with ESG Engineering for design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road.

SAMPLE MOTION:

I make a motion to approve the attached task order with ESG Engineering for an amount not to exceed \$150,000.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - ESG Engineering task order roundabout.pdf](#)
- [2023.03.03 - Engineering Proposal - Flowery Branch Round-a-Bout.pdf](#)
- [F0002.006 C-BASE-PROP_2023-02-07 SITE 100.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Task Order for Professional Services for ESG Engineering, Inc.

DATE: March 21, 2023

BUDGET INFORMATION:

ANNUAL- No change

CAPITAL- \$150,000

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE: Authorizing a task order with ESG Engineering for design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road.

HISTORY: The City of Flowery Branch has seen a substantial increase in population with an even more substantial increase in traffic as the entire region has seen the same growth. With that growth, there are traffic improvements needed throughout Flowery Branch. One of the most notable intersection improvements is the intersection of McEver Road and Gaines Ferry Road.

FACTS AND ISSUES: The master services agreement with ESG was signed July 21, 2022. Task orders under that agreement set funding amounts for professional services to be used as the city needs. The funding amount requested for this task order is \$150,000. The projects include but are not limited to: permitting, surveying, engineering plans, technical specifications, and contract documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached task order with ESG Engineering for an amount not to exceed \$150,000.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between ESG Engineering, Inc. (ESG) and Flowery Branch, Georgia, by and through its City Council (the "City").

ESG's Address: 6400 Peake Road, Macon Georgia 31210

City's Address: P.O. Box 757, 5410 Pine Street, Flowery Branch, GA 30542

Project Name: McEver & Gaines Ferry Roundabout

Project Location: Flowery Branch, Georgia

ESG Project Number: F0002.006

1 SCOPE OF SERVICES

ESG, in conjunction with sub-consultants, will perform the following Scope of Services:

Task #1 – Engineering Design

ESG Engineering will provide professional engineering design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road in the City of Flowery Branch. This work scope Includes Permitting, Surveying, Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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 #2 – Construction Administration

This task includes preconstruction meeting coordination and attendance submittal reviews, site visits (2 per month budgeted), monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineer's certification of work complete.

Task #3 – Right-of-Way/Easement Procurement

Based on preliminary assessment of the proposed project, new easements and/or additional right-of-way are anticipated to be required, though the location, nature, and extents of these areas are undetermined at this time. This task will account for hourly work in support of obtaining these easements and/or additional right-of-way, including consulting, property deed research, and easement/ right-of-way exhibits and legal descriptions.

**Any additional work including, but not limited to, special permitting (Georgia Power, US Army Corp), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees.*

2 COMPENSATION

The City will compensate ESG as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according the applicable compensation terms of this Task Order.

Task 1 –Engineering Design Includes Field Survey, Construction Plans, Technical Specifications and Contract Documents, Permitting*, Bid Administration, and Contract Administration.	\$ 99,000 Lump Sum
Task 2 – Construction Administration Includes bid administration, contract administration, submittal reviews, site visits, monthly progress meetings, verification of construction progress and payment request approval, punch list meeting, and Engineer’s certification of work complete.	\$ 44,000 Lump Sum*
Task 3 – Right-of-Way/Easement Procurement Includes parcel deed research and verification, field survey as needed to locate property corners, and the drafting of exhibits and legal descriptions to support the acquisition of necessary easements and public right-of-way	Hourly- Not to Exceed \$6,000

** Resident Observation Services providing supplementing our Base Service Offering can be provided upon request*

3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

3.1 City-Furnished Data

The City will provide to ESG all data in the City’s possession relating to ESG’s performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3.2 Access to Facilities and Property

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

3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG’s services.

3.5 Timely Review

The City will examine ESG’s studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG’s performance, or of any defect in the work of ESG.

3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG’s cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

4 GENERAL LEGAL PROVISIONS

4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

4.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

4.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

4.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

4.6 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 Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

5 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Approved for the City of Flowery Branch, GA (Print and sign name)

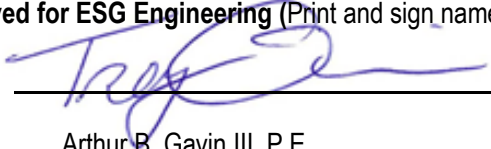
By _____

Name _____

Title _____

Date _____

Approved for ESG Engineering (Print and sign name)

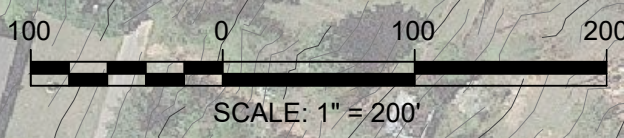
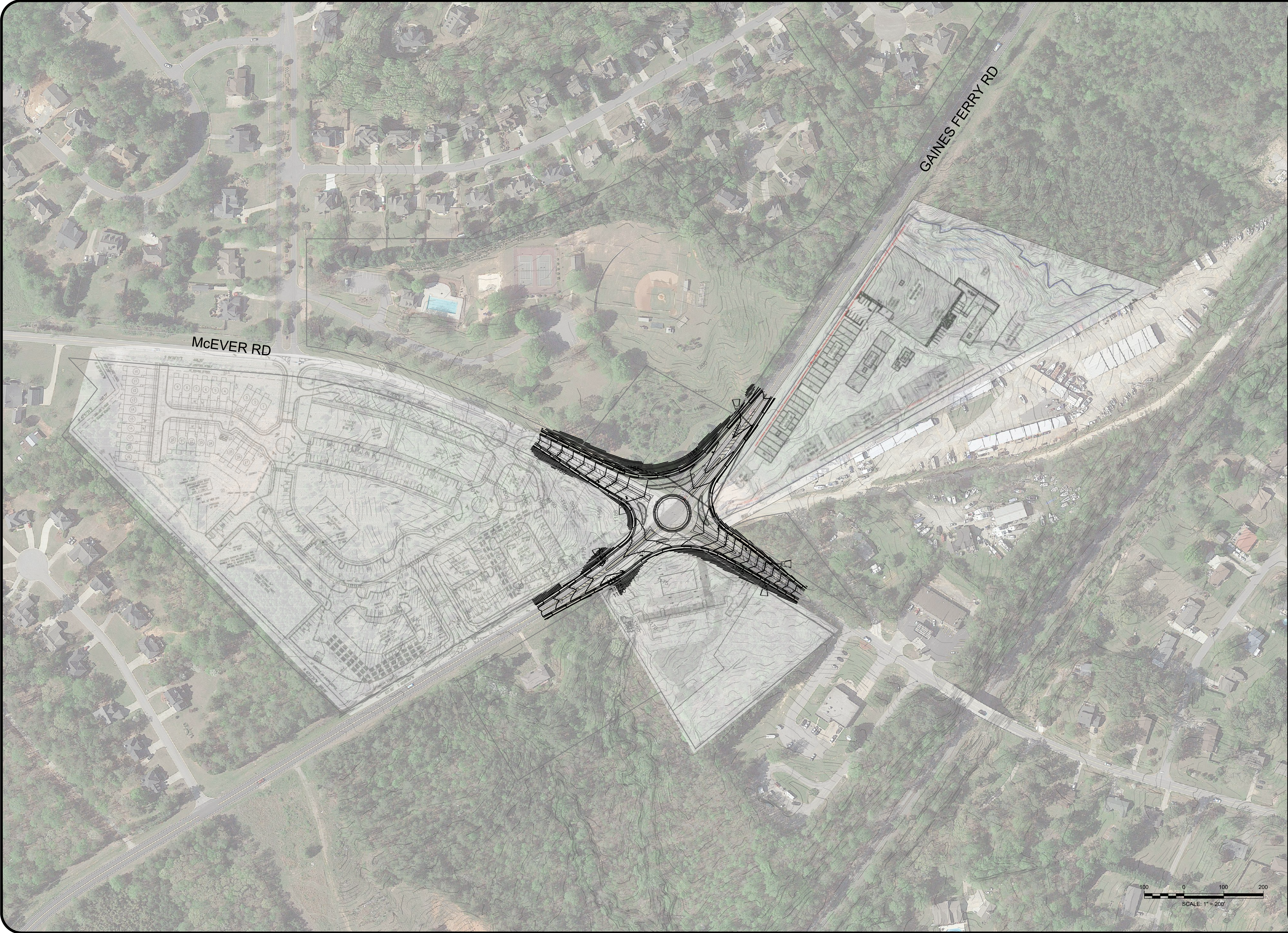
By  _____

Name Arthur B. Gavin III, P.E.

Title Principal/Senior Vice-President

Date 03/03/2023

Last Saved By: ENGESG012023 Plotted: 2/7/2023 1:44 PM
Drawing Path: Z:\Engineer Projects\F0002 - FLOWERY BRANCH, CITY OF\F0002.006 ROUND-A-BOUT\CAD\BASE\C-BASE-PROP-B.dwg





ESG ENGINEERING
6400 Peake Rd
Macon, GA 31210
PH: (478) 474-4996
Fax: (478) 474-5045

MCEVER ROAD AND
GAINES FERRY ROAD
ROUND-A-BOUT

FOR THE
CITY OF FLOWERY BRANCH

NO.	REVISIONS	DESCRIPTION	DATE

EXHIBIT

PRELIMINARY
NOT FOR
CONSTRUCTION

DRAWN BY: CKH
CHECKED BY: ABS
DATE: FEB 2023
SCALE:

CONTENT:

SHEET NO:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Change Order to Archer Western Contract for the Project, “Interim Improvements – Wastewater Treatment Plant”

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

During a recent major storm event, the area above the existing aeration header (buried) was inundated with storm water. As city operators inspected the flooded area during the event, major air leaks were noticed throughout the area between the blower house and the treatment process showing that the aged pipeline is no longer operating properly.

FACTS AND ISSUES:

Aeration is the most critical component in our treatment process, and this is the most critical pipeline that transports air from the source to where it is applied to wastewater. Since the city’s strategy is to continue to use this treatment facility even after the new one is constructed, replacement of such pipes is within our long-term plan and is recommended by staff and our consultants. The original pipeline materials are not typical for this type of use and therefore further investment in the existing pipe is not recommended. A new stainless steel aerial pipeline will be constructed and will have a considerably longer service life than the original buried iron pipeline.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$79,926.52 ARPA

RECOMMENDATION:

Authorize a change order for Archer Western for replacement of the main aeration header at the Flowery Branch Wastewater Treatment Facility.

SAMPLE MOTION:

I make a motion to approve the change order with Archer Western for an amount not to exceed \$79,926.52.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Change Order Archer Western Interim Improvements WWTP.pdf](#)
- [AW 222048-003 PCI#003Rev.1 - 16in SS Pipe council.pdf](#)
- [FLOWERY BRANCH - 16IN SS PIPE LAYOUT.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Change Order to Archer Western Contract for the Project, “Interim Improvements – Wastewater Treatment Plant”

DATE: March 21, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$0.00

() OTHER

CAPITAL- \$79,926,52

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE: Authorizing a change order for Archer Western for replacement of the main aeration header at the Flowery Branch Wastewater Treatment Facility.

HISTORY: During a recent major storm event, the area above the existing aeration header (buried) was inundated with storm water. As city operators inspected the flooded area during the event, major air leaks were noticed throughout the area between the blower house and the treatment process showing that the aged pipeline is no longer operating properly.

FACTS AND ISSUES: Aeration is the most critical component in our treatment process, and this is the most critical pipeline that transports air from the source to where it is applied to wastewater. Since the city’s strategy is to continue to use this treatment facility even after the new one is constructed, replacement of such pipes is within our long-term plan and is recommended by staff and our consultants. The original pipeline materials are not typical for this type of use and therefore further investment in the existing pipe is not recommended. A new stainless steel aerial pipeline will be constructed and will have a considerably longer service life than the original buried iron pipeline.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the change order with Archer Western for an amount not to exceed \$79,926.52.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish



AW 222048-004

March 21, 2023

Jake Dean, E.I.T
Black & Veatch
3 Ravinia Dr. NE
Atlanta, GA 30346

PROJECT: Flowery Branch WWTP Interim Improvements

CONTRACT NO: 410993

SUBJECT: PCI#003Rev.2 – New 16” SS Blower Discharge Piping

Dear Mr. Dean:

Archer Western Construction hereby submits updated pricing for PCI#003Rev.1 – New 16” SS Blower Discharge Piping in the amount of \$79,926.52. This proposal reflects the additional work associated with **design and installation** of a new 16” 304SS blower discharge line per the attached as-build drawing and proposed layout. This scope of work is only as specifically included in the attached proposal.

