



**City of Flowery Branch
City Council Meeting
Thursday, April 15, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

GREATER HALL CHAMBER OF COMMERCE BUDGET UPDATE: -
TIM EVANS, VICE PRESIDENT OF ECONOMIC DEVELOPMENT

LAKE LANIER CONVENTION & VISITORS BUREAU UPDATE: -
STACEY B. DICKSON, PRESIDENT

PUBLIC HEARING:

- Second Public Hearing for the Comprehensive Plan
[FB Comp Plan_draft_4.15.21.pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).
[Scanned complete rezoning application packet.pdf](#)
[Combined pdf.pdf](#)
[original layout & TSW suggestions.pdf](#)
[AIM Potential M1 Layout by Rochester.pdf](#)
[Staff Report .pdf](#)
[March 18 Buffer Plan.pdf](#)
[Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
[Combined 625-630 Incomplete for FIRST READ.pdf](#)

NEW BUSINESS -WORK SESSION:

- Request Award of Contract for City-Wide Sign Project
[Executive Summary - Signs Project Award of Contract 4-15-2021.pdf](#)
[Contract Award Recommendation - Signs Etc.pdf](#)
[FB City-Wide Sign Package CDs 11-9-2020.pdf](#)
- Consider Bell Drive sewer easement for Mayor's signature.
[Commercial Easement-City of Flowery Branch pump station.pdf](#)
[Combined Signed Ordinances.pdf](#)
[575 A.pdf](#)

[576 A.pdf](#)

- License Agreement for Temporary Sewer Construction
[License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)
[Exec Summary Sewer Construction License Agreement.pdf](#)
- FB Partners Development Agreement
[FB Partners Dev Agreement Executive Summary.pdf](#)
[FB Partners Development Agreement FINAL DRAFT Clean No Ex C.pdf](#)
- Request Award of Contract for the Large Meter Replacement Project
[Executive Summary - The Dickerson Group Award of Contract 4-15-2021.pdf](#)
[Flowery Branch Large Meter Replacement bid tabulation 2021-4-9.pdf](#)
[F.B. Meter Sizing report 2021-1-25.pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Finance Director Report
- d. Planning Department Report
- e. Police Report
- f. Attorney Report
- g. Council Report
 - Finance Monthly Department Report
[FINANCE Apr 2021.pdf](#)
 - Planning and Development Monthly Department Report
[PCD April 15.pdf](#)
 - Police Monthly Department Report
[PD - April 2021.pdf](#)
 - Public Works Monthly Department Report
[PUBLIC WORKS - Apr 2021.pdf](#)
 - Water/Wastewater Monthly Department Report
[WWW DEPARTMENT REPORT_042021.pdf](#)

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider March 18, 2021 Meeting Minutes
[March 18, 2021 Meeting Minutes.pdf](#)
- License Agreement for Temporary Sewer Construction
[License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)
[Exec Summary Sewer Construction License Agreement.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

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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: Second Public Hearing for the Comprehensive Plan

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

This is the second required public hearing regarding the City of Flowery Branch Comprehensive Plan update. Ms. Paige Hatley, of Hatley Plans. LLC. will present.

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: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [FB Comp Plan_draft_4.15.21.pdf](#)



Comprehensive Plan Update

April 15, 2021 **DRAFT**



ACKNOWLEDGEMENTS

FLOWERY BRANCH CITY COUNCIL

- Mike Miller, Mayor
- Chris Mundy, Post 1
- Ed Asbridge, Post 2
- Leslie Jarchow, Post 3
- Joe Anglin, Post 4
- Amy Farah, Post 5

COMPREHENSIVE PLAN STEERING COMMITTEE

- Bill Andrew, City Manager
- Joe Anglin, City Council Member
- Ed Asbridge, City Council Member
- Rich Atkinson, Director of Planning and Community Development
- Missy Brooks, Business owner and resident
- Tim Evans, Greater Hall Chamber of Commerce
- Chris Hill, HillWood Realty
- Bill Ogles, Historic Preservation Commission

PROJECT TEAM

- Paige Hatley, AICP – Hatley Plans LLC
- Amanda Hatton, AICP – Blue Cypress Consulting, LLC
- Sarah Beddington – Blue Cypress Consulting, LLC
- Monica Klinkmueller – Blue Cypress Consulting, LLC
- Bill Ross – ROSS+Associates

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CHAPTER 1. INTRODUCTION

Purpose of the Comprehensive Plan

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

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

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

The City’s first comprehensive plan was adopted in 2006 and was amended in 2011 and 2016 in accordance with DCA’s “Standards and Procedures for Local Comprehensive Planning” that were in effect at the time. This 2021 plan updates the 2016 plan that was prepared by Jerry Weitz & Associates and has been prepared to comply with the current standards, which require plans be updated every five years and address specific topics identified below.

Scope

The *Flowery Branch Comprehensive Plan* addresses the following topics as required by the Georgia Department of Community Affairs: Community Goals (see Chapter 4, Community Vision of this plan), Needs and Opportunities (Chapter 3), Community Work Program (Chapter 5), Land Use Element (see Chapter 4), and Broadband Services Element (see Chapter 3). The Gainesville-Hall Metropolitan Planning Organization’s (GHMPO) Regional Transportation Plan (adopted May 12, 2020; Flowery Branch is included in the federally designated GHMPO’s boundaries for long-range transportation planning) is substituted for the required Transportation Element and is incorporated by reference in this plan. The South Hall Trail Study (2019) and the Old Town Redevelopment Plan (2014) are also incorporated by reference in this plan.

This plan update also considered both the Metropolitan North Georgia Water Planning District’s Water Resource Management Plan and the Rules for Environmental Planning Criteria (established and administered by the Department of Natural Resources pursuant to O.C.G.A. 12- 2-8), as required by DCA (see Chapter 3).

Community Involvement

The process of updating the Comprehensive Plan included informational activities and opportunities for public input, as summarized below (see also Appendix C for details):

- Interactive project website
- Online survey
- Design and production of yard signs and a banner to promote the survey
- Interactive online input map
- Postings on City website
- 11 posts on City's social media pages
- 7 notifications to project outreach list
- 2 virtual meetings
- 3 meetings with an appointed Steering Committee
- 2 public hearings



Plan Organization

The Comprehensive Plan is organized into the following chapters:

Chapter 1: Introduction

Chapter 2: Community Context

Chapter 3: Needs and Opportunities

Chapter 4: Community Vision

Chapter 5: Implementation Program

Appendix A: Growth Area Policy Map

Appendix B: 2016-2021 Report of Accomplishments

Appendix C: Public Involvement Documentation

Appendix D: Flowerly Branch Historic District Design Guidelines

CHAPTER 2. COMMUNITY CONTEXT

Flowery Branch enjoys location advantages due to its easy access to Interstate 985 which connect to Atlanta and the North Georgia Mountains. It is part of the Gainesville-Hall County metropolitan area and lies just north of Gwinnett County, south of Gainesville, and east of Lake Lanier. The city is home to the Atlanta Falcons football team's headquarters and training facility.

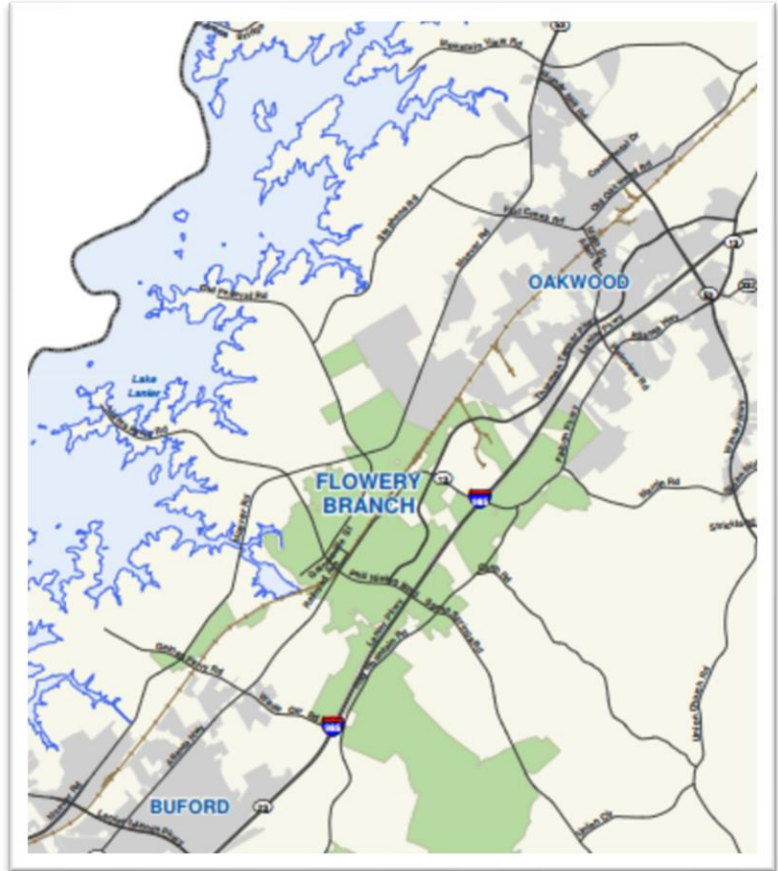
A History of Progress

According to available population estimates by the U.S. Census Bureau, Flowery Branch has seen its population explode from 2,071 in 2000 to 8,325 by 2019. By latest count, 6,254 (75%) of the population was not living in the city in 2000. In other words, three out of every four people living in the city in 2019 represent new growth. Continuation of this growth is expected to be verified by the results of the 2020 Census (when released). This population increase has been generated by new housing construction as the city has grown both internally and through multiple annexations over the past 19 years.

A Future of Growth

The pace set in the past is expected to continue in the coming two decades. Shaking off the last lingering effects of the Great Recession, building permits issued for new single-family house construction have increased (almost year-over-year) from 174 issued in 2016 to 477 in 2020, plus 34 new townhouse units authorized, as well as 300 new multi-family units that just opened.

Newly prepared population forecasts reflect the continuation of a trend recognized in the City's previous Comprehensive Plan Update but at an accelerated pace. In that Plan (published in 2016), population growth was forecast only to 2035. Under the new forecasts prepared for this Update, the city's population is expected to reach 16,115 by that year. This is well above the 2035 forecast in the previous Plan of 13,100. Both annexations and rezonings, particularly for multi-use Planned Unit Developments (PUDs), have increased the development capacity for new growth well beyond what was expected five years ago.



Capacity to Grow

A close look at the land available for additional growth in the city, along with approved plans for a number of development projects already in place and ready to go, shows significant capacity to handle new growth in the coming years.

For those projects that have development plans already approved by the City, an additional 2,170 housing units and 2,417 new employees in commercial and warehousing construction are expected. Existing but vacant properties zoned for residential development could accommodate 911 housing units which, together with those units in approved development plans, results in a current maximum capacity of 3,081 homes, townhouses and apartments. This falls short of the 4,980 new units projected to 2040.

For those vacant properties zoned for nonresidential development, the NS and M-1 zoned properties could accommodate 7,132 new employees, while the HB zoning district could, at maximum capacity, be home to almost 11,000 employees. The HB figure is based on the maximum 50% lot coverage that is allowed, applied to the 9.4 million square feet of property already zoned, and an employee-to-floor area ratio of .0002331.

By the Numbers

Future Growth

The growth in the city's population reflects a continuation of trends established during the past decade, based on annual estimates provided by the U.S. Bureau of the Census. This is an "upward" trend as population growth has accelerated year-by-year, which is also reflected in the city's increase in annual number of building permits being issued and annual home sales reported by Zillow.com.

Population growth goes along with an anticipated increase in the number of housing units available, which reflect the city's average household size and the city's normal vacancy rate. In addition, an increasing proportion of multi-family units is anticipated, based on the number of townhouses and apartments already approved for future development, as discussed in the next section regarding Current Development Capacity.

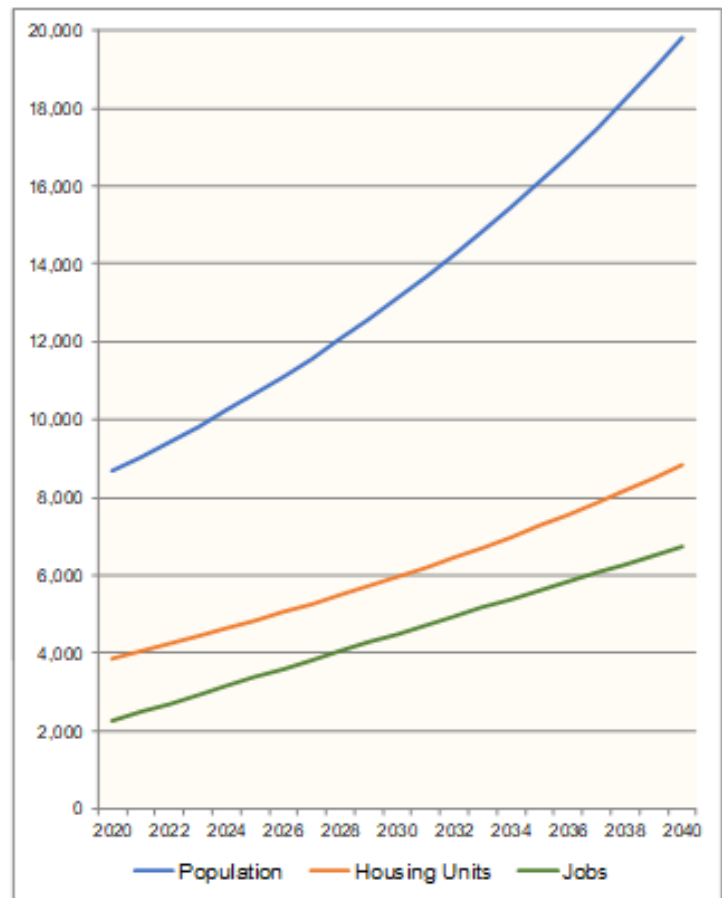
A future increase in the number of people working in private sector jobs in the city is also expected to rise, somewhat more dramatically than the resident population increase (198% increase vs. 128% for residents) but at much lower total numbers. Currently, the number of people working in the city (based on current business license counts) comprises only about 2% of Hall County's total private sector employment base.

Considering the city's current capacity for additional nonresidential growth (which is comparatively quite large, as discussed in the next section) and given a growing population of local consumers coupled with increasing locational and competition opportunities, a doubling of employment in the city is expected (to about 4% of countywide private sector employment in 2040 as projected by Woods & Poole Economics).

It must be remembered, however, that these forecasts are based on the city as it is currently comprised. Annexations would, of course, increase future growth prospects depending on the types of development, both existing and potential, that each annexation area might provide.

Forecasts of Future Growth

	Population	Housing Units	Jobs
2020	8,676	3,868	2,256
2021	9,041	4,053	2,480
2022	9,423	4,241	2,703
2023	9,820	4,435	2,927
2024	10,233	4,632	3,151
2025	10,665	4,835	3,374
2026	11,114	5,044	3,598
2027	11,583	5,260	3,822
2028	12,071	5,484	4,046
2029	12,579	5,713	4,269
2030	13,110	5,951	4,493
2031	13,662	6,196	4,717
2032	14,238	6,449	4,940
2033	14,838	6,711	5,164
2034	15,463	6,983	5,388
2035	16,115	7,265	5,611
2036	16,794	7,558	5,835
2037	17,502	7,861	6,059
2038	18,239	8,177	6,283
2039	19,008	8,505	6,506
2040	19,809	8,848	6,730
2020	8,676	3,868	2,256
2040	19,809	8,848	6,730
Increase	11,133	4,980	4,474
Growth	128.3%	128.7%	198.3%



Current Development Capacity in the City

The approach to capacity is to look at the commitments that the City has made through development approvals in place along with the amount of additional vacant land currently zoned and physically capable for further development (i.e., dry land). This analysis assumes no additional rezonings or separate development approvals.

Residential Capacity

With regard to further residential development, the amount of developable vacant but uncommitted land by zoning district is tallied and multiplied by the gross density. First, the gross density for R-1 and R-2 subdivisions begins with the minimum lot size required and increases that to accommodate streets and minimal “wastage” (to account for cul-de-sac lots, corner lots and other odd shapes). This results in a best-case scenario of how many lots could be expected under optimum conditions. For TND zoning, the maximum gross density allowed is used. Together, these zoning districts could accommodate a total of 911 new housing units.

Next, the number of housing units approved or under construction as part of planned projects, including single-family homes, townhouses and apartments, were totaled. (The table below right groups these by location, and

not necessarily by specific names.) This shows that 2,170 housing units are at least approved for construction among these development projects.

Together, the potential for new housing unit construction on zoned but vacant land, plus the units included in approved development projects, would embrace a total of 3,081 units added to the city's housing supply.

Maximum Dwelling Units on Vacant Land				Dwelling Units Approved or Under Construction	
	R-1	R-2	TND	Zoning Varies	
Minimum Lot Size	20,000	15,000	5,000	McEver Road West	199 SFD
Minimum Lot Width	90	75			24 TH
Allocation for street	2,250	1,875		McEver Road East	67 SFD
Efficiency Loss @ 10%	2,225	1,688			325 SFD
Gross Lot size	24,475	18,563			73 TH
Density	1.78	2.35	6.5	Phil Neikro	324 Apts
				Hog Mtn	334 Apts
Total Acres	474.09	20.87	3.07	Downtown	15 Apts
				Downtown	20 TH
Total Housing Units	843	49	19	Mulberry	199 SFD
					140 TH
				Sterling	450 SFD
				Total Housing Units Approved or UC	2,170
				Total Housing Units on Vacant Land	911
				Total - All Housing Units	3,081

Next, the latest American Community Survey, published annually by the Census Bureau, was consulted to identify the average number of people living in households in the city.

American Community Survey - 2019

Total Dwelling Units	3,363
Occupied Dwelling Units	2,976
Percent Occupied	88.49%
Total Population	7,497
Population per Occupied DU	2.5192

Potential "New Construction" Population

Total "New" Housing Units	3,081
Assumed to be Occupied	2,726
Times Pop per Occupied DU =	6,867

In 2019 (the latest year available), 88.49% of the units were occupied and had an average household size of almost 2.52 people.

Of the total number of "new" units currently zoned or planned (3,081), 2,726 would probably be occupied. This, multiplied by the average household size, suggests that the city has a potential at capacity to house 6,867 more people.

This would not be enough to accommodate the projected population increase to 2040 of 11,133 more residents in the city. As pressures mount on the housing market to meet the demand, it could be anticipated that additional land currently zoned for commercial and industrial development could come under pressure to down-zone for residential purposes, probably as PUDs.

Nonresidential Capacity

As noted above, the city's employment base is projected to realistically increase, but only by almost 4,500 new workers. The city's capacity to accommodate the projected future private sector employees far exceeds this projection.

Maximum Employees on Vacant Land

	NS	HB	M-1
Acres	11.40	216.32	186.49
Square Feet of Land	496,636	9,423,025	8,123,681
Maximum Coverage*	0.45	0.50	0.63
Building Floor Area	223,486	4,711,513	5,107,512
Employees per Sq Ft**	0.002265	0.002331	0.001302
Total Employees	506	10,982	6,648

*M-1 assumes remainder of an acre net of yard and landscape strip minimum widths.

** Average number taken from employee data by land use type published in Trip Generation, Institute of Traffic Engineers, 9th edition.

Maximum Employees Approved or Under Construction

	Commercial	Warehousing
McEver Road West	302	
McEver Road East	211	
Hog Mtn	138	
Falcon Parkway	143	1,381
Downtown	14	
Downtown	51	
Sterling	178	
Employees Approved or UC	1,036	1,381
Employees on Vacant Land	11,488	6,648
Total - All New Employees	12,524	8,029

Numerically, this is due in large part to the maximum number of new employees that could be accommodated by development of currently zoned HB properties, followed by the employment potential presented by the M-1 zoned properties.

Development of the projects that are already approved (or under construction) for new commercial or warehousing development could accommodate 2,417 employees (or 54%) of the projected increase in the city's employment base to 2040. This leaves only 2,057 to be located on vacant but zoned land. This suggests an overage of acres zoned for nonresidential development beyond projections on the order of more than 16,000 potential employees, if the properties are developed to their maximum allowed building coverage and without knowing site-specific constraints that could limit extent of development.

CHAPTER 3. NEEDS AND OPPORTUNITIES

Flowery Branch is a growing community with unique needs and opportunities related to its growth and development. This chapter summarizes in narrative format the primary local needs and opportunities that are addressed in this plan by recommended action items. These actions, or implementation strategies, are presented in this chapter by a variety of planning topics and are also consolidated into the overall 5-Year Community Work Program in Chapter 5. The topic of land use is addressed in detail in Chapter 4.

Identification of needs and opportunities was informed by an assessment of existing conditions as well as public input. In particular, community surveys proved particularly effective for gauging local priorities and issues. A brief survey was developed for the comprehensive plan update, and its findings – combined with those from a previous City-administered survey that focused on the downtown – and additional input received via online interactive tools that were developed for this project were especially useful.

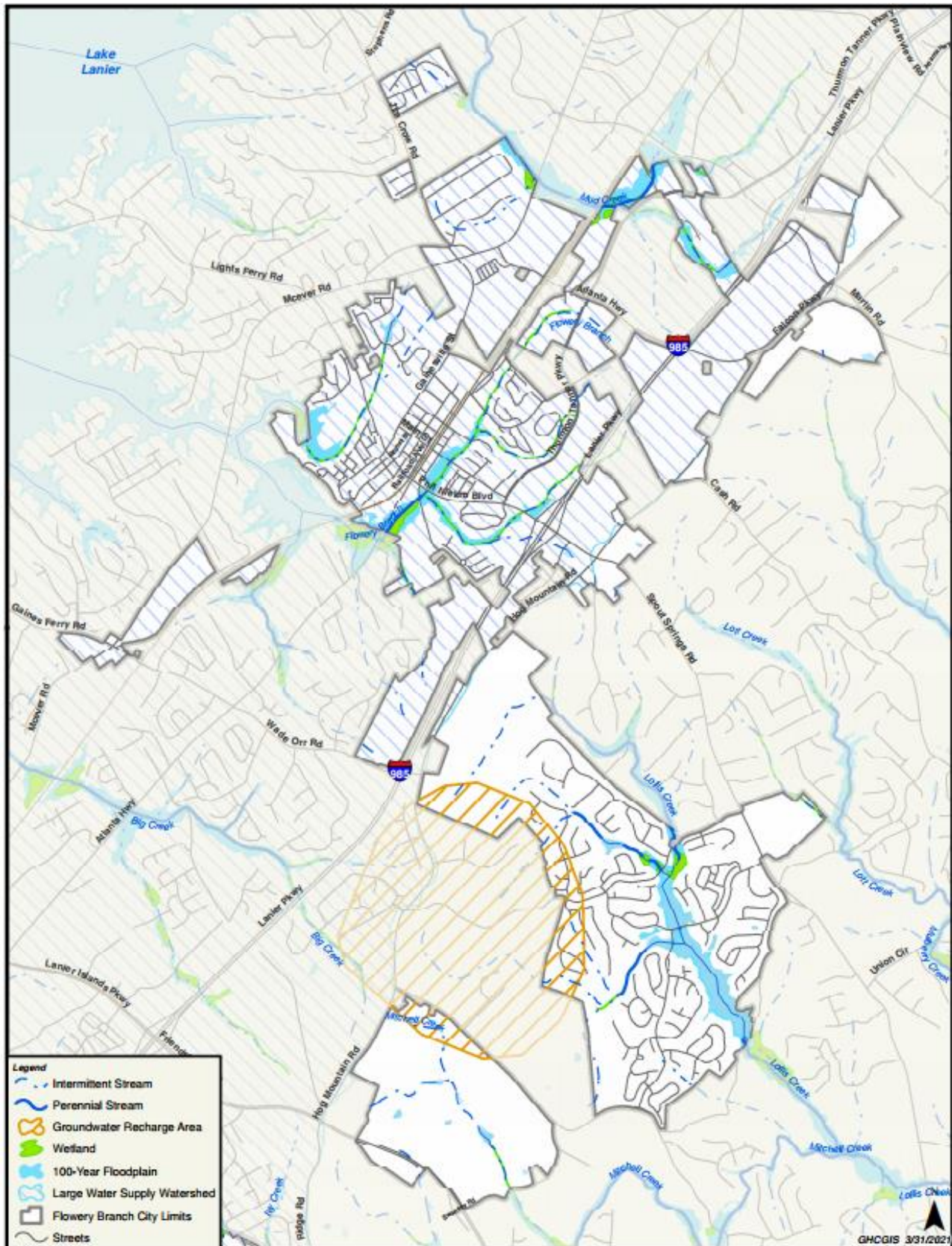
Natural Resources

To protect the state’s natural resources and environment, the Georgia Department of Natural Resources (DNR) developed *Rules for Environmental Planning Criteria* (Chapter 391-3-16). The Georgia Department of Community Affairs’ (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-2-1) require local governments to review DNR’s rules during the development of comprehensive plans to determine if there is need to adopt development regulations to address **protection of** the following natural resources: **water supply watershed, groundwater recharge areas, wetlands**, protected rivers, protected mountains.

Protected rivers and mountains, as defined by the State, are not found in Flowery Branch. As shown on the map on the next page there are, however, scattered wetlands, a small groundwater recharge area of low pollution susceptibility (as delineated by the DNR in Hydrologic Atlas 18, 1989) in the southern portion of the city, and a large water supply watershed that generally falls west of I-985 within the boundary of the Upper Chattahoochee River Basin. Wetlands protection is currently addressed in the City’s adopted local ordinances, but protection of groundwater recharge areas and water supply watershed areas is not specifically addressed among the City’s 11 ordinances that relate to the environment.

DCA requirements also specify that local governments **review** their **regional water plan** to determine whether additional or modified actions are needed. The City of Flowery Branch is a member of the 15-county / 95-city Metropolitan North Georgia Water Planning District, which adopted a regional *Water Resource Management Plan* in 2017 (amended in 2020). The plan recommends specific measures for the use and management of the region’s water over the next 35 years to address: water resource management, water supply planning and conservation, wastewater, and watershed management. Flowery Branch provides water and wastewater (sewer) service and is working toward implementation of applicable management techniques identified in the Regional Water Plan.

Natural Resources Map



The **preservation of the city's tree canopy and greenspace** was often cited in the community survey as important to respondents, from both an environmental protection standpoint as well as contributing to the character of the Flowery Branch and quality of life. The City has a Buffer, Tree Protection and Landscaping Ordinance with tree retention guidelines and tree planting requirements, as well as **minimum open space requirements** for its zoning districts. Upon completion of this Comprehensive Plan update, the City will be updating its Zoning Ordinance and Subdivision Ordinance to facilitate implementation of this plan; in doing so, tree protection and open space requirements can be strengthened to address local concerns.

An updated Buffer, Tree Protection and Landscaping Ordinance can also strengthen the City's **application package to Tree City USA**, which would further demonstrate its commitment to tree protection. Such a designation would require the appointment of a Tree Board, which would allow interested residents to participate in overseeing the planting and care of trees on City-owned properties.

Updated open space requirements can also assist with the local efforts to integrate multi-use trails into the City by allowing new developments to satisfy these requirements by granting a **conservation and trail easement** where a planned segment traverses the property. This has previously been achieved as a condition of zoning to help the City in the future to construct portions of trails that were identified in the 2019 South Hall Trail Study.

Natural Resource Action Items

- Adopt DNR's model Water Supply Watershed Protection Ordinance, which will enhance buffer requirements along two small segments of Mud Creek and Flowery Branch (see map on previous page)
- Adopt DNR's Groundwater Recharge Protection Area Ordinance, which will increase minimum lot size requirements for any property not on the City's sewer system in the southeast part of the city (see map)
- Amend Buffers, Tree Protection and Landscaping Ordinance to strengthen tree retention (including specimen trees) and planting requirements
- Submit Tree City USA application in concert with Buffer, Tree Protection and Landscaping Ordinance amendments
- Evaluate effectiveness of minimum open space requirements in all zoning districts; code updates to also address use of conservation and trail easements to meet open space requirements in private developments where a proposed trail alignment (as identified in local plans) is located
- Amend clearing and grading standards to clearly delineate requirements and address mass grading

Historic Resources

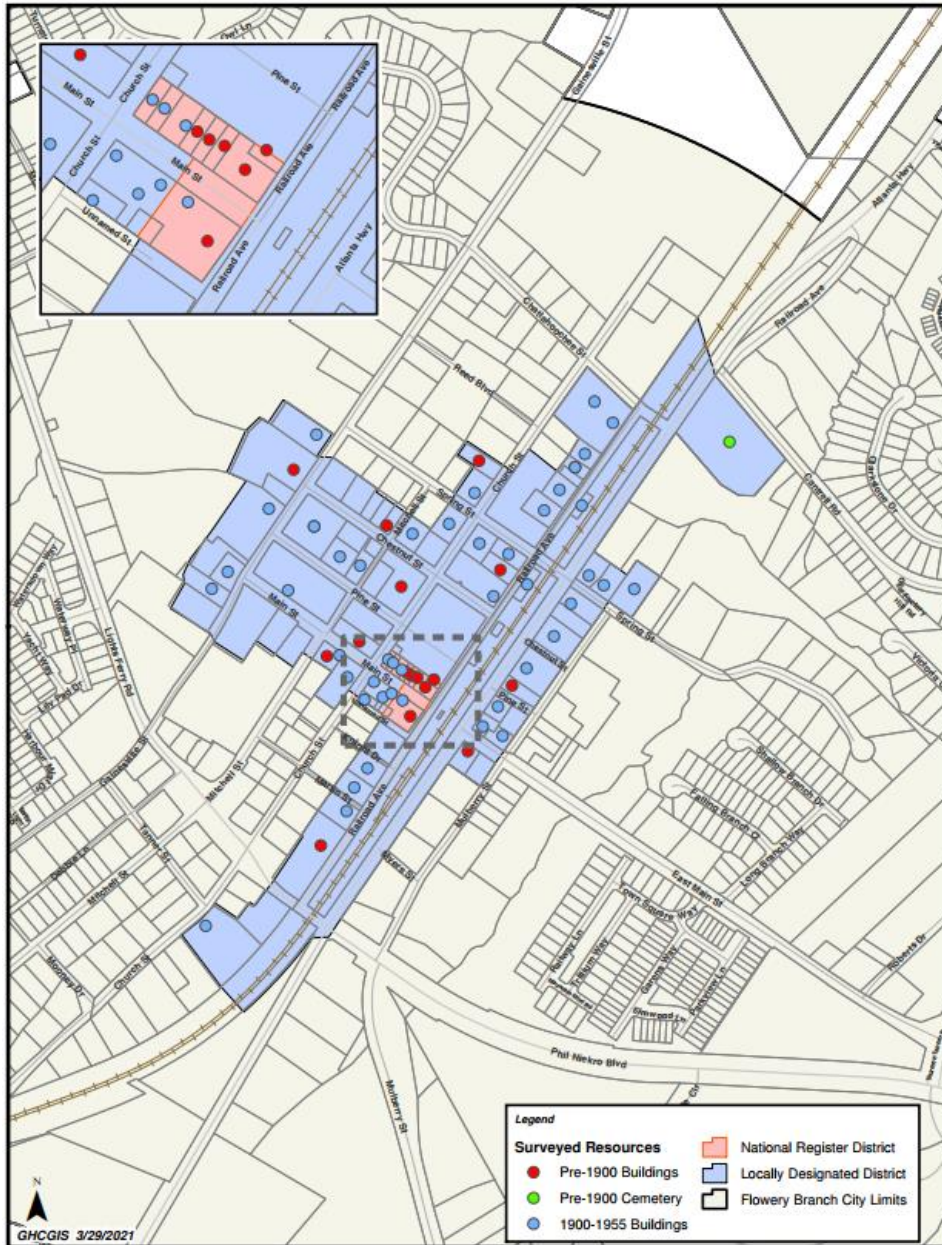
Preservation of historic resources was identified by survey respondents as an important factor in preserving the city's unique character. As shown on the Historic Resources Map, the Flowery Branch Historic District encompasses properties in the downtown area as well as a smaller area that is listed on the National Register of Historic Places. The National Register District confers honorary status on an area or buildings and has no automatic restrictions on private development. It does allow property owners the potential to qualify for state and federal building rehabilitation tax credits.

The locally-designated Flowery Branch Historic District requires review and approval of proposed new construction, exterior building alternations and additions, and demolition of existing buildings by a Council-

appointed Historic Preservation Commission to ensure consistency with the architectural character of Old Town. Proposed changes are reviewed against a fairly general set of design guidelines that were included in the 2016 Comprehensive Plan and are provided in this document as an Appendix item. Proposed signs in the historic district must also be reviewed; these are regulated by a detailed Historic District Sign Ordinance.

The Historic Resources Map also indicates the relative age of buildings that were re-surveyed in 2008 after a 2003 “historic resources survey” was conducted.

Historic Resources Map



An **update to the citywide historic resources survey** would allow the City to better assess the age and condition of its structures, which in turn would help with the identification of appropriate measures for building stabilization or rehabilitation or for property redevelopment. Such measures might include an application to the U.S. Department of Housing and Urban Development's Community Home Investment Program (CHIP), which awards grants to local governments, nonprofits, and public housing authorities to assist with the rehabilitation of owner-occupied homes.

As a Certified Local Government (CLG), the City is also eligible to apply to the federal **Historic Preservation Fund (HPF) Grant Program** to assist with rehabilitation projects such as roof, plaster, or window repair or structural/foundation stabilization for buildings, structures or monuments. The CLG Program is administered by the National Park Service and the Georgia State Historic Preservation Office (SHPO) and includes communities that have a local Historic Preservation Ordinance and active Historic Preservation Commission in place.

HPF matching grants could assist with the maintenance of City-owned historic resources, similar to recent repairs that were made to the downtown Caboose (painting) and Depot (new windows). The funds can also be used for a variety of other uses, including the development of a tailored set of building and site design guidelines – which is needed for the Flowery Branch Historic District – and heritage tourism materials.

In order to qualify for the full array of HPF grant assistance, however, the City must update its historic resources survey, which is required of CLG communities with surveys that pre-date 2005. Until that occurs, the City may apply for grant assistance only toward the completion of the survey. Upon its completion, Flowery Branch is eligible to apply for additional financial assistance covering a variety of project types.

Historic Resource Action Items

- Update citywide Historic Resources Survey, seeking Historic Preservation Fund grants to do so
- Codify general “Historic District Design Guidelines” from the 2016 Comprehensive Plan (to be used in conjunction with the Historic District Sign Guidelines) as a temporary measure
- Prepare tailored, stand-alone Historic District Design Guidelines to replace the guidelines currently in effect (also seeking Historic Preservation Fund grants to complete the task)

Housing

Survey comments related to housing can be categorized into two main themes: a **desire to maintain the city's single-family character** and also **slow residential development, especially** the construction of **apartments**. Expressed concerns included a change in the city's small-town character as well as impacts on local services and facilities such as roads and schools. A third, but slightly less common, theme was the **need for quality development** in terms of newly built construction as well as the maintenance of existing dwellings.

As described in Chapter 2, residential building has increased in recent years. Over 600 multi-family units are approved or under construction compared to almost 800 single-family dwellings and approximately 350 townhomes. This results in a variety of housing types to meet varying needs or demands, from in-town apartment living to senior-oriented housing. In the 2016 Comprehensive Plan, a carry-over housing policy from a previous plan update was included, which established an appropriate mix of dwelling types across the city as 60% single-family/20% apartments/15% townhomes/5% manufactured homes. These ratios are referenced

when rezoning applications are evaluated, and City Council has expressed support for keeping ratios as a guide but increasing the percent of single-family dwellings.

To better understand the City's specific housing needs, a citywide housing study could be prepared. Such a study analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential that may prove a more useful resource when assessing proposed rezonings.

Recent zoning approvals have included conditions of zoning that require design review by Council and/or other specific requirements intended to improve the quality of a project in terms of building and site design. Currently, the City's Architectural Design Standards in the Zoning Ordinance only apply to non-residential buildings. Amending these standards to address exterior building materials and other design-related facets for all residential dwelling types can establish a minimum standard that every development must meet.

To maintain the quality of existing housing, the City can enforce the locally adopted Property Maintenance Code. In addition, discussion presented under the Historic Resource section above has relevance here.

Housing Action Items

- Amend City's Architectural Design Standards to address residential uses
- Track citywide housing ratios with rezoning applications against updated 'housing mix policy' of 70% single-family/15% townhomes/15% multi-family
- Prepare a citywide Housing Study that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs
- Expand code enforcement ability by increasing full-time personnel

Economic Development

Numerous survey responses indicated a need for an increase in, and **variety of, local restaurants and businesses** as well as the **revitalization of the downtown** area. The City has actively been revitalizing Old Town in accordance with the recommendations from the 2014 Old Town Redevelopment Plan and with funding support for redevelopment activities¹ through the adopted Old Town and Commercial Gateways Tax Allocation District (TAD).

The Old Town Redevelopment Plan's recommendations (*see Concept Plan on next page*) are intended to identify specific projects that City can initiate and lead to spur development and economic activity in the downtown. Examples of significant projects that have been implemented to date include construction of the new City Hall

¹ Examples include downtown streetscaping, Farmer's Market pavilion with additional parking, ½ acre park featuring an amphitheater (proposed Pine Street Park), and development of an Old Town bike-pedestrian path connecting surrounding neighborhoods to the downtown area

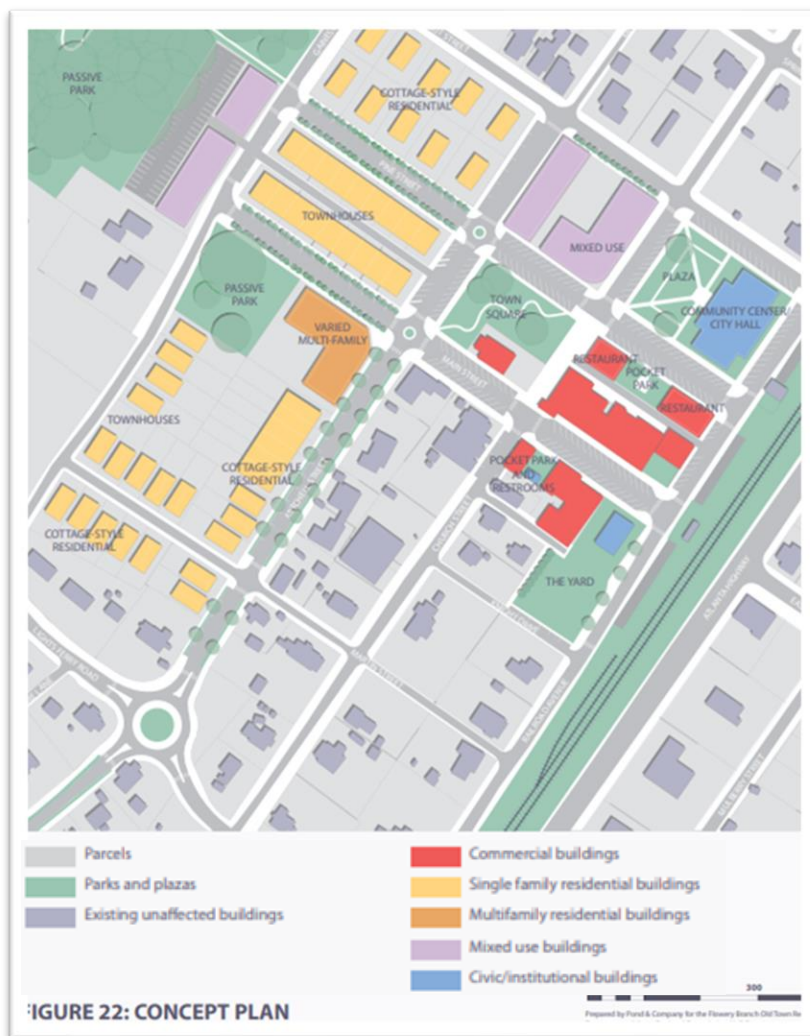
and Police Department, the roundabout at Snelling/Lights Ferry/Mitchell, and the mixed use Crest building on Main Street (underway).

Additional Redevelopment Plan implementation projects initiated by the City include downtown park projects, the planned addition of more parking spaces off Main Street and Railroad Avenue, public-private ventures to develop additional mixed-use space and townhomes, and coordination with Hall County to improve the western portion of Mitchell Street to improve access to Flowery Branch City Park and nearby properties and development opportunities. Based on comments received at a virtual Comprehensive Plan workshop, **many residents are not aware of the progress** being made in Old Town.

To sustain the momentum of redevelopment activity in the downtown, the City would benefit from an update to the Redevelopment Plan. The update would identify additional development and redevelopment opportunities and would help facilitate administration of the CBD zoning district by identifying acceptable land use types and densities.

To assist with business promotion and recruitment, the City has a leasing contract with a realtor for city-owned retail spaces in the downtown. Outside of the downtown, the Gainesville-Hall Chamber of Commerce posts on-line information about available industrial buildings and sites. Stakeholders in the development community have noted that it will be important for the City to have sufficient Planning and Building Inspections staff and processes in place to efficiently address rezoning requests and development plans for industrial and commercial properties. The City also participates in the Gainesville-Hall Economic Development Council.

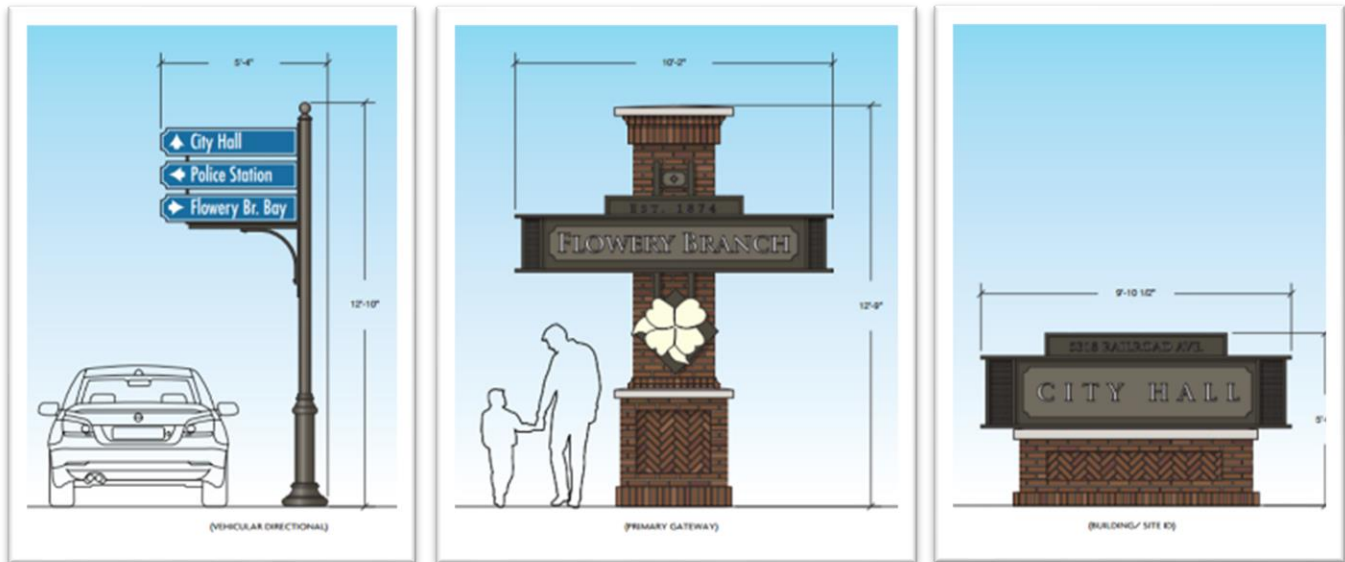
To assist with way-finding and branding, the 2005 Comprehensive Plan Update recommended “gateway improvements” whereby the following primary corridors that act as gateways to the city be enhanced and maintained:



2014 Old Town Redevelopment Plan Recommendations

- Entry into the city of Flowery Branch from I-985 at Spout Springs Road;
- Entry into the city of Flowery Branch from Atlanta Highway into the downtown area;
- Entry into the city of Flowery Branch from the intersection of McEver Road and Gainesville Street;
- Other primary corridors that are identified (such as Exit 14, the new interchange at I-985); and
- Additional suggestions in the Old Town Redevelopment Plan for downtown gateway projects

To that end, the City has prepared designs for citywide signage project to be implemented in phases.



Economic Development Action Items

- Update 2014 Old Town Redevelopment Plan to guide continued downtown revitalization efforts
- Communicate and promote local initiatives and events via newly created Events and Information Coordinator & Downtown Manager positions
- Conduct “ease of doing business” assessment of development-related processes outlined the Zoning and Subdivision Ordinances
- Implement Citywide Signage Project

Community Facilities and Services (includes Transportation)

As mentioned under the Housing section, survey respondents expressed concerns about the **impacts of residential growth on public facilities and services**. These include water, wastewater (sewer), stormwater, park, and transportation facility needs.

In order to meet current and future demands, the City has plans to meet **water and wastewater system needs** over the next five years. In 2020 the City was awarded \$23,300,000 in Georgia Environmental Financing Authority (GEFA) financing to update its water reclamation system to increase wastewater treatment capacity

and \$5,710,000 in GEFA financing to purchase a new well system to increase water supply to the city. The wastewater treatment plant expansion will double the plant's capacity to serve approved and future residential, commercial, and industrial development.

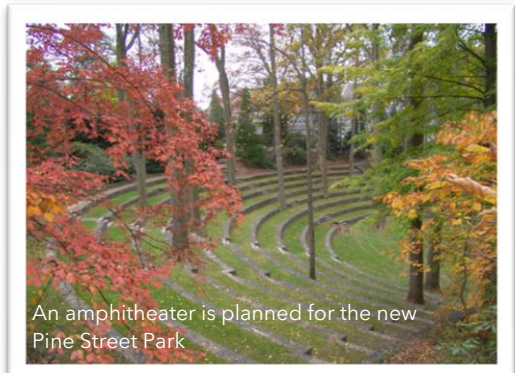
Stormwater infrastructure needs in the downtown area were cited as an issue in the 2016 Comprehensive Plan update. The City has undertaken, or is in the process of, stormwater improvement projects downtown and on East Main Street and Lights Ferry Road. However, there is **not a comprehensive stormwater management program** with additional identified project needs and dedicated funding to repair and maintain a stormwater system for the long term.

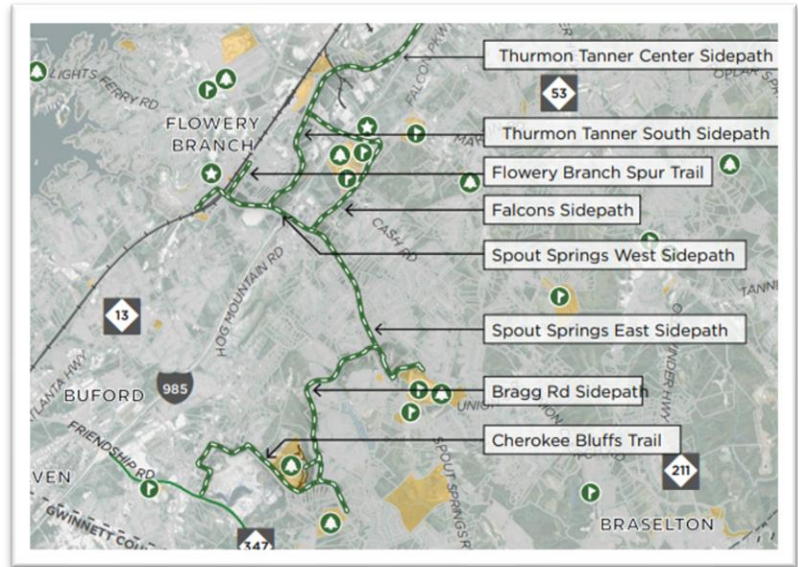
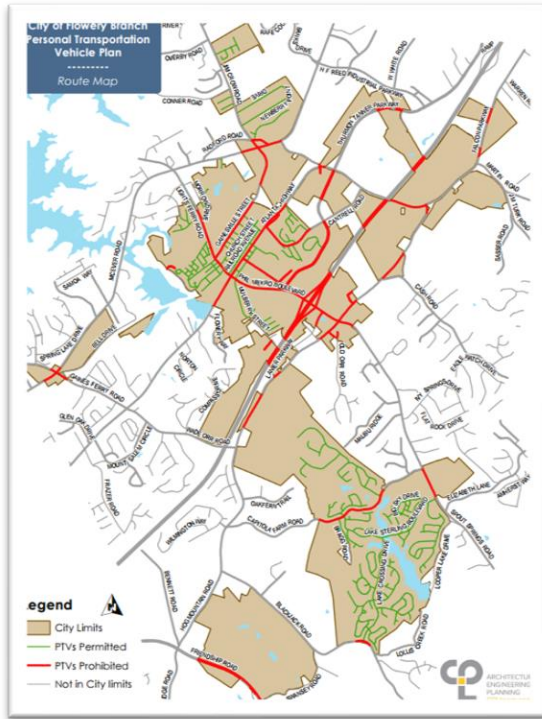
The **need for additional parks and greenspace** was identified by survey respondents, in particular in the Old Town area. As part of the overall downtown revitalization efforts that have also been identified by the public as an important initiative, the City has been working toward **adding park space to Old Town**. In addition to the Dean Jones Family Park at the downtown roundabout, designs have been prepared for the following new parks:

- *Farmer's Market Pavilion Park* – a covered pavilion behind the Depot between Main Street and Knight Drive, with a 20-space parking lot adjacent to the railroad
- *Pine Street Park* – amphitheater, fountain and picnic pavilion; Church Street (between Main and Pine Streets) would be curbsless to accommodate pedestrian traffic in the style of the Dutch “woonerf” or “living street”
- *Chestnut Street Park* – open space, pavilion and play area

In addition to park space, other recreation-related amenities that also can provide needed connectivity are **sidewalks, multi-purpose trails, bike lanes, and golf cart paths**. Survey responses indicated a desire for all of these. Sidewalks are required to be installed with new developments, and sidewalks are being expanded downtown as redevelopment projects continue, but there is no citywide inventory or plan to address gaps or extend new sidewalks.

The City has a Personal Transportation Vehicles (PTV) Plan that shows where PTVs (i.e., golf carts) are allowed in the City. It has recently been amended to include East Main Street.





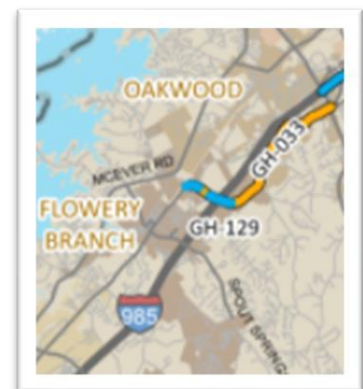
Left: Flowery Branch Personal Transportation Vehicle Plan Route Map (it has been amended to allow PTVs on East Main Street; not shown)

Top: Recommended local trails in the South Hall Trail Study

In 2019 the Gainesville-Hall Metropolitan Planning Organization (MPO) published the South Hall Trail Study. The trail corridor study recommended segments in Flowery Branch that form the framework for a comprehensive citywide multi-use trail system. However, a more detailed, city-specific plan is needed to fully address needed connectivity that be provided by both new trails as well as additional sidewalks.

In order to fund construction of a trail system in Flowery Branch, the City has the potential to utilize development impact fees that it collects for “Parks and Recreation” on behalf of Hall County as part of an almost 20 year intergovernmental agreement. However, the terms of the agreement do not give the City the ability to direct where the funds will be spent, and there is not a current list of City-specific park needs (which could include trails) that is incorporated into the County’s Capital Improvements Element (CIE).

Road congestion was cited by numerous survey respondents as a significant issue in the city. As part of the Gainesville-Hall MPO, the city is addressed in the MPO’s Regional Transportation Plan, which is updated every five years. Due to the scope of the plan, local needs are not addressed in detail. Projects that are included are long-range (not projected to be constructed for at least 10 years) due to lack of funding: Widening of SR 13/Atlanta Highway/Falcon Parkway from Radford Road to south of SR 53/Winder Highway (*project GH-033 at right*) and operational improvements at SR 13/Atlanta Highway/Falcon Parkway at I-985 & at CR 527/Thurmon Tanner Parkway (*project GH 129 at right*). The plan no longer includes improvements at Exit 12 of I-985 that were



anticipated with the planned widening of I-985 that the Georgia Department of Transportation (GDOT) has determined is no longer necessary.

To address **congestion at major intersections** along McEver Road, the MPO recently completed the McEver Road Intersection Report (2021), which includes conceptual plans for roundabouts at the intersections inside the city limits: at Gaines Ferry Road and at Radford Road. Beyond these intersections, a holistic approach to addressing traffic is needed in the city. The MPO commissioned a Citywide Traffic Improvement Study for the City of Oakwood that evaluated conditions at 18 strategic locations in the city's road network and prepared improvement strategies and planning-level costs. Flowery Branch would benefit from the same type of study.

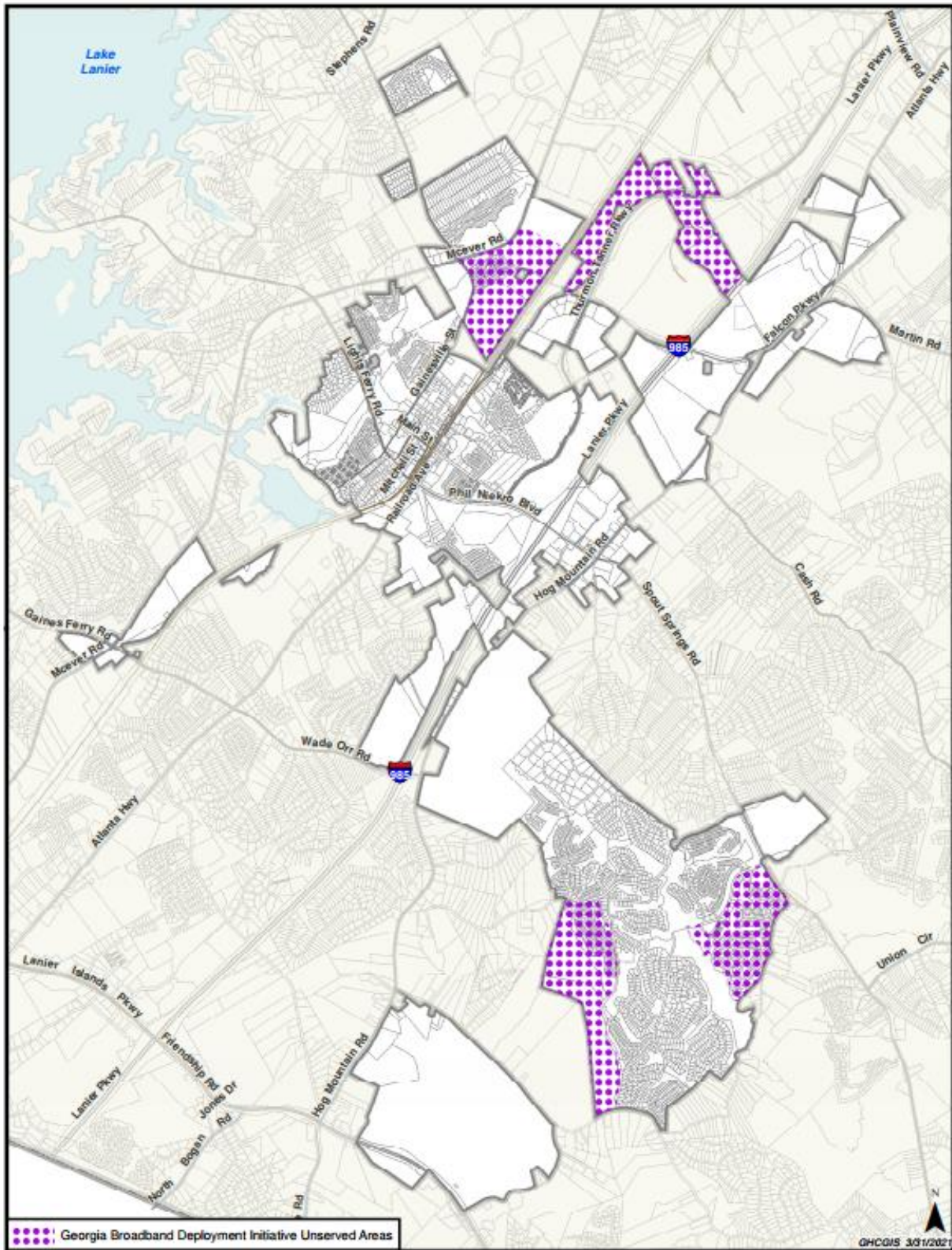
In accordance with DCA's Minimum Standards and Procedure for Local Comprehensive Planning, local governments must address the **availability of broadband services** and the deployment of broadband services by service providers into unserved areas. According to the Federal Communications Commission (FCC) there are no unserved areas inside the city limits of Flowery Branch, however the criteria utilized by DCA under its Georgia Broadband Deployment Initiative (GBDI) shows unserved pockets (see map on next page). An entire Census block is deemed unserved when 20% of homes and businesses in a Census block do not have broadband access.

Of the areas shown, several are undeveloped parcels, and a large area is a land application system (LAS) that treats wastewater. Another pocket is a mix of developed sites and large undeveloped lots that abut one another, and the remaining areas are occupied by homes (some of which had not been constructed when the GBDI map data was compiled) in a large development that has broadband access. The City will confirm broadband availability to these areas and evaluate the steps promoted by the State to achieve certification as a Broadband Ready Community.

Community Facilities and Services Action Items

- Construct Farmer's Market Pavilion Park, Pine Street Park, Chestnut St. Park
- Conduct a Stormwater Utility Feasibility Study to understand the City's stormwater needs, the timing of each needed project and associated costs, and the process for establishing a funding mechanism that could allow the City to become more proactive with maintenance and repairs and also free up General Fund and SPLOST funds for other pressing local needs
- Coordinate with Hall County to implement McEver Road roundabouts (@Gaines Ferry and Radford Roads)
- Coordinate with GDOT to evaluate signalization timing at Atlanta Highway/Phil Niekro
- Prepare a Citywide Traffic Improvement Study
- Expand criteria for triggering a Traffic Impact Study with development proposals to better assess impacts of new development on the existing road network
- Construct East Main Street trail (12' multi-use path from Thurmond Tanner Road to Flowery Branch City Park) that was identified in the Old Town Redevelopment Plan
- Prepare a Citywide Bicycle/Pedestrian Plan to address connectivity by sidewalks, multi-use trails, and bicycle facilities
- Coordinate with Hall County on the use of impact fees for parks and trails projects, and for applicable planning studies (at a minimum, a Bicycle/Pedestrian Plan; consideration can also be given to a comprehensive Parks and Recreation Plan that can address bicycle and pedestrian facilities, greenspace, and traditional recreation components)

Unserved Broadband Areas (based on June 2020 GBDI data)



CHAPTER 4. COMMUNITY VISION

While every component of the Comprehensive Plan is important, it is this chapter that is most influential in terms of everyday decision-making. The Future Development Map presented in this chapter is most often (and properly) cited in support or denial of zoning and other land use changes. It is preceded by a general vision statement, which is intended to paint a picture of what the community desires to become. Both the Future Development Map and the Vision Statement have the 2016 Comprehensive Plan as their foundation and are updated in this 2021 Comprehensive Plan.

Chapter 3 satisfies both the “Community Goals” element and the “Land Use Element” required by the Georgia of Community Affairs’ Planning Standards for Local Comprehensive Planning.

Vision Statement

The City of Flowery Branch, located in the Georgia Mountains region bordering Lake Lanier, will remain the proud home of the Atlanta Falcons football team. The City envisions a healthy natural environment including clean water in the Lake Lanier watershed, a significant tree canopy, and a continuation of sustainable environmental practices. The City envisions a revitalized Old Town, which has resulted from the successful balancing of historic preservation goals with redevelopment objectives. Old Town will be a premier destination for residents and visitors with its charm and proximity to Lake Lanier.

The City envisions a balanced property tax base comprised of in-town neighborhoods, master planned communities, varied retail opportunities, a strong Old Town, as well as business parks, industrial employment centers, and retail and mixed use centers in the Interstate 985 corridor. Flowery Branch envisions new, high quality development that it is distinguishable from other places, is designed to minimize the amount of land consumed, and that retains the distinctiveness and charm of a small town.

Flowery Branch will be proactive in accommodating broader mobility needs, resulting in residents being able to walk or bike safely from residential neighborhoods to nearby parks, open spaces, civic places, and commercial facilities. The City will accommodate diverse future housing needs that are integrated into well-planned neighborhoods or developments and that contribute to the City’s economic growth. The city government will maintain high level of service standards for existing residents and businesses and will expand municipal services to support job growth within activity centers, neighborhood commercial areas, industrial employment areas, and Old Town.

Future Development Map

The most important illustrative graphic of the comprehensive plan is the Future Development Map, which is presented in this chapter. This map is intended to guide decision-making related to the physical location of certain land uses and where the most appropriate type and intensity of development should occur. Although the Future Development Map will be cited as an overall expression of the City's land use policy, care must be taken to interpret the map with due regard to the City's overall vision statement, character area policy, and other narratives provided in this comprehensive plan.

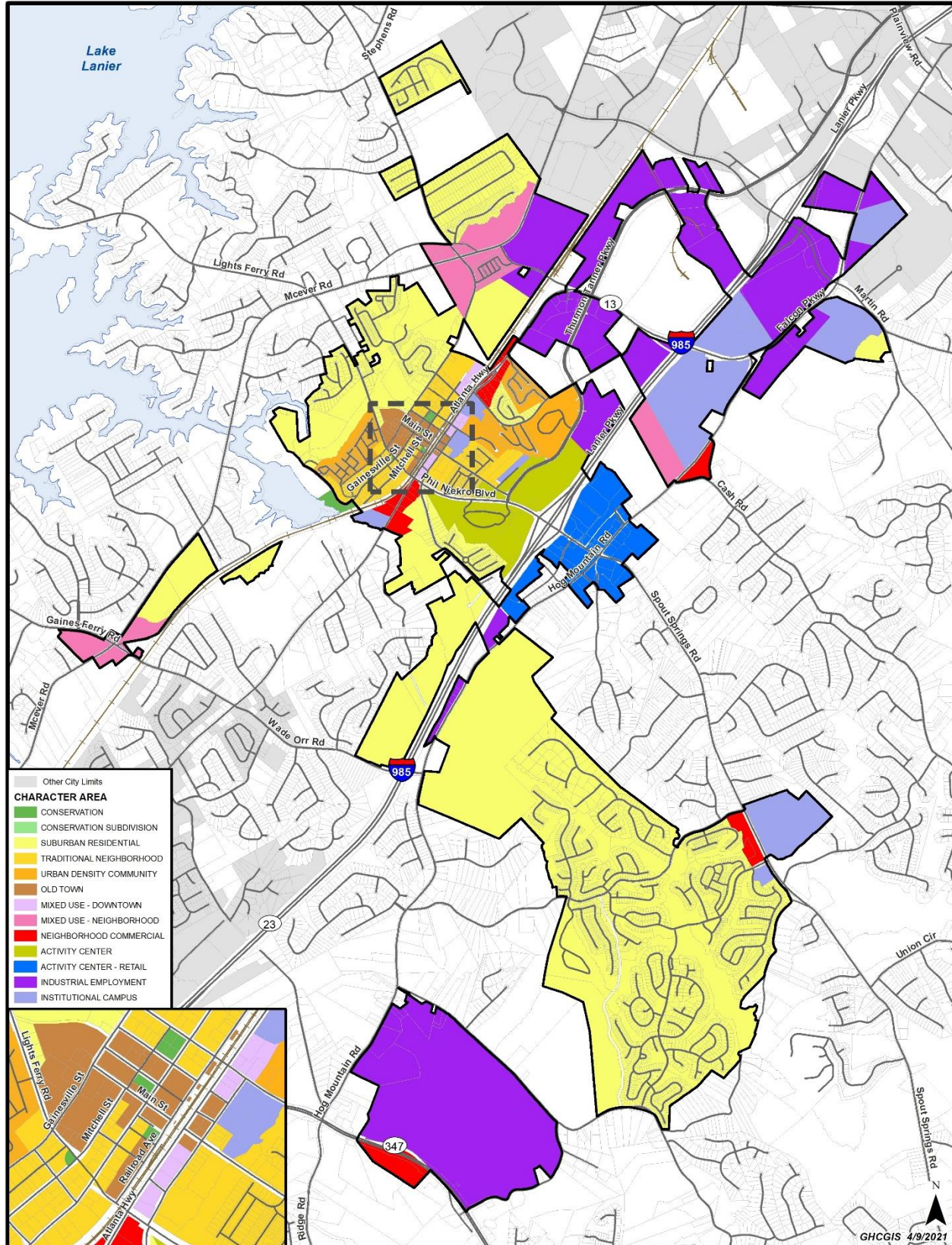
Character Areas

The Future Development Map shows the geographic location of unique character areas that describe the type of development desired for particular areas in a community. Every parcel in the City is included in a character area, and the boundary for each area generally follows parcel and/or street lines. The accompanying description of each character area is presented as a "character area policy" that summarizes the desired vision for each area, including appropriate: land uses, density or intensity of development, aesthetics and zoning districts for each area. When applicable, implementation strategies are also provided, which are also carried over into the 5-Year Community Work Program in Chapter 5.

The following character areas are reflected on the Future Development Map and are described in this chapter:

- Conservation
- Suburban Residential
- Traditional Neighborhood
- Urban Residential Community
- Old Town
- Mixed Use – Downtown
- Mixed Use – Neighborhood
- Neighborhood Commercial
- Activity Center
- Activity Center – Retail
- Industrial Employment
- Institutional Campus

Future Development Map



Conservation

Conservation areas include City-owned or maintained parks and open spaces.

Vision

Protect open space and environmentally sensitive areas for recreation and conservation purposes.

Design Principles

- Minimal impervious surface
- Site features, building placement and exterior materials should blend with the surrounding landscape
- Emphasis on pedestrian access and use

Land Uses

- Passive and active recreation
- Undeveloped areas in their natural state

Zoning

No zoning districts implement this character area, with the exception that City parks may be zoned INST, Institutional District. Private properties may be required to provide open space or recreational amenities based on their underlying zoning classification; in addition, properties are subject to environmental protection ordinances that also contribute to how a property may be used and developed.

Implementation Strategies

Actions items focus on adopting or amending local regulations intended to conserve open space and tree cover and to enhance water quality. These are described in the Needs and Opportunities Chapter in the Natural Resources section.

Illustrative Photos



Flowery Branch City Park on Lake Lanier



Flowery Branch City Park



Dean Jones Family Park at Snelling/Lights Ferry/Mitchell roundabout

Suburban Residential

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

Vision

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

Design Principles

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

Land Uses

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

Zoning

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

Implementation Strategies

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

Illustrative Photos



Traditional Neighborhood

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

Vision

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

Design Principles

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

Land Uses

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

Zoning

- TND, Traditional Neighborhood Development

Illustrative Photos

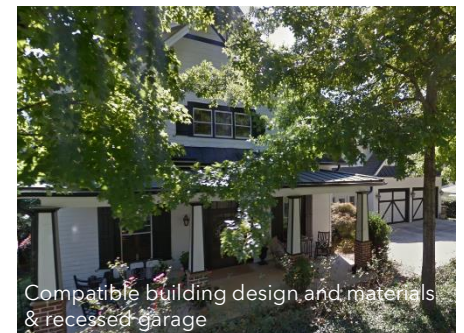
Mitchell Street in-fill housing concepts with compatible architectural styles & emphasis on the porch



Infill development on Chestnut St. with rear entry garages



New development should be consistent with the style and building materials of this existing dwelling



Urban Density Community

Urban Density Community areas reflect existing townhouse and multi-family developments in the city.

Vision

Maintain higher density, urban living environments that contribute to housing options within the city.

Design Principles

- Densities range from 6 to 12 units per acre
- Master planned with high quality architecture and building materials, entrance landscaping, and recreational amenities (subject to design review and approval)

Land Uses

- Duplex
- Triplex
- Quadplex
- Apartment complexes
- Townhouses
- Retirement community / senior housing
- Manufactured home parks

Zoning

- R-3, Residential Multi-Family District
- PUD, Planned Unit Development District
- MHP, Manufactured Home Park

Implementation Strategies

Amend City's Architectural Design Standards to address residential buildings

Illustrative Photos



Old Town

Old Town encompasses the historic central business district and includes a significant portion of the Old Town Redevelopment Plan (2014) boundary and the Flowery Branch Historic District.

Vision

Protect and enhance downtown, making it a vibrant, pedestrian-friendly focal point of the City that integrates new development in a historic framework with a mix of uses, increased density at a comfortable scale, and open spaces and high quality buildings that enhance the public realm.

Design Principles

- Small blocks; lots on narrow streets
- Pocket parks or greenspace as a part of mixed-use developments
- Architectural style and building materials that complement the historic fabric of the area (design review is required)
- Typically greater lot coverages, building heights, and building intensities and little or no front and side building setbacks when compared with other character areas
- Redevelopment must be consistent with principles and recommendations of the Old Town Redevelopment Plan

Land Uses

“Main Street”-style commercial and vertical mixed use with retail and restaurants. Residential uses include upper floor dwelling units in mixed use buildings, single-family dwellings, and limited townhome development.

Zoning

- CBD, Central Business District
- TND, Traditional Neighborhood Development

Implementation Strategies

Update the 2014 Old Town Redevelopment Plan to identify additional development/redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district.

Illustrative Photos

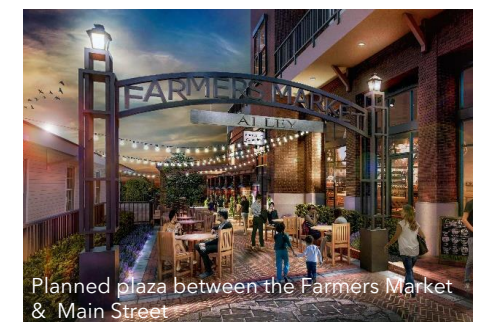
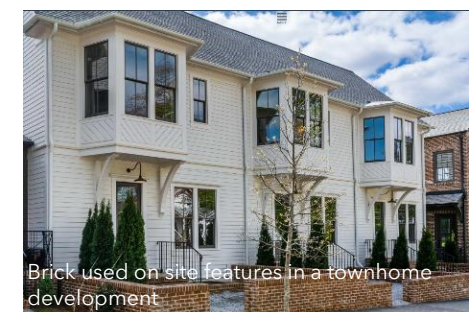
The Crest mixed-use buildings on Main Street will be constructed of traditional brick



Historic brick commercial buildings opposite The Crest



Brick used as a residential accent material, consistent with existing dwellings in the area



Mixed Use - Downtown

The Mixed Use - Downtown area includes parcels along the railroad that are adjacent to the Old Town and Traditional Neighborhood character areas and are not included in the Flowery Branch Historic District.

Vision

Promote development and adaptive reuse of buildings that support a mix of uses in a manner that complements the historic character and building scale of Old Town and is consistent with the intent of the Old Town Redevelopment Area.

Design Principles

- Densities range from 6 to 12 units per acre
- Master planned with high quality architecture and building materials, entrance landscaping, and recreational amenities (subject to design review and approval)

Land Uses

- Retail and service uses
- Residential as part of a mixed use development
- Civic and institutional
- Open space and recreation

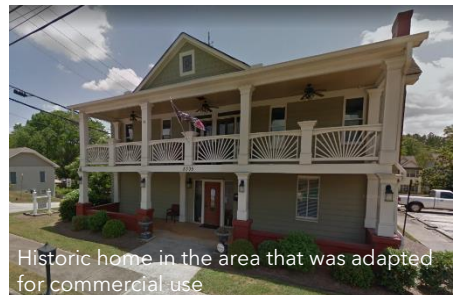
Zoning

- CBD, Central Business District
- NS, Neighborhood Shopping District

Implementation Strategies

Assess existing Architectural Guidelines and Pedestrian Retail design standards

Illustrative Photos



New commercial or mixed-use development should reflect the scale and style found in Old Town (shown is a rendering of The Crest on Main Street)

Mixed Use - Neighborhood

Mixed Use – Neighborhood areas are located around the McEver Road intersections with Gaines Ferry Road, Gainesville Street and Radford Road.

Vision

Commercial development at significant intersections that serves surrounding neighborhoods, with consideration given to mixed use developments having commercial uses or open space/recreation (in response to market conditions) that are oriented to existing public streets.

Design Principles

- Connectivity between uses and developments
- Automobile and pedestrian accessibility
- Enclosed buildings with no outside storage and limited outdoor display of goods and merchandise
- Integration of open space as an attractive design element and functional component in mixed use development
- High quality building materials and site features

Land Uses

- Small-scale neighborhood commercial uses
- Residential in the context of a mixed use development
- Open space / recreation

Zoning

- NS, Neighborhood Shopping District
- PUD, Planned Unit Development District

Implementation Strategies

Assess existing Architectural Guidelines and Pedestrian Retail design standards to ensure desired quality of development can be achieved.

Illustrative Photos



Neighborhood Commercial

Neighborhood Commercial areas include the Atlanta Highway corridor beyond the limits of the Old Town and Mixed Use – Downtown character areas, as well as pockets of undeveloped property having the potential to serve nearby residential areas with commercial uses.

Vision

Provide areas for limited, small-scale commercial uses of a convenience nature serving nearby residential neighborhoods as opposed to a regional market.

Design Principles

- Attractive, non-auto related neighborhood businesses and services, with distinctive architectural features
- Buildings and developments are scaled to be compatible with and promote pedestrian activity
- Open space is presented as suburban plazas or small open spaces
- Entrances, frontages, and building façades are softened with landscaping and low-lying signs
- Buildings are enclosed with no outside storage and limited outdoor display of goods and merchandise
- Intensities are within a range of approximately 10,000 to 15,000 square feet per acre and shall not generally exceed 25,000 square feet in any one tenant space, to keep the bulk and intensity in scale compatible with adjacent neighborhoods

Land Uses

- Small-scale neighborhood commercial uses
- With the exception of convenience stores with gasoline pumps, uses do not include automotive uses or other types of more intensive highway business activities, or those uses that generate excessive traffic, noise, odors, pollution, safety hazards, or other adverse impacts which would detract from the desirability of adjacent properties for residential use

Zoning

- NS, Neighborhood Shopping District

Implementation Strategies

Assess existing Architectural Guidelines to ensure desired quality of development can be achieved.

Illustrative Photos



Examples of smaller-scale neighborhood commercial uses and a monument sign (vs. a taller pole sign) with a brick base that matches the gas station exterior (on Atlanta Hwy)

Activity Center

The Activity Center character area includes properties oriented around the west side of the interchange of Phil Neikro Boulevard and I-985.

Vision

Create an accessible, attractive center of retail businesses and services that can also serve as a residential feeder for Old Town.

Design Principles

- As far as practicable, buildings should not be separated from fronting streets by large parking lots
 - Placement of outparcel buildings between a large parking lot and the street should be used to help define the streetscape and lessen the visual impact of the parking lot from the street
 - Proper landscape buffers, streetscapes, and parking lot landscaping
 - Perimeter and security fencing should be constructed of attractive materials which are compatible with the design and materials used throughout the project; razor wire, chain link fencing, and electric fencing should not be used
 - Accessory structures should be designed to provide a cohesive project site and be sited to not be directly visible as the primary view from the street into the project site
- Outside storage of merchandise, and/or equipment not intended for display for public rent, lease, or sale, should be screened from view from the right-of-way along the entire property frontage, except in areas where access crossings have been approved
- Pedestrian accessibility and connectivity

Land Uses

- Commercial uses
- Residential uses when part of a mixed use development

Zoning

- HB, Highway Business District
- PUD, Planned Unit Development District (required for mixed use proposals)

Implementation Strategies

Amend the HB zoning district to limit uses to those that are solely commercial in nature; mixed use proposals should be zoned to PUD to better regulate building and site design.

Illustrative Photos



Examples of mixed-use developments with accessible commercial uses and

Activity Center - Retail

The Activity Center-Retail character area includes properties oriented around the east side of the interchange of Spout Springs Road and I-985. The area includes Stonebridge Village and Village Shoppes of Flowery Branch.

Vision

Expand opportunities for varied and larger-scale retail businesses and services in areas that are served by a network of collector and arterial roads.

Design Principles

- As far as practicable, buildings should not be separated from fronting streets by large parking lots
- Placement of outparcel buildings between a large parking lot and the street should be used to help define the streetscape and lessen the visual impact of the parking lot from the street
- Proper landscape buffers, streetscapes, and parking lot landscaping
- Perimeter and security fencing should be constructed of attractive materials which are compatible with the design and materials used throughout the project; razor wire, chain link fencing, and electric fencing should not be used
- Accessory structures should be designed to provide a cohesive project site and be sited to not be directly visible as the primary view from the street into the project site
Outside storage of merchandise, and/or equipment not intended for display for public rent, lease, or sale, should be screened from view from the right-of-way along the entire property frontage, except in areas where access crossings have been approved
- Pedestrian accessibility and connectivity

Land Uses

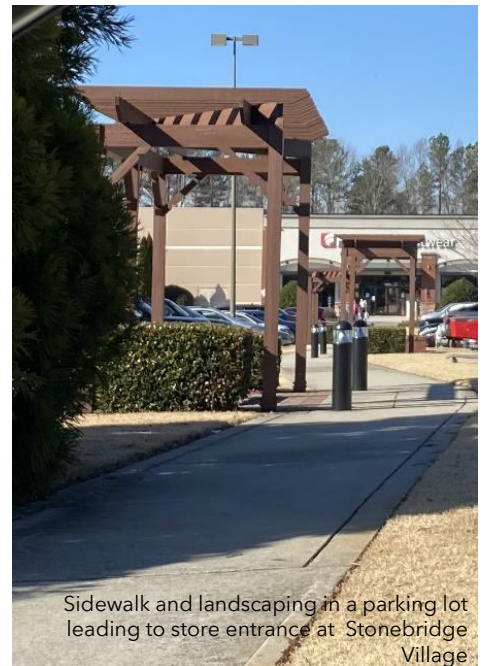
- Commercial uses

Zoning

- HB, Highway Business District

Illustrative Photos

Stonebridge Village shopping center



Sidewalk and landscaping in a parking lot leading to store entrance at Stonebridge Village



Landscaped island in Home Depot parking lot

Industrial Employment

Industrial Employment areas include existing industrial uses, industrial zoned properties, and undeveloped properties situated around Exit 14 of I-985.

Vision

Function as a concentration of employment and job activity, contributing heavily to the employment and economic base of the city.

Design Principles

- Entrances, frontages, and building façades are softened with landscaping and low-lying signs
- Pedestrian access along road frontages
- High quality building materials and site design
- Adequate buffers adjacent to non-industrial uses or zoned properties
- Limit long uninterrupted wall planes that are visible from the public right-of-way

Land Uses

Light and heavy industries

Zoning

- M-1, Light Industrial District
- M-2, Heavy Industrial District

Implementation Strategies

Evaluate existing Architectural Guidelines to ensure requirements support desired building materials, lighting, landscaping, and buffers.

Illustrative Photos



Landscaping, fenestration (windows), varied rooflines and building materials, and offsets

Institutional Campus

The Institutional Campus character area includes the Falcons Training Facility, public schools, large churches, County library, and some City-owned properties.

Vision

Accommodate single-function institutional uses where public access is controlled or limited.

Design Principles

- Campus-style site planning
- Generous landscaping
- Internal pedestrian connectivity
- Relatively low intensities
- Uniform signage
- High quality building materials

Land Uses

- Primarily public and institutional
- Office buildings/parks

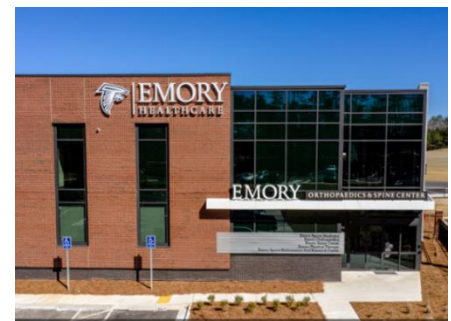
Zoning

- INST, Institutional District
- O-P Office Professional District

Implementation Strategies

Strengthen building and site design standards for Office, Institutional, Business Parks, and Industrial Parks and Campus by more clearly delineating requirements vs. guidelines.