It is estimated that it will require approximately 50 calendar days to design, fabricate/ procure materials and perform the work at the project site after PCI approval. As part of the proposal approval process we respectfully request that the project substantial completion date be extended to May 12, 2023 and final completion date extended to May 26, 2023.

Due to volatile market conditions and in order to secure material pricing as quoted we request an expedited review and approval of this proposal. If acceptable, please provide a Change Order in accordance with Article 11 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

Pavel Mayfield
Digitally signed by Pavel Mayfield
DN: C=US,
E=pmayfield@walshgroup.com,
CN=Pavel Mayfield
Date: 2023.03.21 09:25:23-04'00'

Pavel Mayfield,
Program Manager

Summary Sheet
PCI #003Rev.2

SHEET NUMBER		TOTAL PER SHEET
# 1		\$ 79,926.52

TOTAL COST FOR PCI	\$ 79,926.52
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Notes:

1. Existing galvanized pipe header at blowers will be cut in horizontal plain before it turns down and flange coupling adapter with high temp gaskets will be installed to connect to new 16" SS pipe. Using FCA in lieu of welding new galvanized flange at this connection to address limited shut down time available. Should detailed planning allow for sufficient shut down time to install/ weld galvanized flange at this location - flange will be welded/ installed.
2. Existing DIP pipe inside the building will be capped with blind flange.
3. Existing DIP pipe outside the building will be abandoned in place - can cap with blind flange, but could consider grout fill as an alternative option
4. Design is estimated to take 10 days. Lead time for fabricated SS pipe between the order placement and delivery to project site is 30 days. Installation estimated to take 10 days. A total duration of 50 calendar days is estimated from PCI approval to completion of work.
5. SS pipe is quoted with SS back-up flanges, if DI back-up flanges are used savings of \$2,460 can be realized - see SS pipe quote for details
6. Assume the use of 6" diameter 304SS Stancion type pipe supports



BY: APD

REVISION

DATE

NO.

ARCHER WESTERN SKETCH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
6572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SCALE

LINE IS 2 INCHES
AT FULL SIZE

DATE: 01/24/2023

PROJ: 220098

DWG: 00

DRN BY: E. ESCAMILLA

OPTION NUMBER #2 (IN RED)

CENTER OF EXISTING
16 IN -DIP

CMU WALL

LOUVER

ELEC
CONTROL
PANEL

5'-3 1/8"

OPENING

CMU WALL

16 INCH -EXISTIN
-ELV 1087.69

Field weld with one
spool piece over
sized by 1'-00"

SS Pipe Scope

Flange Coupling
Adapter

CENTER OF EXISTING
16 IN -DIP

16 INCH -EXISTIN
CL-ELV 1092.333

45.000°

22.500°

45.000°

BY	APD	
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REVISION

DATE _____

No.

ARCHER WESTERN SKETCH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SCALE

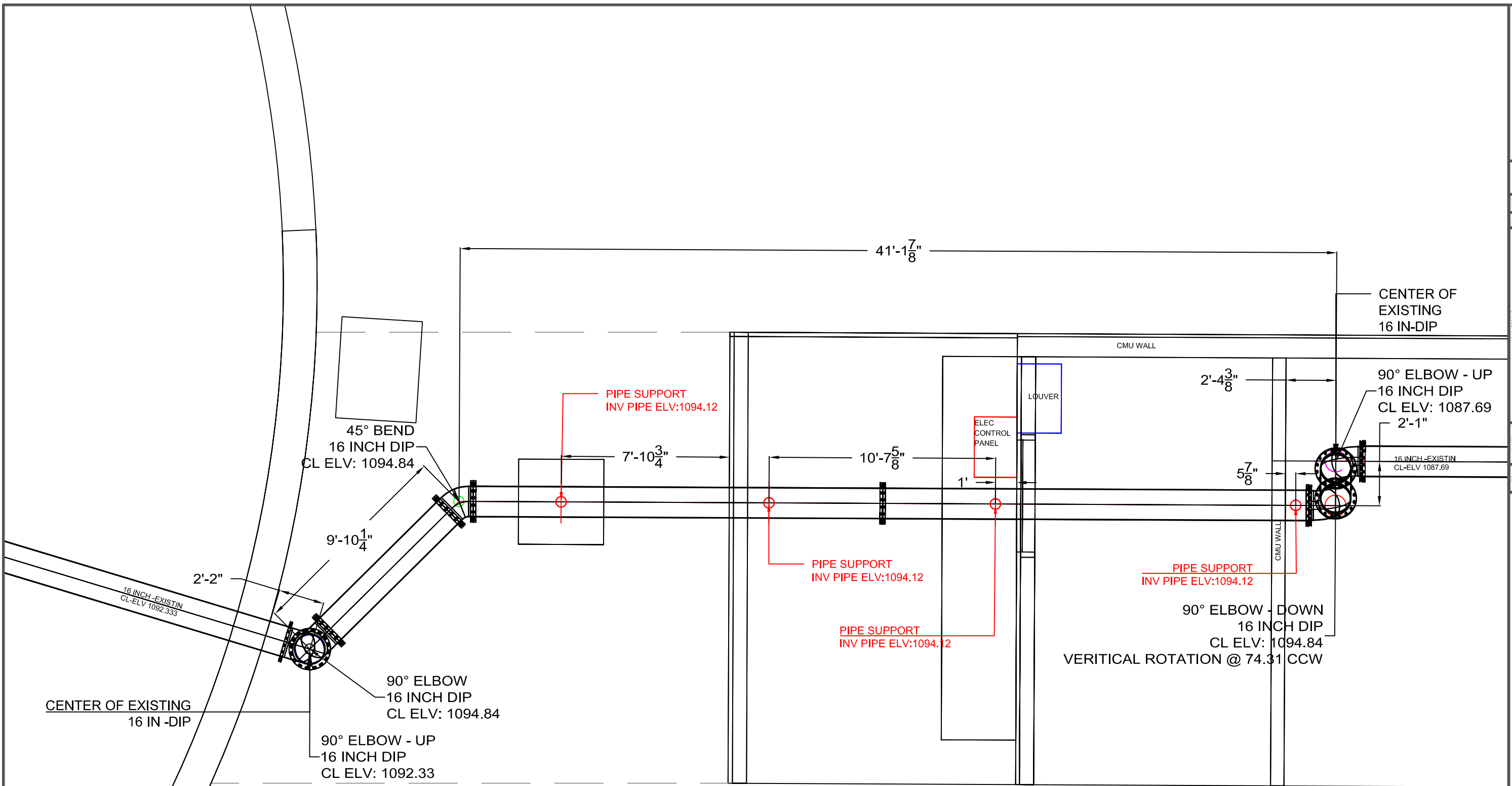
LINE IS 2 INCHES
AT FULL SIZE

DATE: 01/24/2023

PROJ: 220098

DWG: 02

DRN BY: E. ESCAMILLA





BY: APD

REVISION

DATE

NO.