Illustrative Photos



CHAPTER 5. IMPLEMENTATION PROGRAM

Community Work Program

The Implementation Program identifies the specific measures to implement the Flowery Branch Comprehensive Plan. These measures are identified in a Community Work Program (CWP). The CWP identifies action items to be undertaken in the next five years. The CWP groups actions by type, including: regulations, processes and programs, inventories and assessments, detailed planning studies, and community improvements / infrastructure projects.

For each action, the CWP outlines the following information:

- Type of action or implementation strategy
- Brief description
- Timeframe for undertaking the activity (2021/22, 2023, 2024, 2025, 2026)
- Estimated cost
- Responsible party for implementing the activity
- Potential funding source:
 - GF = General Fund
 - SPLOST = Special Purpose Local Option Sales Tax
 - LRF = Local Resources Fund
 - TAD = Tax Allocation Revenue Bond Proceeds Fund
 - GEFA = Georgia Environmental Finance Authority Debt Proceeds Fund
 - TAP = Georgia Department of Transportation (GDOT) Transportation Alternatives Program

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Regulations								
Prepare a Unified Development Code that updates, consolidates and streamlines land use and development regulations and supports the goals of the Comprehensive Plan	✓					Costs to be determined based upon project needs	Planning and Community Dev.	GF
Adopt Water Supply Watershed Protection Ordinance	✓					Staff Time	Planning and Community Dev.	GF
Adopt Groundwater Recharge Protection Area Ordinance	✓					Staff Time	Planning and Community Dev.	GF
Amend Buffers, Tree Protection and Landscaping Ordinance to strengthen tree retention and planting requirements	✓					Staff Time	Planning and Community Dev.	GF
Evaluate the effectiveness of minimum open space requirements in all zoning districts and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Amend clearing and grading requirements to clearly delineate requirements vs. guidelines	✓					Staff Time	Planning and Community Dev.	GF
Amend 'Architectural Design' standards in the Zoning Ordinance to include residential dwelling types	✓					Staff Time	Planning and Community Dev.	GF
Codify general 'Historic District Design Guidelines' from the 2016 Comprehensive Plan	✓					Staff Time	Planning and Community Dev.	GF
Prepare tailored, stand-alone Flowery Branch Historic District Design Guidelines document		✓				\$20,000	Planning and Community Dev.	Historic Preservation Fund Grant & GF
Assess 'Pedestrian Retail' design standards in the Zoning Ordinance to ensure desired design is supported and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Amend HB zoning district to limit uses to those that are solely commercial in nature	✓					Staff Time	Planning and Community Dev.	GF
Amend Planning Unit Development (PUD) requirements to enhance open space and site design requirements	✓					Staff Time	Planning and Community Dev.	GF
Evaluate zoning buffer standards to ensure they are sufficient where industrial uses abut residential properties and identify potential amendments, as necessary	✓					Staff Time	Planning and Community Dev.	GF
Evaluate 'Architectural Design' standards in the Zoning Ordinance to ensure requirements for industrial buildings include desired building materials, lighting, and landscaping	✓					Staff Time	Planning and Community Dev.	GF
Strengthen building and site design standards for 'Office, Institutional, Business Parks, and Industrial Parks and Campus' in the Zoning Ordinance by more clearly delineating requirements vs. guidelines	✓					Staff Time	Planning and Community Dev.	GF
Expand criteria for triggering a Traffic Impact Study with development proposals	✓					Staff Time	Planning and Community Dev.	GF
Process/Program								
Evaluate development review and permitting processes to assess the ease of doing business in Flowery Branch	✓					Staff Time	Planning and Community Dev.	GF

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Submit Tree City USA application (in conjunction with updated Buffer, Tree Protection and Landscaping Ordinance)	✓					Staff Time	Planning and Community Dev.	GF
Expand local code enforcement capability by increasing full-time personnel	✓					\$60,000	Planning and Community Dev.	GF
Enhance community outreach capability /promote local initiatives, events and programs (both citywide and downtown-oriented) by adding dedicated staff positions	✓					\$120,000	City Manager and Planning and Community Dev.	GF
Implement citywide signage project (for gateways, corridors and Old Town)	✓	✓				\$350,000	City Manager	SPLOST / LRF
Continue to implement Metropolitan North Georgia Water Planning District's Water Resource Management Plan, including 5-year updates to local Water Master Plan and Wastewater Master Plan	✓	✓	✓	✓	✓	Staff Time	Public Works	GF
Inventory/Assessment								
Update Citywide Historic Resources Survey		✓				\$15,000	Planning and Community Dev.	Historic Preservation Fund Grant & GF
Track citywide housing ratios with rezoning applications against updated 'housing mix policy' of 70% single-family/15% townhomes/15% multi-family	✓	✓	✓	✓	✓	Staff Time	Planning and Community Dev.	GF
Detailed Planning Study								
Prepare a citywide Housing Market Analysis that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs	✓	✓				\$27,500	Planning and Community Dev.	GF
Update the 2014 Old Town Redevelopment Plan		✓				Costs to be determined based upon project needs	Planning and Community Dev.	GF
Conduct a Stormwater Utility Feasibility Study	✓					\$35,000	City Manager	LRF / GF
Prepare a citywide Traffic Improvement Study	✓					Costs to be determined based upon project needs	City Manager/Hall-Gainesville MPO	MPO federal funds
Prepare a citywide Bicycle and Pedestrian Plan		✓				Costs to be determined based upon project needs	City Manager/Hall-Gainesville MPO	GF
Community Improvements / Infrastructure Projects								
Construct Farmer's Market Pavilion Park and Pine Street Park (and related streetscape and parking improvements)	✓					\$5 million	City Manager	TAD
Construct Chestnut Street Park	✓					Costs to be determined based upon project needs	City Manager	TAD
Construct East Main Street Trail from Thurmond Tanner Road to Flowery Branch City Park	✓	✓	✓	✓	✓	\$5.6 million	City Manager/ Planning and Community Dev.	TAP Grant/TAD/ GF
Construct water and sewer capacity expansion projects, including expansion of the Water Quality Reclamation Facility to double its wastewater treatment capacity	✓	✓				\$28 million	Public Works	GEFA

Flowery Branch Community Work Program

Action/ Implementation Strategy	Time Frame					Cost Est.	Responsible Party	Funding Source
	21/ 22	23	24	25	26			
Coordinate with GDOT to evaluate signalization timing at Atlanta Highway / Phil Niekro Blvd.	✓					Staff Time	Planning and Community Dev.	GF
Coordinate with Hall County on the use of impact fees for local trail and park projects, consistent with the 2004 Intergovernmental Agreement, as well as supporting planning studies	✓	✓	✓	✓	✓	Staff Time	City Manager	GF
Coordinate with Hall County MPO to implement McEver Road roundabouts @ Gaines Ferry and Radford Roads	✓	✓	✓			Costs to be determined based upon project needs	City Manager	SPLOST

APPENDICES

Appendix A. Growth Area Policy Map

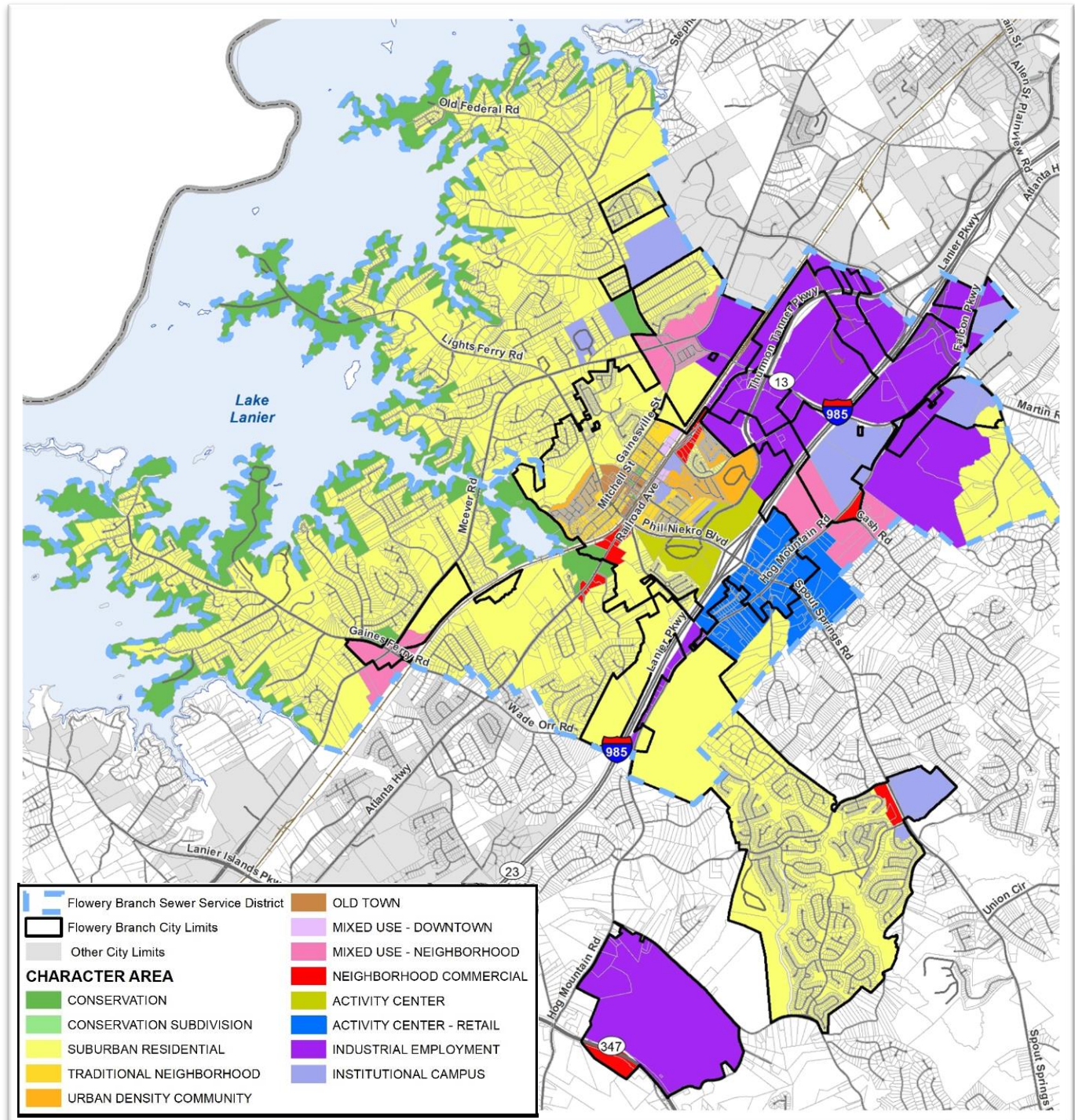
Appendix B. 2016-2021 Report of Accomplishments

Appendix C. Public Involvement Documentation *(to be added)*

Appendix D. Flowery Branch Historic District Design Guidelines *(to be added)*

Appendix A. Growth Area Policy Map

The following map was prepared to assist with the review of annexation requests. It depicts the citywide Future Development Map boundaries (bound in **black**) as well as an expanded area that reflects the portions of unincorporated Hall County that are in the Flowery Branch Sewer Service Area. The character area policies described in Chapter 4 apply to the expanded area



Appendix B. 2016-2021 Report of Accomplishments

The Report of Accomplishments (ROA) provides a status of each work item identified in the 5-year Community Work Program in the 2016 Comprehensive Plan Update.

2016-2021 Report of Accomplishments

Activity	Status				
	Complete	Underway	Postponed	Dropped	Comments
Land Use					
Development Management – assess and modify land use regulations		✓			Numerous Zoning Ordinance amendments were adopted in 2018, with additional changes made on an as-needed basis; additional regulatory updates will be made with the 2021/22 preparation of a Unified Development Code (UDC).
Regulatory Summaries – provide better summary guidance on what to expect in developing land		✓			All forms, applications, meeting schedules and fee schedules are posted online; the upcoming 2021/22 UDC project will evaluate processes related to land development to ensure guidance is clear.
Special/Small Area Planning (participate with developers as opportunities arise)		✓			The City is actively implementing the Old Town Redevelopment Plan (2014), which includes mixed-use and residential projects with developers. This item is expressed in the new CWP as a proposed 2023 update to the 2014 plan.
Economic Development					
Economic Development Council (reevaluate and revise intergovernmental agreement)				✓	The City remains a member of the Greater Hall Chamber of Commerce’s Economic Development Council but recognizes the need for additional in-house staff to support economic development initiatives; the addition of personnel is addressed in the City’s annual budget process.
Market Nonresidential Properties; (compile and disseminate database of developable properties)	✓				The Chamber of Commerce markets industrial properties and the City contracts with a leasing agent to help with marketing downtown commercial properties. Future in-house hire(s) can support these efforts.
Economic/Downtown Development (ongoing; increase personnel/activities)		✓			The Community Development Director acts in this capacity; the new CWP includes recommendations that reflect the City’s needs for 2021/22.
Housing					
Old Town Redevelopment (implement projects called for in redevelopment plan)		✓			The City continues to implement projects; the CWP cites a need to update the redevelopment plan in 2023 to identify additional development and redevelopment projects.

2016-2021 Report of Accomplishments

Activity	Status				Comments
	Complete	Underway	Postponed	Dropped	
Senior-friendly Housing (examine options and implement incentives)				✓	There are no apparent regulatory barriers, as senior-friendly housing can develop in any residential zoning district or Planned Unit Development district; The Sterling on the Lake development features a new 55+ neighborhood
Institutional Residential Living (identify locations and facilitate via regulations)				✓	These uses (e.g. nursing homes, continuing care retirement communities) are allowed in residential zoning districts that allow higher density and in commercial zoning districts.
Housing Code Enforcement (on-going)		✓			The City contracts with a private firm for this function and is seeking to hire in-house personnel to expand its code enforcement ability in 2021/22.
Community Development (pursue grant funds where available)		✓			The new CWP identifies grant funds as potential funding sources for some action items (dates vary).
Natural Resources Protection					
Natural Resources Protection (ongoing)		✓			The City administers and enforces numerous ordinances for the protection of natural resources, and the new CWP identifies additional ordinances for adoption as part of the Unified Development Code project in 2021/22.
Historic Resources					
Historic Preservation Commission (ongoing and special projects)	✓				The City has an active Historic Preservation Commission that reviews design proposals in the locally designated Flowery Branch Historic District
National Register of Historic Places (prepare application; consultant)				✓	The larger locally-designed Flowery Branch Historic District affords greater protections to historic resources; however, the smaller National Register District located within the local Historic District can be promoted by the City, and the benefits of expanding its boundaries can be explored when the Historic Resources Survey is updated.
Beautification and Aesthetics					
Gateway Improvements (identify, design, construct/install per program)		✓			This is being implemented in phases; the new CWP describes this as a "citywide signage project" for 2021/22 and 2023.
Screening of Public Works Facility (design and installation)				✓	The Public Works facility is intended to be relocated to a site better suited for it, as part of the vision for Old Town; in the near term, a planned park and small townhome development are being constructed in front of the site, which will provide some screening
Code Enforcement (ongoing)		✓			The City contracts with a private firm for this function and is seeking to hire in-house personnel to expand its code enforcement ability in 2021/22.
Community Facilities					

2016-2021 Report of Accomplishments

Activity	Status				Comments
	Complete	Underway	Postponed	Dropped	
New City Hall and Police HQ (design, construct), plaza, and Pine Street Extension	✓				
Drainage Improvements in Old Town (engineer and install)	✓				Improvements made for new City Hall/Police HQ, City-owned properties on Main Street, and residential construction on Mitchell St.
Police Substation East (land acquisition, design, construct)				✓	There is not a present need for a secondary location in addition to the new Police Headquarters.
Water Master Plan (required by Metropolitan North Georgia Water Planning District)	✓				Completed, with a 5-year update currently underway
Sanitary Sewer Plan (required by Metropolitan North Georgia Water Planning District)	✓				Completed; next 5-year update slated for 2023
Stormwater Management (ongoing regulatory plus infrastructure), including completion of Old Town Stormwater Study completion and implementation		✓			Subdivisions Ordinance addresses stormwater management requirements; Infrastructure improvements were made to support redevelopment projects on downtown City-owned properties (buildings, streetscapes and parks) and SPLOST funds are being used to construct culverts on E. Main and Lights Ferry. However, a comprehensive approach to improvements and maintenance is needed, and the new CWP recommends a Stormwater Utility Feasibility Study for 2021/22.
Parks and Recreation (identify, design, and install improvements)		✓			Park projects are oriented to downtown, to date, as the City implements the Old Town Redevelopment Plan: Dean Jones Family Park constructed and the forthcoming Farmers Market Pavilion Park, Pine Street Park, and Chestnut Street Park are identified in the new CWP for implementation in 2021/22.
Transportation					
Gainesville-Hall MPO Participation (ongoing)	✓				The City is a member of the MPO and participates in the regular updates to the Long Range Transportation Plan and supporting studies such as the South Hall Trail Study. This is a routine item and is not being carried forward.
Old Town Transportation Improvements (including Mitchell St, and design and construct specific projects, including signage)	✓				The roundabout was constructed at Mitchell/Snelling/Lights Ferry, and additional Mitchell St. improvements are under construction; additional parking opportunities have been identified and are being accommodated as redevelopment projects are constructed (buildings and parks)

2016-2021 Report of Accomplishments

Activity	Status				Comments
	Complete	Underway	Postponed	Dropped	
Trails and Pedestrian Improvements (identify, design, construct)		✓			The survey for the East Main 12' multi-use trail is complete, and construction is identified in the new CWP as an annual activity to complete all segments. The South Hall Trail Study (2019) was completed with MPO, and its incremental implementation is facilitated by conservation and trail easements being granted as private properties are developed.
Sidewalk Installation Requirements (code amendment as needed)	✓				Sidewalk requirements are addressed in the Subdivisions Ordinance and Zoning Ordinance, and the Unified Development Code project will consolidate all in one place and address any inconsistencies. The City adopted a Complete Streets Policy to encourage integration of pedestrian and bicycle facilities.
Railroad Right-of-Way Improvements (identify, design, construct)	✓				Agreement is in place with Norfolk Southern Railroad for expanding and paving parking across from Depot; the parking has been designed and is being implemented with the Farmers Market park project.
Local Street Cross-Sections (revise and adopt)	✓				The Urban Redevelopment Plan includes local cross-sections that guide downtown enhancements; these may be updated upon the plan's update.
Connectivity Across I-985	✓				Addressed by construction of Exit 14.
Pavement Management (local street system maintenance)	✓				There is a paving program with annual funding from GDOT's Local Maintenance and Improvement Grant (LMIG) program. This is a routine activity and is not being carried forward in the new CWP.
Intergovernmental Coordination					
Countywide Service Delivery Strategy (participate in update)	✓				This is a routine activity / requirement and is not being carried forward in the new CWP.
Participate in Countywide Emergency Management Planning	✓				This is a routine activity / requirement and is not being carried forward in the new CWP.
Participate in Comprehensive Solid Waste Management Planning with Hall County				✓	No longer applicable.
Periodically Review and Revise Intergovernmental Agreements (IGAs) as Necessary	✓				This is a routine activity / requirement and is not being carried forward in the new CWP, with the exception that the use of park & recreation impact fees collected by the City on behalf of the County via IGA is addressed.
Metropolitan North Georgia Water Planning District (local mandate compliance)		✓			This is reflected in the new CWP as an annual activity.

Appendix C. Community Involvement Documentation

Public Engagement Plan

A Public Engagement Plan (see attached) was prepared to that highlights the proposed public information and outreach methods, as well as project milestones.

Stakeholders

People who live, work, and play in the City of Flowery Branch were the main constituents targeted by the public outreach portion of this project. Efforts were made to ensure that all citizens were informed of the plan, updated on the progress, and allowed an opportunity to provide feedback throughout the life of the project. The Comprehensive Plan outreach focused on collecting input from a representative mix of community members, including:

- City residents
- City business owners
- City leadership (including elected officials)
- Area developers and
- Representatives from the economic development community

Steering Committee Members

A Steering Committee met three times over the course of the Comprehensive Plan development to inform and guide the process, and each member was also individually interviewed.

- Bill Andrew, City Manager
- Joe Anglin, City Council Member
- Ed Asbridge, City Council Member
- Rich Atkinson, Director of Planning and Community Development
- Missy Brooks, Business owner and resident
- Tim Evans, Greater Hall Chamber of Commerce (economic development specialist)
- Chris Hill, HillWood Realty
- Bill Ogles, Historic Preservation Commission



Public Meetings

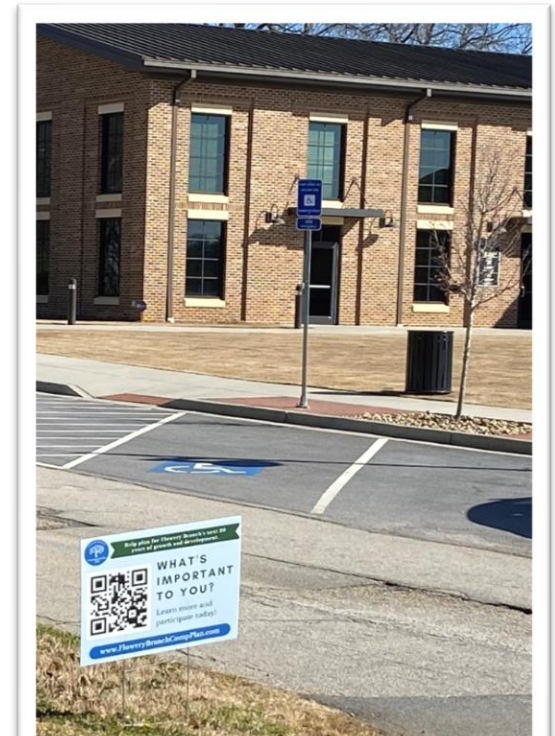
As required by DCA's Minimum Standards and Procedures for Local Comprehensive Planning, two public hearings were conducted. One was at the outset of project and the second was held prior to transmittal of the draft document for regional and state review. The meeting agendas and presentations are enclosed.

In addition, two virtual public meetings were held to solicit public input on local issues and concerns as well as draft recommendations of the Comprehensive Plan. Copies of these presentations are enclosed.

Web-based Outreach

Outreach can be summarized as follows:

- An interactive website has been active since October 2020, when the Comprehensive Plan Update officially kicked-off
- 193 people signed up for the outreach list
- Seven project updates were emailed to the outreach list – these eblasts promoted online input channels, the January virtual public meeting, community survey, the April virtual information session, and the project website
- Over 60 individual responses were provided on the interactive online input map
- The online survey, hosted at site, had 472 participants (summarized responses are attached)
- The project has been promoted at the City's website and via its social media pages (11 unique social media posts)
<https://www.flowerybranchga.org/cd/page/city-flowery-branch-comprehensive-plan-2041>
<https://www.facebook.com/FloweryBranchGovernment>





City of Flowery Branch Comprehensive Plan Update

Public Engagement Plan

November 20, 2020

1. Introduction

This Public Engagement Plan (PEP) outlines opportunities for the Flowery Branch community to actively contribute to the process of updating the City of Flowery Branch Comprehensive Plan. The City of Flowery Branch acknowledges that the engagement of the general public is paramount to the project's success and is committed to meaningful public engagement throughout the planning process. A high priority will be placed on coordination, collaboration, and communication with the public in an effort to ensure that the plan reflects the full range of community needs and values now and into the future.

1.1 What's Inside

This document establishes a strategic approach to public engagement by highlighting project background information, identifying principles that will guide engagement activities, and providing details regarding the specific engagement and outreach activities that will be conducted throughout the life of the project. A tentative timeline of public engagement milestones is provided at the end of the document in Section 6.

1.2 Project Background and Overview

The City of Flowery Branch has a long history of comprehensive planning. The last update to its Comprehensive Plan, completed in 2016, identified an overall vision for the city, which highlighted a high-quality natural environment with a balanced property tax base and new development that it is distinguishable yet retains the distinctiveness and charm of a small town.

The City is carrying out this five-year update of its comprehensive plan in keeping with the rules of the Georgia Department of Community Affairs. The update of the plan affords the community an opportunity to revisit its overall vision, goals, priorities and to account for any shifts in those areas due to contextual changes.

Key outcomes of the plan update include the following:

- (1) Updated needs and opportunities
- (2) Updated goals and strategies
- (3) An updated land use element
- (4) A five-year community work program

Flowery Branch Comprehensive Plan Update

Public Engagement Plan

The major focus of this update will be on the land use element and will result in an updated Future Development Map, which is integral to the city's land use policy. The update process will also consider needs and opportunities related to housing, economic development, broadband services, and natural and cultural resources.

2. Engagement Approach

People who live, work, and play in the City of Flowery Branch are the main constituents targeted by the public outreach portion of this project. Efforts will be made to ensure that all citizens, including traditionally underserved communities (minority and low-income populations) will be informed of the plan, updated on the progress, and allowed a chance to provide feedback throughout the life of the project.

A three-pronged engagement approach will be used to engage as much of the community as possible.

1. Coordinated communications (Section 3)
2. General public input opportunities (Section 4)
3. Targeted stakeholder engagement (Section 5)

A virtual community engagement hub, Social Pinpoint, will be used for project engagement and communications throughout the project. The most current U.S. Census estimates for the City of Flowery Branch indicate that 96.1% of the population have a computer in the home and 93.3% have a broadband internet subscription. These numbers as well as the current need for social distancing supported the project team's decision to use a virtual platform. Please refer to **Section 4.2** for a more detailed explanation of online engagement hub and how it will be used in the project.

As a part of the general public outreach process, the planning team will coordinate with Flowery Branch community groups to facilitate participation by the different voices of the community. Such groups may include Hall County Schools (Flowery Branch High School), Spout Springs Library, religious organizations, and neighborhood groups. The project Steering Committee (see Section 5.2) will help identify groups that the planning team should reach out to.

3. Coordinated Communications

3.1 Project Landing Page

The online engagement hub (see Section 4.2) also doubles as the central communications point for the project. It serves as the definitive location for accurate and up-to-date project information and houses the various web-based input tools as well as project updates, links, and meeting announcements throughout the life of the project. Included in this information are frequently asked questions and project documents. The site offers a direct sign-up for the project outreach list. (*See Section 3.3.*) The online engagement hub will provide two-way communications by both disseminating information as well as gathering information utilizing surveys and a variety of other input tools. (*See Section 4.2 for more information about the Online Engagement Hub as a centralized input gathering tool.*)

3.2 Project Branding and Outreach Materials

A project logo as well as a color scheme and fonts have been established for the update process. This branding will be used on materials created for the project. Coordinated project branding will ensure cohesive and recognizable materials that the community can quickly associate with the Comprehensive Plan update process.

Figure 1: Project Logo



The following additional activities will help ensure the project is represented in a similar manner to the public by all those involved:

- Creation of a 30-second “elevator speech” that explains the project. This project overview will be created by the project outreach team, in coordination with the City, to facilitate clear communications about the project.
- The official hashtag for the planning effort, #FloweryBranchCompPlan, will be coupled with social media posts making project related posts more discoverable.
- Creation of outreach materials using the branding and project explanation, including project flyers (as determined appropriate) and all meeting materials.

3.3 Community Outreach List & Email Campaign

The team has created a preliminary “interested parties” listserv, including members of the Steering Committee, City leaders, and participants in previous comprehensive plan updates. The planning team will send occasional project updates to this “outreach list” at important milestones in the planning process, highlighting opportunities for public input and feedback. Community members may join this outreach list at any time during the planning process via a link at the project website.

3.4 Social Media Campaign

A social media campaign will be used to raise awareness of the project and to gather survey feedback. The campaign will run on the City’s Facebook, Instagram, and Twitter accounts and consist of posts that promote input opportunities and provide updates on other key milestones in the planning process.

4. Public Involvement Opportunities

The project team will utilize both online engagement and in-person activities, where deemed safe and appropriate given the ongoing pandemic, to involve the broader Flowery Branch community in the planning process. This will include multiple opportunities and methods for community feedback. Outreach activities will consist of a robust, interactive online engagement hub, link on the City of Flowery Branch website that connects to the external project portal, social media campaign on the City's social media account, an online survey, and public meeting(s).

4.1 Public Hearings

As required by the Georgia Department of Community Affairs' (DCA) Minimum Standards for Comprehensive Planning, two public hearings before Flowery Branch City Council will be held in correspondence with updating the Comprehensive Plan. The first hearing, held October 1, 2020, provided an overview of the planning process and ways the community can contribute to the update. The second hearing will provide an overview of the draft plan prior to its transmittal to the Department of Community Affairs for review. Both hearings will allow for public comment on the process and content of the plan update.

4.2 Online Engagement Hub

The project team established an interactive, project-specific website as the central hub for community members to provide input to shape the plan's development. The project portal will be updated throughout the life of the project. The following tools/widgets may be incorporated into the project portal to gather input at important project milestones.

1. Web-based Survey – to include one longer survey with the possibility of incorporating shorter, topic specific surveys as determined appropriate by the project team
2. Discussion Forum – provides a moderated and interactive place for the community to discuss specific issues in a multi thread format
3. Interactive Mapping – allows for community members to provide placed-based input, tying back to the update of the future land use plan
4. Idea Wall – offers the ability to brainstorm on items like vision, goals, needs and opportunities

The project team will determine which tool provides the best means to gather input for different aspects of the plan, including overall vision and goals, land use policy and character area definition, and the action items/work program.

4.3 Web-Based Survey

The project team will create and conduct an online survey to gather feedback from the people who live, work, and play in the City of Flowery Branch. The survey will provide targeted questions related to overall vision and community goals, as well as needs and priorities related to land use, housing, and other community needs. It will be created and made available through the project's online engagement hub, which will allow respondents to provide responses to multiple choice or open-ended questions as well as the ability to map points on an interactive map that will also show the city limits for clarity.

4.4 Informal Virtual Input Sessions

Up to two additional virtual public engagement opportunities may be incorporated, via an interactive web-conferencing tool such as Zoom, to allow for small group interactions with the project team and to give community members the ability to have a more robust discussion with the planning team at important junctures in the planning process. Opportunities include the following:

- **Roundtable Discussion (sign up online)** – A focused discussion around a set of pre-defined topics. This tactic could be employed for the broader public or oriented towards a specific community group that may be underrepresented in the planning process.
- **Virtual Coffee Break or Chat with an Expert** – These online gatherings would provide the planning team an opportunity to present information in a live meeting format, answer questions, and direct participants to the online engagement hub to provide additional input.
- **Virtual Plan Overview and Visioning Discussion** – This option offers a more typical public meeting open to all community members and held over Zoom. The project team will provide a brief presentation, then organize a couple interactive activities to gather input from participants and answer questions.

4.4 In-Person, No Contact Input Opportunities

In-person engagement opportunities should be considered in order to reach members of the community that do not have internet access and may include the following social distancing methods due to the current pandemic.

- Survey/comment drop-offs at City Hall, the local library, and/or select local grocery stores
- Partnerships with local churches, Meals on Wheels, or school lunch (or other) programs providing project information and mechanism for gathering feedback

5. Targeted Stakeholder Engagement

5.1 Stakeholder Interviews

A limited number of stakeholder interviews will be held with individuals and/or groups that can provide expertise or insight on local development issues or needs. The project team will coordinate with the locally appointed project Steering Committee (see below) to identify these stakeholders.

5.2 Steering Committee

The City will select key stakeholders to serve on the project Steering Committee. This committee, as required by DCA's Minimum Standards for Comprehensive Planning, will comprise City staff, elected officials, an economic development professional, and other local stakeholders.

The Steering Committee will play a lead role in overseeing and participating in the development of the comprehensive plan update. Three committee meetings will take place throughout the life of the project and will be used to guide and inform the planning process. The Project Team will meet virtually with the Steering Committee for three working sessions which may contain both PowerPoint presentations and

Flowery Branch Comprehensive Plan Update Public Engagement Plan

interactive exercises. It is anticipated that the sessions will be held at approximately the following times, and will cover the following topics:

Meeting 1 – Project Kick Off & Visioning (November 16, 2020)

- Project overview
- Role of Steering Committee
- Public involvement process and opportunities

Meeting 2 – Land Use Planning & Overall Priorities (Date TBD)

- Project update - technical/background data review
- Community engagement update - summary of community survey results
- Future Development Map and priority definition (needs & opportunities) activity

Meeting 3 – Draft Recommendations (Date TBD)

- Project update
- Community engagement update
- Draft plan recommendations
- 5-Year Community Work Plan discussion/prioritization

6. Project Milestones

Figure 2: Comprehensive Plan Update Target Milestones and Timeline*

MONTHS	PUBLIC ENGAGEMENT ACTIVITIES
October 2020	• Public kick-off Hearing (Held 10/01) • Debut Virtual Engagement Hub, including ○ Map input tool ○ Outreach list & web-based sign-up tool
November 2020	• Initiate social media campaign • Steering Committee Meeting #1 (11/16)
December 2020	• Launch Community Survey • Stakeholder interviews
January 2020	• Close Community Survey • Informal virtual input session #1 – early to mid-January • Steering Committee Meeting #2 – Week of 01/18 (tentative) • In-person, no contact engagement campaign • Launch round 2 of online input tools
February & March 2020	• Steering Committee Meeting #3 – Week of 02/22 (tentative) • Informal virtual input session #2 – Week of 03/08 (tentative)
April through June	• Public Hearing #2 (Transmit document to DCA) – April 1 or 15 • Comprehensive Plan Adoption Council Meeting – June

*Timeline is tentative. Please visit www.flowerybranchcompplan.com for up-to-date milestones and engagement activities.



**City of Flowery Branch
City Council Meeting
Thursday, October 01, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION:

PUBLIC HEARING:

- Consider Ordinance #20-611 a request to annex a 15.6 +/- tract of land known as 4020 Falcon Parkway.
[4020 Falcon Parkway Annexation .pdf](#)
[Staff report .pdf](#)
- Consider Ordinance # 20-610 a request to annex a 10+/- acre property known as 3990 Falcon Parkway.
[3990 Falcon Parkway Annexation.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance #20-614 a request to rezone a piece of property known as 4044 Falcon Parkway from Agricultural (A) to Light Industrial (M1).
[4044 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance #20-613 a request to rezone a 15.6 +/- tract of land known as 4020 Falcon Parkway from Hall County Agricultural Residential (A III) to Flowery Branch Light Industrial (M1).
[4020 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- Consider Ordinance# 20-612 a request to rezone a 10+/- acre tract of land known as 3990 Falcon Parkway from Hall County Highway Business (HB) to Flowery Branch Light Industrial (M1).
[3990 Falcon Parkway Rezoning.pdf](#)
[Staff report .pdf](#)
- City of Flowery Branch Comprehensive Plan Public Hearing Kick Off Meeting

UNFINISHED BUSINESS - WORK SESSION:

- Downtown City-Owned Property Leasing Contract with Oakhurst Realty Partners
[Oakhurst Realty Flowery Branch Leasing Agreement.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider Ordinance #20-611 a request to annex a 15.6 +/- tract of land known as 4020 Falcon Parkway.



**City of Flowery Branch
City Council Meeting
Thursday, April 15, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

GREATER HALL CHAMBER OF COMMERCE BUDGET UPDATE: -
TIM EVANS, VICE PRESIDENT OF ECONOMIC DEVELOPMENT

LAKE LANIER CONVENTION & VISITORS BUREAU UPDATE: -
STACEY B. DICKSON, PRESIDENT

PUBLIC HEARING:

- Second Public Hearing for the Comprehensive Plan
[FB Comp Plan Update_DRAFT.pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).
[Scanned complete rezoning application packet.pdf](#)
[Combined pdf.pdf](#)
[original layout & TSW suggestions.pdf](#)
[AIM Potential M1 Layout by Rochester.pdf](#)
[Staff Report .pdf](#)
[March 18 Buffer Plan.pdf](#)
[Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
[Combined 625-630 Incomplete for FIRST READ.pdf](#)

NEW BUSINESS -WORK SESSION:

- Request Award of Contract for City-Wide Sign Project
[Executive Summary - Signs Project Award of Contract 4-15-2021.pdf](#)
[Contract Award Recommendation - Signs Etc.pdf](#)
[FB City-Wide Sign Package CDs 11-9-2020.pdf](#)
- Consider Bell Drive sewer easement for Mayor's signature.
[Commercial Easement-City of Flowery Branch pump station.pdf](#)
[Combined Signed Ordinances.pdf](#)
[575 A.pdf](#)



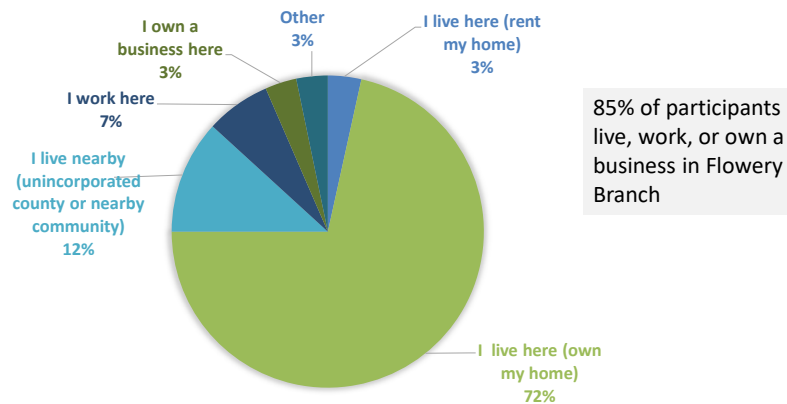
City of Flowery Branch Visioning Survey Highlights

1

Survey Stats

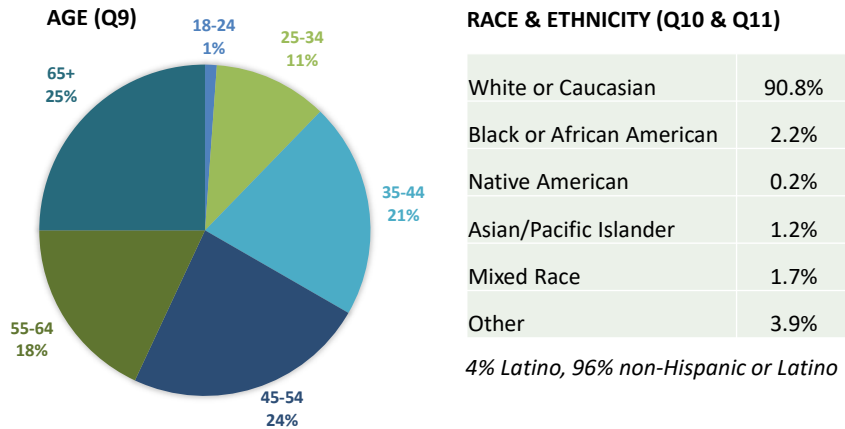
472 participants = (roughly) 5.7% of city's population

RELATIONSHIP TO STUDY AREA (Q8)



2

Participants Demographics



3

Q1, Q2, Q3: 2016 Comp Plan Goals

Historic Resources: Protect historic resources and promote cultural resources in the city.

Natural Resources: Protect and enhance the natural environment and resources.

Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents.

Economic Development: Grow the economy, increase local employment, increase personal incomes, and reduce poverty.

Infrastructure: Accommodate existing and anticipated population and employment with public facilities, including parks, roads, water, sewer, public safety, that meet local level of service standards.

Transportation: Provide mobility, safety, and connectivity via a multi-modal transportation system, with emphasis on improving the pedestrian network and developing multi-use trails.

Land Use: Promote and ensure efficient, functional, and compatible land use patterns as the city expands, develops, and redevelops.

Aesthetics: Improve the functionality and attractiveness of downtown, gateway corridors, and neighborhoods in the city.

Intergovernmental Cooperation: Cooperate with all other levels of government in the pursuit of shared goals, policies, and objectives.

4

Q1, Q2, Q3: 2016 CP Goals Applicability, Progress, Refinement

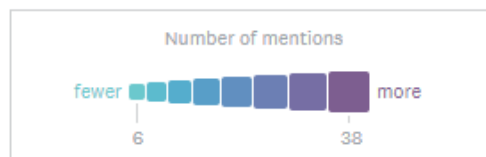
	Q1 Still Applicable?	Q2 Not Achieved	Q2 Achieved	Q2 Making Progress	Q3 Yes, further discuss!
Historic Resources	71%	24%	10%	44%	52%
Natural Resources	86%	30%	7%	45%	65%
Housing	48%	21%	21%	42%	58%
Economic Development	69%	14%	13%	57%	62%
Infrastructure	82%	28%	7%	53%	72%
Transportation	59%	39%	5%	37%	59%
Land Use	75%	32%	6%	49%	71%
Aesthetics	82%	18%	10%	66%	66%
Intergovernmental Cooperation	68%	10%	10%	43%	41%

5

Q4: Are We Missing Any Goals?

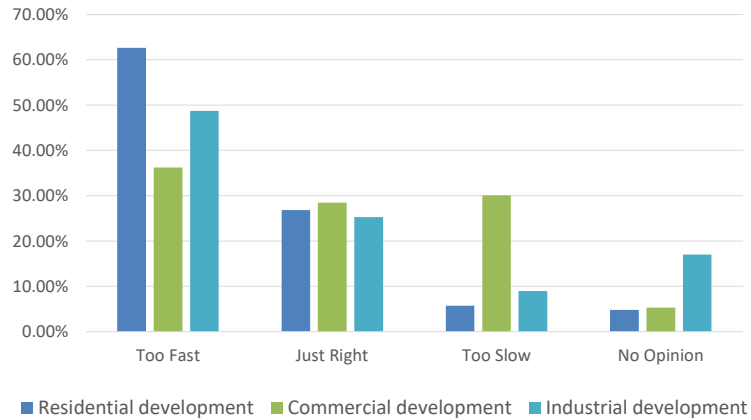
42% of participants responded to this question. Most comments related to goal areas but spoke to specific needs or concerns.

infrastructure housing developments people restaurants traffic parks
 housing neighborhoods development sidewalks
 MF apartments businesses roads small town feel
 Downtown Area schools Affordable Housing Devt homes
 community warehouses



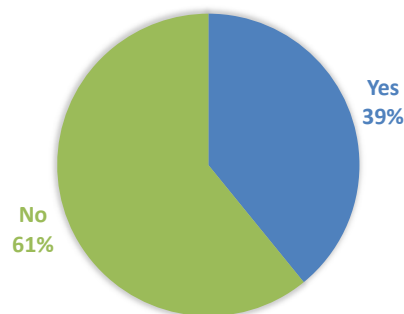
6

Q5: Pace of Development Residential, Commercial, Industrial



7

Q6: Current development patterns and land use decisions are enabling Flowery Branch to become the type of place you would like it to be



MOST REPEATED WORDS

NEED – road improvements, green space, development restrictions, better infrastructure prior to growth, more amenities

TOO MANY – warehouses, industrial buildings, apartments

MOVED [to Flowery Branch] – to enjoy the small-town feel, it's going away

DEVELOPMENT – too much, too fast

TRAFFIC – needs to be addressed, tied to too much development and lack of pedestrian facilities, address capacity and traffic patterns

8

Q7. Top 3 Initiatives Next 5 Years

Control Growth

- Slow residential development, esp. apartments
- Limit industrial growth and apartments
- Revitalize downtown
- Facilitate quality development
- Grow local restaurants, shops, & businesses

Preserve Character

- Maintain single-family character
- Preserve historic resources
- Preserve tree canopy
- Improve downtown

Transportation & Infrastructure

- Improve roads
- Widen roads
- Address water/sewer improvements
- Add bike lanes, golf cart paths

Enhance Quality of Life

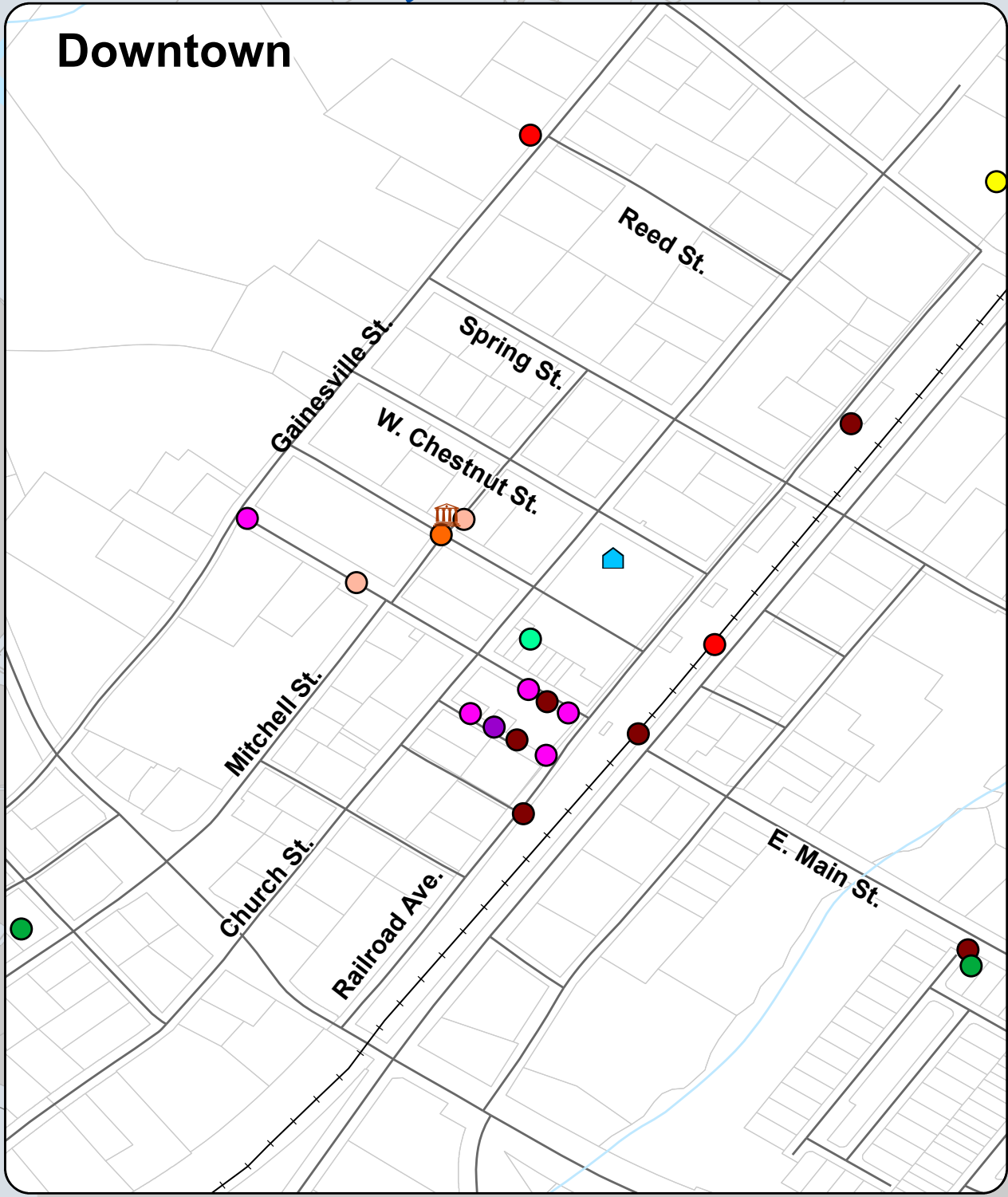
- Add greenspace and parks
- Expand restaurants, shops
- Install sidewalks, paths, trails
- Update and add schools

Comment Themes

- Improve Walkability (16)
- Address Congestion (12)
- Increase Local Commercial (8)
- Restrict Development (6)
- Increase Greenspace (6)
- Increase Code Enforcement (5)
- Address Safety Concerns (3)
- Enhance City Character (4)
- Preserve Tree Canopy (2)
- Limit Industrial and Large Commercial (2)
- Expand Sewer Capacity (1)
- Increase Community Communication (1)
- Reduce Light Pollution (1)

See
Inset
Map

Downtown



Community Landmarks

- | | |
|-----------------------------|-----------------------------------|
| 🏛️ Flower Branch City Hall | 🏠 Atlanta Falcons Training Center |
| 👮 Flower Branch Police | 🏫 Martin Elementary School |
| 📮 Flower Branch Post Office | 🎓 CW Davis Middle School |
| 📖 Hall County Library | 🏫 Flower Branch High School |

0 0.3 0.6 1.2 Miles

N



Flowery Branch Comprehensive Plan Update

1.8.21 Community Visioning Meeting

What is a Comp Plan?

A policy document that:

- Establishes a **community vision** for growth over the 20 years
- **Guides decisions** related to development of Flowery Branch
- Fulfills State of **Georgia requirement**
 - 5-year updates
 - Due June 30, 2021

CITY OF FLOWERY BRANCH, GEORGIA COMPREHENSIVE PLAN

2016 TO 2035

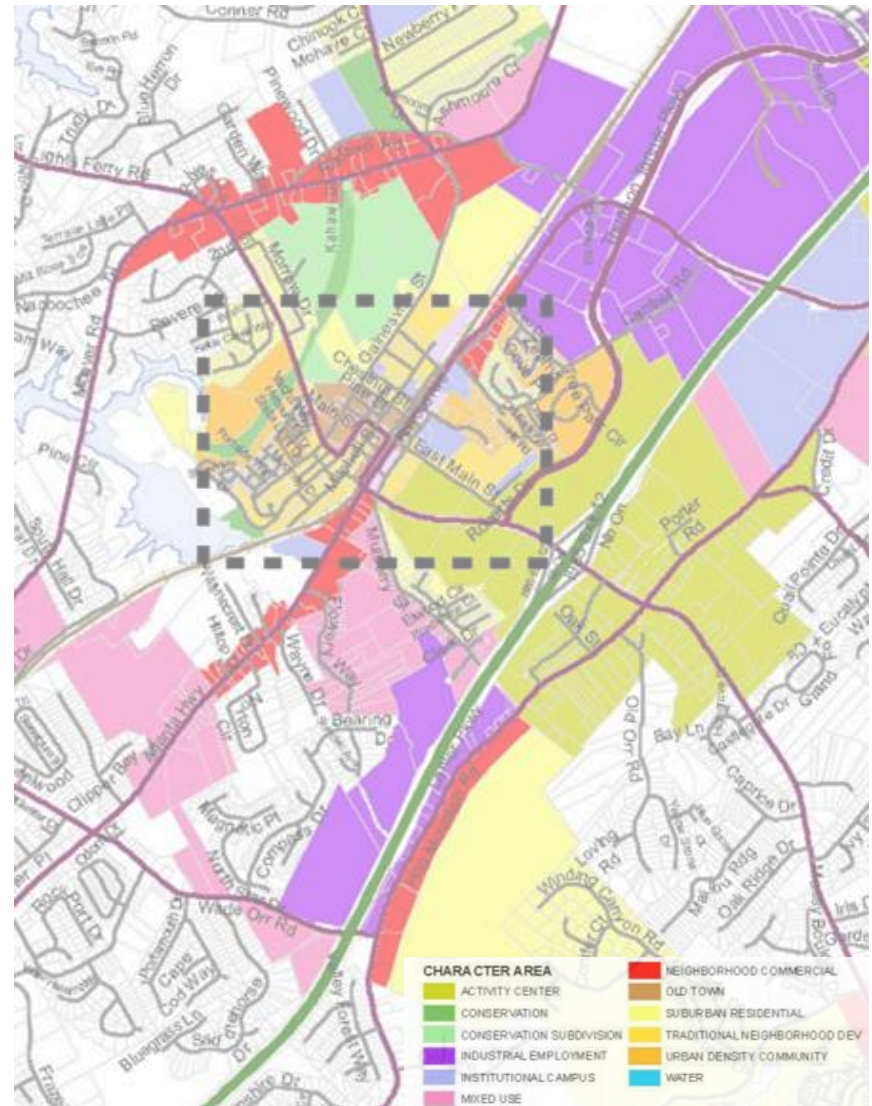
Adopted June 16, 2016



What is a Comp Plan?

A policy document that:

- Establishes a **community vision** for growth over the next decades
- **Guides decisions** related to development of Flowery Branch
- Fulfills State of **Georgia** requirement
 - 5-year updates
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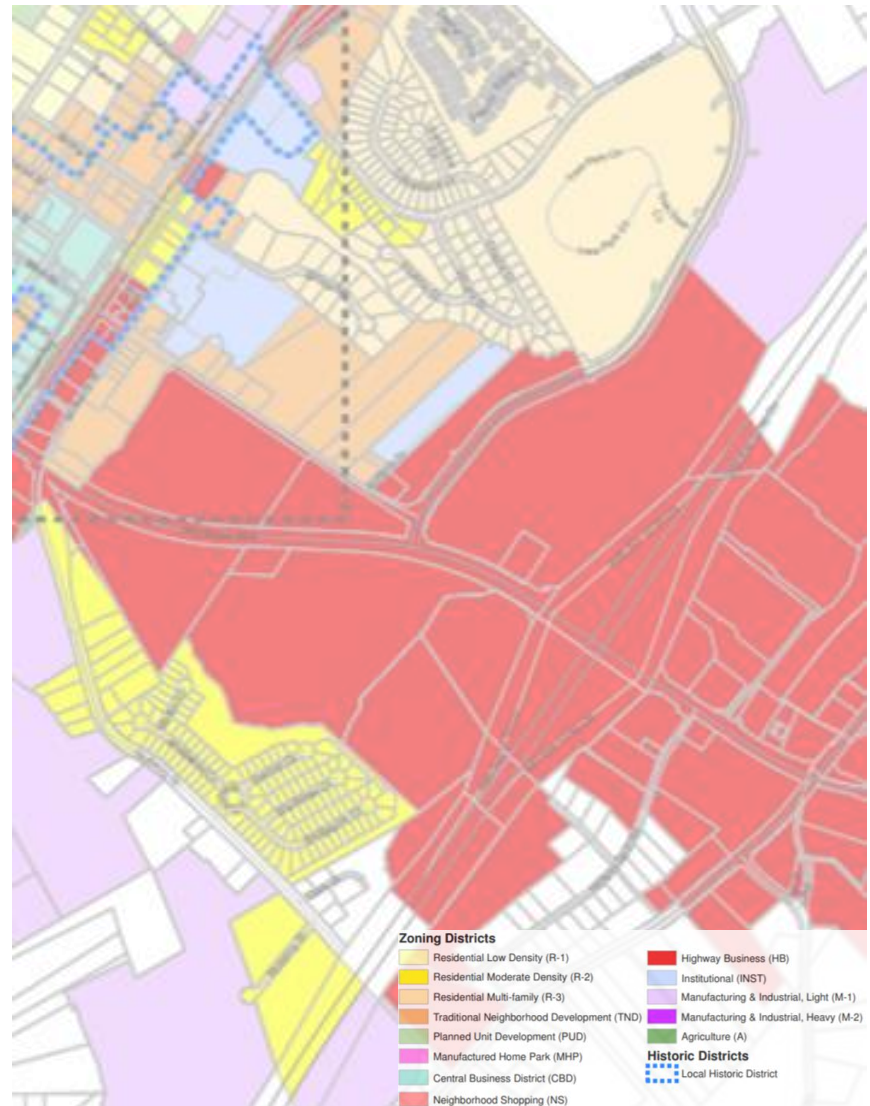
What is a Comp Plan?

A comprehensive plan **is not**:

- A regulation or ordinance
- Zoning

A comprehensive plan, upon adoption, **does not**:

- Create new regulations
- Change existing zoning
- Alter the development rights allowed by each property's existing zoning



DCA* Planning Requirements

- Needs & Opportunities
- Community Goals
- 5-Year Community Work Program
- Land Use Element
- Transportation Element (MPO** plans)
- Broadband Services Element
- Consideration of Regional Water Plan & Environmental Planning Criteria
- Community Involvement



Comprehensive Plan Update
June 30, 2021



ENVISION OUR FUTURE

* Georgia Department of Community Affairs

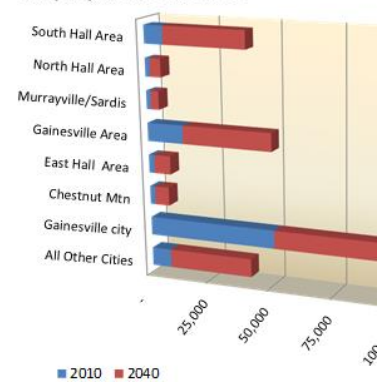
** Gainesville-Hall County Metropolitan Planning Organization

Other Considerations

- Economic Development
- Housing
- Historic & Natural Resources



Employment Forecasts



HAVE YOUR SAY ABOUT WHAT HAPPENS TO DOWNTOWN FLOWERY BRANCH!

The **City of Flowery Branch** is about to invest in the redevelopment of the **Downtown Business District!**

The City wants your opinions and ideas about what should be developed. Please take the time to complete our short **public opinion survey** on the subject.

- 1 **\$100** Gift Card to **Antebellum Restaurant**
- 2 **\$50** Gift Card to **Crossroads Bar and Grille**
- 3 **\$25** Gift Card to **Liberty Candy**

Visit www.projectsveys.com/flowery-branch to take the survey or scan the QR code with your smartphone!

Flowery Branch



Rendering of the Crest at Flowery Branch Phil Niekro apartments.

Community Involvement

- 2 Public Hearings (required)
- Project Listserv
- Public Outreach Materials
- Virtual Input Sessions
- Community Survey
- Social Media
- Project Website



Help plan for Flowery Branch's next 20 years of growth and development!

What does our future look like?



Learn more and participate today!



Stay tuned for details on upcoming activities!

www.FloweryBranchCompPlan.com

 **CityofFloweryBranch** @CityofFB · Dec 30, 2020
Join us on Friday, January 8th, 11:45am - 1pm, for a Virtual Community Visioning Meeting to help shape the City's long-term plan for future growth and development. The Zoom meeting will open at 11:45am with formal start at noon. Join on January 8 at flowerybranchcompplan.com.

JOIN US JANUARY 8TH

Flowery Branch
Virtual Community Visioning
Meeting

11:45am - 1pm

Help us identify what to Preserve,
Change, and Create



1



2



Help Shape the Vision

What should drive Flowery Branch's future growth and development? Help identify top goals and initiatives and share your thoughts on current growth.

START 1 Dec

END 15 Jan

[Take the Visioning Survey](#)

[News](#)

[City of Flowery Branch Comprehensive Plan 2041 Kick-Off Meeting](#)

Breakout Group Discussion

Tell us what you want to:

- Preserve
- Change
- Create

Using:

- Icons
- Sticky notes
- Illustrative photos

GROUP A

facilitators:
Paige Hatley, Sarah Beddington

YOUR TOOLS

PRESERVE [10 blue squares]

CHANGE [10 orange squares]

CREATE [10 purple squares]

Legend: [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0%

Stakeholder Impact: [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0%

Team Work: [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0% [thumbs up icon] 100% [thumbs down icon] 0%

GROUP A

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YOUR TOOLS

PRESERVE ○○○○○○○○○○



CHANGE / / / / / / / /



CREATE ♪ ♪ ♪ ♪ ♪ ♪ ♪ ♪ ♪ ♪ ♪ ♪

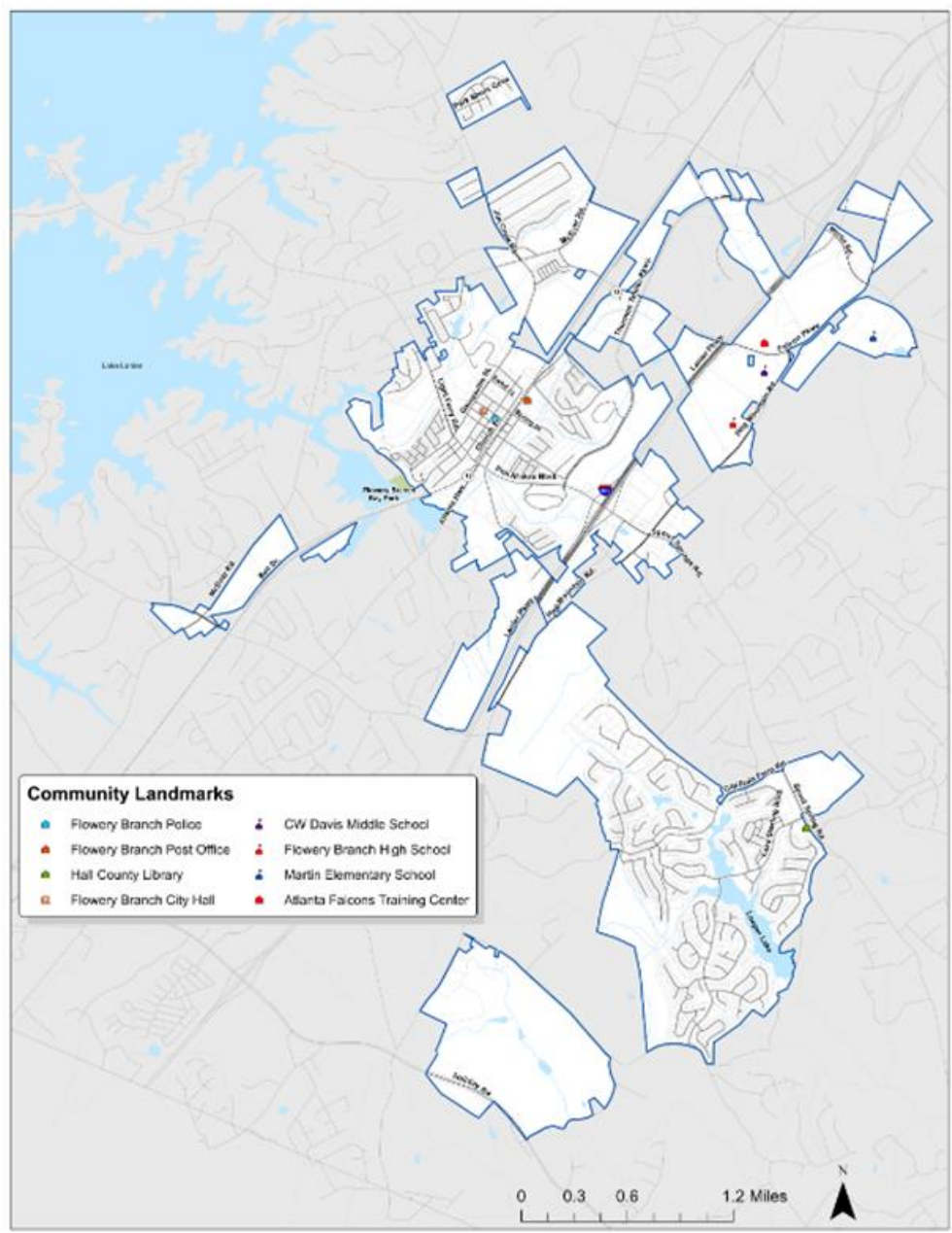


Engaged 1 2 3 4 5 6 7 8 9 10 11 12

Disengaged 1 2 3 4 5 6 7 8 9 10 11 12

This is important! ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

I have this idea ♥ ♥ ♥ ♥ ♥ ♥ ♥ ♥ ♥ ♥



GROUP A NOTES

Preserve

Change

Create

Other

Legend

- City of Flowery Branch
- Interstate
- Minor Road
- Major Road
- Railroad
- Stream
- Parcels
- Body of Water

Next Steps

- Promote Survey (open through **Jan. 15**)
- www.FloweryBranchCompPlan.com
- Meet again before April
- Submit Plan to DCA for review & adopt by June 30, 2021





Flowery Branch Comprehensive Plan Update

4.1.21 Information Session

Information Session FAQ

Two parts to the presentation:

1. Recommended **action items** to implement the plan over the next five years, covering a variety of topics: *historic and natural resource protection, housing, economic development, community facilities and services, and transportation*

✓ = Action that was previously completed or is underway

→ = Proposed new action

2. Land use will be addressed in the draft **Future Development Map** and character area descriptions; the FDM is used on a day-to-day basis

These are the core components of the plan, with a complete draft document that fully describes the “vision” for growth and development being finalized soon.



Comprehensive Plan Update

April 15, 2021 **DRAFT**

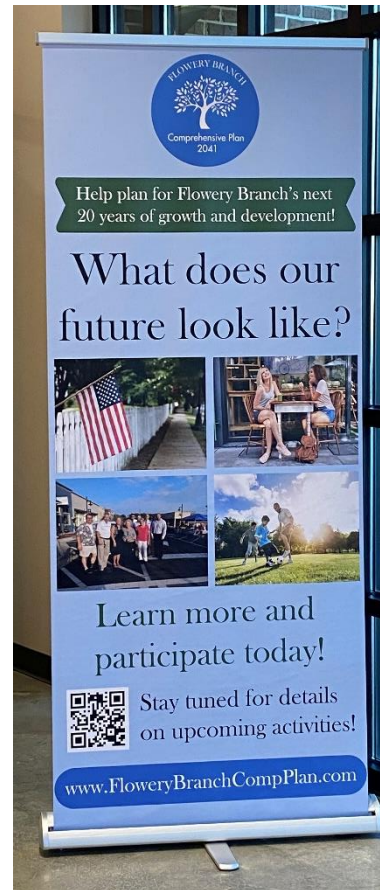


ENVISION OUR FUTURE

Information Session FAQ

The basis for the plan's recommendations includes public input...

- Interactive website
- Online survey
- City's website
- City's social media pages
- Virtual Meeting 1
- Today's Virtual Meeting 2
- Public Hearing



Zoom meeting link: <https://us02web.zoom.us/j/85090682868>

Zoom meeting ID: 850 9068 2868

Dial in number (if joining by phone): +1 301 715 8592

[Join Here!](#)

www.flowerybranchcompplan.com



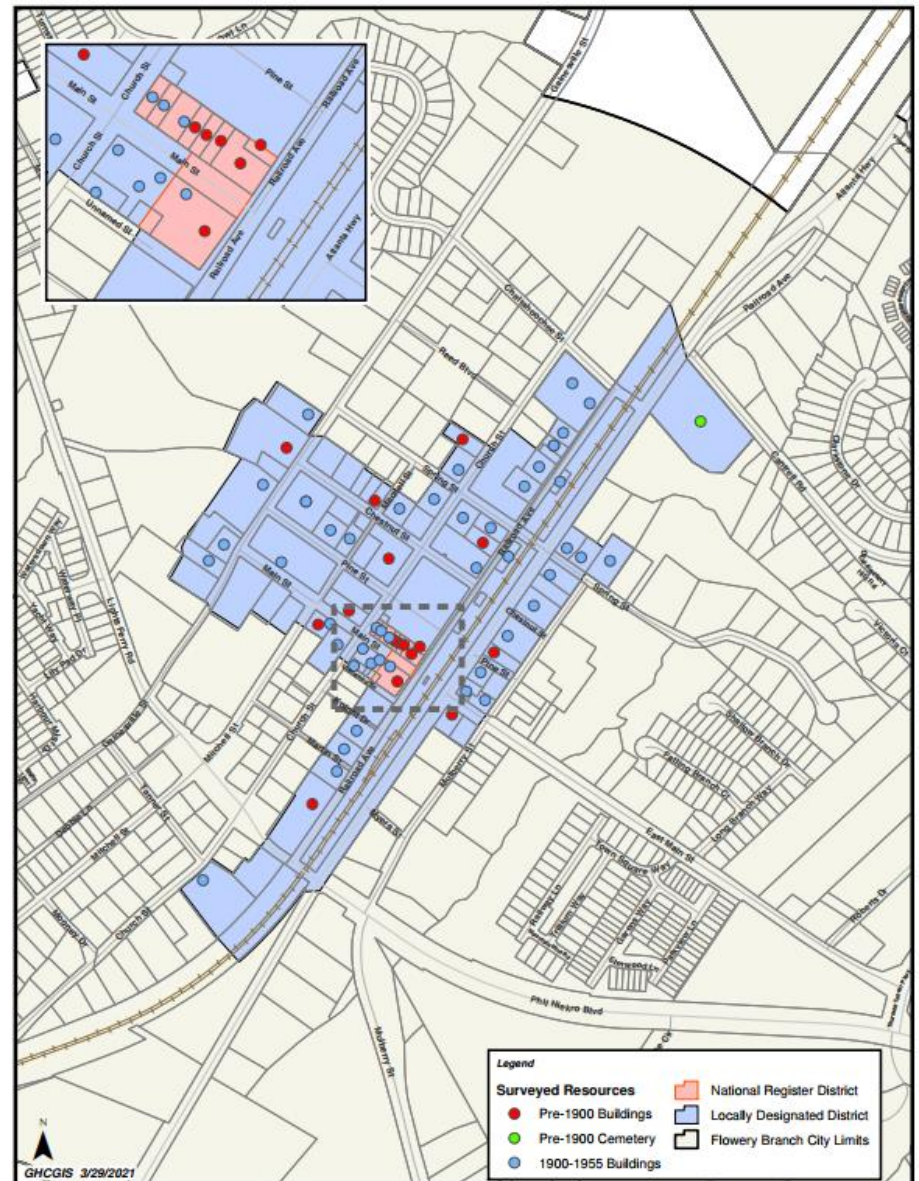
infrastructure housing developments people restaurants traffic parks
housing neighborhoods development sidewalks
MF apartments businesses roads small town feel
Downtown Area schools Affordable Housing Devt homes
community warehouses



Proposed Action Items

Historic Preservation

- ✓ Flowery Branch Historic District
- ✓ Historic Preservation Commission
- ✓ Repairs to Caboose (painting) and Depot (new windows) buildings
- ✓ Repairs to City-owned Main Street buildings
- *Update citywide Historic Resources Survey (2003)*
- *Codify general “Historic District Design Guidelines” from the 2016 Comprehensive Plan (to be used in conjunction with Historic District Sign Guidelines)*
- *Prepare tailored, stand-alone Historic District Design Guidelines*



Proposed Action Items

Housing

- ✓ Varied housing types allowed by zoning
- ✓ Property Maintenance Code adopted
- *Amend City's Architectural Design Standards to address residential uses*
- *Update housing mix policy to 70% single-family / 15% townhomes / 15% apartments*
- *Prepare a citywide Housing Study that analyzes demographics, housing supply, market trends, and local input to develop a projection of future residential needs*
- *Expand code enforcement ability by increasing full-time personnel*



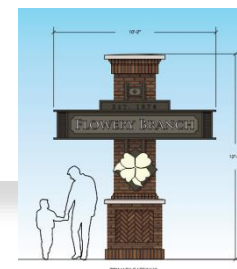
Proposed Action Items

Economic Development

- ✓ Old Town and Commercial Gateways Tax Allocation District
- ✓ Old Town Redevelopment Plan & implementation
- ✓ Leasing contract with realtor for city-owned downtown retail spaces
- ✓ Downtown Dining Overlay District
- ✓ Participation in Gainesville-Hall Economic Development Council
- *Update 2014 Old Town Redevelopment Plan*
- *Promote local initiatives and events via newly created Events and Information Coordinator & Downtown Manager positions*
- *Conduct “ease of doing business” assessment of development-related processes*
- *Implement City-Wide Signage Project*



2014 Old Town Redevelopment Plan

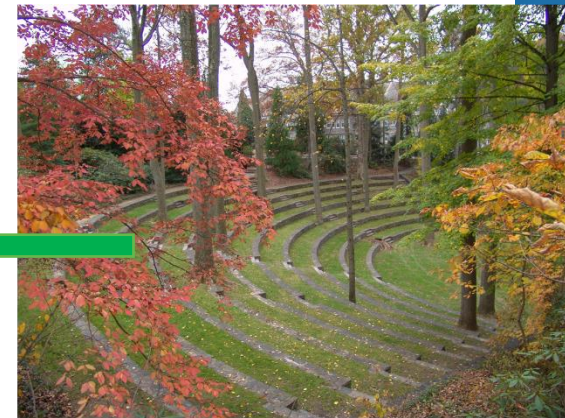
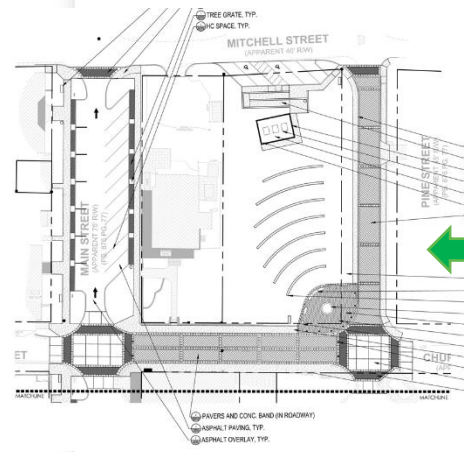


Proposed Action Items

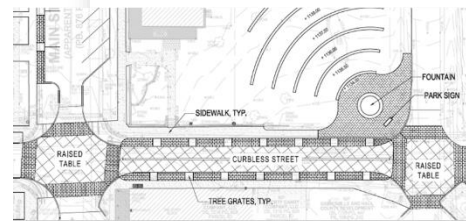


Community Facilities & Services

- ✓ Approved GEFA loan applications for major sewer and water improvement projects, including expansion of wastewater treatment plant to increase capacity needed to serve future growth
- ✓ Stormwater improvements (downtown and East Main & Lights Ferry)
- ✓ New City Hall and Police Department
- ✓ Pocket park at Lights Ferry/Mitchell St. round-about
- Construct Farmer's Market Pavilion Park, Pine Street Park, Chestnut St. Park
- Conduct Stormwater Utility Feasibility Study
- Coordinate with Hall County on the use of impact fees for parks and trails projects



Future Pine Street Park with amphitheater, pavilion, and curbless street between Main & Pine

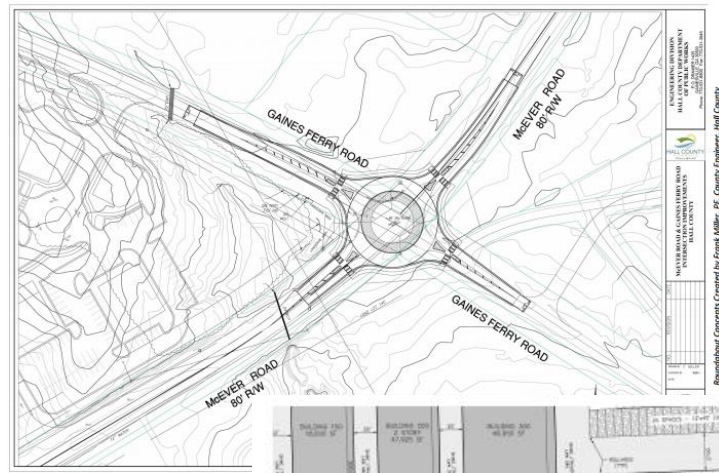


Proposed Action Items

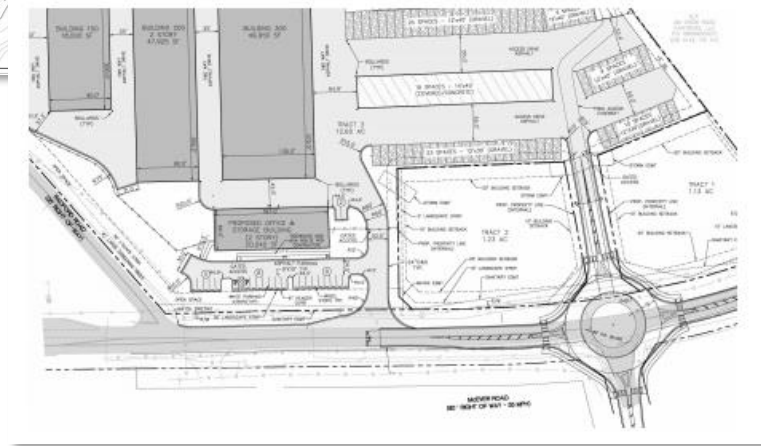
Transportation

- ✓ Annual road paving program
- ✓ Participation in Gainesville-Hall MPO
- ✓ McEver Road Intersection Report (2021)
- ✓ South Hall Trail Study
- ✓ Sidewalks required in new developments
- ✓ East Main St. speed limit reduced to 25 MPH, which can accommodate golf carts
- ✓ Installation of multi-use trail segments facilitated by conditions of zoning (Gainesville Street and Woodfield Apartments; see at right)

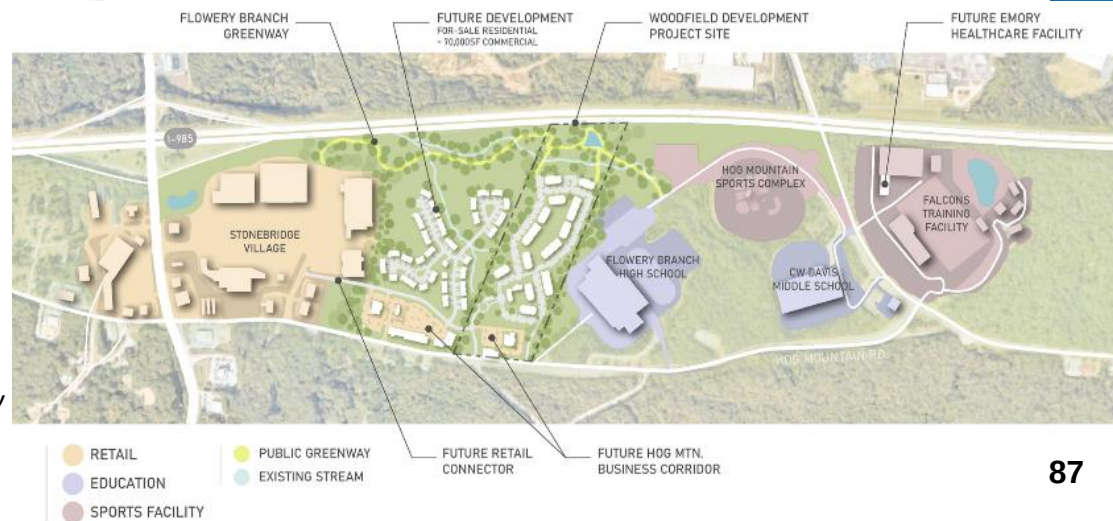
- Coordinate with Hall County to implement McEver Road roundabouts (@Gaines Ferry and Radford Roads)
- Coordinate with GDOT to evaluate signalization timing at Atlanta Highway/Phil Niekro
- Prepare Citywide Traffic Improvement Study
- Expand criteria for triggering a Traffic Impact Study with development proposals
- Construct East Main Street trail (12' multi-use path from Thurmond Tanner Road to Flowery Branch City Park)
- Prepare Citywide Bicycle/Pedestrian Plan



Conceptual plans for roundabouts at McEver and Gainesville Ferry and Radford Roads



A conservation and trail easement granted to the City will allow construction of a segment of a planned City multi-use trail

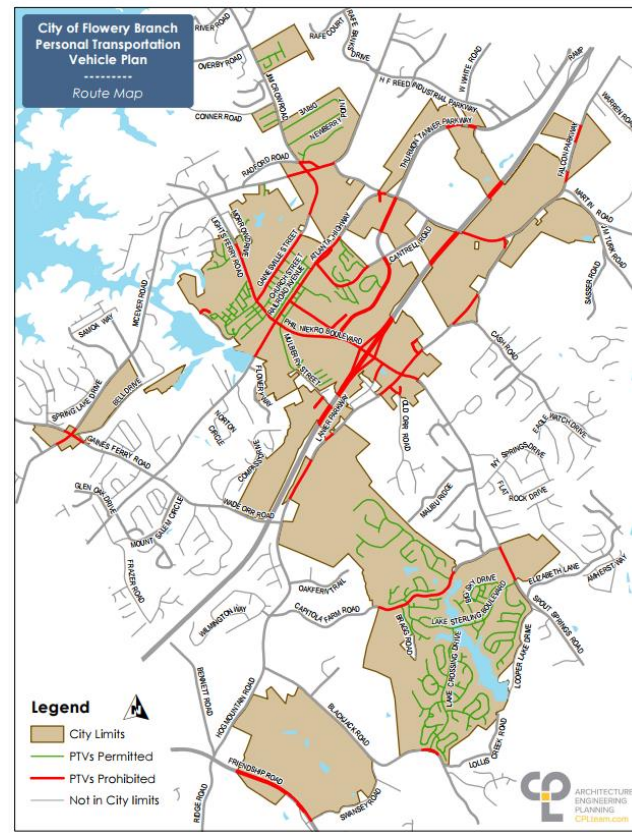


Proposed Action Items

Transportation

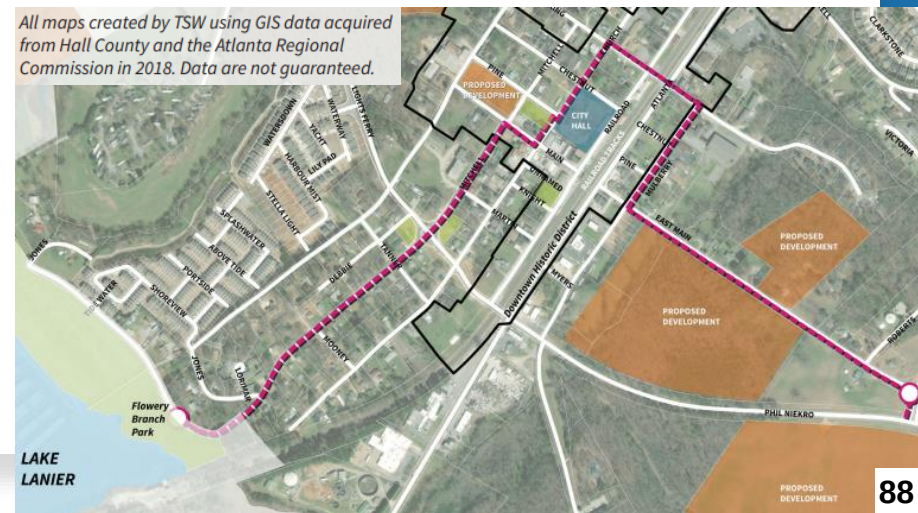
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- Prepare Citywide Bicycle/Pedestrian Plan



The City's Personal Transportation Vehicle Plan has been amended to allow PTVs (golf carts) on East Main St.