ARCHER WESTERN SKETCH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SCALE

LINE IS 2 INCHES
AT FULL SIZE

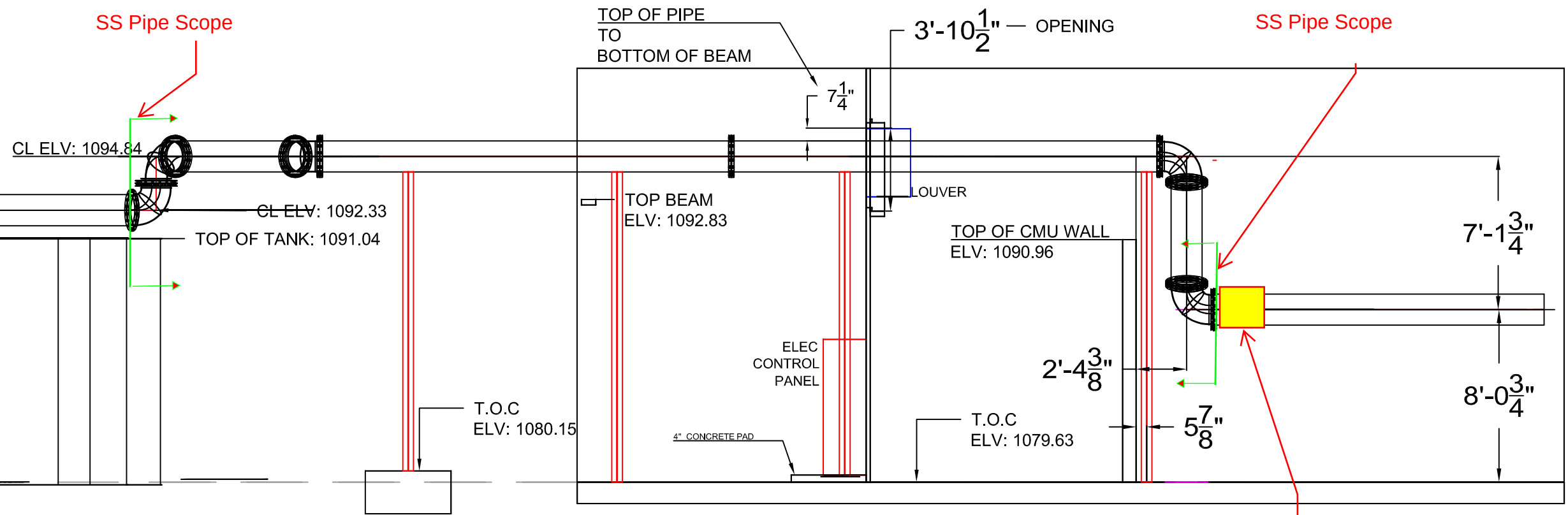
DATE: 01/24/2023

PROJ: 220098

DWG: 03

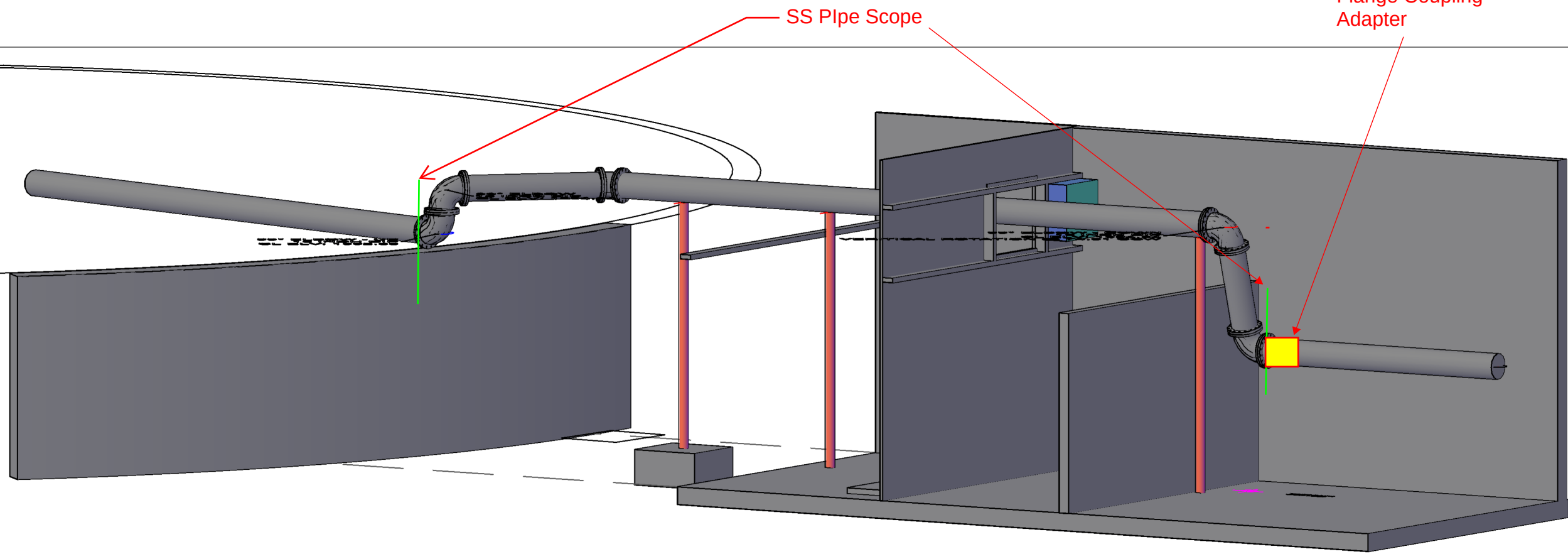
DRN BY: E. ESCAMILLA

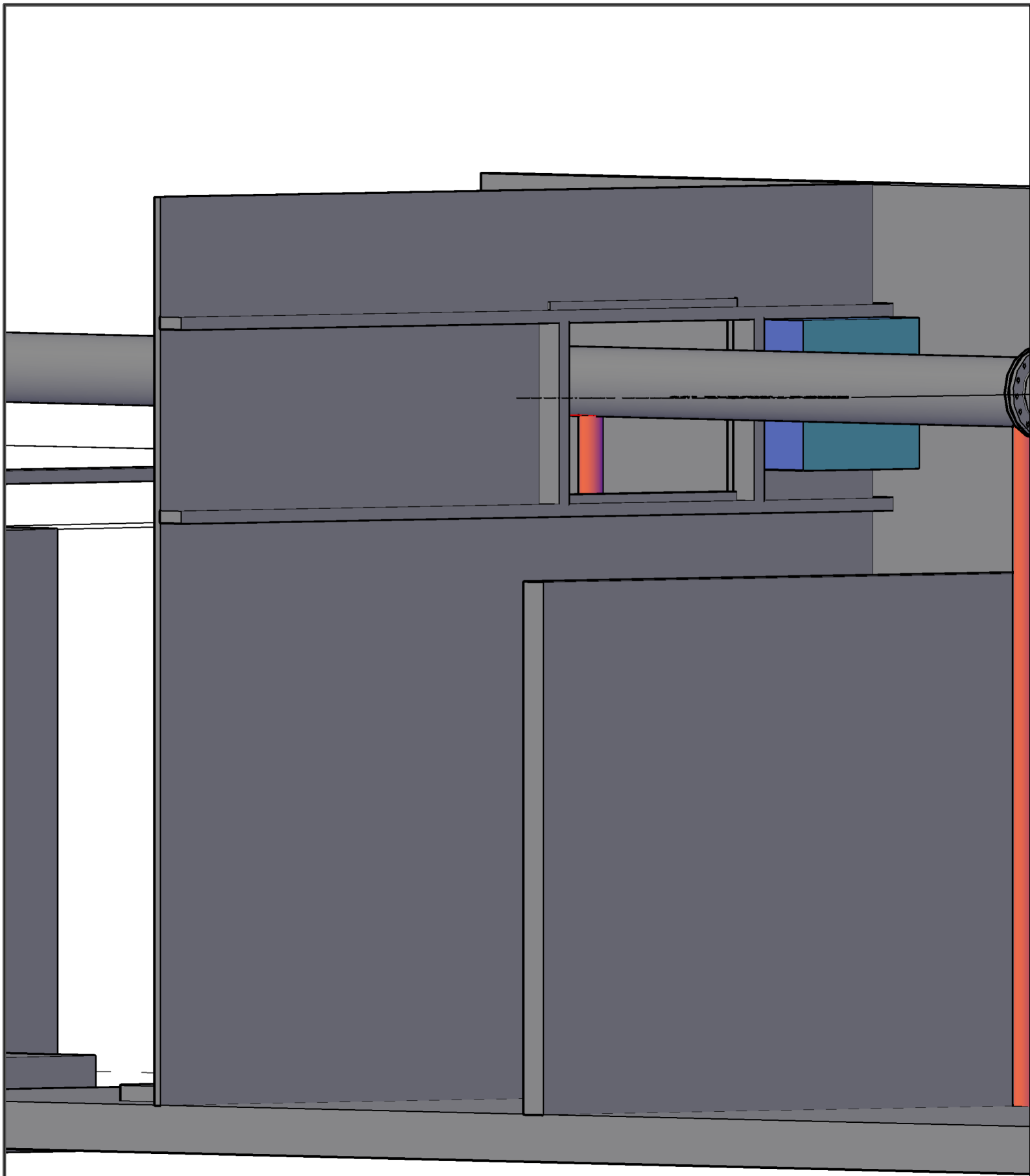
SS Pipe Scope



SS Pipe Scope

Flange Coupling Adapter





ARCHER WESTERN SKETCH

FLOWERY BRANCH
16 INCH PIPE

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

SCALE

LINE IS 2 INCHES
AT FULL SIZE

DATE: 01/24/2023

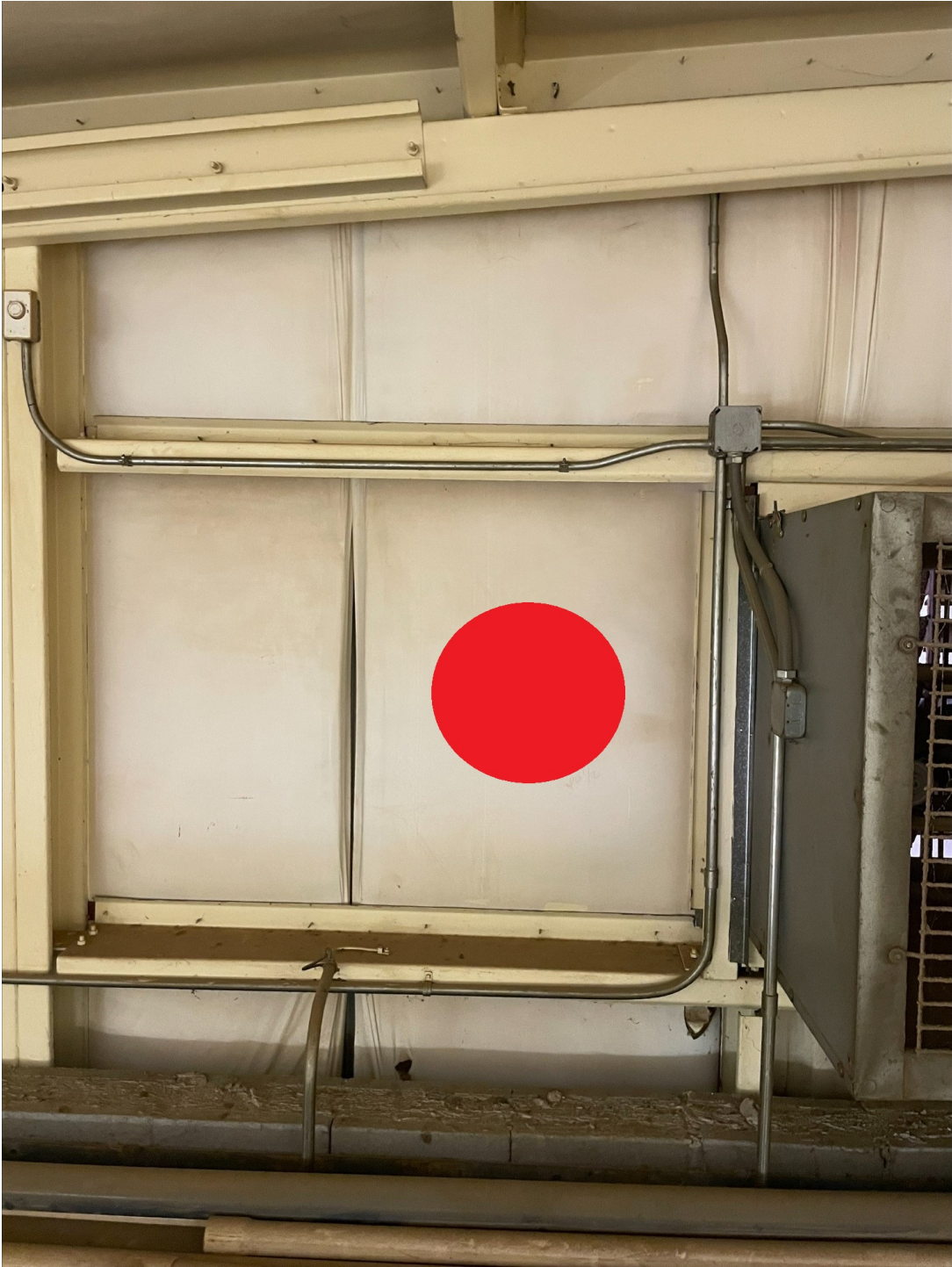
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BY: E. ESCAMILLA









FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Establishment of an Investment Portal through Multi-Bank Securities, INC. (MBS) and eConnect Direct.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

Historically, The City of Flowery Branch has invested idle funds in the Georgia Fund 1 investment pool and various bank accounts. Although this is a prudent method, other options are available to maximize the City's return on idle cash.

FACTS AND ISSUES:

In this current rising rate environment, it is prudent that the city explores different options to invest idle cash to maximize its return. To ensure city funds are generating a maximum return, the city staff looked at several options to help invest idle cash in accordance with the City's Investment Policy. It was determined that Multi-Bank Securities, Inc. (MBS) and eConnect Direct provided the best option. MBS will help us invest idle cash in a ladder approach to ensure liquidity is available and the eConnect Direct portal will allow us to manage these investments. All investments will be in accordance with the City's Investment Policy and there will be no cost to the city for this portal and management service.

OPTIONS:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

SAMPLE MOTION:

I make a motion to authorize the City Manager and Finance Director to sign all necessary documents for MBS and eConnect Direct.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Investment Portal.pdf](#)
- [Letter of Authorization Blank.pdf](#)
- [City of Flowery Branch.pdf](#)
- [ACH Authorization Agreement Blank.pdf](#)
- [Flowery Branch Cash Account Application.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Investment Portal.

DATE: April 6, 2023

(X)RECOMMENDATION

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

() POLICY DISCUSSION

() STATUS REPORT

() OTHER

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE:

To authorize the City Manager and Finance Director to sign necessary documents for an investment portal through Multi-Bank Securities, Inc. (MBS) and eConnect Direct portal.

HISTORY:

Historically, The City of Flowery Branch has invested idle funds in the Georgia Fund 1 investment pool and various bank accounts. Although, this is a prudent method, other options are available to maximize the City's return on idle cash.

FACTS AND ISSUES:

In this current rising rate environment, it is prudent that the City explore different options to invest idle cash to maximize its return. In an effort to ensure city funds are generating a maximum return, the city staff looked at several options to help invest idle cash in accordance with the City's Investment Policy. It was determined that Multi-Bank Securities, Inc. (MBS) and eConnect Direct provided the best option. MBS will help us invest idle cash in a ladder approach to ensure liquidity is available and the eConnect Direct portal will allow us to manage these investments. All investments will be in accordance with the City's Investment Policy and there will be no cost to the city for this portal and management service. Finance will provide updates of investment earnings on a quarterly basis to council.

OPTIONS:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

RECOMMENDED SAMPLE MOTION:

I make a motion to authorize the City Manager and Finance Director to sign all necessary documents for MBS and eConnect Direct.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



STANDING INSTRUCTIONS
LETTER OF AUTHORIZATION
(FED WIRES)

Date: _____

To: Multi-Bank Securities, Inc.

Account #: _____

Account Name: _____

Please accept these standing instructions as authorization to wire funds upon my verbal request from the above referenced account to:

Name of Bank: _____

City, State: _____

ABA #: _____

For Credit To: _____

Account #: _____

For Further Credit To: _____

FFC Account #: _____

*Signature _____ Date _____

**Signer must be an authorized person identified on the current Resolution document and NOT the signer of the Resolution document.*

Please note: If at any time authorization needs to change, contact your MBS account representative. Pershing will invalidate any wire instructions that have not been utilized over a 15-month period.



eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact	Joe Michalak	jmichalak@mbssecurities.com	(800) 967-9084
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

Powered by



MULTI-BANK SECURITIES, INC.®

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

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Member of FINRA & SIPC; MSRB Registered. eConnectDirect is a registered trademark of Multi-Bank Securities, Inc. All rights reserved.
eCD User Agreement.pdf 05.25.17

**LICENSING AGREEMENT****This Agreement is between:**

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

City of Flowery Branch

Account Holder

PO Box 757

Street Address

Flowery Branch, GA 30542

City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: ____ / ____ / 2022

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

ACCOUNT ADMINISTRATION:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: Matthew Hamby
 Title: Finance Director
 Phone: 470-798-0524
 Email: matthew.hamby@flowerybranchga.org

Secondary Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification City

User Access

- ☒ Investor
 - ☒ Securities
 - ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)
- ☐ Issuer
 - ☐ DTC-Eligible CDs (Brokerage Agreement Required)
 - ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)
- ☒ Securities Safekeeping Agent
 - ☒ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
 - ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

City of Flowery Branch

Account Holder

Signature

Matthew Hamby

Name

Finance Director

Title

Multi-Bank Securities, Inc.

Company

Signature

Tim Peacock

Name

Senior Vice President

Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL
Matthew Hamby	Finance Director	470-798-0524	matthew.hamby@flowerybranc hga.org

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ 0 _____ per year

eConnectDirect CD Listing Services: \$ Waived _____ per year

Special Notes/Instructions:



INSTITUTIONAL SUITABILITY CERTIFICATE FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ (1) A credit union with total assets of \$50 million or more (or any other entity with total assets in excess of \$50 million). If a credit union (or any other entity) has total assets LESS THAN \$50 million, check Box 4 and provide your most recent Investment Policy;
 - ☐ (2) A bank, savings and loan association, insurance company or registered investment company;
 - ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);
 - ☒ (4) MBS will determine suitability (Please provide your most recent Investment Policy).
2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
 3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
 4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

City of Flowery Branch

Institutional Account Name

Signature of Authorized Signatory

PO Box 757

Address

Name of Authorized Signatory

Flowery Branch, GA 30542

City, State, ZIP

Title of Authorized Signatory

U.S. Tax ID/EIN (If applicable)

Date

matthew.hamby@flowerybranchga.org

Email Address

470-798-0524

Phone

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

(800) 967-9045
(954) 351-6930

(954) 351-9197

Member of FINRA & SIPC; MSRB Registered.

Proudly Veteran-Owned!

Authorized Signers (Exhibit 1)

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of City of Flowery Branch a City _____ organized under the laws of the State of GA (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** City of Flowery Branch is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
Matthew Hamby	Finance Director	
_____	_____	_____
_____	_____	_____
_____	_____	_____

THEREFORE BE IT RESOLVED that City of Flowery Branch can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for City of Flowery Branch.

_____	_____	_____
Name	Title	Signature

IN WITNESS this _____ day of _____, 20_____.

_____	_____
Name	Signature

Please complete the following and return to Multi-Bank Securities, Inc. to begin the electronic transfer of funds between your brokerage account and your bank account. You may begin depositing funds into your brokerage account from your bank account, or send payments to your bank account from your brokerage account. All transactions are processed through the Automated Clearing House (ACH) system.

I. ACCOUNT INFORMATION
ACCOUNT TITLE: _____

ACCOUNT NUMBER:

R	M	B	—						
---	---	---	---	--	--	--	--	--	--

II. BANK ACCOUNT INFORMATION
ABA NUMBER: _____

DDA NUMBER: _____

BANK NAME: _____

CITY: _____

STATE: _____

ZIP: _____

ACCOUNT TYPE: ☐ CHECKING ☐ SAVINGS

I hereby authorize Pershing LLC to initiate credit/debit entries to the bank account indicated above and further authorize my bank to debit the same to such account.

This authority is to remain in full force and effect until Pershing has received written notification from me of its termination in such time and in such manner as to afford Pershing and my bank a reasonable opportunity to act on it. It is understood that if the systematic reinvestment system is selected, the purpose of this authorization is to provide a means of payment for purchases of securities through my investment professional or financial organization.

Please accept this form as verification that the registered name at _____ (Institution) has an account with the above registration and account information for debiting or crediting into the bank account.

(Must be signed by an authorized member of your firm whose signature is also on your submitted Corporate/Non-Corporate Resolution.)

AUTHORIZED SIGNER
NAME: _____

SIGNATURE: _____

DATE: _____

PLEASE SELECT YOUR ACH OPTIONS
ACH OPTIONS

- ☒ **ON-DEMAND** (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

(INITIALS) ☐ Allow Multi-Bank Securities, Inc. to debit your bank account at your request to cover settlements.

- ☐ **PERIODIC INCOME** This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

☐ SEMI-MONTHLY ☐ MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for "last day of the month", you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

For corporate accounts, a corporate resolution displaying the corporate stamp, and a letter from the corporation authorizing the specific transactions for which you are permitted to debit and credit the bank account, must accompany this authorization.

CASH ACCOUNT APPLICATION

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing.
ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT



MULTI-BANK SECURITIES, INC.®

Account Information	ACCOUNT NAME City of Flowery Branch		SOC. SEC. OR TAX I.D. NO. 58-0915163	
	BUSINESS ADDRESS 5410 Pine Street		CITY Flowery Branch	STATE GA
			ZIP 30542	
	ATTENTION Matthew Hamby			
	BUSINESS PHONE 770-967-6371		MAIL TO (Check one) ☒ Business ☐ Mailing ☐ P.O. Box	U.S. ENTITY ☒ Yes ☐ No
	FAX			
	MAILING ADDRESS (if different than Business Address)		CITY	STATE
ATTENTION				
HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY? ☐ Yes ☒ No If Yes, Request Trading Authorization Form and provide name of agent _____				
Bank or Brokerage Reference	NAME OF FIRM		BRANCH AND ACCOUNT NUMBER	
Account Type	☒ CASH (Customer Agreement on reverse side of this application) ☐ MARGIN (Request Margin and truth in Lending Agreements)			
	☐ LLC ☐ Trust (Trustee Certification Required) ☐ Partnership ☐ Corporation (Request Form) ☐ Option ☒ Other (Specify) Municipality			
Investment Profile	INVESTMENT OBJECTIVE			RISK TOLERANCE
	☒ Income: An investment approach in which an investor generally seeks current income over time. ☐ Long-Term Growth: An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time. ☐ Short-Term Growth: An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.			☒ Low ☐ Medium ☐ High
Service Instructions	WHEN SECURITIES ARE SOLD: ☐ Hold Proceeds ☒ Send Proceeds		DIVIDENDS: ☐ Hold ☒ Send	
	WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME _____		CONTACT YOUR BROKER FOR FREQUENCY OF "SEND" _____	
Municipal Bond Offerings	Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org/ Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? ☐ Yes ☒ No			
Taxpayer Certification	TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that:			
	☒ (1) the number shown on this form in Section III is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me); ☒ (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and ☒ (3) I am a U.S. citizen or other U.S. person (defined below).			
	CERTIFICATION INSTRUCTIONS: You must check Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), write the words "Exempt Payee" here: _____			
	Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (a) An individual who is a U.S. citizen or U.S. resident alien, (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) An estate (other than a foreign estate), or (d) A domestic trust (as defined in Regulations section 301.7701-7). The signature provided below is that of the primary account holder. Signature: _____ Date: _____			
Signatures	BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.			
	SIGNATURE 			DATE
For Office Use Only	ACCOUNT NO.	INTRODUCING REP. SIGNATURE	REP. NO.	DATE
	VERIFIED ☐ Yes ☐ No	BRANCH MGR. APPROVAL		DATE

CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following: (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
 - a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. The arbitrators do not have to explain the reason(s) for their award.
 - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority. ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns) WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 16, 2023 City Council Meeting Minutes

COUNCIL MEETING DATE: April 6, 2023

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 March 16, 2023 City Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, March 16, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

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

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Assistant City Clerk Nancy Rodriguez, Planning Director Rich Atkinson, Public Works and Utilities Director Bill Whidden, Finance Director Matthew Hamby, Community Relations Director Renee Carden, Police Chief Chris Hulsey, and City Attorney Karen Thomas.

Absent: None

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

MOTION: Oliver McClellan

SECOND: Joe Anglin

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

NAYS: None

Motion carried

NEW BUSINESS -WORK SESSION:

Consider Resolution 23-003 for Establishment of the Flowery Branch 457 Plan

Finance Director Hamby presented Resolution 23-003 for establishing the Flowery Branch 457 Plan.

To attract and retain highly qualified employees, city staff constantly evaluates the benefits provided to its employees. As we reviewed the current benefits package for insurance, we discussed the possibility of providing a 457 plan to our employees to attract and retain highly

qualified employees. City staff reviewed options provided by our current benefits provider NFP and GMA. It was determined that GMA would be the best option. The 457 plan through GMA will be offered as a voluntary election to city staff and council and will not come at any cost to the City. All costs will be incurred based on the employees' choices and deducted from returns generated on those investments. City staff feels that offering a 457 plan to its employees will help attract and retain highly qualified employees.

Council held a discussion with Director Hamby regarding the Flowery Branch 457 Plan.

DEPARTMENT REPORTS:

Community Relations Report:

Director Carden gave an update on the paving downtown. The sidewalks by the Depot are being paved currently.

Public Works and Utilities Report:

Director Whidden gave an update on the work being done at the Wastewater Treatment Plant. All the work has progressed very well in the past two weeks. The water tank is progressing well, and the base of the tank is done. The stem is being erected now on the ground and then will be craned in place soon. The water tank holds 250,000 gallons and is one hundred ninety feet tall.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:10 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:10 p.m.

PUBLIC COMMENTS:

Kelly McLincha, 5628 Church Street, Flowery Branch, Georgia 30542

Mr. McLincha thanked Director Whidden for the update on the Wastewater Treatment Plant.

Mark Weber, 6114 Stella Light Drive, Flowery Branch, Georgia 30542

Mr. Weber thanked Director Whidden for the update on the Wastewater Treatment Plant. He would like to see more updates regarding the Capital Projects app. He is concerned about code enforcement issues in the City.

CONSENT AGENDA:

- Consider March 2, 2023 City Council Meeting Minutes

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 Read of Ordinance 689; a request submitted by Mr. Morgan Hudgens to rezone a .75 +/- acre tract of land known as 5248 Gainesville Street from Residential, Detached Single-Family, Low-Density District (R-1) to Residential Multi-Family (R-3).

Attorney Thomas read the caption to Ordinance 689.

There was a motion made to approve the Second Reading of Ordinance 689.

MOTION: Oliver McClellan

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Council Member Anglin wanted to note the conditions for Ordinance 689 is restricted to one additional single-family detached home.

NEW BUSINESS - VOTING SESSION:

Consider Resolution 23-003 for Establishment of the Flowery Branch 457 Plan

There was a motion made to approve Resolution 23-003 for the establishment of the Flowery Branch 457 Plan.

MOTION: Chris Mundy

SECOND: Joe Anglin

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

NAYS: None

Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matter related to certain personnel issues, and for matters related to pending or potential litigation at 6:17 p.m.

MOTION: Joe Anglin

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 7:05 p.m.

MOTION: Joe Anglin

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 at 7:05 p.m.

MOTION: Oliver McClellan

SECOND: Joe Anglin

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 16, 2023 Executive Session Minutes

COUNCIL MEETING DATE: April 6, 2023

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: Consider March 2023 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: April 6, 2023

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

- [Mayor Per Diem - March 2023.pdf](#)



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

Name: Mayor Edward Asbridge Month/Year: March 2023

Meeting Date	Description of Meeting
March 10, 2023	Chamber Meeting EDC – Oakwood City Hall
March 22, 2023	Chamber - Issues Committee
March 23, 2023	Chamber Board of Directors Meeting, Civic Center

My signature certifies that I am eligible to be paid for 3 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 \$150.00

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 23-006, A Proposed Ninety Day Moratorium on the acceptance of any applications or requests for Annexation, Rezoning, or Conditional Use Permits.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

Mayor and City Council recognizing that the current zoning ordinance does not provide clear and concise directives regarding zoning district requirements requests a pause on the acceptance of land use applications allowing staff to review the ordinance and recommend useful changes.

FACTS AND ISSUES:

The moratorium will allow staff to work on some needed text amendments to the current zoning ordinance. These amendments may potentially impact zoning requirements that are considered as part of annexation, rezoning, and conditional use.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted

SAMPLE MOTION:

I make a motion to approve resolution #23-006.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Rezoning Application Moratorium.pdf](#)

RESOLUTION NO. 23-006

A RESOLUTION TO FACILITATE THE STUDY AND IMPROVEMENT OF THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP AND THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS OF THE CITY OF FLOWERY BRANCH

WHEREAS, O.C.G.A. § 36-35-3 authorizes each municipal corporation to adopt reasonable ordinances, resolutions or regulations relating to its property, affairs, and local government;

WHEREAS, the Charter of the City of Flowery Branch grants to the City all powers possible for a city to have under the present or future Constitution and laws of this State as fully and completely as though they were specifically enumerated in the Charter;

WHEREAS, the City Council desires to exercise this authority in adopting this Resolution; and

WHEREAS, the City Council desires to review its Comprehensive Plan, Future Land Use Map, Zoning Ordinances, Development Regulations and other ordinances regarding permitting, land use and development for the City in order to better serve the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council finds that it is in the public interest to impose a temporary moratorium on accepting annexation applications, rezoning applications and conditional use requests while said ordinances and regulations are being reviewed for the purpose of giving Flowery Branch the time to draft and enact and/or amend such regulations; and

WHEREAS, it is in the best interest of the City that no new annexation or rezoning applications or conditional use requests be considered while said regulations are being reviewed and/or amended;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Flowery Branch, Georgia that the City shall continue a comprehensive review of its Comprehensive Plan, Future Land Use Map, Zoning Ordinances and Development Regulations and related ordinances; and

IT IS FURTHER RESOLVED a moratorium be imposed on the acceptance of any applications or requests for annexation and applications for rezoning and conditional use requests for a period of 90 days from the date of execution of this Resolution through and including July 5, 2023 or the date that the City Council lifts this moratorium, whichever occurs first.