The proposed Old Town Trail Network will connect Thurmond Tanner Road to Flowery Branch City Park via a 10' – 12' multi-use path.

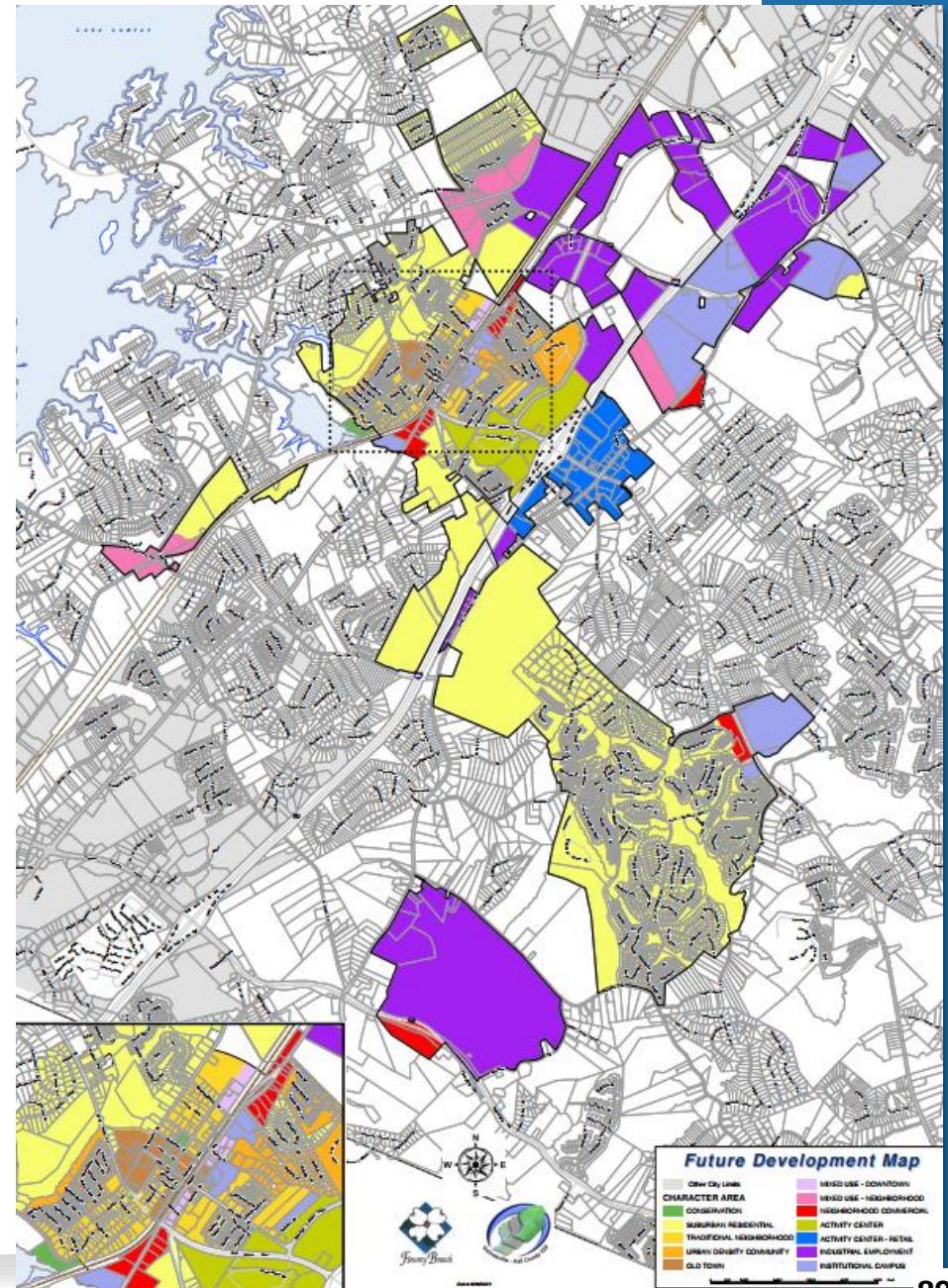


Future Development Map

(2021 draft; updates the 2016 map)

- CONSERVATION
- SUBURBAN RESIDENTIAL
- TRADITIONAL NEIGHBORHOOD
- URBAN DENSITY COMMUNITY
- OLD TOWN
- MIXED USE - DOWNTOWN
- MIXED USE - NEIGHBORHOOD *
- NEIGHBORHOOD COMMERCIAL
- ACTIVITY CENTER
- ACTIVITY CENTER - RETAIL *
- INDUSTRIAL EMPLOYMENT
- INSTITUTIONAL CAMPUS

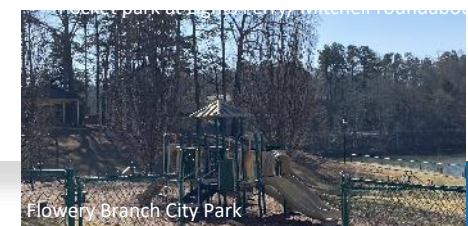
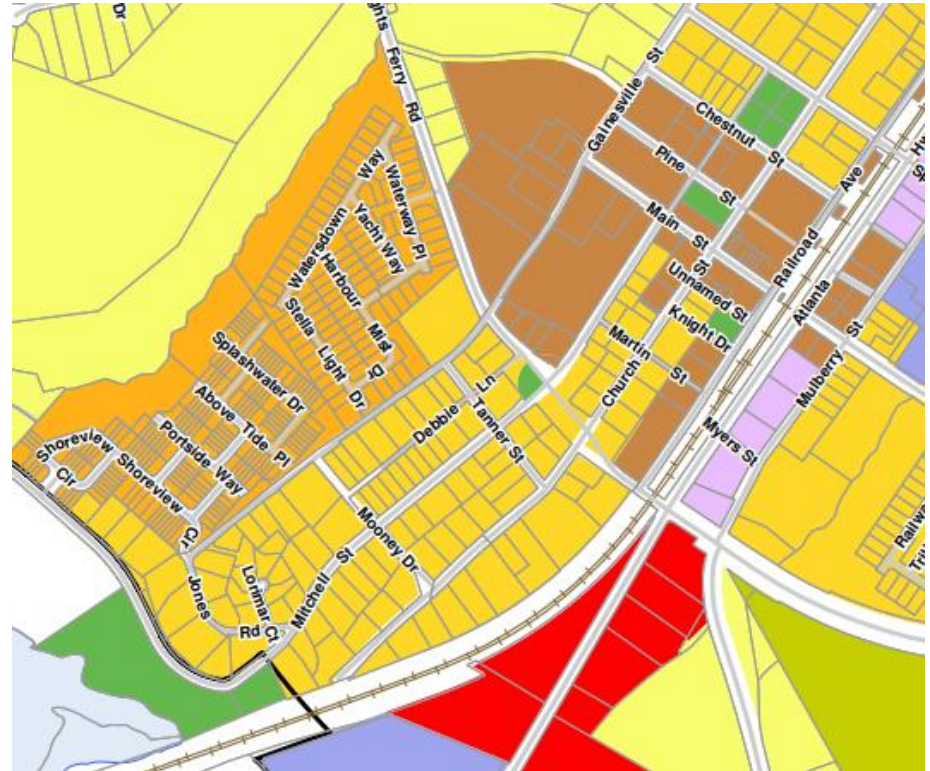
* Change in name (from 2016 plan)



Character Areas

CONSERVATION

- Intent is to protect open space and environmentally sensitive areas for recreation and conservation purposes; also, enhance water quality through environmental protection ordinances (see also Natural Resources Map on a previous slide)
- Includes City parks / open spaces
- No zoning districts, per se, support this character area; for all properties, the underlying zoning districts and applicable environmental protection ordinances will guide use and development

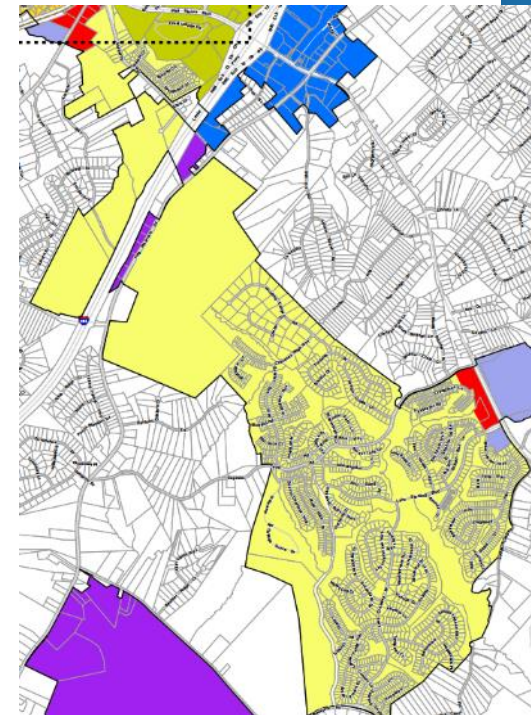
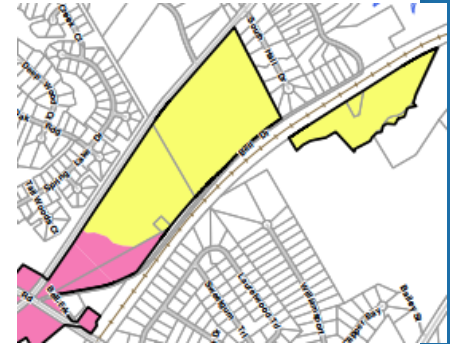
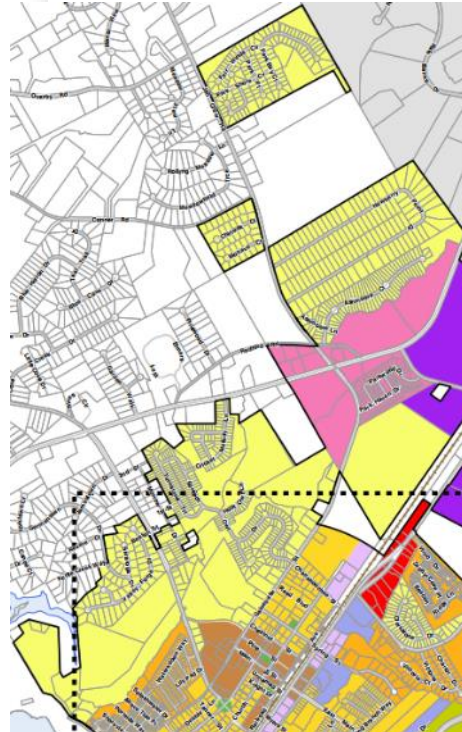


Character Areas

SUBURBAN RESIDENTIAL

- Includes established neighborhoods and the potential for quality new residential construction at suburban densities
- Map reflects re-zonings to residential and new development since 2016
- Lowest density residential classification (1 to 3 du/ac *), consistent with /supported by the R-1 and R-2 zoning districts for single-family dwellings
- Planned Unit Development (PUD) zoning district is appropriate for a single-family development (with potential flexibility in lot sizes and/or density for single-family dwellings upon meeting enhanced open space and design requirements)
- *Update PUD requirements to enhance open space and site design requirements*
- *Amend City's Architectural Design Standards to address residential buildings*

* Dwelling units per acre



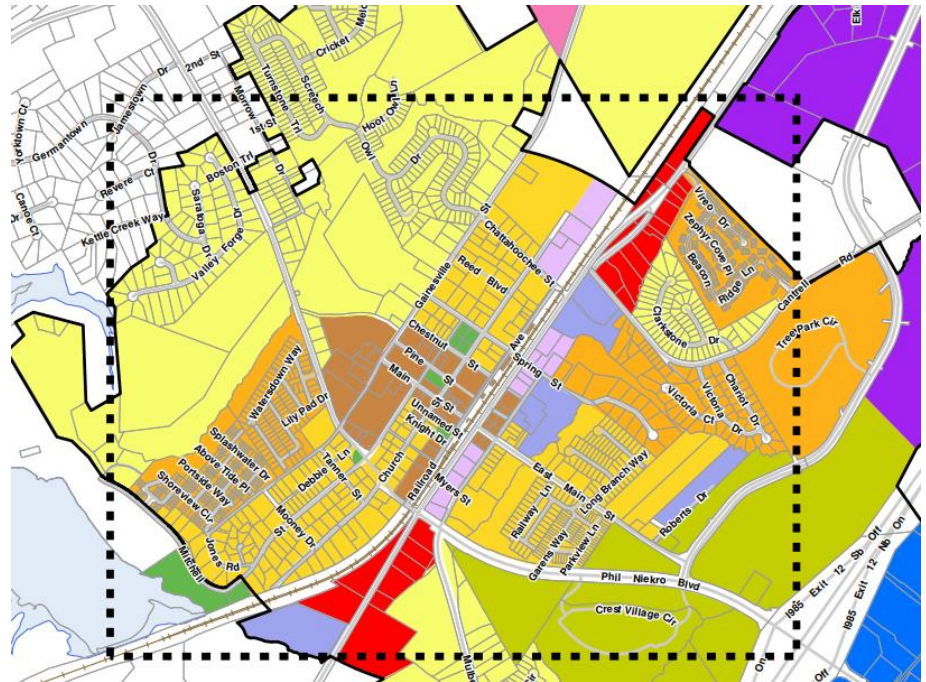
Character Areas

TRADITIONAL NEIGHBORHOOD

- “In-town” residential that is primarily adjacent to the downtown core (Old Town), following traditional development patterns; includes in-fill development opportunities
- Single-family homes and townhouses (up to 6.5 du/ac) allowed
- TND (Traditional Neighborhood Development) zoning district implements this character area

URBAN DENSITY COMMUNITY

- The map reflects existing multi-family and townhouse developments
- Apartments, townhouses, and manufactured home parks (6 to 12 du/ac) are allowed if the appropriate zoning is in place
- Zoning districts appropriate for this character area are R-3 Residential Multi-Family, PUD (which could allow a mix of dwelling types) and MHP Manufactured Home Park



For both character areas, there is a need to amend the City's existing Architectural Design Standards to address residential buildings

Character Areas

TRADITIONAL NEIGHBORHOOD

- “In-town” residential that is primarily adjacent to the downtown core (Old Town), following traditional development patterns; includes in-fill development opportunities *(see top and far right photos of Mitchell and Pine Streets)*
- Single-family homes and townhouses (up to 6.5 du/ac) allowed
- TND (Traditional Neighborhood Development) zoning district implements this character area

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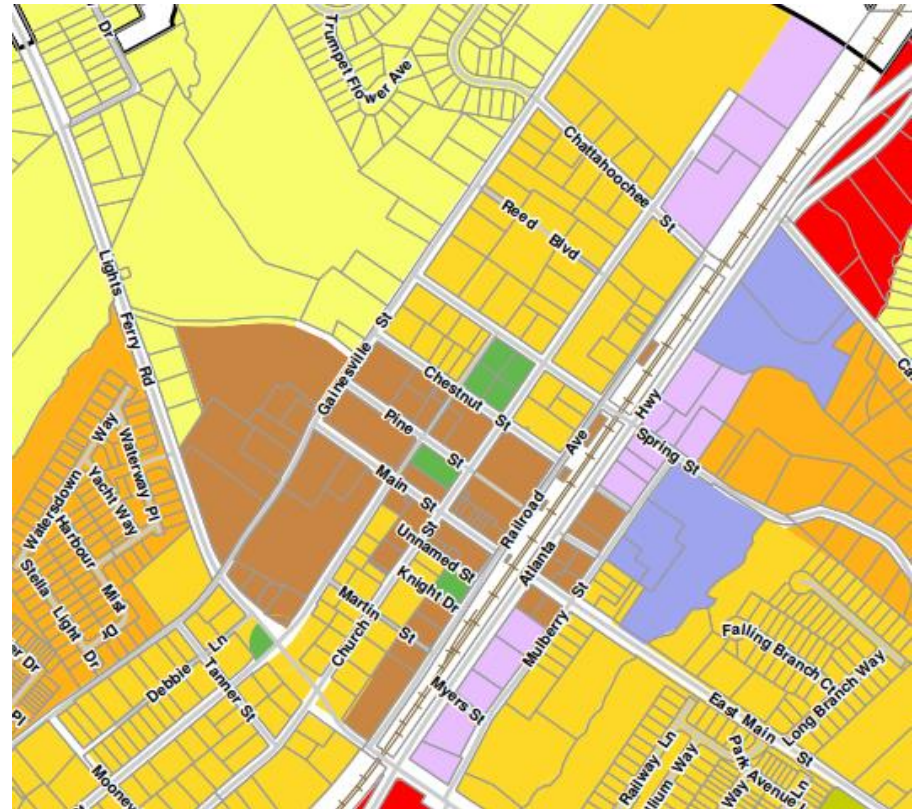
Character Areas

OLD TOWN

- Historic central business district, includes a significant portion of the Old Town Redevelopment Plan (2014) boundary and the locally-designated Flowery Branch Historic District
- CBD Central Business District and TND zoning districts implement this character area
- *Update to Old Town Redevelopment Plan facilitates administration of the CBD District; the plan identifies acceptable use types/densities*

MIXED USE - DOWNTOWN

- Development and adaptive reuse of buildings that support a mix of commercial uses in a manner that complements the historic character and building scale of Old Town
- Predominantly parcels along the RR not included in the Flowery Branch Historic District
- CBD, NS
- *Assess Architectural Guidelines and Pedestrian Retail design standards*



The boundaries of these character areas remain unchanged from the 2016 Comprehensive Plan

Character Areas

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- CBD, NS
- *Assess Architectural Guidelines and Pedestrian Retail design standards*



Mixed-use buildings on Main Street in Old Town with space for ground floor retail and second floor apartments



View from Main Street: buildings in the Mixed Use – Downtown character area include residence converted to commercial uses



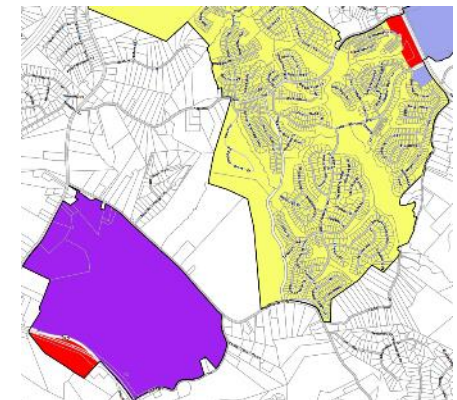
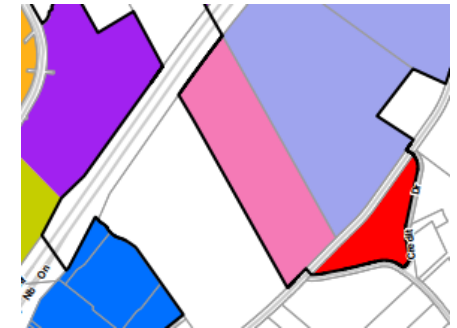
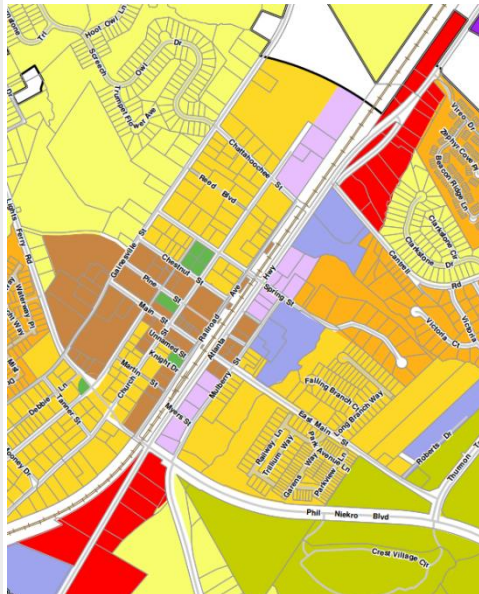
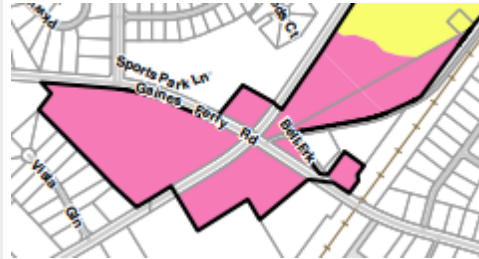
Character Areas

MIXED USE - NEIGHBORHOOD

- Formerly “Mixed Use” on the 2016 map
- Locations are appropriate for commercial development at significant intersections that is intended to serve surrounding neighborhoods
- Consideration also given to mixed use developments with commercial uses or open space/ recreation oriented to existing public streets (via proposed PUD zoning district)
- NS Neighborhood Shopping and PUD zoning districts are appropriate
- *Assess existing Architectural Guidelines and Pedestrian Retail design standards to ensure desired quality of development can be achieved*

NEIGHBORHOOD COMMERCIAL

- Smaller-scale commercial uses to serve the local area are appropriate (vs. regional / “big box” commercial)
- NS zoning district is appropriate
- *Assess existing Architectural Guidelines*



Character Areas

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- Locations are appropriate for commercial development at significant intersections that is intended to serve surrounding neighborhoods
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Future “The Farm” mixed-use development at McEver/Gaines Ferry



Brick, small monument sign, and landscaping in a local gas station

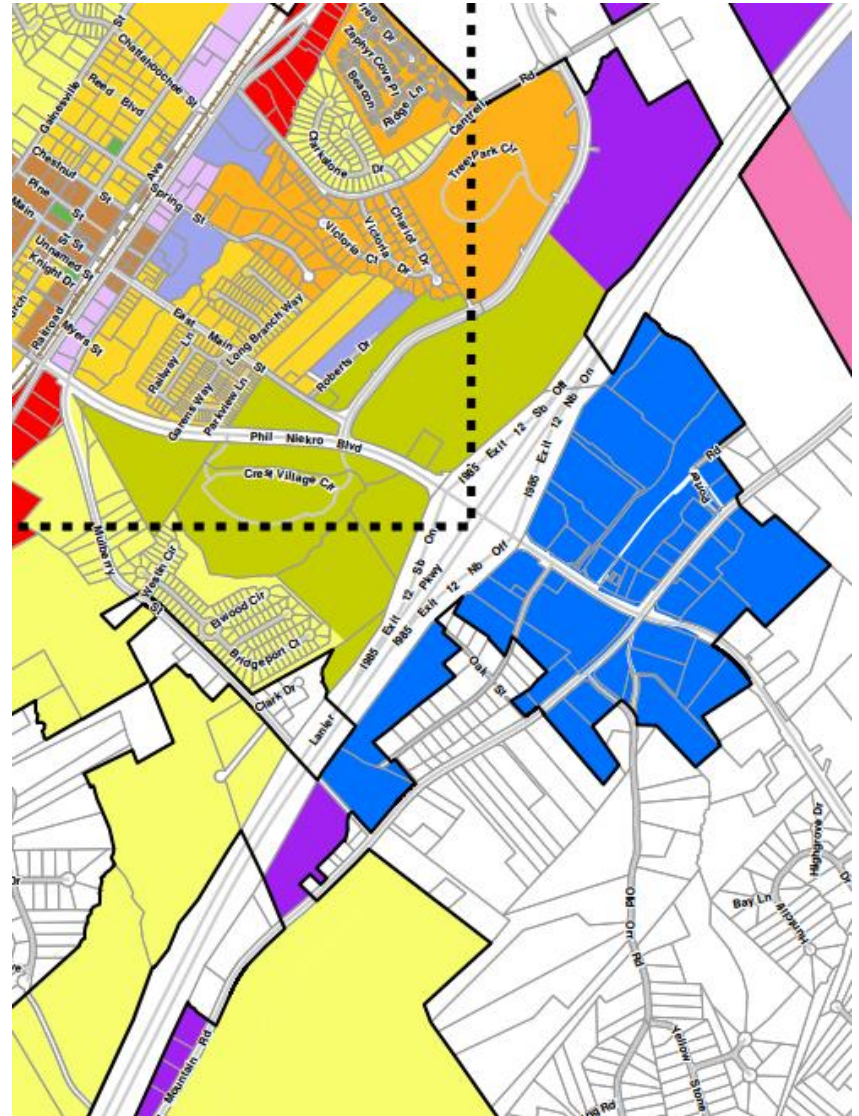
Character Areas

ACTIVITY CENTER

- Emphasis on commercial uses, with the opportunity for residential in a mixed-use setting where there is the potential for pedestrian access to Old Town via East Main
- Highway Business HB and PUD zoning districts implement this character area
- *Amend HB zoning district to limit uses to those that are solely commercial in nature; mixed-use proposals should be zoned to PUD to better regulate building and site design*

ACTIVITY CENTER - RETAIL

- “New” classification (formerly part of “Activity Center” above)
- Commercial uses, continuing development around Stonebridge Village and Village Shoppes
- HB zoning district is appropriate



The combined boundaries of the two character areas generally comprise the “Activity Center” character area boundary in the 2016 Comprehensive Plan

Character Areas

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- Emphasis on commercial uses, with the opportunity for residential in a mixed-use setting where there is the potential for pedestrian access to Old Town via East Main
- Highway Business HB and PUD zoning districts implement this character area
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Examples of mixed-use developments with accessible commercial uses and higher-density residential uses to the rear



Stonebridge Village shopping center



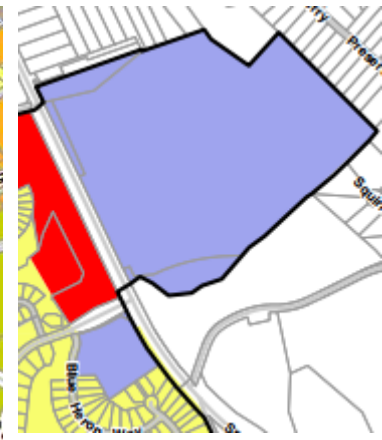
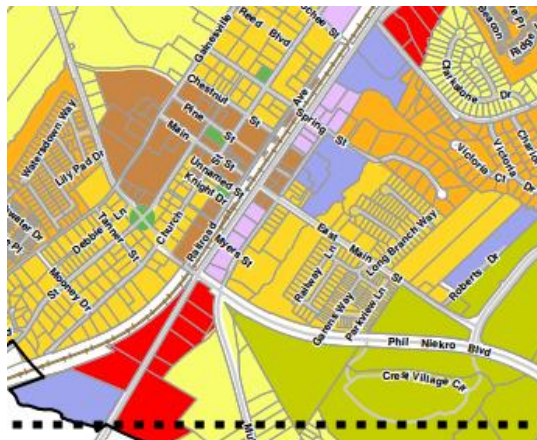
Character Areas

INDUSTRIAL EMPLOYMENT

- The map includes existing industrial uses and zoned properties (west side of 985) and industrial properties under development (east side of 985), as well as some additional parcels in close proximity to Exit 14
- M-1 Light Industrial and M-2 Heavy Industrial zoning districts support this character area
- *Evaluate existing Architectural Guidelines to ensure requirements support desired building materials, lighting, landscaping, and buffers*

INSTITUTIONAL CAMPUS

- Like the 2016 map, the 2021 map reflects the Falcons Training Facility, public schools, large churches, County library, and some City-owned properties
- Supports campus-style development, including office parks
- INST Institutional and O-P Office Professional zoning districts are appropriate for this character area
- *Strengthen building and site design standards for Office, Institutional, Business Parks, and Industrial Parks and Campus by more clearly delineating requirements vs. guidelines*



Character Areas

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Campus-style Atlanta Falcons
Headquarters and Training Facility

Next Steps

- Finalize Preliminary Draft
- April 15 Public Hearing (in-person City Council meeting)
- April Transmittal to Georgia Mountains Regional Commission for required review process
- June Adoption of Comp Plan



Appendix D. Flowery Branch Historic District Guidelines

The following map and guidelines are carried forward from the 2016 Comprehensive Plan Update.

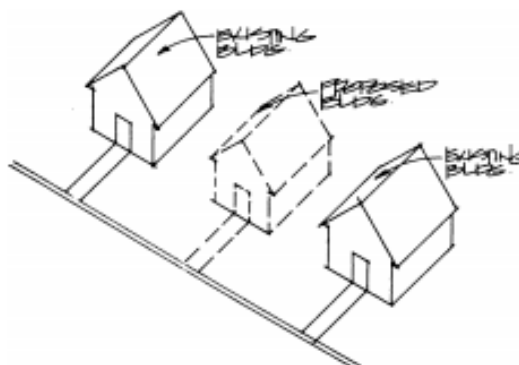


Local Historic District Design Guidelines

1. **Block Size and Width.** Some of the blocks in the redevelopment area boundary are short and narrow, with some block widths are less than 200 feet while others average approximately 300 feet. As redevelopment of blocks in the area occurs, the development should take place on subdivided blocks of land that are no more than 300 feet in block width, unless it can be shown that a larger block configuration is needed to facilitate the redevelopment proposal. To the extent possible, the pattern of small city blocks should be retained as redevelopment occurs.

2. **Building Frontage.** New building construction needs to front on the existing street. The main entrance of new construction should not be located on a side elevation or rear elevation.

3. **Building Placement and Setbacks.** Building setbacks for redevelopment should maintain the existing setback established by existing historic buildings. All redevelopment should follow the prevailing setbacks of the adjacent blocks.



The proposed building (middle) follows the prevailing setback established by adjacent structures.

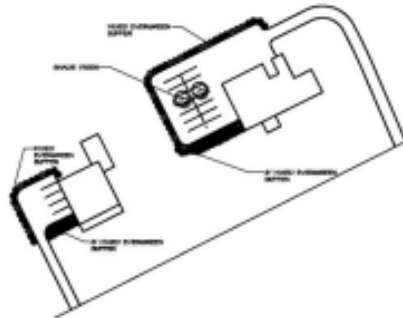
4. **Building Elevations.** New construction should follow the established patterns of existing buildings, including roof pitch, fenestration, materials, scale, and texture. The elevations of buildings should be embellished with architectural features so that a blank elevation (defined as horizontal or vertical distance on an elevation exceeding 15 feet without an architectural feature) is not presented to the residences and passersby along streets. Architectural details that do not belong to the period or style of the district are not appropriate for detailing on new construction. Architectural details should be determined from the project's area of influence, as well as those found within the district, and must promote architectural interest. These features must be balanced and not create a cluttered appearance. Exterior materials for one- to two-story building construction may be of wood siding or masonry, or a combination of the two. Exterior materials for infill construction in excess of two stories should be masonry construction.
5. **Adaptive Use of Residential Structures.** Proposed new uses for residential buildings in the historic district should be compatible with the historic property so that minimal changes are necessary. When adaptive reuse is complete, the property should still be recognizable as a residential property.
6. **Building Additions.** Additions should be designed to have the least effect possible on historic materials or character-defining elements of the historic building or landscape. Additions should be placed on the rear or on an inconspicuous side of the historic building, and they must be compatible with the original building materials, relationships of solids to voids, and color.

The size and scale of the addition should be limited in relationship to the historic building. Additional stories, when required for a new use, should be set back from the wall plane and should be as inconspicuous as possible when viewed from the street. Additions to the side of a historic building should not be flush with the front facade. Appropriately-designed side additions to historic buildings will be stepped back from the front facade, as far back as possible. Design of a new addition must be clearly differentiated so that the addition is not mistaken for part of the original building and also does not damage the historic fabric of the existing building. Additions that could be easily removed, at a later date, are encouraged by the construction of breezeways, open or enclosed.

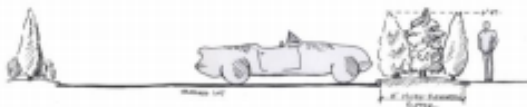


The proposed addition to this building is placed on the rear elevation, is clearly differentiated from the original structure, and is appropriately scaled.

7. **Porches.** Historic porches located on a primary elevation should not be enclosed. Historic porches located on the side, or rear may be enclosed when establishing a new use. The enclosure of the porch must be carefully designed in a manner that preserves the historic character and form of the original building. This can include using large sheets of glass and recessing the enclosure wall behind existing scrollwork, posts, and balustrades.
8. **On-street Parking.** On-street parking should be provided where permissible by zoning and other regulations as a supplement to off-street parking.
9. **Off-street Parking Lots.** Off-street parking should not front on a road right-of-way, but rather, it should be placed to the rear (preferred) or side of buildings. Parking lots should be divided into smaller parking areas and "softened" by planted tree islands or other landscape treatments. Trees planted within and on the periphery of parking lots should be of sufficient canopy to provide shade to pedestrians and vehicles at maturity.



The parking lots in this illustration are appropriately located to preserve the prevailing setbacks of the structures.





FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not included in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

March 18, 2021 work session discussion concerning buffers (plan attached below).

Updated April connectivity layout provided by applicant. This updated plan has been submitted (see below) in order to help answer Council's traffic concerns. This plan has been sent to CPL for review and comment and a CPL representative will be present at the April 15, 2021 meeting to discuss and answer questions. This plan was submitted in lieu of a traffic study.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

March 4 Public Hearing & Work Session

March 18 - Work Session

April 1 - Work Session (If Needed)

April 15 - First Vote

May 6 - Work Session (If Needed)

May 20 - Second and Final Vote

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

Approve as submitted and conditioned.

SAMPLE MOTION:

I make a motion to approve the first reading of ordinance 625 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 626 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 627 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 628 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 629 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 630 as submitted and conditioned.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)
- [Staff Report .pdf](#)
- [March 18 Buffer Plan.pdf](#)
- [Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
- [Combined 625-630 Incomplete for FIRST READ.pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

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

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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

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

Sincerely,

Tonya Woods
Development Planning and Engineering

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

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

Currently a conforming use?