SO RESOLVED this 6th day of April, 2023.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

Approved as to form:

Karen G. Thomas, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Task Order with ESG Engineering for Design Services for a New Roadway Roundabout at the Intersection of McEver Road and Gaines Ferry Road.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

The City of Flowery Branch has seen a substantial increase in population with an even more substantial increase in traffic as the entire region has seen the same growth. With that growth, there are traffic improvements needed throughout Flowery Branch. One of the most notable intersection improvements is the intersection of McEver Road and Gaines Ferry Road.

FACTS AND ISSUES:

The master services agreement with ESG was signed July 21, 2022. Task orders under that agreement set funding amounts for professional services to be used as the city needs. The funding amount requested for this task order is \$150,000. The projects include but are not limited to: permitting, surveying, engineering plans, technical specifications, and contract documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$150,000 - Local Resources Fund

RECOMMENDATION:

Authorize a task order with ESG Engineering for design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road.

SAMPLE MOTION:

I make a motion to approve the attached task order with ESG Engineering for an amount not to exceed \$150,000.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - ESG Engineering task order roundabout.pdf](#)
- [2023.03.03 - Engineering Proposal - Flowery Branch Round-a-Bout.pdf](#)
- [F0002.006 C-BASE-PROP_2023-02-07 SITE 100.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Task Order for Professional Services for ESG Engineering, Inc.

DATE: March 21, 2023

BUDGET INFORMATION:

ANNUAL- No change

CAPITAL- \$150,000

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE: Authorizing a task order with ESG Engineering for design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road.

HISTORY: The City of Flowery Branch has seen a substantial increase in population with an even more substantial increase in traffic as the entire region has seen the same growth. With that growth, there are traffic improvements needed throughout Flowery Branch. One of the most notable intersection improvements is the intersection of McEver Road and Gaines Ferry Road.

FACTS AND ISSUES: The master services agreement with ESG was signed July 21, 2022. Task orders under that agreement set funding amounts for professional services to be used as the city needs. The funding amount requested for this task order is \$150,000. The projects include but are not limited to: permitting, surveying, engineering plans, technical specifications, and contract documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached task order with ESG Engineering for an amount not to exceed \$150,000.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between ESG Engineering, Inc. (ESG) and Flowery Branch, Georgia, by and through its City Council (the "City").

ESG's Address: 6400 Peake Road, Macon Georgia 31210

City's Address: P.O. Box 757, 5410 Pine Street, Flowery Branch, GA 30542

Project Name: McEver & Gaines Ferry Roundabout

Project Location: Flowery Branch, Georgia

ESG Project Number: F0002.006

1 SCOPE OF SERVICES

ESG, in conjunction with sub-consultants, will perform the following Scope of Services:

Task #1 – Engineering Design

ESG Engineering will provide professional engineering design services for a new roadway roundabout at the intersection of McEver Road and Gaines Ferry Road in the City of Flowery Branch. This work scope Includes Permitting, Surveying, Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will account for demolition of the existing roadway/intersection, geometric layout of the new roundabout and roadway/lane configuration (including center island, bypass lanes, and approach/departure lanes), roadway pavement section, grading, storm drainage, relocation of existing utilities, erosion & sedimentation control measures, and traffic control. 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 #2 – Construction Administration

This task includes preconstruction meeting coordination and attendance submittal reviews, site visits (2 per month budgeted), monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineer's certification of work complete.

Task #3 – Right-of-Way/Easement Procurement

Based on preliminary assessment of the proposed project, new easements and/or additional right-of-way are anticipated to be required, though the location, nature, and extents of these areas are undetermined at this time. This task will account for hourly work in support of obtaining these easements and/or additional right-of-way, including consulting, property deed research, and easement/ right-of-way exhibits and legal descriptions.

**Any additional work including, but not limited to, special permitting (Georgia Power, US Army Corp), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees.*

2 COMPENSATION

The City will compensate ESG as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according the applicable compensation terms of this Task Order.

Task 1 –Engineering Design Includes Field Survey, Construction Plans, Technical Specifications and Contract Documents, Permitting*, Bid Administration, and Contract Administration.	\$ 99,000 Lump Sum
Task 2 – Construction Administration Includes bid administration, contract administration, submittal reviews, site visits, monthly progress meetings, verification of construction progress and payment request approval, punch list meeting, and Engineer’s certification of work complete.	\$ 44,000 Lump Sum*
Task 3 – Right-of-Way/Easement Procurement Includes parcel deed research and verification, field survey as needed to locate property corners, and the drafting of exhibits and legal descriptions to support the acquisition of necessary easements and public right-of-way	Hourly- Not to Exceed \$6,000

** Resident Observation Services providing supplementing our Base Service Offering can be provided upon request*

3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

3.1 City-Furnished Data

The City will provide to ESG all data in the City’s possession relating to ESG’s performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3.2 Access to Facilities and Property

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

3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG’s services.

3.5 Timely Review

The City will examine ESG’s studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG’s performance, or of any defect in the work of ESG.

3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG’s cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

4 GENERAL LEGAL PROVISIONS

4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

4.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

4.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

4.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

4.6 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 Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

5 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Approved for the City of Flowery Branch, GA (Print and sign name)

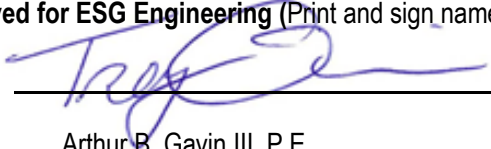
By _____

Name _____

Title _____

Date _____

Approved for ESG Engineering (Print and sign name)

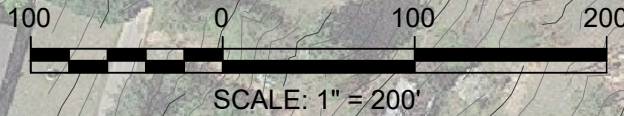
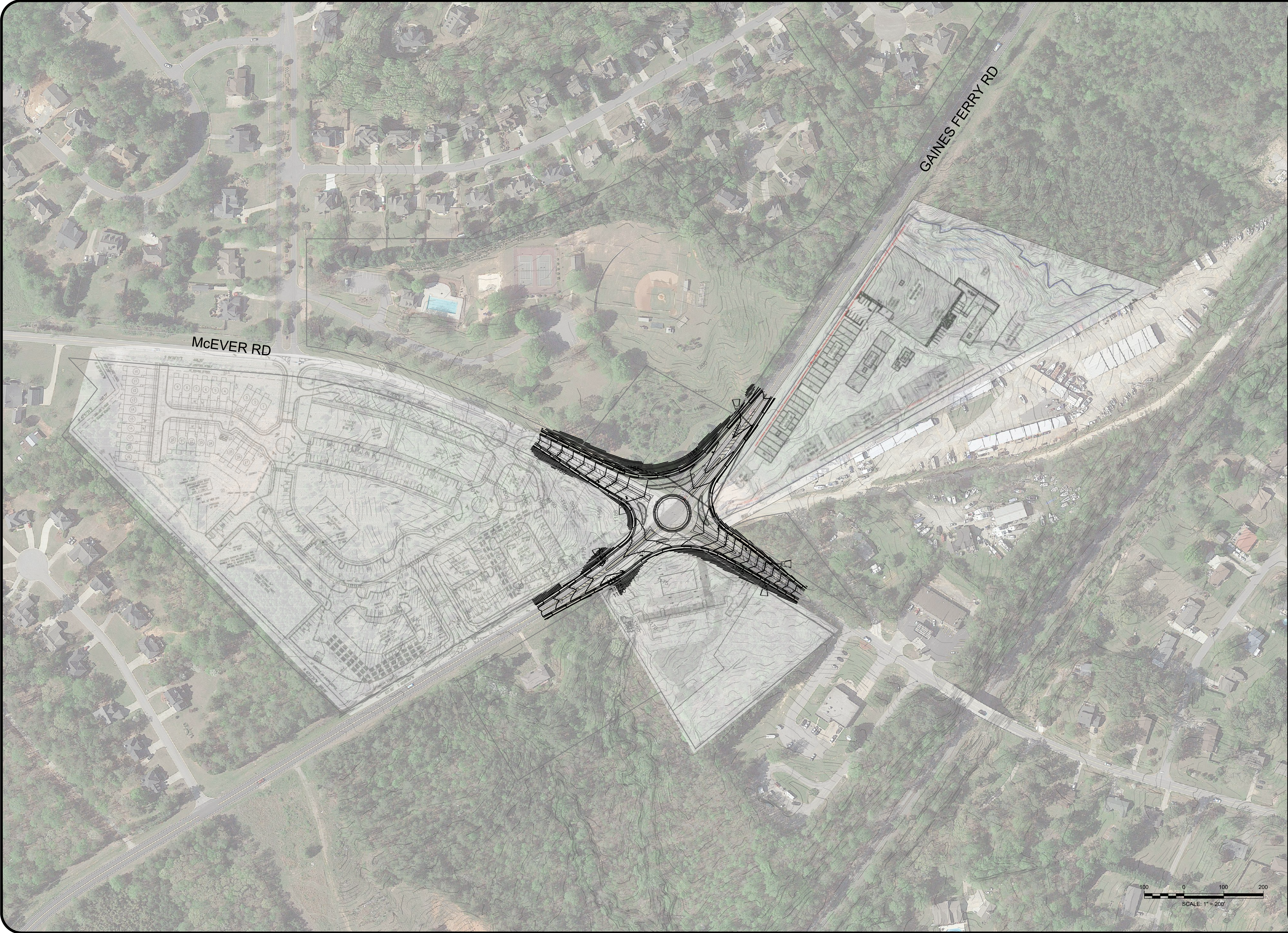
By  _____

Name Arthur B. Gavin III, P.E.

Title Principal/Senior Vice-President

Date 03/03/2023

Last Saved By: ENGESG012023 Plotted: 2/7/2023 1:44 PM
Drawing Path: Z:\Engineer Projects\F0002 - FLOWERY BRANCH, CITY OF\F0002.006 ROUND-A-BOUT\CAD\BASE\C-BASE-PROP-B.dwg





ESG ENGINEERING
6400 Peake Rd
Macon, GA 31210
PH: (478) 474-4996
Fax: (478) 474-5045

MCEVER ROAD AND
GAINES FERRY ROAD
ROUND-A-BOUT
FOR THE
CITY OF FLOWERY BRANCH

REVISIONS	NO.	DESCRIPTION	DATE

EXHIBIT

PRELIMINARY
NOT FOR
CONSTRUCTION

DRAWN BY: CKH
CHECKED BY: ABS
DATE: FEB 2023
SCALE:

DRAWN BY: CKH
CHECKED BY: ABS
DATE: FEB 2023
SCALE:

CONTENT:

SHEET NO:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Change Order to Archer Western Contract for the Project, “Interim Improvements – Wastewater Treatment Plant”

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

During a recent major storm event, the area above the existing aeration header (buried) was inundated with storm water. As city operators inspected the flooded area during the event, major air leaks were noticed throughout the area between the blower house and the treatment process showing that the aged pipeline is no longer operating properly.

FACTS AND ISSUES:

Aeration is the most critical component in our treatment process, and this is the most critical pipeline that transports air from the source to where it is applied to wastewater. Since the city’s strategy is to continue to use this treatment facility even after the new one is constructed, replacement of such pipes is within our long-term plan and is recommended by staff and our consultants. The original pipeline materials are not typical for this type of use and therefore further investment in the existing pipe is not recommended. A new stainless steel aerial pipeline will be constructed and will have a considerably longer service life than the original buried iron pipeline.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$79,926.52 ARPA

RECOMMENDATION:

Authorize a change order for Archer Western for replacement of the main aeration header at the Flowery Branch Wastewater Treatment Facility.

SAMPLE MOTION:

I make a motion to approve the change order with Archer Western for an amount not to exceed \$79,926.52.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Change Order Archer Western Interim Improvements WWTP.pdf](#)
- [AW 222048-003 PCI#003Rev.1 - 16in SS Pipe council.pdf](#)
- [FLOWERY BRANCH - 16IN SS PIPE LAYOUT.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Change Order to Archer Western Contract for the Project, “Interim Improvements – Wastewater Treatment Plant”

DATE: March 21, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$0.00

() OTHER

CAPITAL- \$79,926,52

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE: Authorizing a change order for Archer Western for replacement of the main aeration header at the Flowery Branch Wastewater Treatment Facility.

HISTORY: During a recent major storm event, the area above the existing aeration header (buried) was inundated with storm water. As city operators inspected the flooded area during the event, major air leaks were noticed throughout the area between the blower house and the treatment process showing that the aged pipeline is no longer operating properly.

FACTS AND ISSUES: Aeration is the most critical component in our treatment process, and this is the most critical pipeline that transports air from the source to where it is applied to wastewater. Since the city’s strategy is to continue to use this treatment facility even after the new one is constructed, replacement of such pipes is within our long-term plan and is recommended by staff and our consultants. The original pipeline materials are not typical for this type of use and therefore further investment in the existing pipe is not recommended. A new stainless steel aerial pipeline will be constructed and will have a considerably longer service life than the original buried iron pipeline.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the change order with Archer Western for an amount not to exceed \$79,926.52.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish



AW 222048-004

March 21, 2023

Jake Dean, E.I.T
Black & Veatch
3 Ravinia Dr. NE
Atlanta, GA 30346

PROJECT: Flowery Branch WWTP Interim Improvements

CONTRACT NO: 410993

SUBJECT: PCI#003Rev.2 – New 16” SS Blower Discharge Piping

Dear Mr. Dean:

Archer Western Construction hereby submits updated pricing for PCI#003Rev.1 – New 16” SS Blower Discharge Piping in the amount of \$79,926.52. This proposal reflects the additional work associated with **design and installation** of a new 16” 304SS blower discharge line per the attached as-build drawing and proposed layout. This scope of work is only as specifically included in the attached proposal.

It is estimated that it will require approximately 50 calendar days to design, fabricate/ procure materials and perform the work at the project site after PCI approval. As part of the proposal approval process we respectfully request that the project substantial completion date be extended to May 12, 2023 and final completion date extended to May 26, 2023.

Due to volatile market conditions and in order to secure material pricing as quoted we request an expedited review and approval of this proposal. If acceptable, please provide a Change Order in accordance with Article 11 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

Pavel Mayfield
Digitally signed by Pavel Mayfield
DN: C=US,
E=pmayfield@walshgroup.com,
CN=Pavel Mayfield
Date: 2023.03.21 09:25:23-04'00'

Pavel Mayfield,
Program Manager

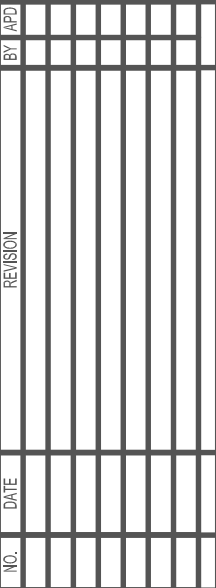
Summary Sheet
PCI #003Rev.2

SHEET NUMBER		TOTAL PER SHEET
# 1		\$ 79,926.52

TOTAL COST FOR PCI	\$ 79,926.52
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Notes:

1. Existing galvanized pipe header at blowers will be cut in horizontal plain before it turns down and flange coupling adapter with high temp gaskets will be installed to connect to new 16" SS pipe. Using FCA in lieu of welding new galvanized flange at this connection to address limited shut down time available. Should detailed planning allow for sufficient shut down time to install/ weld galvanized flange at this location - flange will be welded/ installed.
2. Existing DIP pipe inside the building will be capped with blind flange.
3. Existing DIP pipe outside the building will be abandoned in place - can cap with blind flange, but could consider grout fill as an alternative option
4. Design is estimated to take 10 days. Lead time for fabricated SS pipe between the order placement and delivery to project site is 30 days. Installation estimated to take 10 days. A total duration of 50 calendar days is estimated from PCI approval to completion of work.
5. SS pipe is quoted with SS back-up flanges, if DI back-up flanges are used savings of \$2,460 can be realized - see SS pipe quote for details
6. Assume the use of 6" diameter 304SS Stancion type pipe supports



– CENTER OF EXISTING
16 IN -DIP

– OPENING

CENTER OF EXISTING
16 IN -DIP

SS Pipe Scope

Flange Coupling Adapter

ARCHER WESTERN SKETCH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SCALE

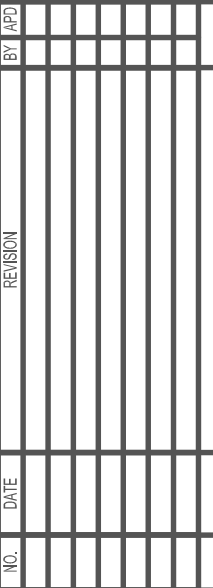
LINE IS 2 INCHES
AT FULL SIZE

DATE: 01/24/2023

PROJ: 220098

DWG: 00

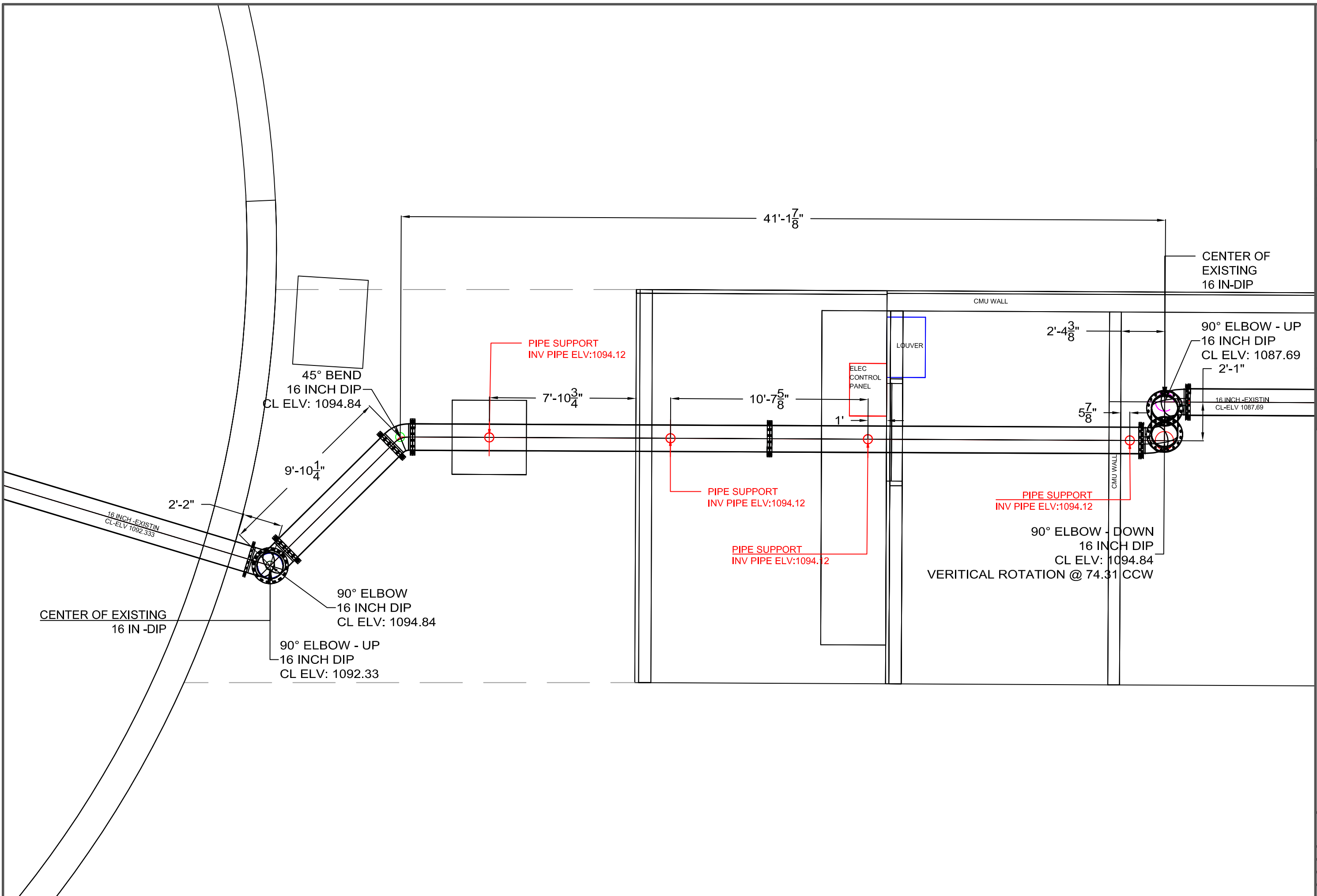
DRN BY: E. ESCAMILLA



FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

SCALE

DRN BY: E. ESCAMILLA





BY: APD

REVISION

DATE

NO.