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

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

Tax Map Number: parcels (08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Current Zoning: M1 Total Acres: 117.962

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

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

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

- Legal description
- Current survey of property



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

Conflict of Interest Disclosure

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

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

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

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



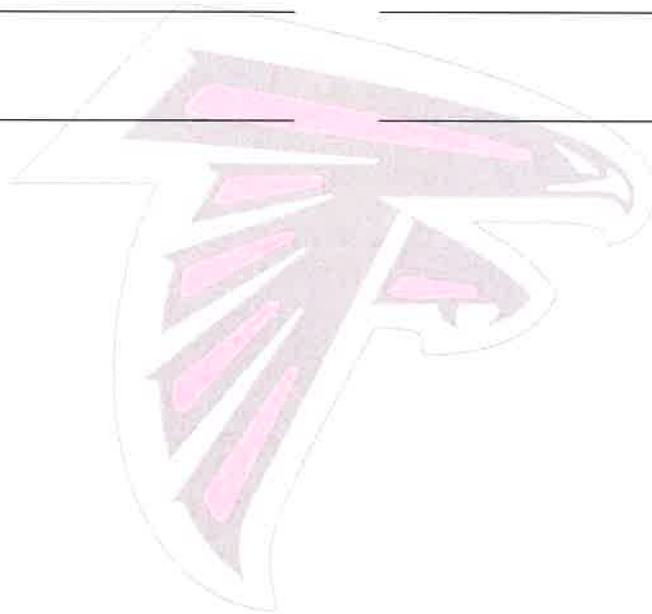
Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____ 12/14/2020 _____

Address of Request:

____ Mulberry Street _____

Tax Map # ____ Multiple parcels _____ Current Zoning: M1 _____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - Do individual property lines for lots extend into the buffer? - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- 5850 linear feet x 2=11,700 x 5 feet in width =58,500 x .33 feet =19305/27= 715 cubic yards
- Phase 2
- 7125 linear feet x 2= 14250 x 5 feet in width= 71,250 x .33 feet= 23512/27= 870 cubic yards
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybranchga.org



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

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

the existing zoning district classification. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;
 THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;
 THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;
 THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;
 THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;
 THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;
 THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;
 THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;
 THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;
 THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;
 THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;
 THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;
 THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;
 THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;
 THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;
 THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;
 THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;
 THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;
 THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;
 THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;
 THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;
 THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;
 THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;
 THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;
 THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;
 THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;
 THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;
 THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
 THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
 THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
 THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
 THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
 THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
 THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
 THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
 THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
 THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
 THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
 THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
 THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
 THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
 THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
 THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
 THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
 THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
 THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
 THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
 THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
 THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
 THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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

08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

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08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21





Stark Properties
Mulberry Park/Flowery Branch Townhomes
"C" Elevation

1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band





- 1x6 Fascia
- 1x4 Frieze
- 1x4 Trim
- 1x6 Header
- 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21





1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties Mulberry Park/Flowery Branch Townhomes “B” Elevation

01.22.21



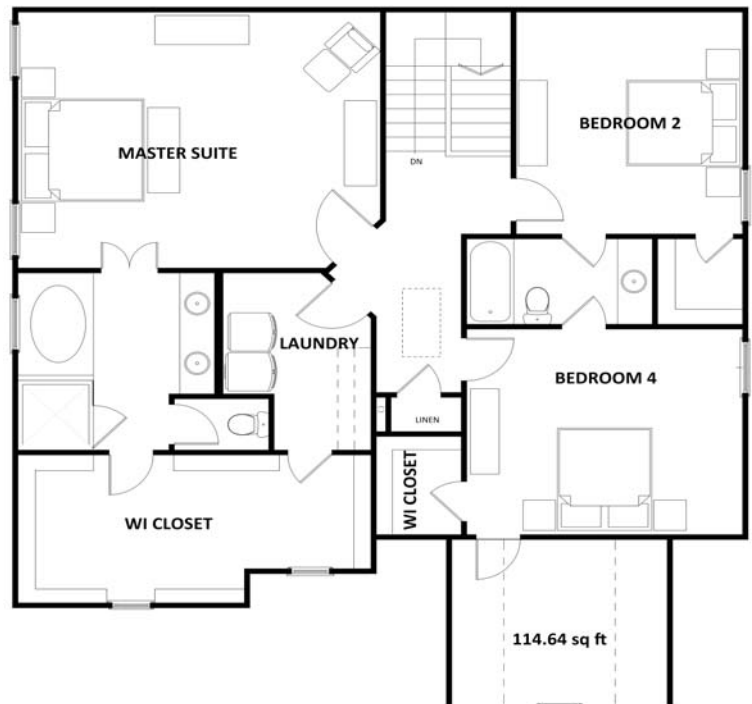
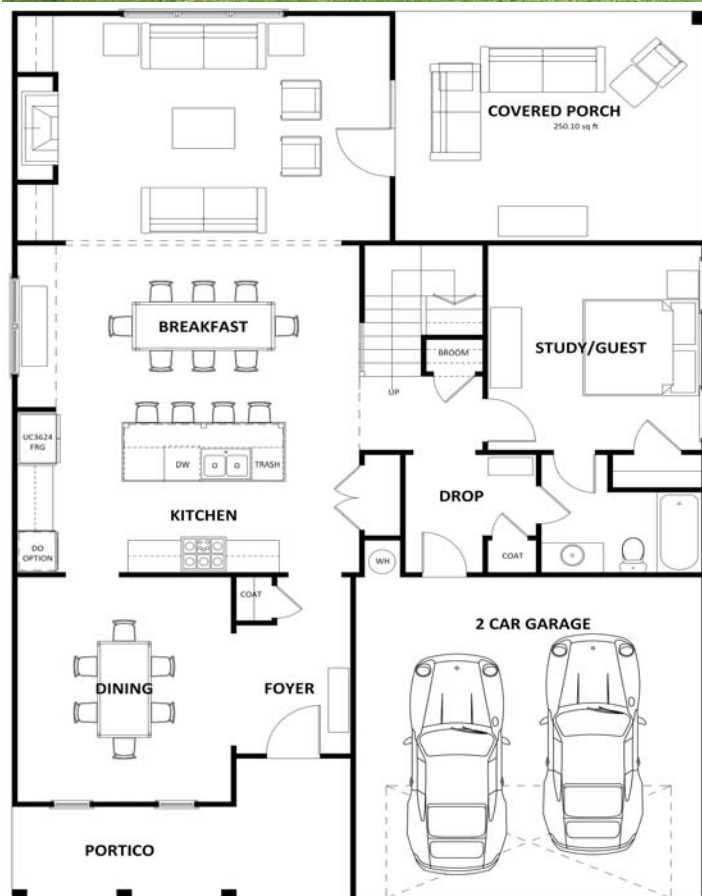
The drawings presented are illustrative of character and design intent only, and are
 subject to change based upon final design considerations (i.e. applicable
 structural, and MEP design requirements, unit plan / floor plan change
 ©2021 gmdesigngroup of georgia



1x6 Fascia
1x4 Frieze
1x4 Trim
1x6 Header
1x8 Band

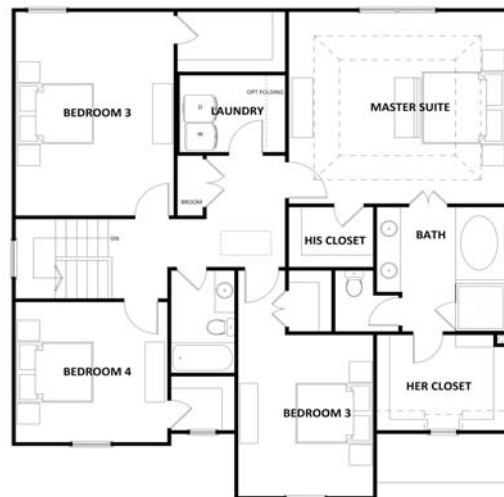
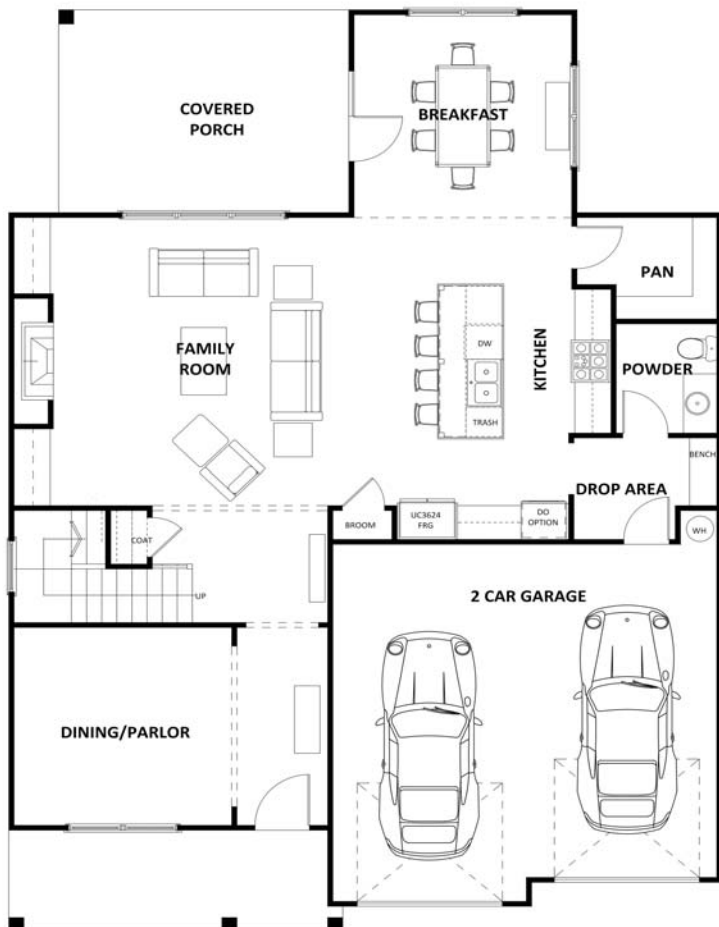
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414  143

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414



"A"

COVERED
PORCH

"B"

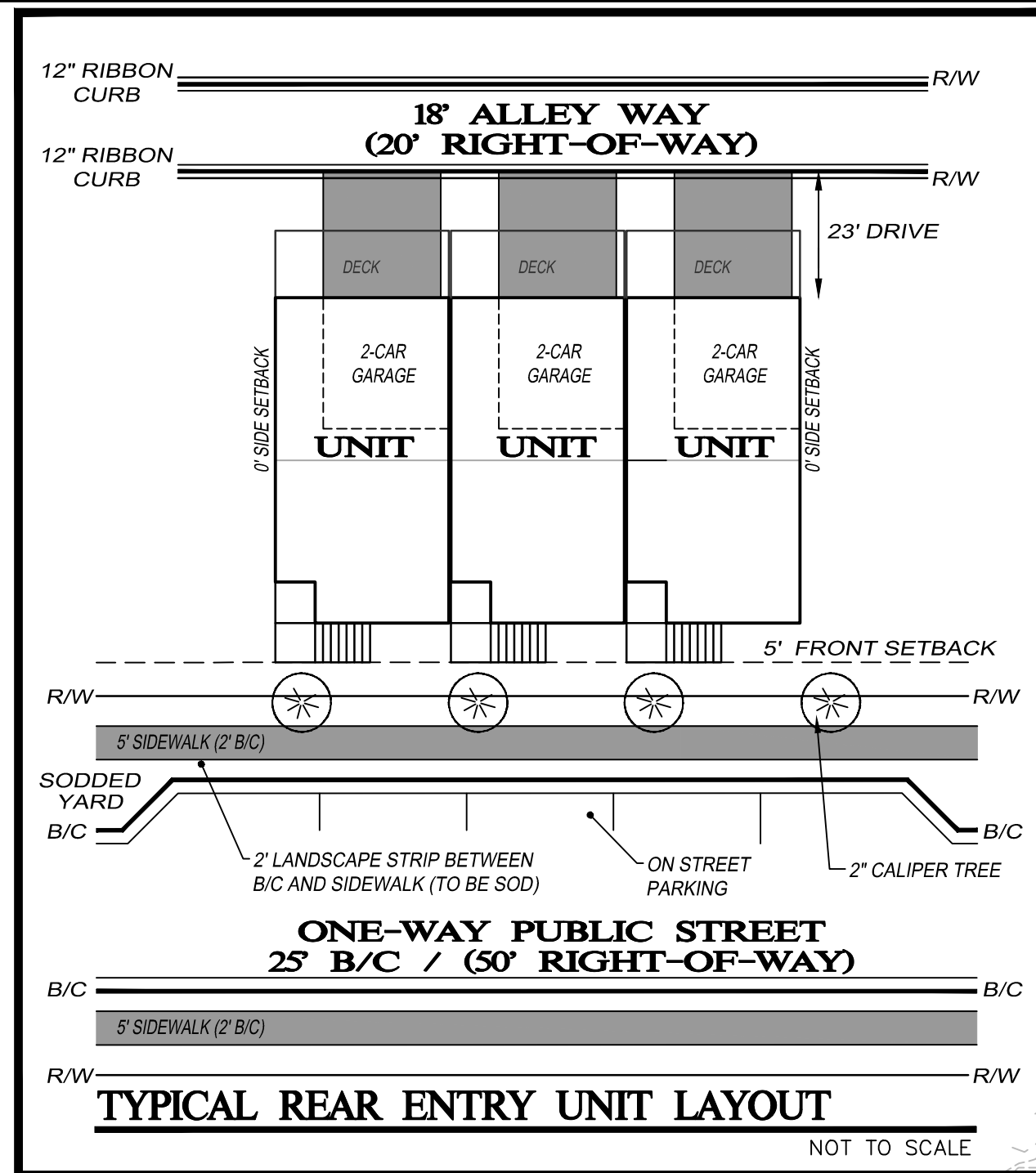
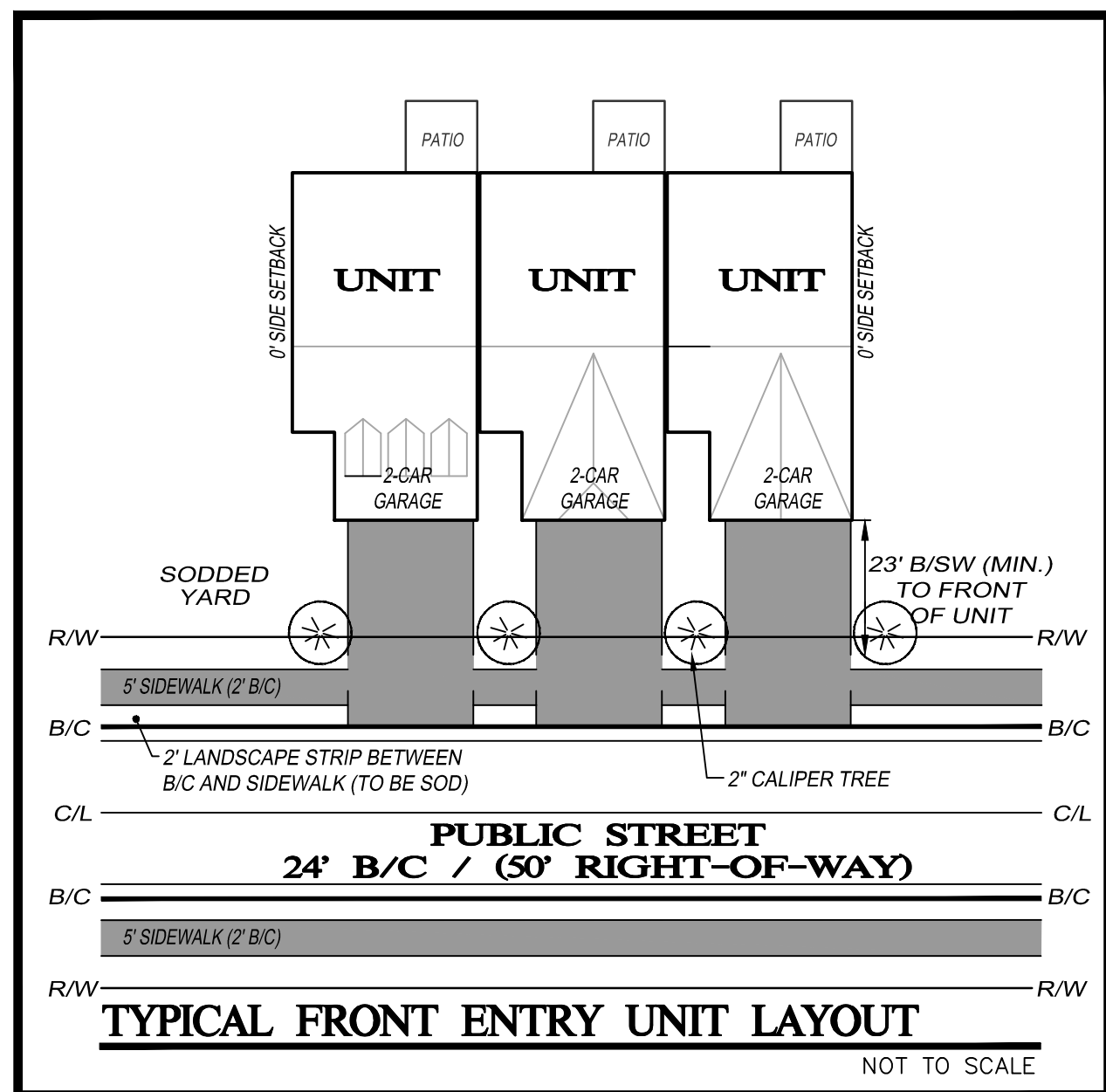
COVERED
PORCH



For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414

DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT
24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C
COMMON AREA

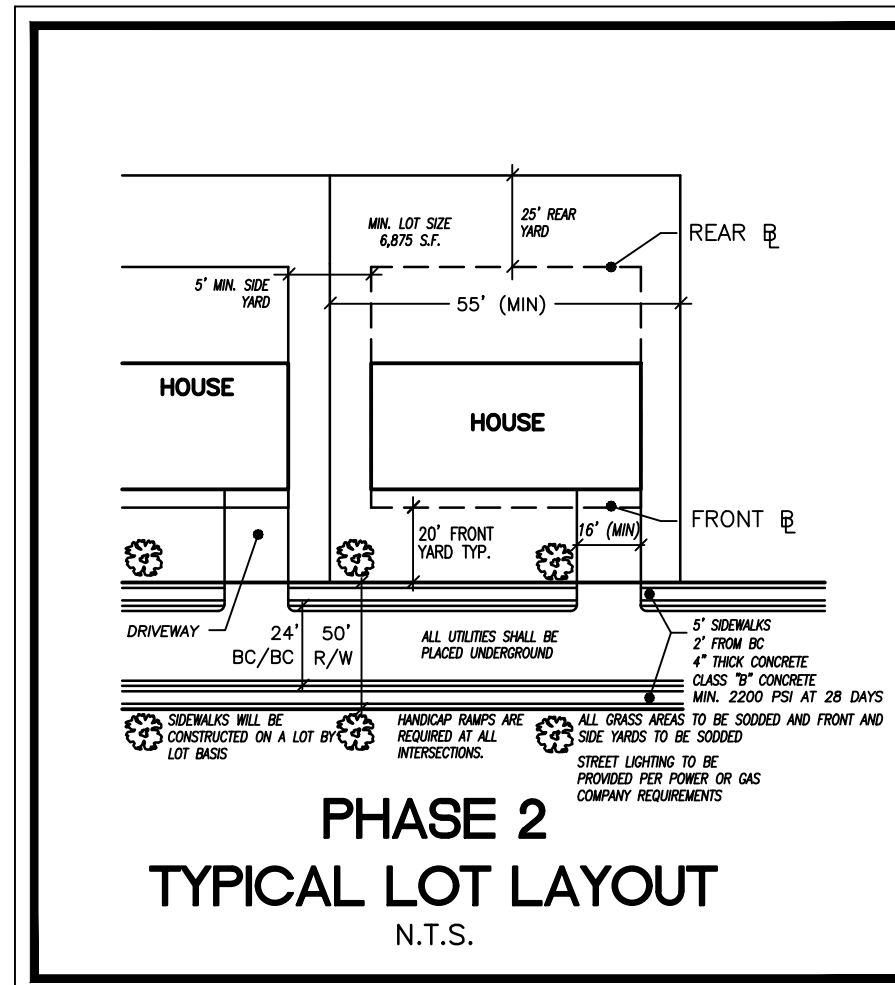
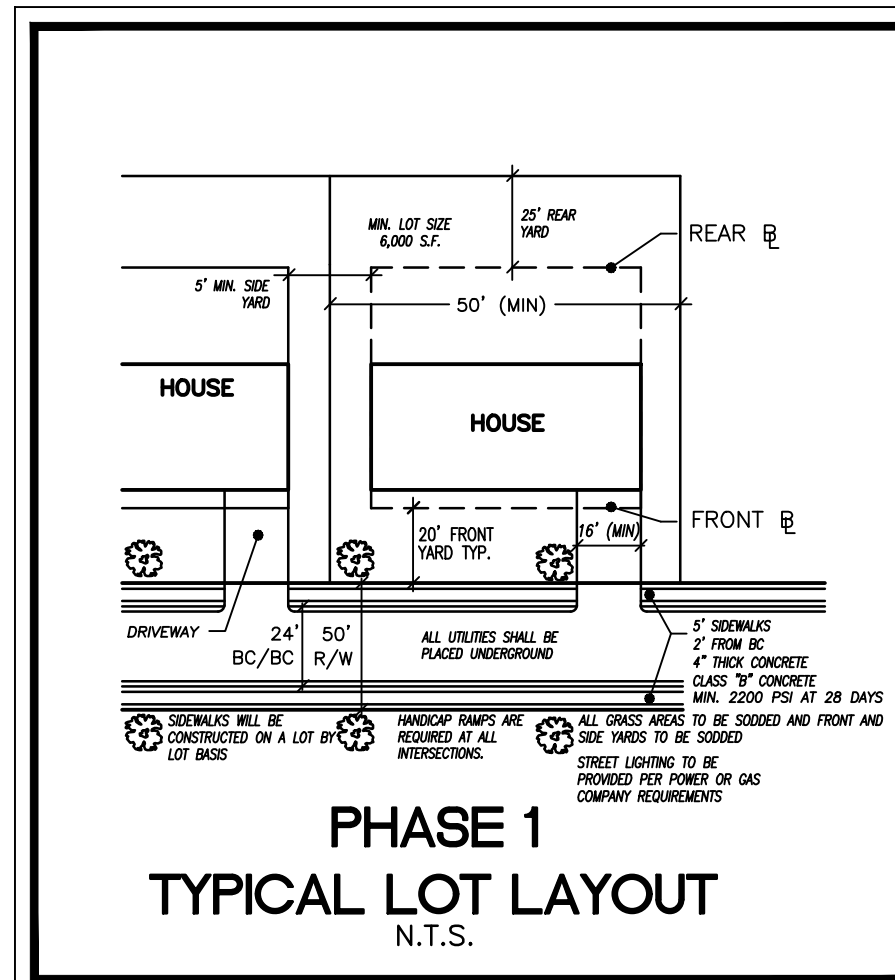
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

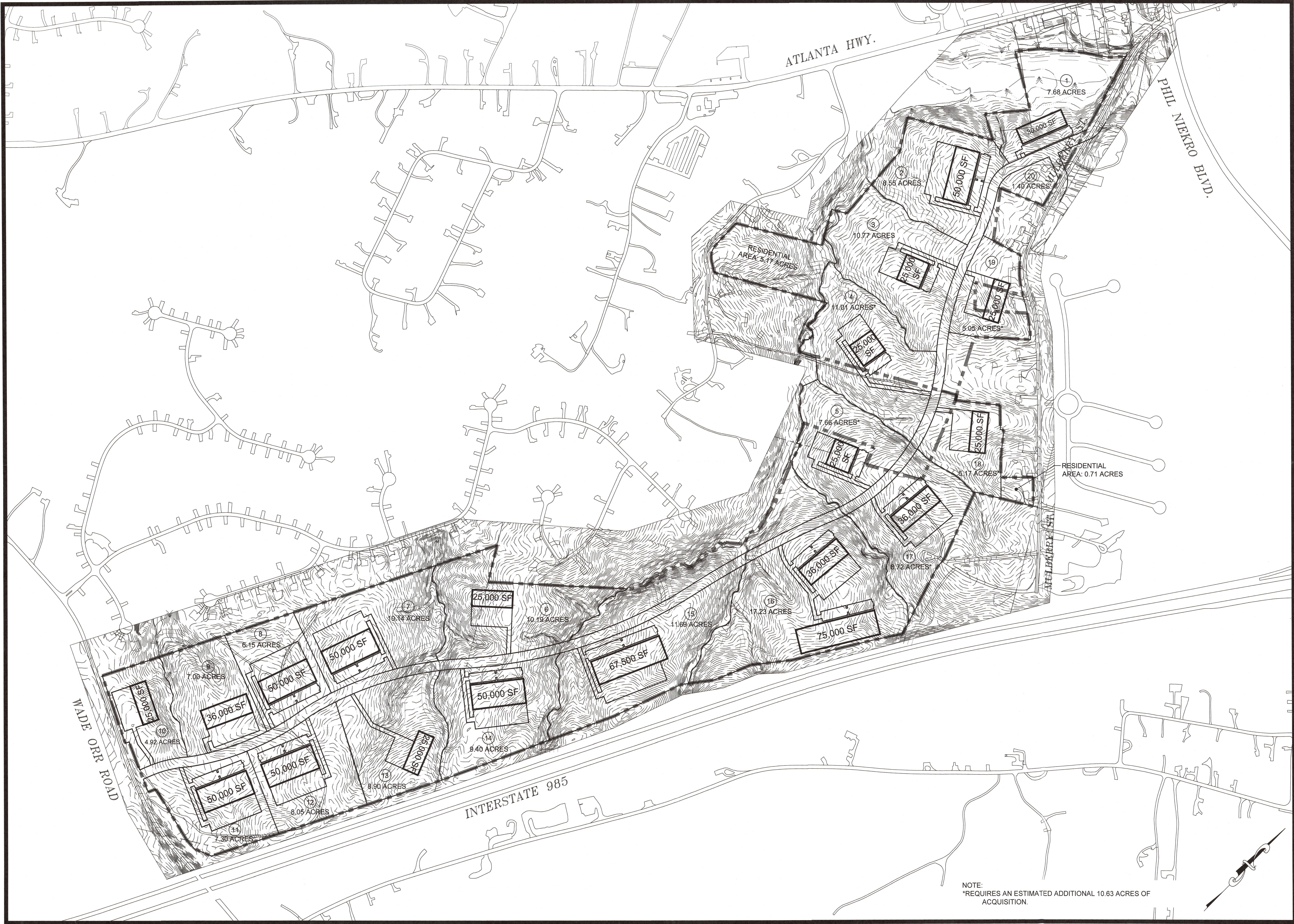
CONCEPTUAL LAND PLAN

PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE	REVISION	No.	1	2	3	4	5
		DESIGN	AS SHOWN SCALE				
		KWB DRAWN	1 of 1				
		CHECKED	SHEET				
		12/02/20 DATE	20-085 PROJECT No.				



**Rochester
& Associates, Inc.**

425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
FOR

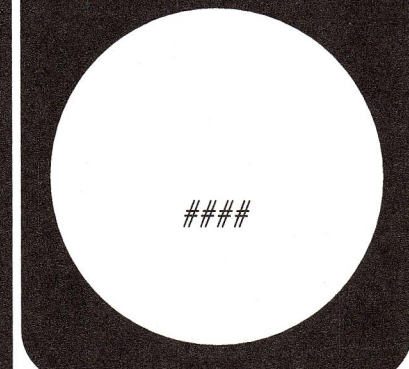
ADVENTURES IN MISSIONS

LAND LOTS 116, 117, & 134
DISTRICT 1, CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT WRITTEN APPROVAL OF THE ARCHITECT ARE HEREBY PROHIBITED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT WRITTEN APPROVAL OF THE ARCHITECT.

GRAPHIC SCALE
125' 0' 250' 500'



SHEET
1
OF
1

DATE: 1.17.2019
JOB NO.
DWG NO.
DRAWN BY: MDS

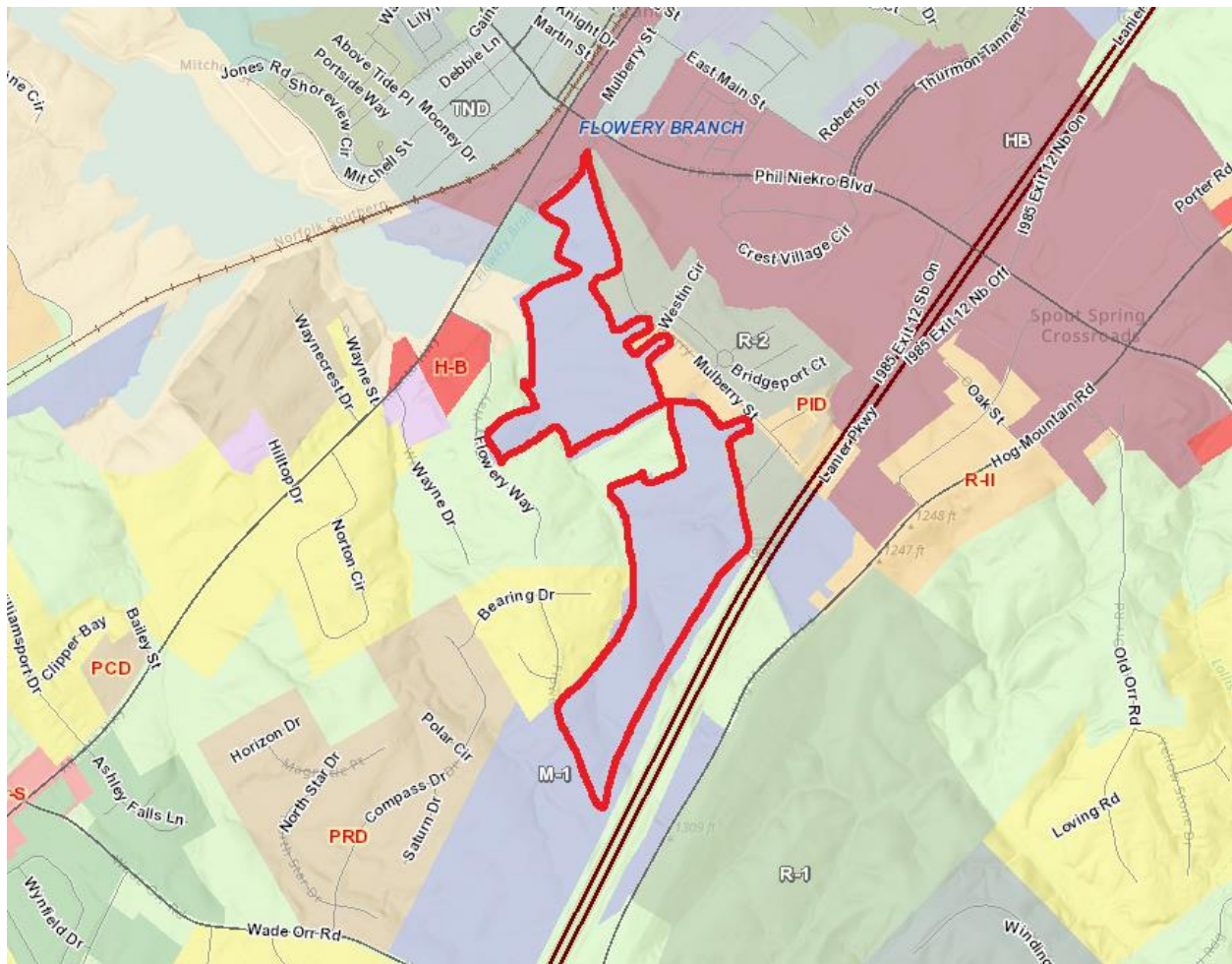


Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

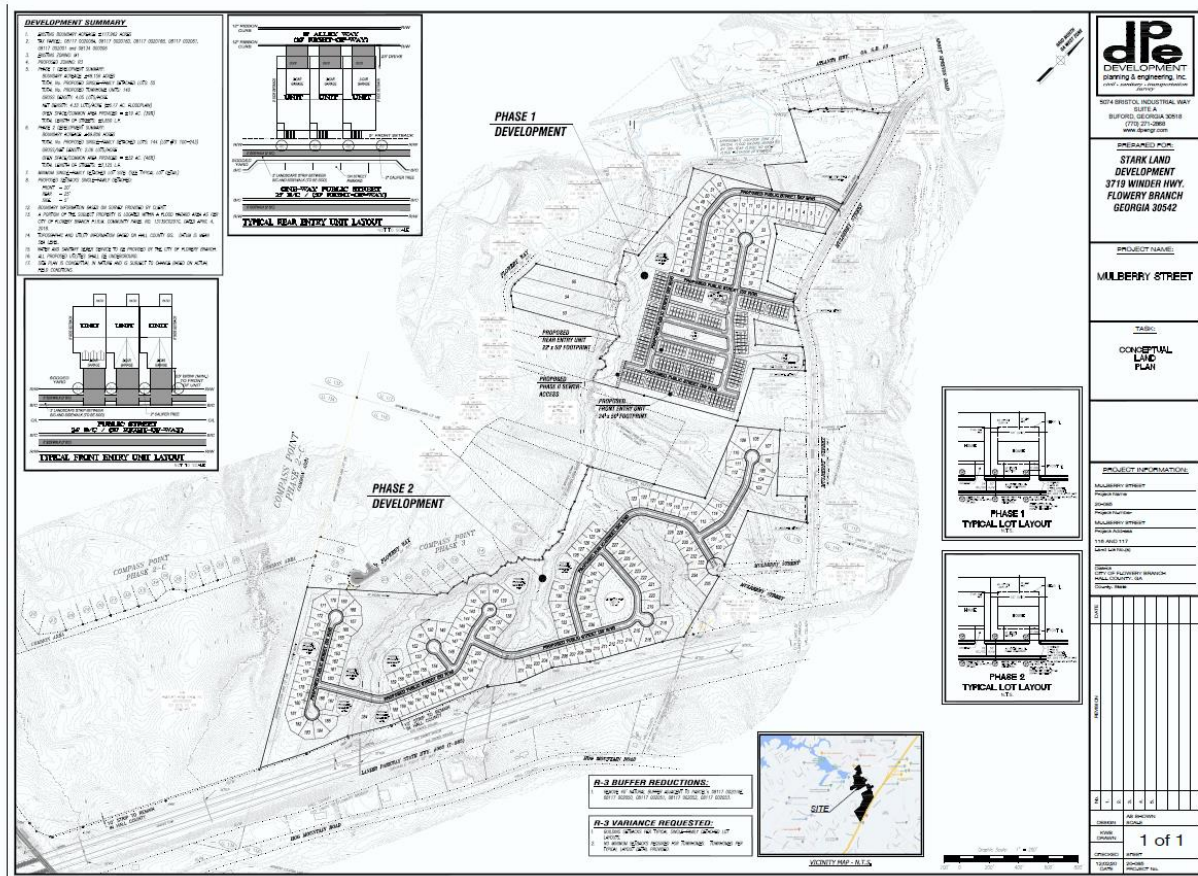
A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

Approximate location of all six parcels:





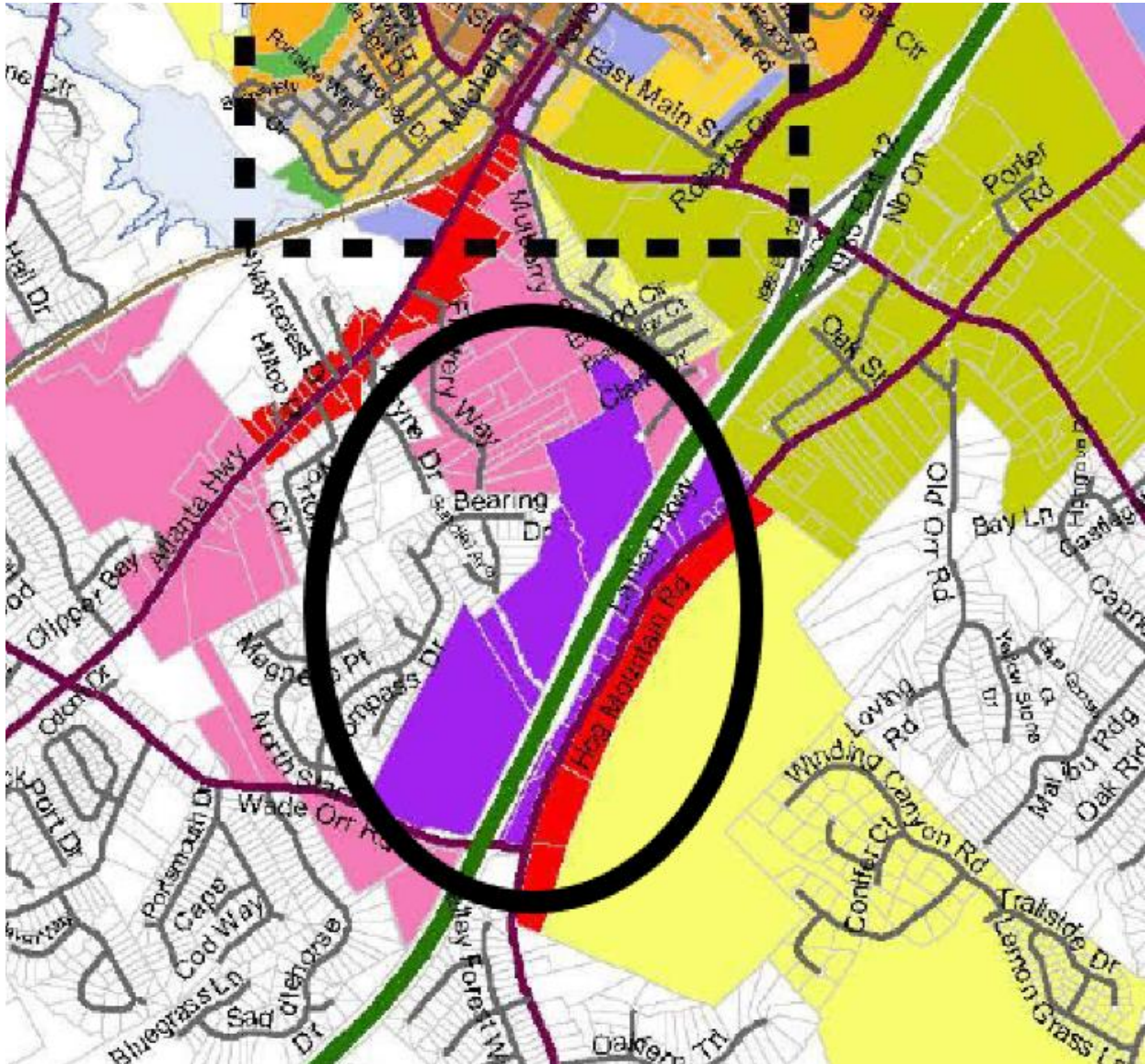
The request is to rezone all six parcels from M-1 (Light Industrial) to R3 (Residential Multi-Family) with the intent to construct a single family detached and townhome subdivision in two phases. The original plan as submitted by the applicant:



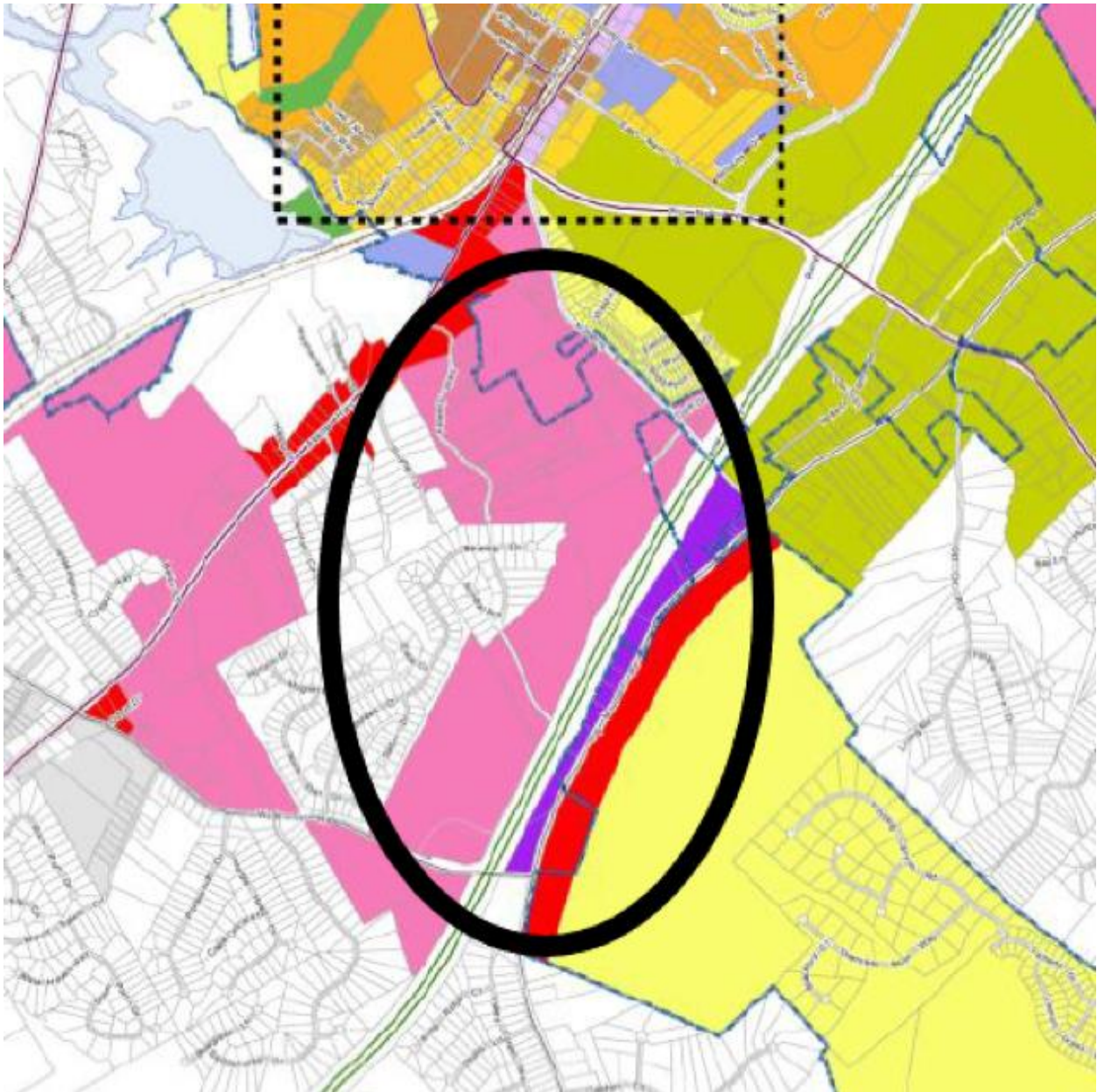
Staff is working with the applicant to revise and update the site plan with the intent to improve layout and design.



Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

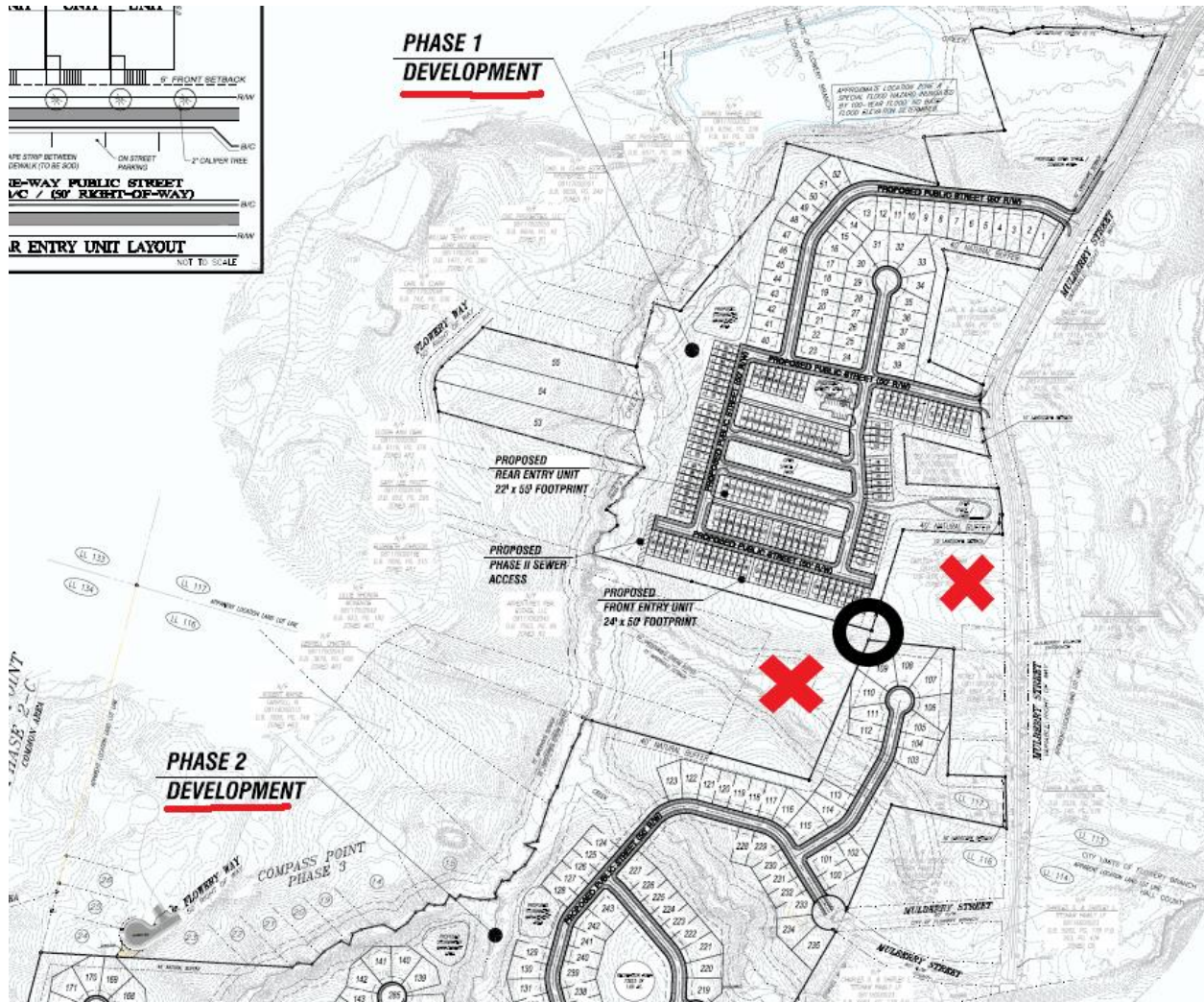


The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

- (g) Existing use(s) and zoning of the subject property and nearby properties. *Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.*

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.





Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

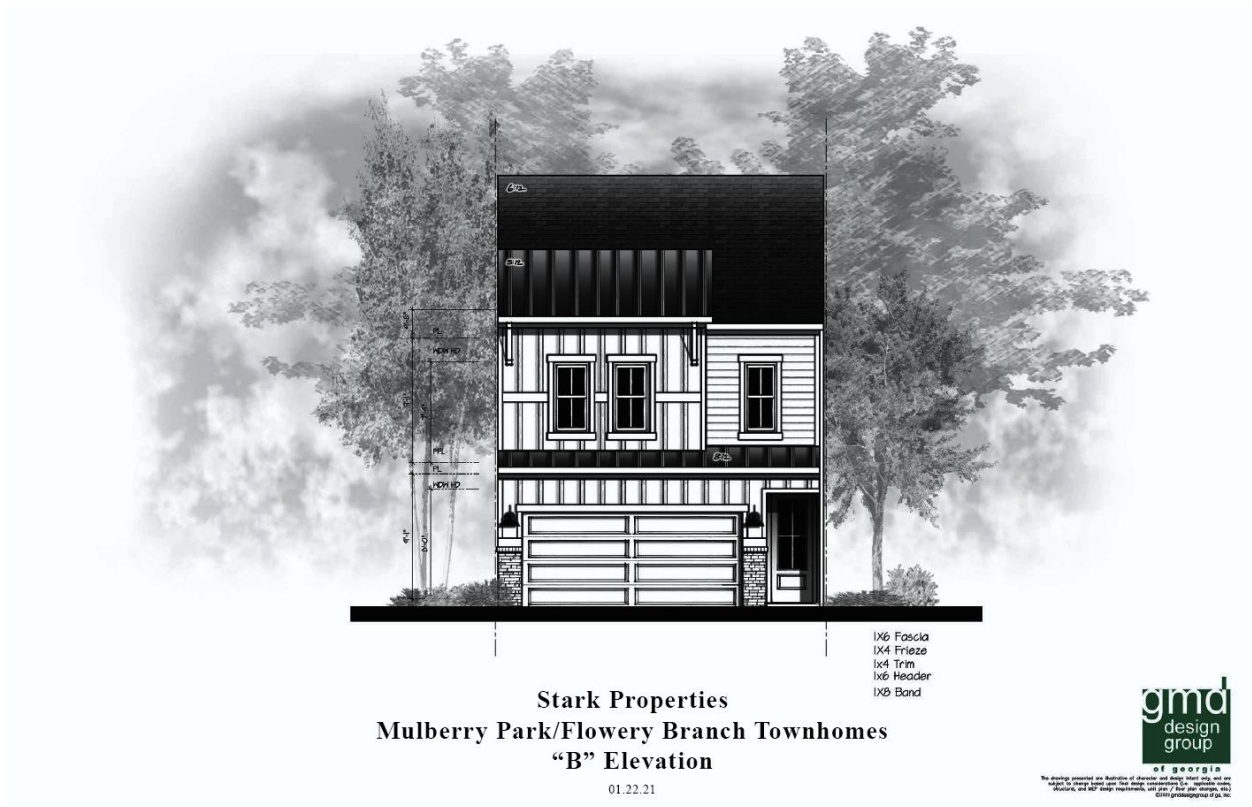
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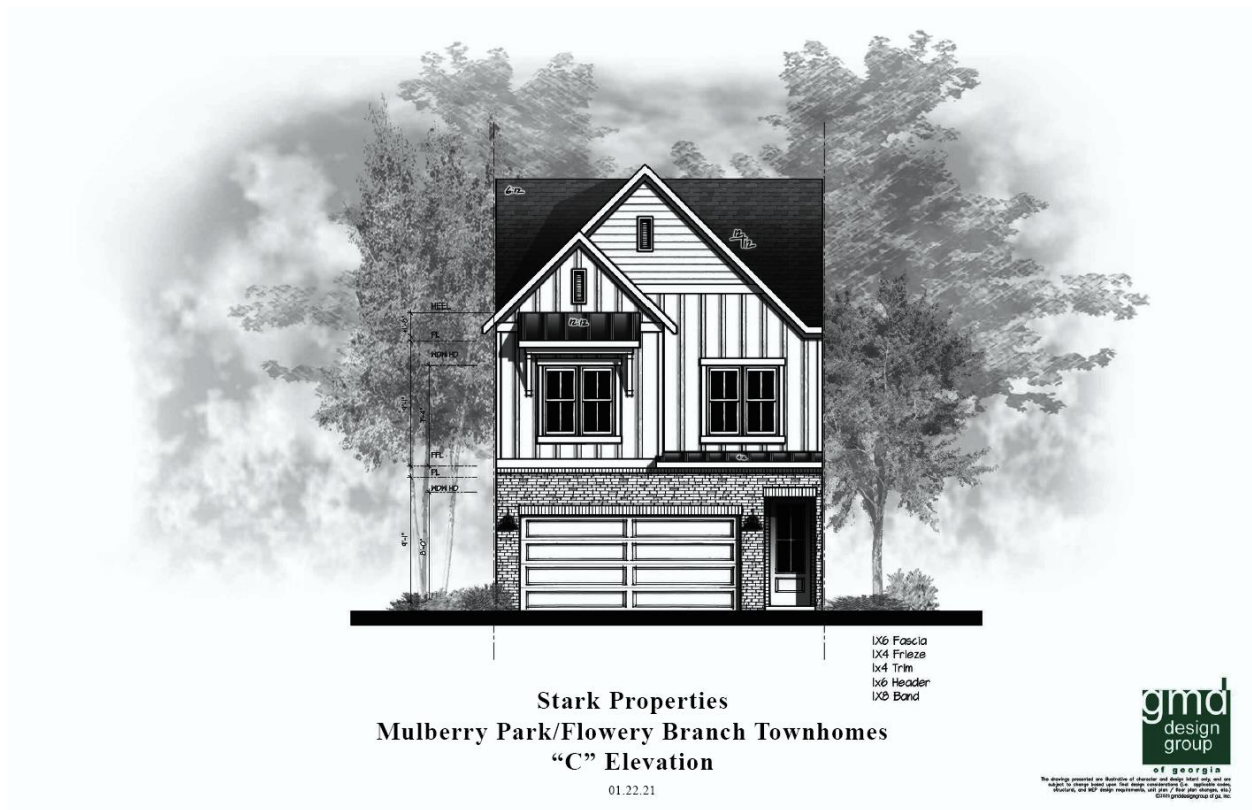
IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.).









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the MADDOX





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the MILLER "B"



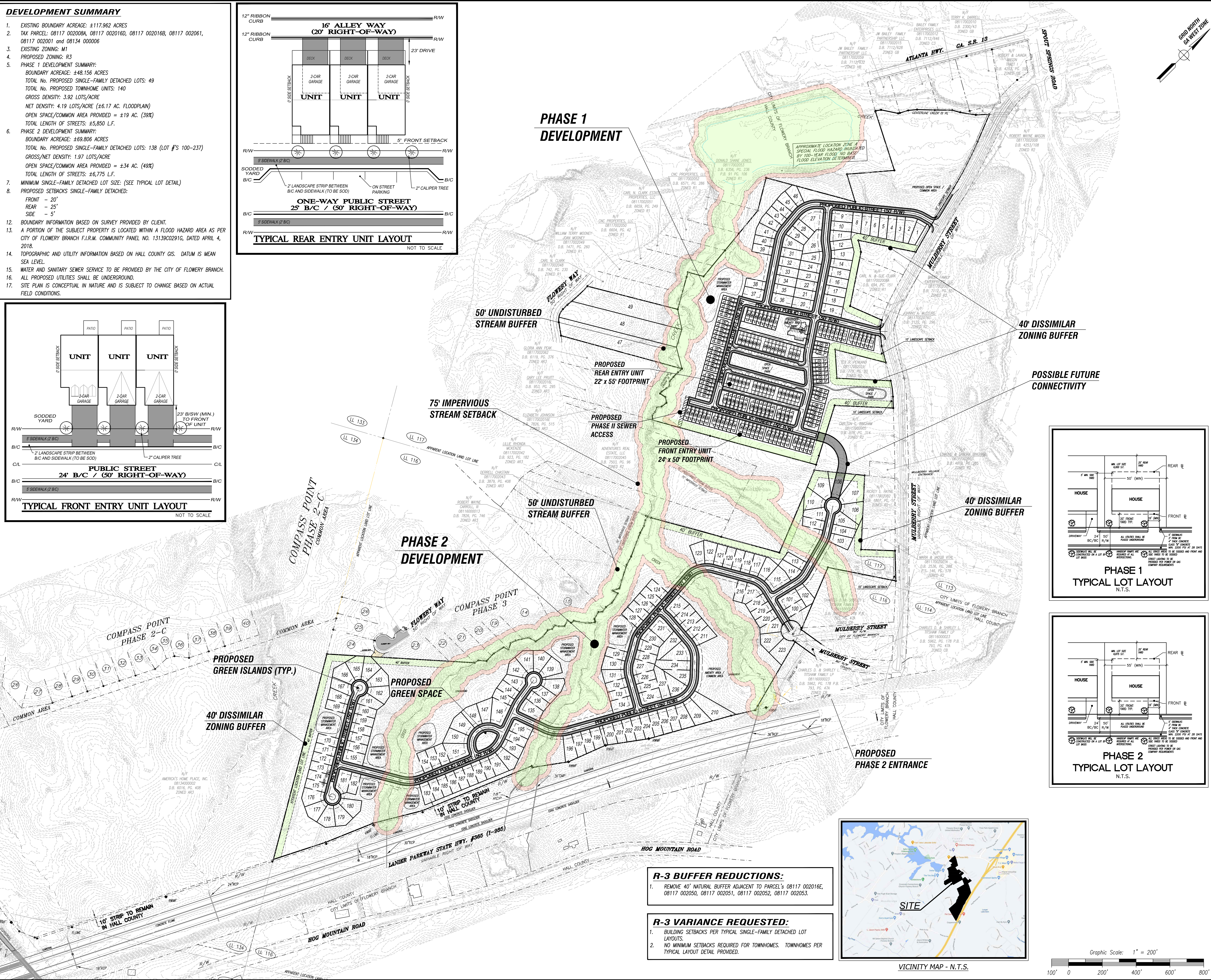
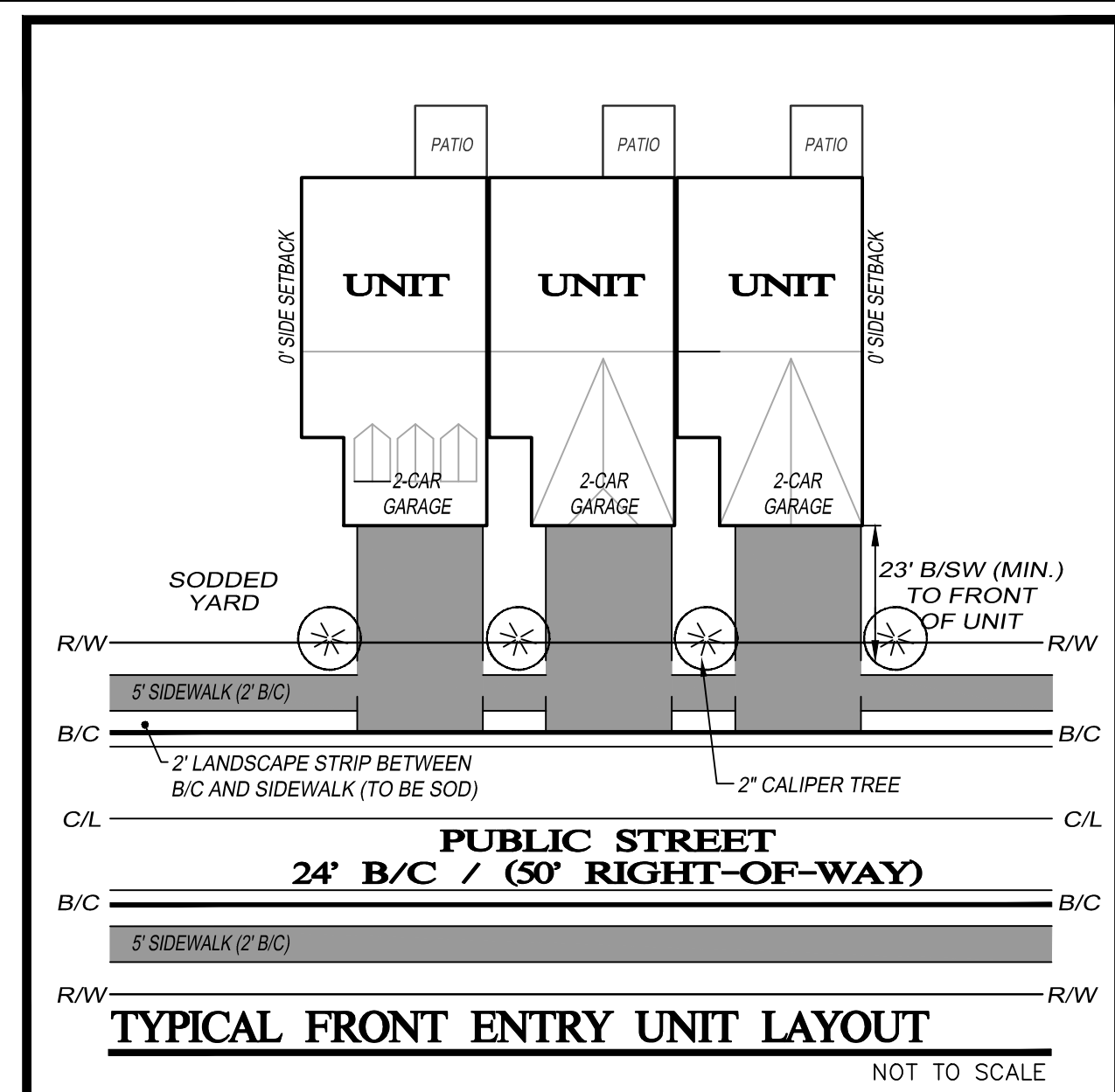
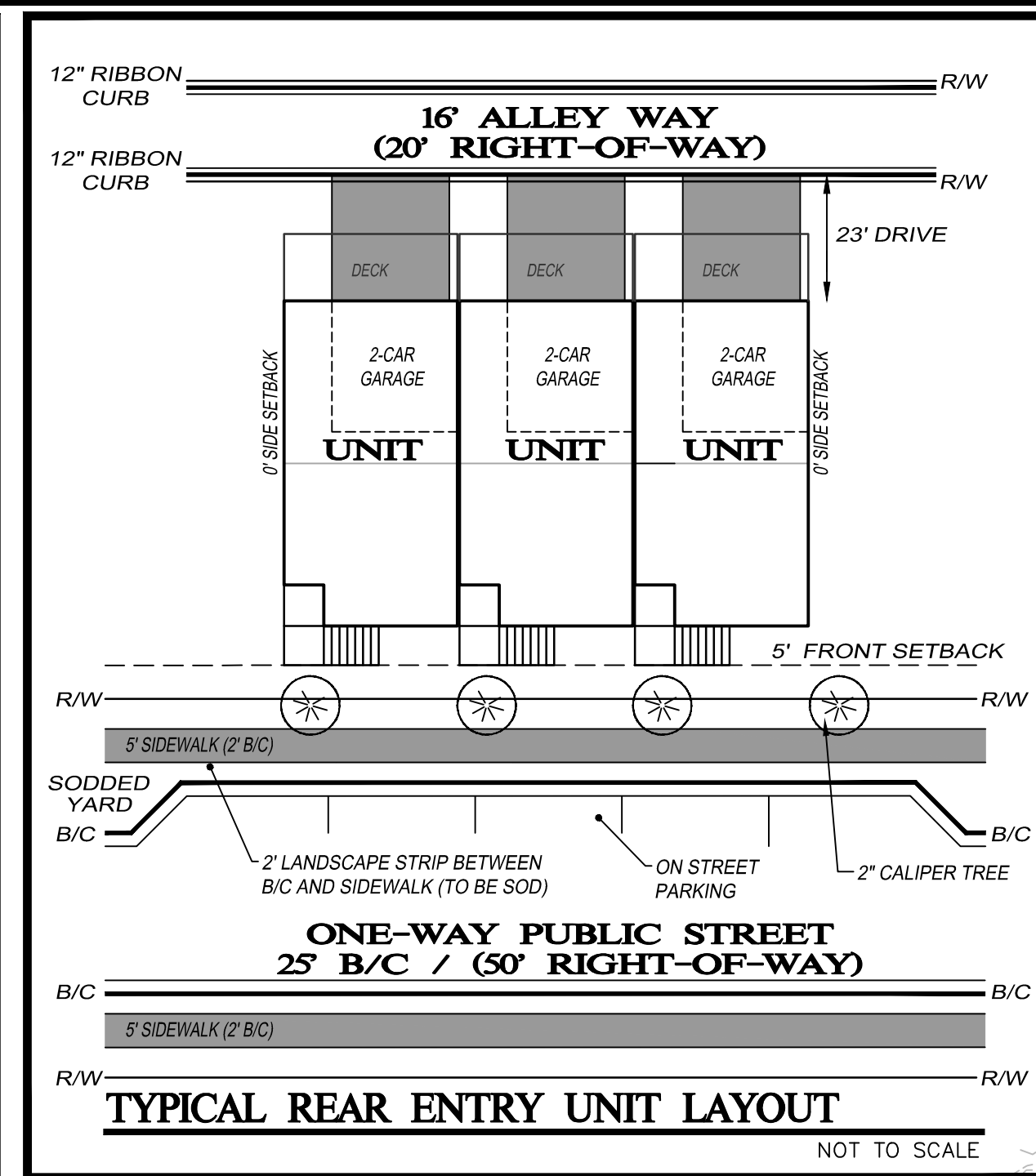


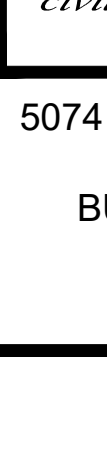
Bowen & Bowen
HOMEBUILDERS
www.bowehomes.com

the OAKLEY



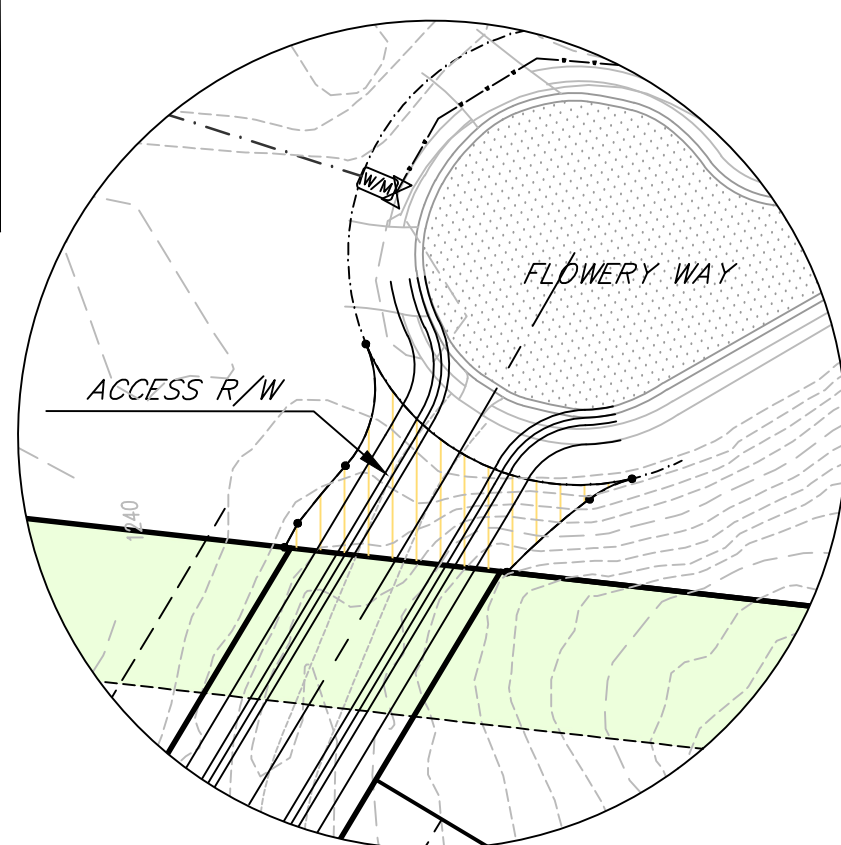
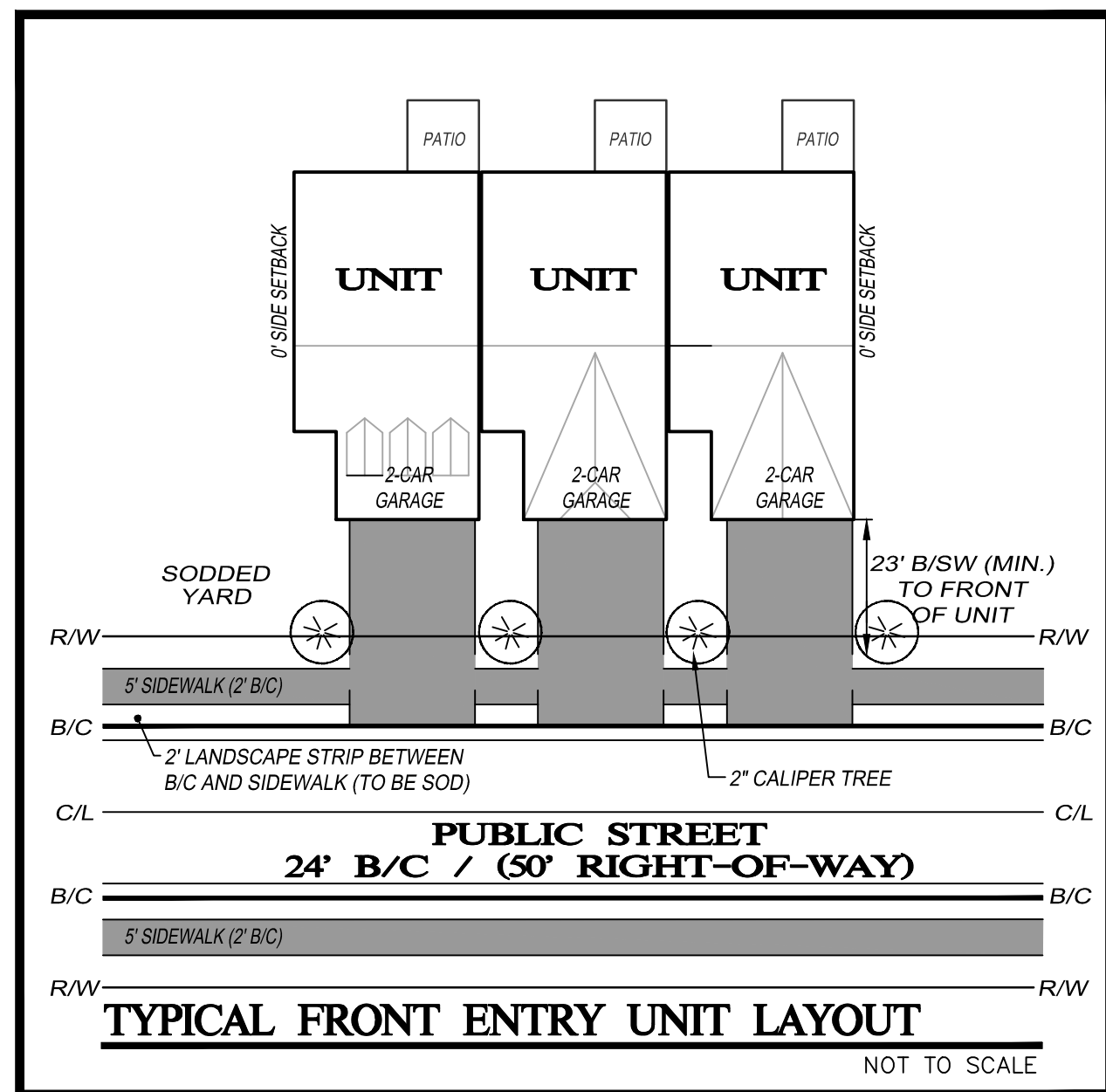
1. EXISTING BOUNDARY ACRES: ±117,962 ACRES
2. TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and M134 000006
3. EXISTING ZONING: M1
4. PROPOSED ZONING: R3
5. PHASE 1 DEVELOPMENT SUMMARY:
 - BOUNDARY ACRES: ±48.156 ACRES
 - TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 49
 - TOTAL No. PROPOSED TOWNHOME UNITS: 140
 - GROSS DENSITY: 3.92 LOTS/ACRE
 - NET DENSITY: 4.19 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
 - OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
 - TOTAL LENGTH OF STREETS: ±5,850 L.F.
6. PHASE 2 DEVELOPMENT SUMMARY:
 - BOUNDARY ACRES: ±69,806 ACRES
 - TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 138 (LOT #S 100-237)
 - GROSS/NET DENSITY: 1.97 LOTS/ACRE
 - OPEN SPACE/Common Area PROVIDED = ±34 AC. (49%)
 - TOTAL LENGTH OF STREETS: ±6,775 L.F.
7. MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
8. PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
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 - REAR - 25'
 - SIDE - 5'
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16. ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
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 dpe DEVELOPMENT planning & engineering, inc. <i>civil • sanitary • transportation survey</i>										
5074 BRISTOL INDUSTRIAL WAY SUITE A BUFORD, GEORGIA 30518 (770) 271-2868 www.dpengr.com										
PREPARED FOR: <i>STARK LAND DEVELOPMENT 3719 WINDER HWY. FLOWERY BRANCH GEORGIA 30542</i>										
PROJECT NAME: MULBERRY STREET										
TASK: CONCEPTUAL LAND PLAN										
PROJECT INFORMATION:										
MULBERRY STREET										
Project Name										
20-085										
Project Number										
MULBERRY STREET										
Project Address										
116 AND 117										
Land Lot No.(s)										
District										
CITY OF FLOWERY BRANCH										
HALL COUNTY, GA										
County, State										
DATE										
	02/09/2021									
REVISION	No.	1.	2.	3.	4.	5.				
	Address Conceptual Land Plan Comments									
DESIGN		AS SHOWN SCALE								
KWB DRAWN		1 of 1								
CHECKED										
12/02/20 DATE		SHEET								
		20-085 PROJECT NO.								

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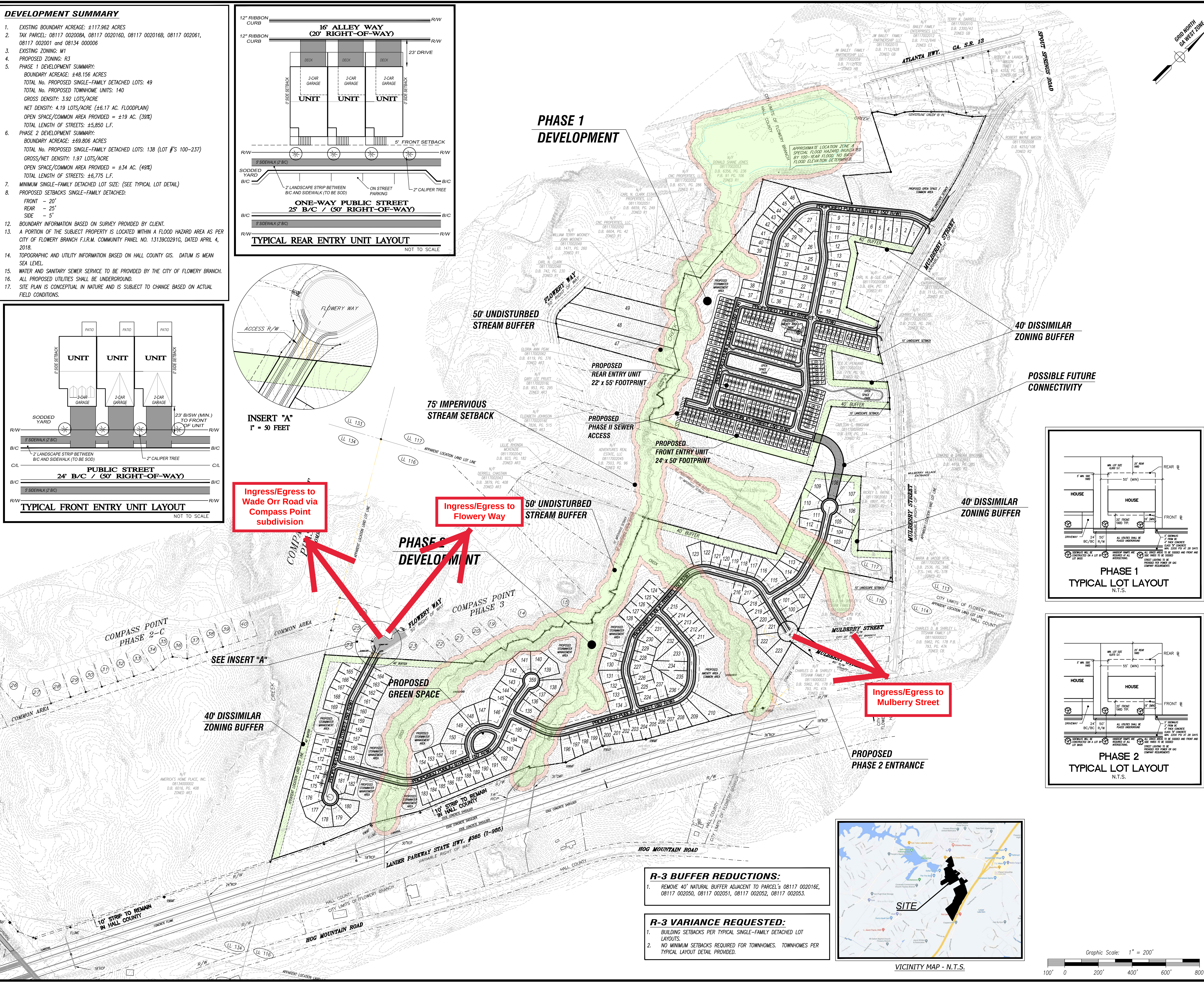
INSERT "A"
1" = 50 FEET

Ingress/Egress to
Wade Orr Road via
Compass Point
subdivision

Ingress/Egress to
Flowery Way

Ingress/Egress to
Mulberry Street

PHASE 1 DEVELOPMENT



R-3 BUFFER REDUCTIONS:

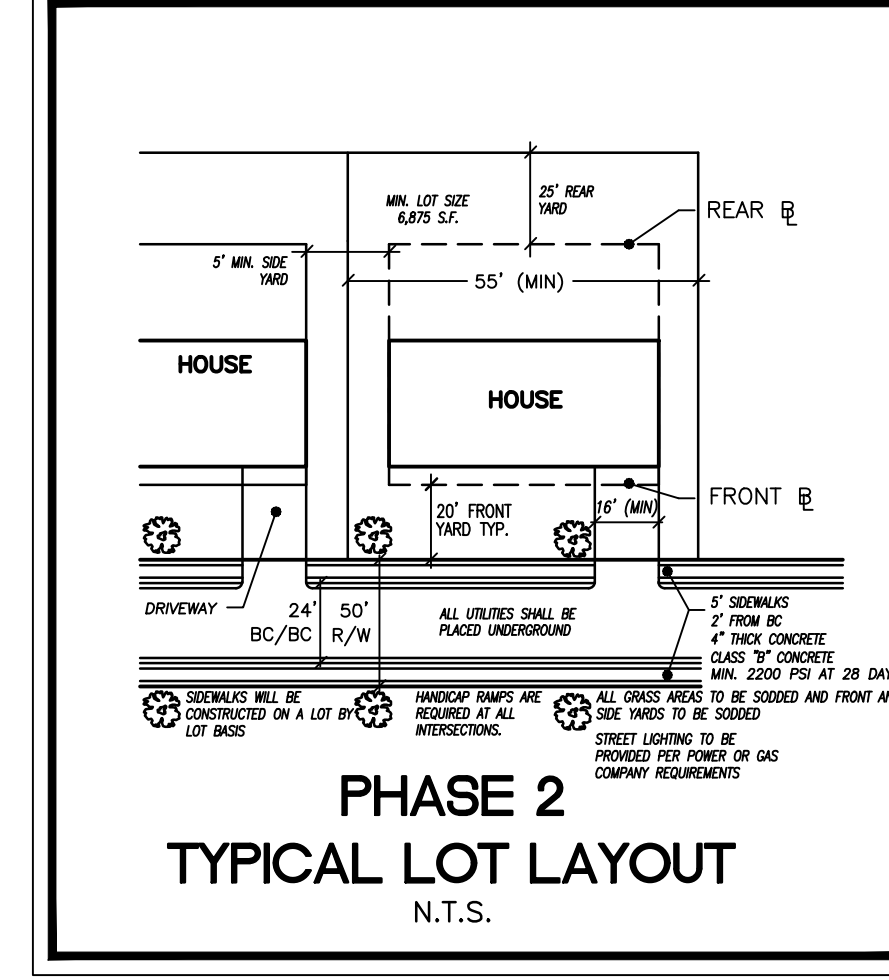
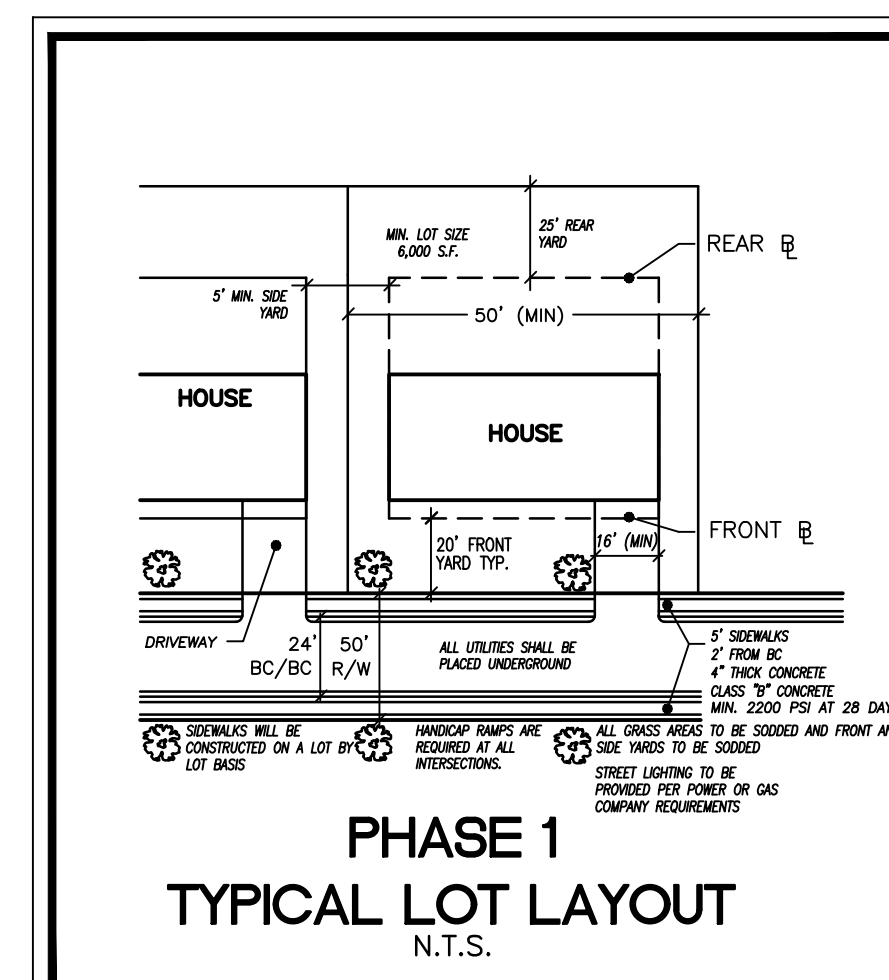
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R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



VICINITY MAP - N.T.S.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

**STARK LAND
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3719 WINDER HWY.
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GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

**CONCEPTUAL
LAND
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116 AND 117
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District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE		REVISION	
02/09/2021		Address Conceptual Land Plan Comments	
03/29/2021		Revised Phase 2 Access as requested by Client	
No.			
1.			
2.			
3.			
4.			
5.			