ARCHER WESTERN SKETCH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SCALE

LINE IS 2 INCHES
AT FULL SIZE

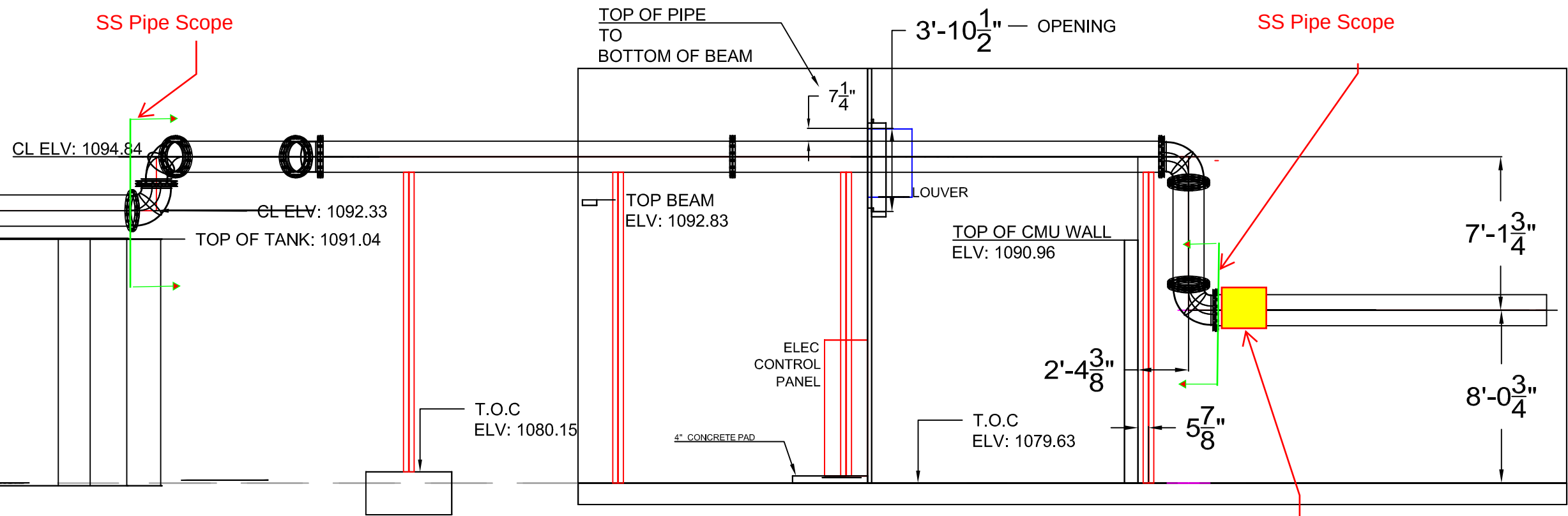
DATE: 01/24/2023

PROJ: 220098

DWG: 03

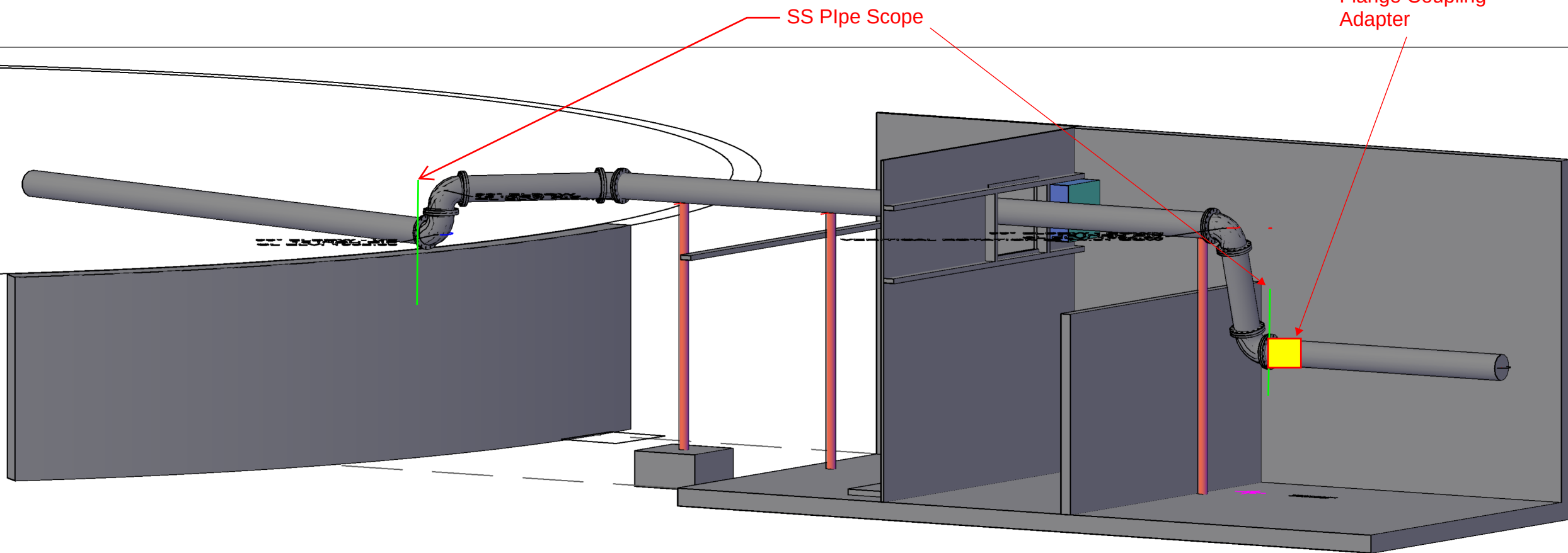
DRN BY: E. ESCAMILLA

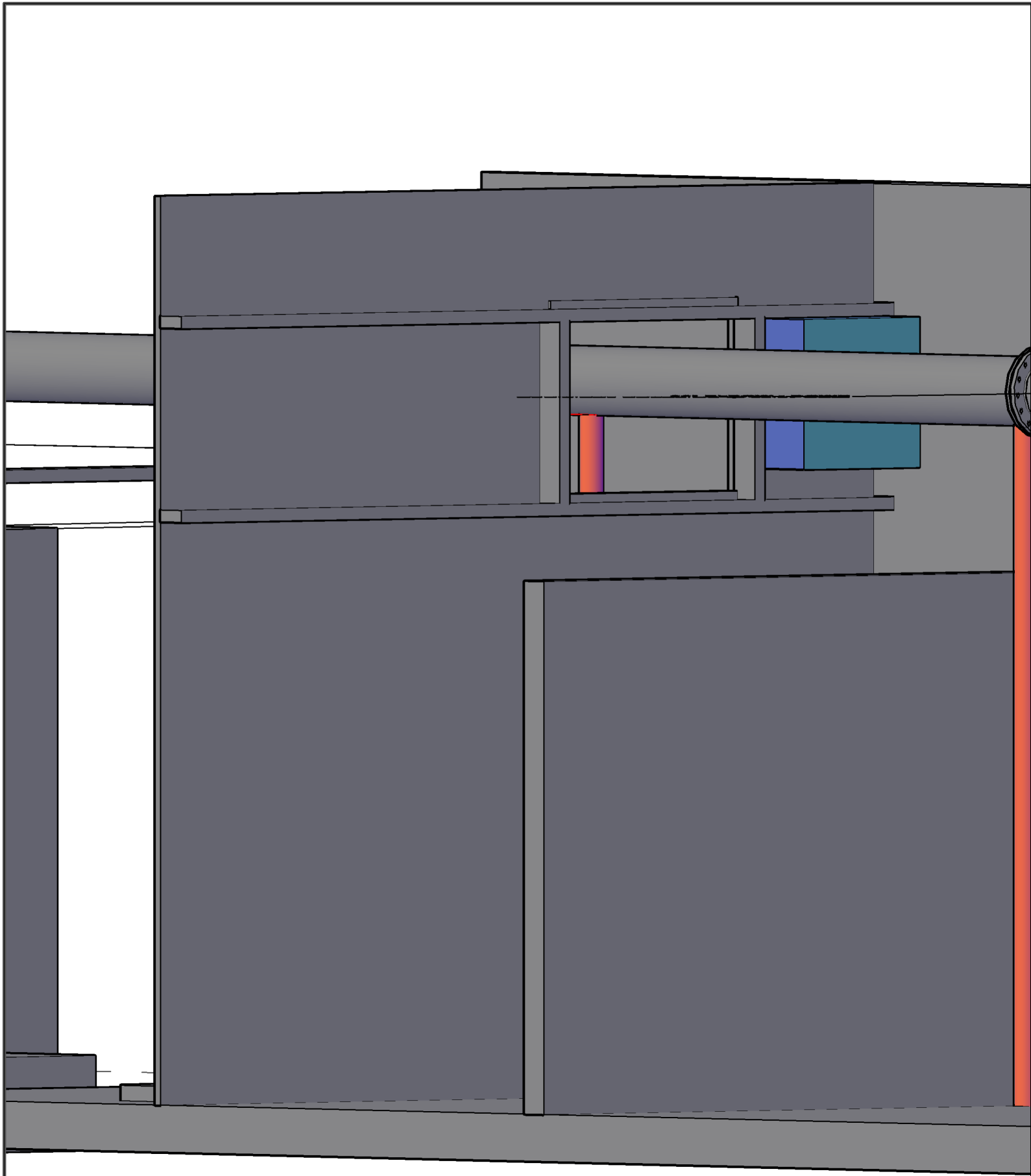
SS Pipe Scope



SS Pipe Scope

Flange Coupling Adapter





1	2
3	4

100

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ARCHER WESIERN SKEICH

FLOWERY BRANCH WATER
RECLAMATION FACILITY
5572 ATLANTA HWY FLOWERY BRANCH,
GA 30542

FLOWERY BRANCH
16 INCH PIPE

SALE

NE IS 2 INCHES
AT FULL SIZE

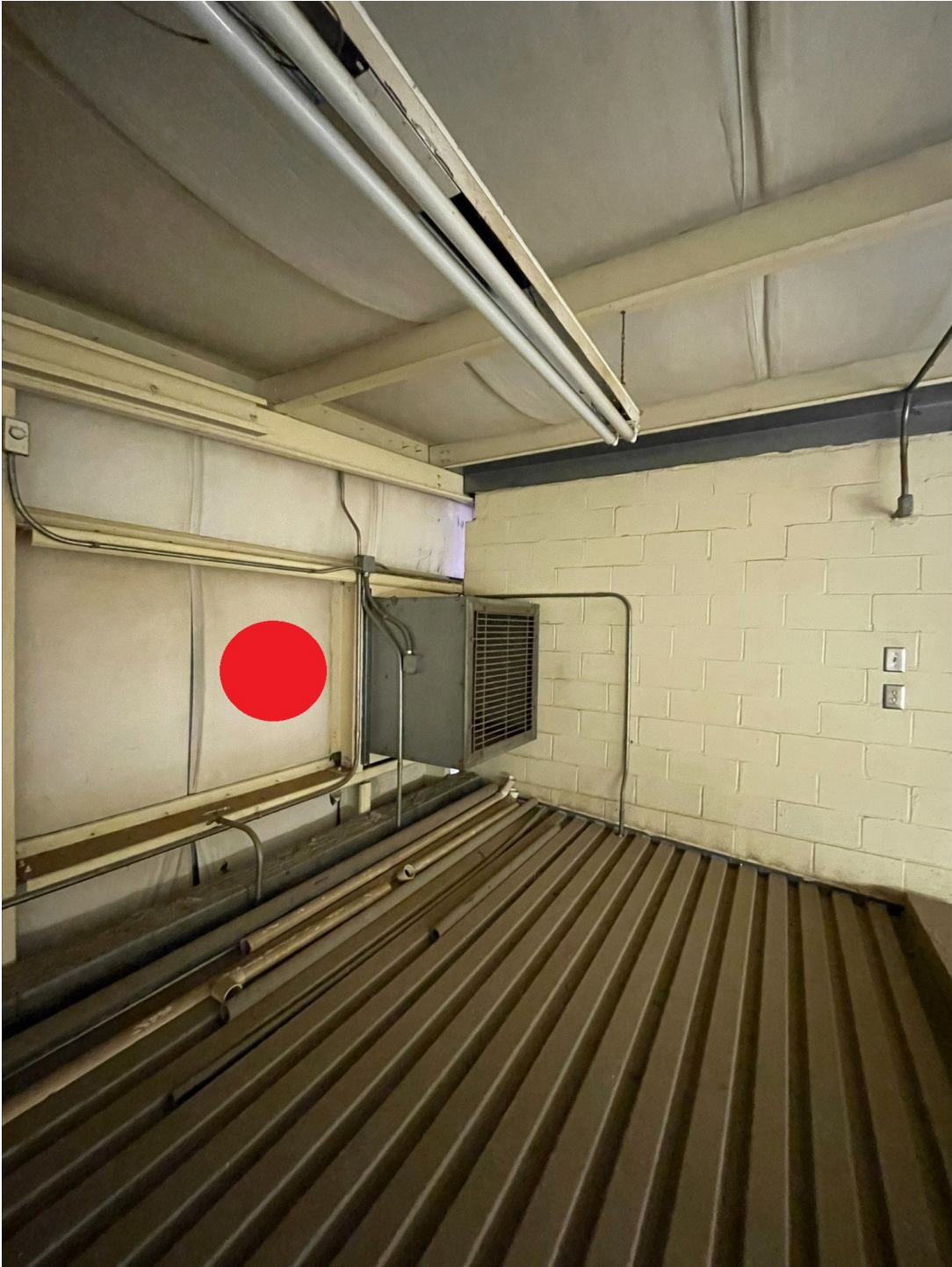
DATE: 01/24/2023

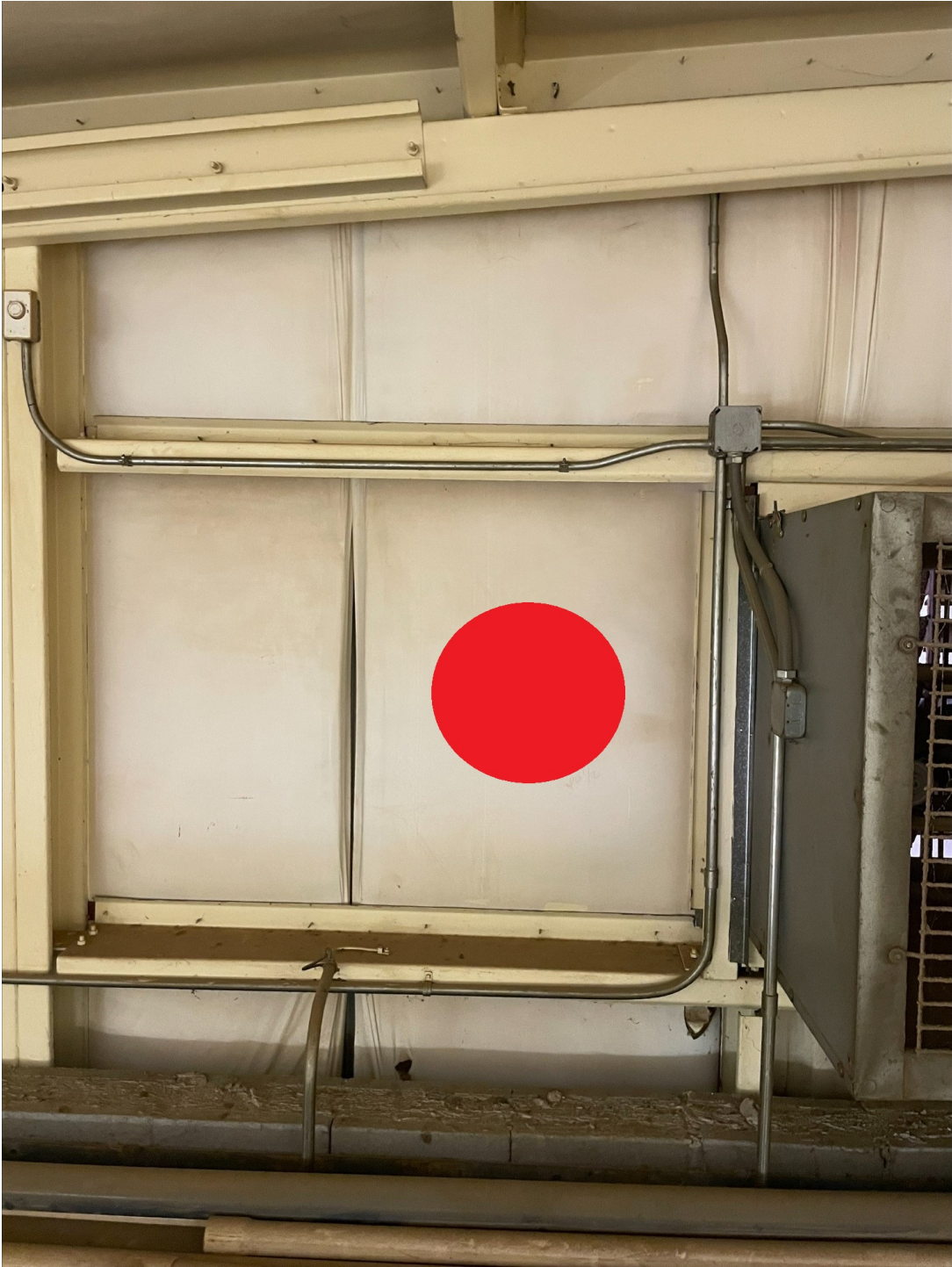
ROJ: 220098

NG: 04

BY: E. ESCAMILLA









FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Establishment of an Investment Portal through Multi-Bank Securities, INC. (MBS) and eConnect Direct.

COUNCIL MEETING DATE: April 6, 2023

HISTORY:

Historically, The City of Flowery Branch has invested idle funds in the Georgia Fund 1 investment pool and various bank accounts. Although this is a prudent method, other options are available to maximize the City's return on idle cash.

FACTS AND ISSUES:

In this current rising rate environment, it is prudent that the city explores different options to invest idle cash to maximize its return. To ensure city funds are generating a maximum return, the city staff looked at several options to help invest idle cash in accordance with the City's Investment Policy. It was determined that Multi-Bank Securities, Inc. (MBS) and eConnect Direct provided the best option. MBS will help us invest idle cash in a ladder approach to ensure liquidity is available and the eConnect Direct portal will allow us to manage these investments. All investments will be in accordance with the City's Investment Policy and there will be no cost to the city for this portal and management service.

OPTIONS:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

SAMPLE MOTION:

I make a motion to authorize the City Manager and Finance Director to sign all necessary documents for MBS and eConnect Direct.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Investment Portal.pdf](#)
- [Letter of Authorization Blank.pdf](#)
- [City of Flowery Branch.pdf](#)
- [ACH Authorization Agreement Blank.pdf](#)
- [Flowery Branch Cash Account Application.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Investment Portal.

DATE: April 6, 2023

(X)RECOMMENDATION

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

() POLICY DISCUSSION

() STATUS REPORT

() OTHER

COUNCIL ACTION REQUESTED ON: April 6, 2023

PURPOSE:

To authorize the City Manager and Finance Director to sign necessary documents for an investment portal through Multi-Bank Securities, Inc. (MBS) and eConnect Direct portal.

HISTORY:

Historically, The City of Flowery Branch has invested idle funds in the Georgia Fund 1 investment pool and various bank accounts. Although, this is a prudent method, other options are available to maximize the City's return on idle cash.

FACTS AND ISSUES:

In this current rising rate environment, it is prudent that the City explore different options to invest idle cash to maximize its return. In an effort to ensure city funds are generating a maximum return, the city staff looked at several options to help invest idle cash in accordance with the City's Investment Policy. It was determined that Multi-Bank Securities, Inc. (MBS) and eConnect Direct provided the best option. MBS will help us invest idle cash in a laddered approach to ensure liquidity is available and the eConnect Direct portal will allow us to manage these investments. All investments will be in accordance with the City's Investment Policy and there will be no cost to the city for this portal and management service. Finance will provide updates of investment earnings on a quarterly basis to council.

OPTIONS:

Authorize the City Manager and Finance Director to sign necessary documents for an investment portal.

RECOMMENDED SAMPLE MOTION:

I make a motion to authorize the City Manager and Finance Director to sign all necessary documents for MBS and eConnect Direct.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



STANDING INSTRUCTIONS
LETTER OF AUTHORIZATION
(FED WIRES)

Date: _____

To: Multi-Bank Securities, Inc.

Account #: _____

Account Name: _____

Please accept these standing instructions as authorization to wire funds upon my verbal request from the above referenced account to:

Name of Bank: _____

City, State: _____

ABA #: _____

For Credit To: _____

Account #: _____

For Further Credit To: _____

FFC Account #: _____

*Signature _____ Date _____

**Signer must be an authorized person identified on the current Resolution document and NOT the signer of the Resolution document.*

Please note: If at any time authorization needs to change, contact your MBS account representative. Pershing will invalidate any wire instructions that have not been utilized over a 15-month period.

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

(800) 967-9045
(954) 351-6930

(954) 351-9197

Member of FINRA & SIPC; MSRB Registered.

Proudly Veteran-Owned!

MBS LOA.pdf 02.06.17



eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact	Joe Michalak	jmichalak@mbssecurities.com	(800) 967-9084
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

Powered by



MULTI-BANK SECURITIES, INC.®

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

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Member of FINRA & SIPC; MSRB Registered. eConnectDirect is a registered trademark of Multi-Bank Securities, Inc. All rights reserved.
eCD User Agreement.pdf 05.25.17

**LICENSING AGREEMENT****This Agreement is between:**

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

andCity of Flowery Branch

Account Holder

PO Box 757

Street Address

Flowery Branch, GA 30542

City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start DateStart Date: ____ / ____ / 2022

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

ACCOUNT ADMINISTRATION:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: Matthew Hamby
 Title: Finance Director
 Phone: 470-798-0524
 Email: matthew.hamby@flowerybranchga.org

Secondary Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification City

User Access

- ☒ Investor
 - ☒ Securities
 - ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)
- ☐ Issuer
 - ☐ DTC-Eligible CDs (Brokerage Agreement Required)
 - ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)
- ☒ Securities Safekeeping Agent
 - ☒ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
 - ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

City of Flowery Branch

Account Holder

Signature

Matthew Hamby

Name

Finance Director

Title

Multi-Bank Securities, Inc.

Company

Signature

Tim Peacock

Name

Senior Vice President

Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL
Matthew Hamby	Finance Director	470-798-0524	matthew.hamby@flowerybranc hga.org

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ 0 _____ per year

eConnectDirect CD Listing Services: \$ Waived _____ per year

Special Notes/Instructions:



INSTITUTIONAL SUITABILITY CERTIFICATE FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ (1) A credit union with total assets of \$50 million or more (or any other entity with total assets in excess of \$50 million). If a credit union (or any other entity) has total assets LESS THAN \$50 million, check Box 4 and provide your most recent Investment Policy;
 - ☐ (2) A bank, savings and loan association, insurance company or registered investment company;
 - ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);
 - ☒ (4) MBS will determine suitability (Please provide your most recent Investment Policy).
2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
 3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
 4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

City of Flowery Branch

Institutional Account Name

Signature of Authorized Signatory

PO Box 757

Address

Name of Authorized Signatory

Flowery Branch, GA 30542

City, State, ZIP

Title of Authorized Signatory

U.S. Tax ID/EIN (If applicable)

Date

matthew.hamby@flowerybranchga.org

Email Address

470-798-0524

Phone

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

(800) 967-9045
(954) 351-6930

(954) 351-9197

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Authorized Signers (Exhibit 1)

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of City of Flowery Branch a City _____ organized under the laws of the State of GA (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** City of Flowery Branch is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
Matthew Hamby	Finance Director	
_____	_____	_____
_____	_____	_____
_____	_____	_____

THEREFORE BE IT RESOLVED that City of Flowery Branch can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for City of Flowery Branch.

_____	_____	_____
Name	Title	Signature

IN WITNESS this _____ day of _____, 20_____.

_____	_____
Name	Signature

Please complete the following and return to Multi-Bank Securities, Inc. to begin the electronic transfer of funds between your brokerage account and your bank account. You may begin depositing funds into your brokerage account from your bank account, or send payments to your bank account from your brokerage account. All transactions are processed through the Automated Clearing House (ACH) system.

I. ACCOUNT INFORMATION

ACCOUNT TITLE:

ACCOUNT NUMBER: R M B -

II. BANK ACCOUNT INFORMATION

ABA NUMBER:

DDA NUMBER:

BANK NAME:

CITY:

STATE:

ZIP:

ACCOUNT TYPE: ☐ CHECKING ☐ SAVINGS

I hereby authorize Pershing LLC to initiate credit/debit entries to the bank account indicated above and further authorize my bank to debit the same to such account.

This authority is to remain in full force and effect until Pershing has received written notification from me of its termination in such time and in such manner as to afford Pershing and my bank a reasonable opportunity to act on it. It is understood that if the systematic reinvestment system is selected, the purpose of this authorization is to provide a means of payment for purchases of securities through my investment professional or financial organization.

Please accept this form as verification that the registered name at _____ (Institution) has an account with the above registration and account information for debiting or crediting into the bank account.

(Must be signed by an authorized member of your firm whose signature is also on your submitted Corporate/Non-Corporate Resolution.)

AUTHORIZED SIGNER

NAME: _____

SIGNATURE: _____

DATE: _____

PLEASE SELECT YOUR ACH OPTIONS

ACH OPTIONS

- ☒ **ON-DEMAND** (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

 ☐ Allow Multi-Bank Securities, Inc. to debit your bank account at your request to cover settlements.
(INITIALS)

- ## PERIODIC INCOME

This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

☐ SEMI-MONTHLY ☐ MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for "last day of the month", you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

For corporate accounts, a corporate resolution displaying the corporate stamp, and a letter from the corporation authorizing the specific transactions for which you are permitted to debit and credit the bank account, must accompany this authorization.

CASH ACCOUNT APPLICATION

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing.
ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT



MULTI-BANK SECURITIES, INC.®

Account Information	ACCOUNT NAME City of Flowery Branch		SOC. SEC. OR TAX I.D. NO. 58-0915163	
	BUSINESS ADDRESS 5410 Pine Street	CITY Flowery Branch	STATE GA	ZIP 30542
	ATTENTION Matthew Hamby			
	BUSINESS PHONE 770-967-6371		MAIL TO (Check one) ☒ Business ☐ Mailing ☐ P.O. Box	U.S. ENTITY ☒ Yes ☐ No
	FAX			
	MAILING ADDRESS (if different than Business Address)	CITY	STATE	ZIP
	ATTENTION			
HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY? ☐ Yes ☒ No If Yes, Request Trading Authorization Form and provide name of agent _____				
Bank or Brokerage Reference	NAME OF FIRM		BRANCH AND ACCOUNT NUMBER	
Account Type	☒ CASH (Customer Agreement on reverse side of this application) ☐ MARGIN (Request Margin and truth in Lending Agreements)			
	☐ LLC ☐ Partnership ☐ Option ☐ Trust (Trustee Certification Required) ☐ Corporation (Request Form) ☒ Other (Specify) Municipality			
Investment Profile	INVESTMENT OBJECTIVE			RISK TOLERANCE
	☒ Income: An investment approach in which an investor generally seeks current income over time. ☐ Long-Term Growth: An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time. ☐ Short-Term Growth: An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.			☒ Low ☐ Medium ☐ High
Service Instructions	WHEN SECURITIES ARE SOLD: ☐ Hold Proceeds ☒ Send Proceeds		DIVIDENDS: ☐ Hold ☒ Send	
	WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME _____		CONTACT YOUR BROKER FOR FREQUENCY OF "SEND" _____	
Municipal Bond Offerings	Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org/ Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? ☐ Yes ☒ No			
Taxpayer Certification	TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that:			
	☒ (1) the number shown on this form in Section III is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me); ☒ (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and ☒ (3) I am a U.S. citizen or other U.S. person (defined below).			
	CERTIFICATION INSTRUCTIONS: You must check Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), write the words "Exempt Payee" here: _____			
	Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (a) An individual who is a U.S. citizen or U.S. resident alien, (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) An estate (other than a foreign estate), or (d) A domestic trust (as defined in Regulations section 301.7701-7). The signature provided below is that of the primary account holder. Signature: _____ Date: _____			
Signatures	BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.			
	SIGNATURE 			DATE
For Office Use Only	ACCOUNT NO.	INTRODUCING REP. SIGNATURE	REP. NO.	DATE
	VERIFIED ☐ Yes ☐ No	BRANCH MGR. APPROVAL		DATE

CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following: (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
 - a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. The arbitrators do not have to explain the reason(s) for their award.
 - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority. ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns) WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.