1 of 1

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 625

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 9.8+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5558 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002008A AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 9.8. +/- acre tract of land identified as tax parcel 08117 002008A; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

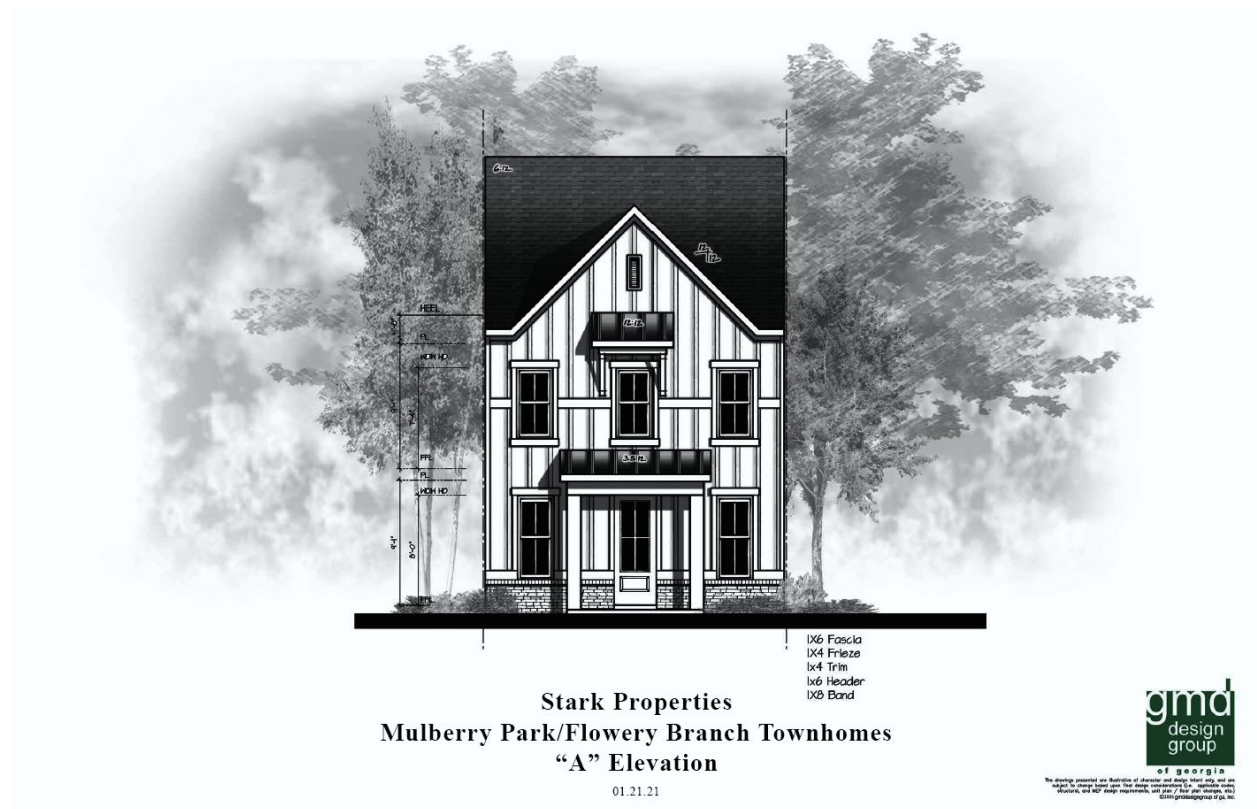
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

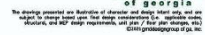
1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:





01.21.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX6 Band







Stark Properties
Mulberry Park/Flowery Branch Townhomes
"B" Elevation

01.22.21

1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band



of georgia
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01.22.21



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structure, and MEP design requirements, wall plan / floor plan changes, etc.)
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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 626

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 28.54+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002016D AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 28.54. +/- acre tract of land identified as tax parcel 08117 002016D; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

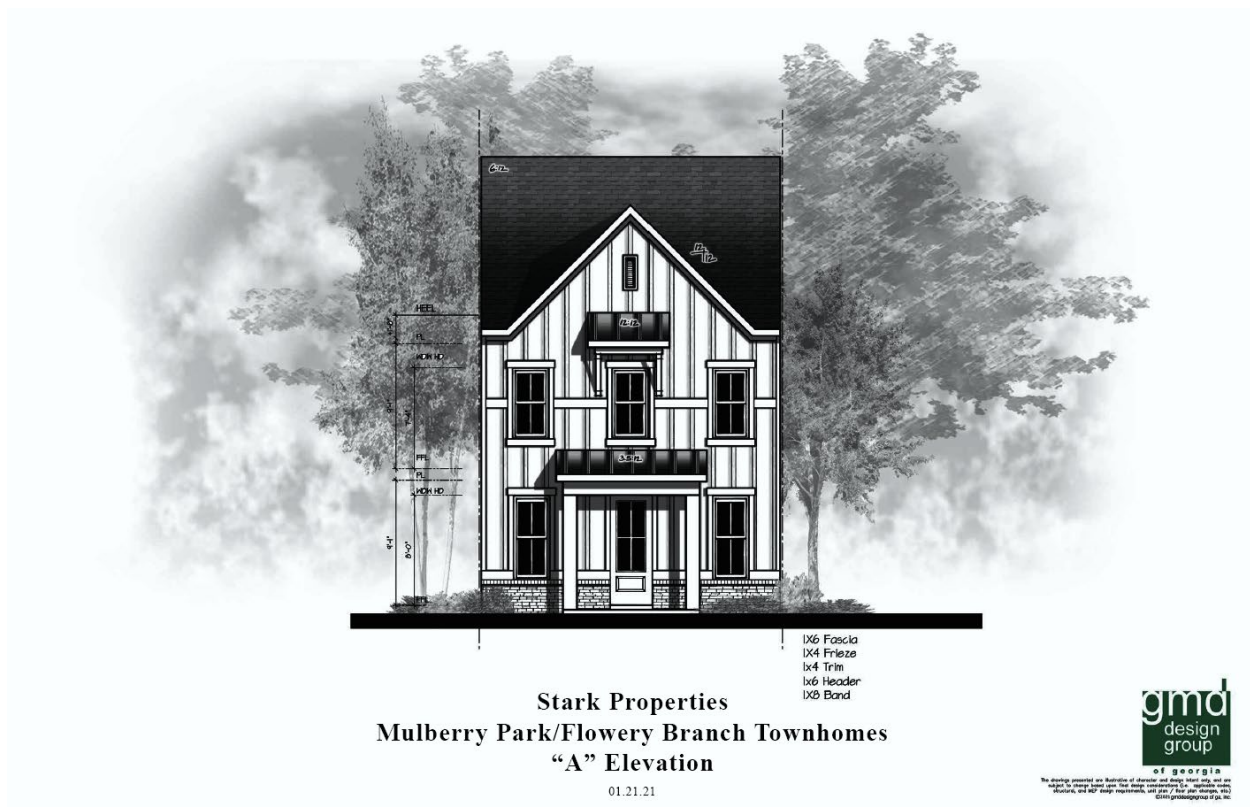
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:





Stark Properties
Mulberry Park/Flowery Branch Townhomes
"B" Elevation

01.22.21

1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band



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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 627

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 7.63+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5675 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002016B AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 7.63+/- acre tract of land identified as tax parcel 08117 002016B; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

01/13/2021
03/04/2021

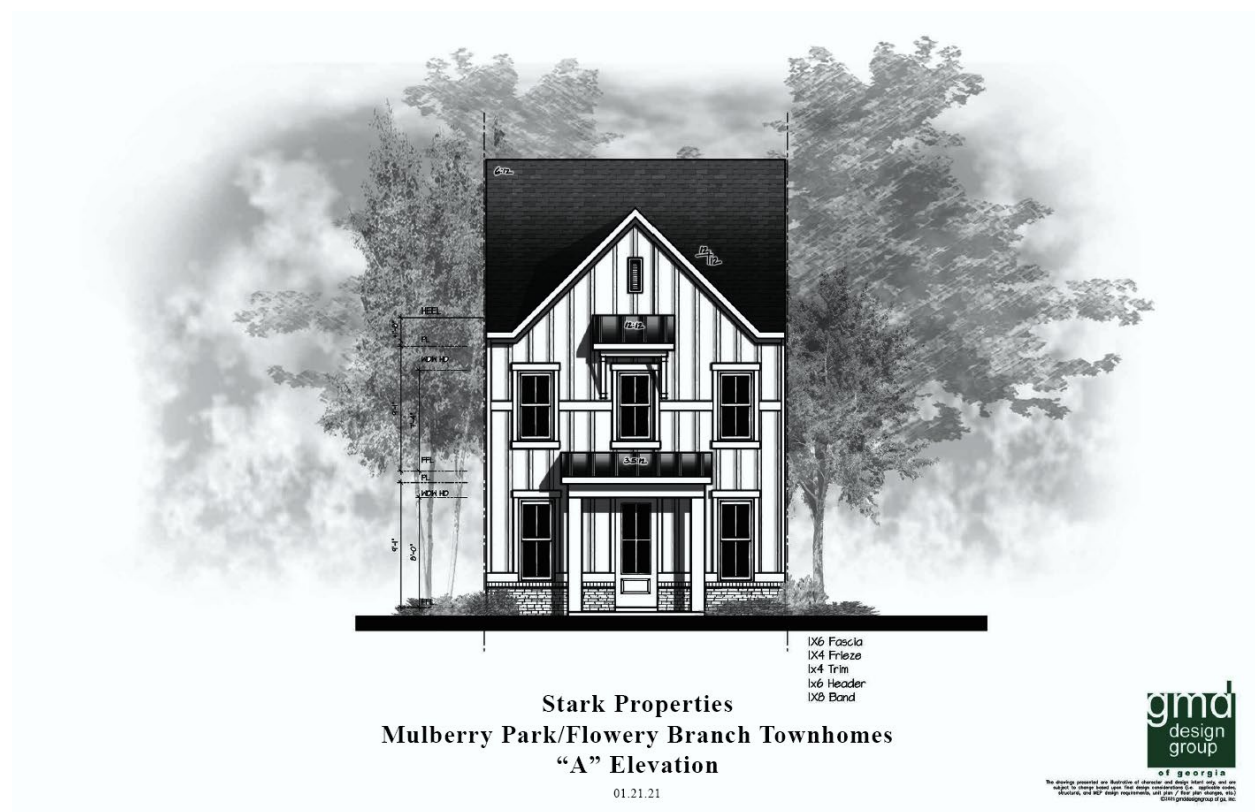
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

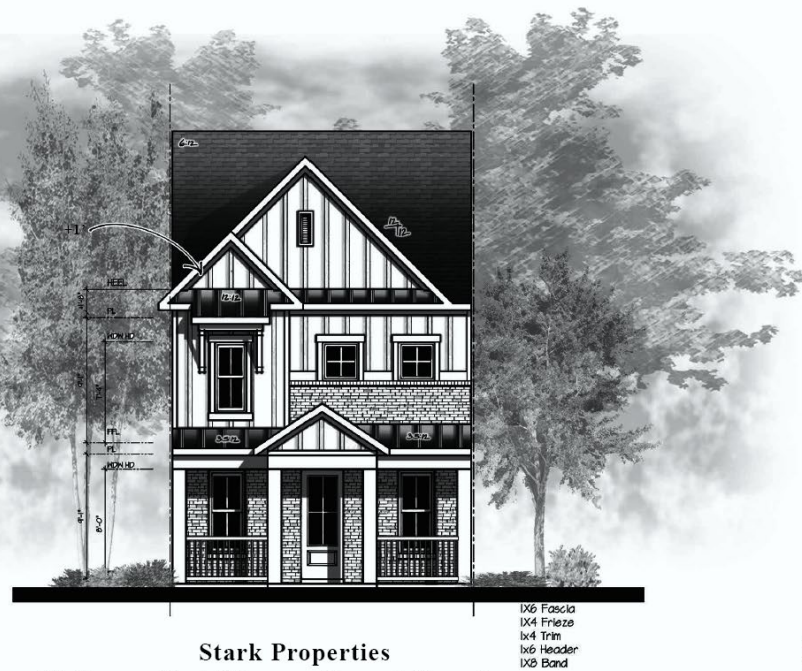


Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.21.21



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Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

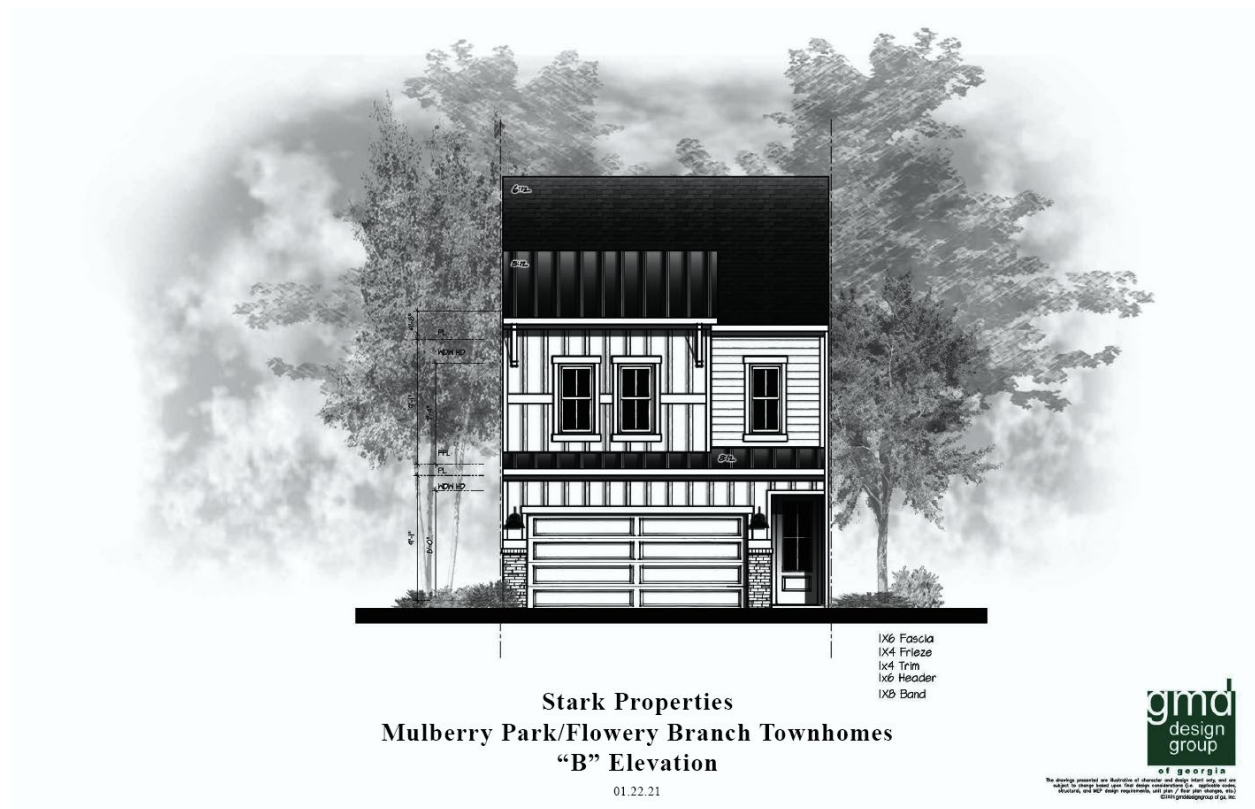


Public Hearing Published
Public Hearing

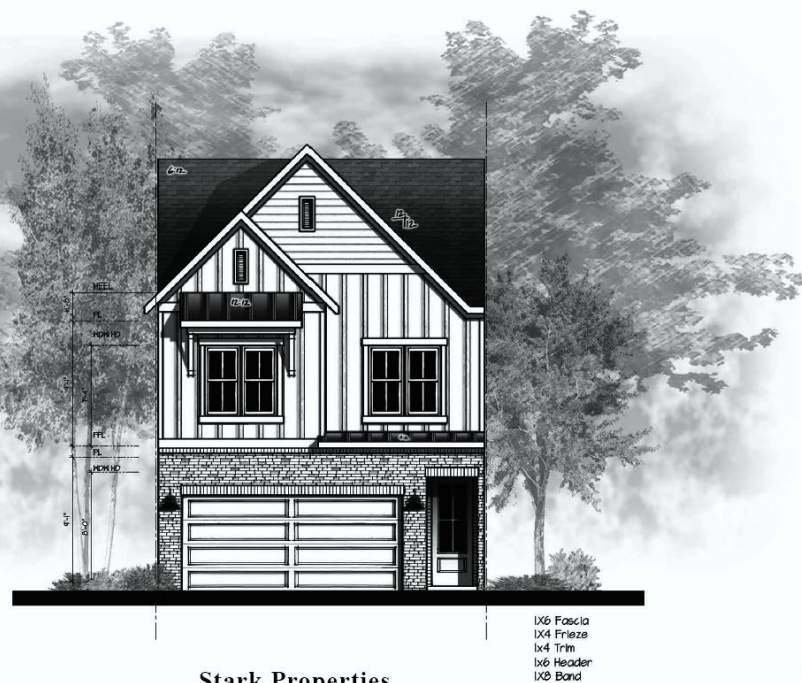
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, soil plan / floor plan changes, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Bowen & Bowen
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the MILLER "B"



ORDINANCE 628

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 2.52 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002061 AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 2.52+/- acre tract of land identified as tax parcel 08117 002016; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

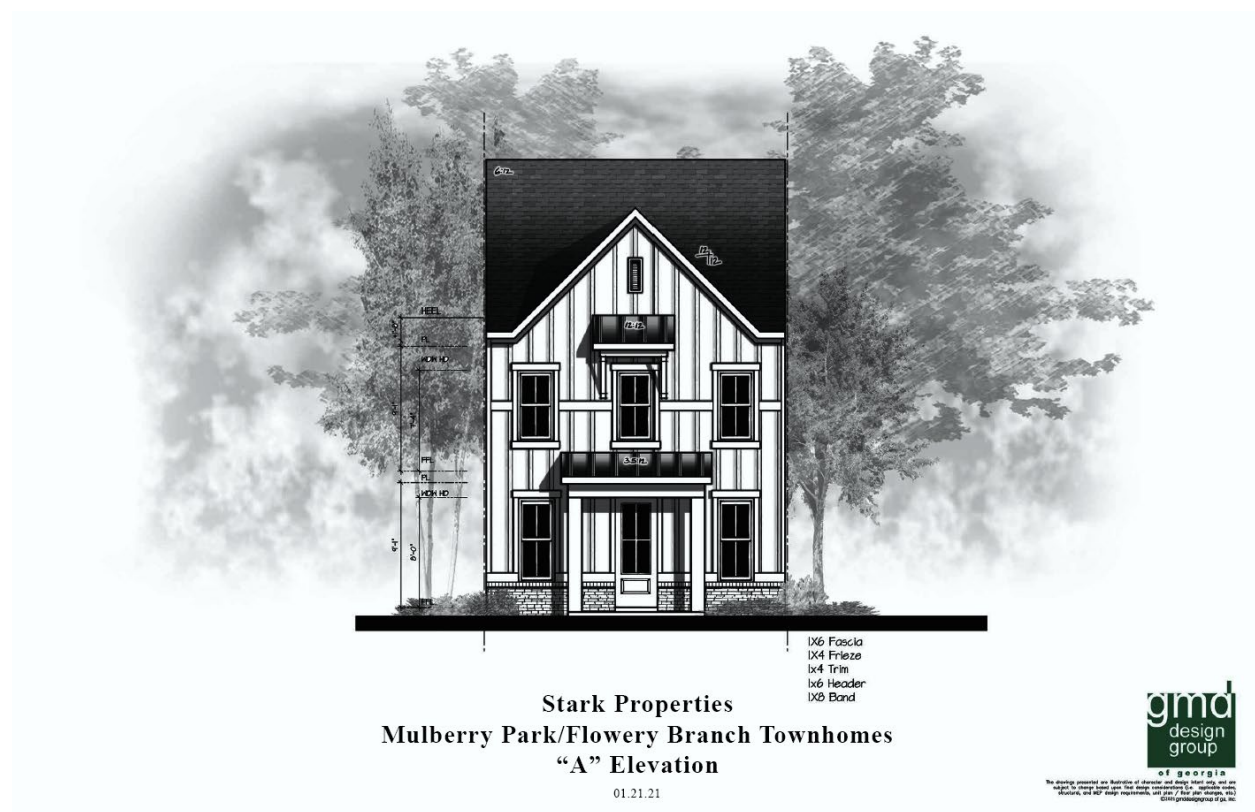
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.21.21

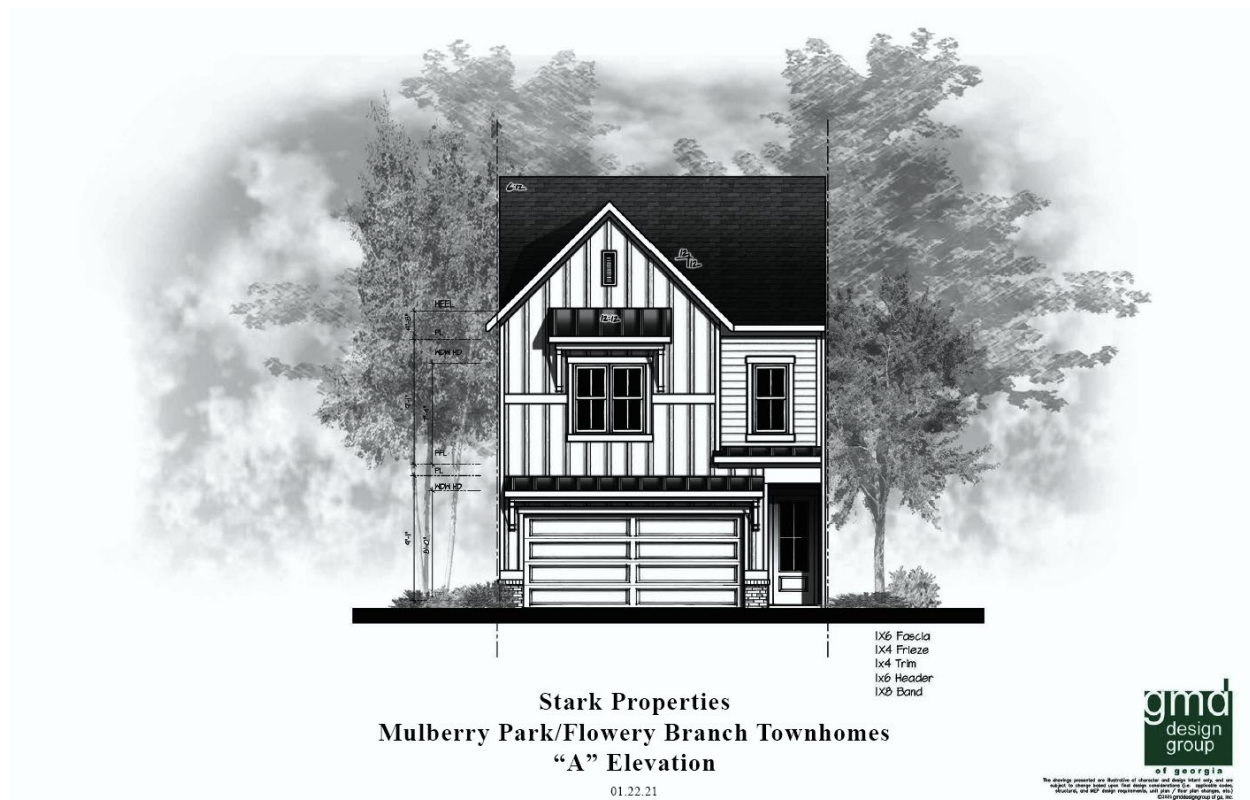


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01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

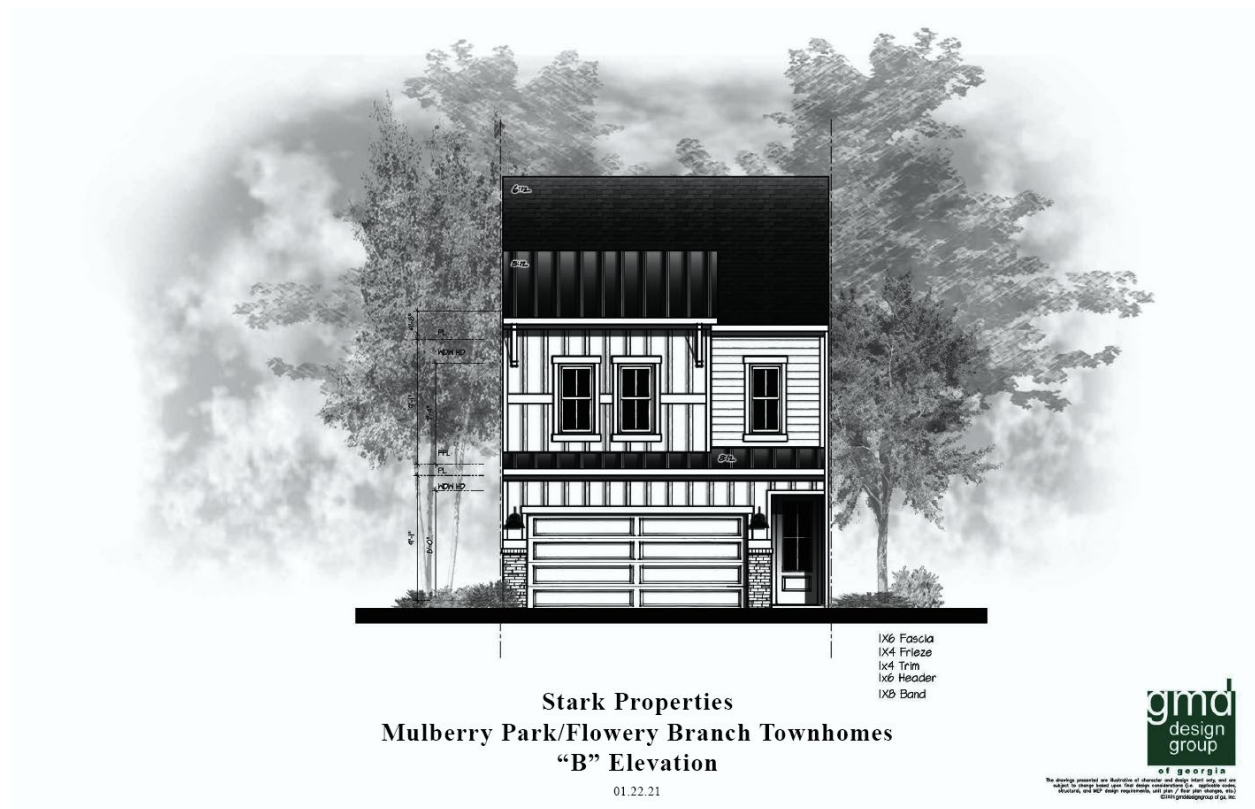


Public Hearing Published
Public Hearing

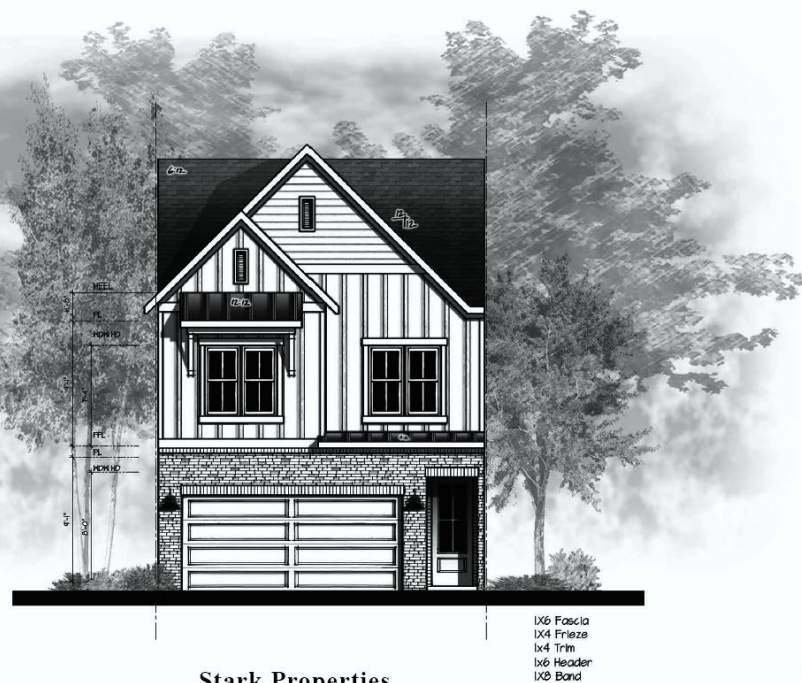
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, wall plan / floor plan changes, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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ORDINANCE 629

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 38.84 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5692 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002001 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 38.84+/- acre tract of land identified as tax parcel 08117 002001; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit "A"

Exhibit "B"

Exhibit "C"

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

ORDINANCE 630

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 33.15 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 000006 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 33.15+/- acre tract of land identified as tax parcel 08117 00006; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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Exhibit “B”

Exhibit “C”

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3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Request Award of Contract for City-Wide Sign Project

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

- See attachment, "FB City-Wide Sign Package CDs 11-9-2020".

FACTS AND ISSUES:

- Wednesday, March 24, 2021, the city opened all bids.
- Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
- There were a total of 9 bidders ranging in price from \$94,625.00 to \$249,679.79
- CPL recommends going with the lowest bidder, Signs, Etc. for \$94,625.00
- CPL has reviewed Signs, Etc. bid documents, spoke with references, and discussed the bid with them.
- Summary of all bids submitted as follows:

Signs, Etc. \$94,625.00

Rite Light Signs, Inc. \$126,467.00

Custom Sign Factory \$132,703.06

Image Manufacturing Group \$148,533.71

Graphic House National Sign Firm \$176,895.00

Knight Sign Industries, Inc. \$181,022.00

Pinnacle Custom Signs \$209,695.50

Capital Signs and Awnings \$226,780.00

Signal Signs \$249,679.79

OPTIONS:

- (1) Approve the award of contract to the lowest bidder, Signs, Etc. for \$94,625.00, or (2) award to another bidder, or (3) re-bid the project.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST VII \$45,077.50 budget remaining, LRF \$72,577.50 budget remaining = \$117,655.00 total funding available

RECOMMENDATION:

Request award of contract for the City-wide Signs Project to Signs. Etc. for \$94,625.00

SAMPLE MOTION:

I motion for the City Council to approve the award of contract for the City-wide Signs Project to Signs, Etc. for \$94,625.00 and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Signs Project Award of Contract 4-15-2021.pdf](#)
- [Contract Award Recommendation - Signs Etc.pdf](#)
- [FB City-Wide Sign Package CDs 11-9-2020.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract Award for City-wide Signs Project to Signs, Etc.

DATE: 4/9/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: 4/15/2021

PURPOSE: Request award of contract for the City-wide Signs Project to Signs. Etc. for \$94,625.00

HISTORY:

- See attachment, "FB City-Wide Sign Package CDs 11-9-2020".
-
-

FACTS AND ISSUES:

- Wednesday, March 24, 2021, the city opened all bids.
 - Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
 - There were a total of 9 bidders ranging in price from \$94,625.00 to \$249,679.79
 - CPL recommends going with the lowest bidder, Signs, Etc. for \$94,625.00
 - CPL has reviewed Signs, Etc. bid documents, spoke with references, and discussed the bid with them.
 - Summary of all bids submitted as follows:
-
-

<u>No.</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Signs Etc.	\$ 94,625.00
2	Rite Light Signs, Inc.	\$ 126,467.00
3	Custom Sign Factory	\$ 132,703.06
4	Image Manufacturing Group	\$ 148,533.71
5	Graphic House National Sign Firm	\$ 176,895.00
6	Knight Sign Industries, Inc.	\$ 181,022.00
7	Pinnacle Custom Signs	\$ 209,695.50
8	Capital Signs and Awnings	\$ 226,780.00
9	Signal Signs	\$ 249,679.79

OPTIONS: (1) Approve the award of contract to the lowest bidder, Signs, Etc. for \$94,625.00, or (2) award to another bidder, or (3) re-bid the project.

RECOMMENDED SAMPLE MOTION:

I motion for the City Council to approve the award of contract for the City-wide Signs Project to Signs, Etc. for \$94,625.00 and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

March 31, 2021

Mr. Bill Andrew, City Manager
City of Flowery Branch
PO Box 757
5410 Pine Street
Flowery Branch, GA. 30542

VIA EMAIL

RE: Flowery Branch City-wide Sign Project
Contract Award Recommendation

Dear Mr. Andrew:

On Wednesday, March 24, 2021, the city opened bids for the above referenced project. The city received the following bids:

<u>No.</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Signs Etc.	\$ 94,625.00
2	Rite Light Signs, Inc.	\$ 126,467.00
3	Custom Sign Factory	\$ 132,703.06
4	Image Manufacturing Group	\$ 148,533.71
5	Graphic House National Sign Firm	\$ 176,895.00
6	Knight Sign Industries, Inc.	\$ 181,022.00
7	Pinnacle Custom Signs	\$ 209,695.50
8	Capital Signs and Awnings	\$ 226,780.00
9	Signal Signs	\$ 249,679.79

Signs Etc. was the apparent low bidder, and CPL has reviewed their bid documents, spoke to references, and discussed the bid with them. Upon completion of this process, we have determined that they are a responsive and responsible bidder.

Accordingly, we recommend awarding the city-wide sign contract to Signs, Etc. in the amount of \$94,625.00. Please call us with any questions.

Sincerely,

CPL ARCHITECTURE, ENGINEERING & PLANNING

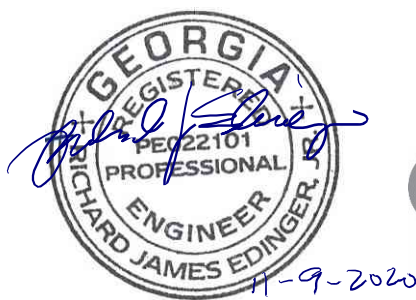


Rich Edinger, P.E.
Vice President

cc: Alisha Gamble, Finance Director
Vicki Short, City Clerk
file

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

PROJECT MANUAL
for
City-Wide Sign Project
Flowery Branch, Georgia



PREPARED BY:



3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024
(770) 831-9000

CPL PROJECT NUMBER: 15832.00
August 25, 2020

CITY OF FLOWERY BRANCH
CPL 15832.00 PROJECT DIRECTORY

CITY-WIDE SIGNAGE PROJECT
SECTION 00 001-1

OWNER **CITY OF FLOWERY BRANCH** (470) 798-0521
5410 Pine Street
Flowery Branch, GA 30542

Rich Atkinson – City Planner

PRIMARY CONSULTANT:

ENGINEER **CLARK PATTERSON LEE** (770) 831-9000
3011 Sutton Gate Drive, Suite 130 FAX: (770) 831-9243
Suwanee, Georgia 30024

Rich Edinger, P.E. – Vice President
Larry Genn, P.E. – Principal Associate

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

Section Title

00 001	Project Directory
00 002	Table of Contents
00 010	Invitation to Bid
00 100	Instructions to Bidders
00 300	Bid Form
00 701	General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

Section Title

01 010	Summary of Work
01 100	Special Project Procedures
01 400	Quality Control
01 500	Construction Facilities and Temporary Controls
01 630	Product Options and Substitutions
01 740	Contractor Warranty Form
01 741	Subcontractor Warranty Form

DIVISION 2 - SITE WORK

Section Title

02 221	Demolition and Abandonment
02 230	Site Clearing
02 300	Earthwork
02 540	Erosion, Sediment And Pollution Control
02 630	Storm Drainage
02 930	Lawns and Grasses
02 933	Temporary Seeding
02 975	Cleanup and Finish

DIVISION 3 - CONCRETE

Section Title

03 200	Concrete Reinforcement
03 300	Cast-in-Place Concrete

DIVISION 4 – NOT USED

DIVISION 5 – NOT USED

DIVISION 6 – NOT USED

DIVISION 7 – NOT USED

DIVISION 8 – NOT USED

DIVISION 9 – NOT USED

DIVISION 10 – NOT USED

DIVISION 11 – NOT USED

DIVISION 12 – NOT USED

DIVISION 13 – NOT USED

DIVISION 14 – NOT USED

DIVISION 15 – NOT USED

DIVISION 16 – NOT USED

END OF SECTION 00 002

CITY-WIDE SIGNAGE PROJECT
BID NUMBER: FB2020-002, FLOWERY BRANCH, GEORGIA

The City of Flowery Branch is soliciting competitive sealed bids from qualified contractors for construction of a City-wide sign structures.

Sealed bids will be received by the City of Flowery Branch, 5410 Pine Street P.O. Box 757 Flowery Branch, Georgia 30542, addressed to the attention of Vicki Short, City Clerk, until 2:00 p.m. local time on Wednesday, March 24, 2021. Any bid received after 2:00 p.m. will not be accepted. Bids will be publicly opened by the city. The bid envelope must be marked on the outside with Bid Number, name of Bidder, and the Bid Date.

NO PRE-BID MEETING will be held. Questions about the project will need to be submitted by 5:00pm on March 10, 2021 to Rich Edinger at redinger@cplteam.com.

Work required under this Contract includes furnishing materials, labor, equipment, etc. for the construction of sign structures at various locations.

Bid Packages, consisting of construction drawings and specifications, are available by contacting:

Kate Langman
Clark Patterson Lee
3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024
Email: klangman@clarkpatterson.com
PH: 1-800-274-9000

Bids shall be entered on a **LUMP SUM** basis and as described in the project manual.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Flowery Branch in the amount of five percent (5%) of the total amount bid. The successful bidder will be required to furnish a contract performance bond and payment bond in the amount of one hundred percent (100%) of the total amount bid and provide insurance coverage as required by the contract documents. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class V or higher.

The Owner will award the Contract to the lowest "qualified" bidder, subject with the Owner's right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interests.

SECTION I
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS:

- 1.1 The terms used in Instructions to Bidders and defined in General Conditions (Section G) shall have meanings assigned to them in General Conditions.
- 1.2 The term “Successful Bidder” means the Bidder to whom the Owner awards or expects to award the contract.

2. COPIES OF BID DOCUMENTS:

- 2.1 Bid Document Package may be available in advance to contractors and other interested parties at the cost and location stipulated in the INVITATION TO BID.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids. The Owner assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.
- 2.3 The Owner, in making Bid Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- 2.4 Any part of the Bid Documents may be modified by Addenda.

Where forms are provided, **THEY MUST BE USED WITHOUT SUBSTITUTION!** Use of forms other than those provided by the City shall constitute a non-responsive Bid and shall be rejected.

NOTE: Bidder must submit one original and one copy of Bid Documents to include: Bid Form; Instructions to Bidders; Bidder’s Affidavit; Non-Collusion Affidavit; and Bid Bond.

3. QUALIFICATIONS OF BIDDERS:

- 3.1 The City may make any investigations deemed necessary to determine Bidder’s ability to perform the Work, and Bidder shall furnish all information and data requested by the City. The City reserves right to reject any bid from any Bidder that the City considers not properly qualified to carry out Contract obligations or able to satisfactorily complete the Work on schedule.
- 3.2 If Bidder does not have offices in the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

4. EXAMINATION OF BID DOCUMENTS AND SITE:

- 4.1 Before submitting Bid, each Bidder shall: (a) examine the Bid Document Package thoroughly; (b) visit the site to become familiar with local conditions affecting cost or Work progress or performance; (c) become familiar with federal, state, and local laws, ordinances, rules, and regulations affecting cost or Work progress or performance; (d) study and carefully correlate Bidder's observations with the Bid Document Package; and, (e) notify The Engineer concerning conflicts, errors, or discrepancies in Bid Document Package.
- 4.2 On request, The Engineer may provide each Bidder access to the site to conduct investigations and tests that Bidder deems necessary in order to submit Bid subject to easement acquisitions and existing conditions.
- 4.3 Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this Article 4, and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

5. ADDENDA AND INTERPRETATIONS:

- 5.1 Questions concerning meaning or intent of Bid Document Package shall be directed in writing to Larry Genn at lgenn@clarkpatterson.com. Replies will be issued by Addenda mail or delivered to parties recorded by the Department as having received Bid Document Package. Questions received less than seven (7) business days prior to date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may be issued to modify Bid Document Package as deemed necessary by the City.

6. BID SECURITY:

- 6.1 Each bid shall be accompanied by Bid Security made payable to Owner in the amount equal to five percent (5%) of the Bidder's maximum Bid Price. Bid Security shall be cashier's check or Bid Bond issued by Surety meeting requirements contained in paragraph 23 below. **Bid bond must be on City provided form found in bid package.** Failure to use City forms may constitute a non-responsive bid and may be rejected.
- 6.2 Bid Security for Successful Bidder will be retained until Bidder has executed Agreement and furnished required payment and performance bonds. If Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver Agreement and furnish required Payment and Performance Bonds within fifteen (15) calendar days after Notice of Award, Owner may annul Notice of Award and Bidder's Bid Security will be forfeited.

Bid Security, for any Bidder that the City believes to have reasonable chance to receive award, may be retained by Owner until the ninety-first (91st) day after Bid opening. If Notice of Award is issued within ninety (90) calendar days after

Bid opening, Bid Security for Bidder receiving Notice of Award may be retained by Owner up to ninety (90) calendar days after Notice of Award.

- 6.3 Bid Bond shall be issued by company having a registered agent in State of Georgia and shall comply with the additional requirements of paragraph 23 below.

7. CONTRACT TIME:

The Work shall be completed within sixty (60) consecutive calendar days.

8. EXAMINATION OF BID PLANS AND SPECIFICATIONS:

Bidders are advised to carefully examine the Bid Plans and Specifications for the proposed Work. The Bid Plans indicate the surface and underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Bid Plans and the location of the Work, verify all information with authorities concerned, and judge for themselves all the circumstances affecting the cost of the Work and the time required for its completion, and shall assume all patent and latent risks in connection therewith.

9. BID BOND FORFEITURE:

The Successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) calendar days after receipt of Notice of Award, shall forfeit to the Owner, as penalty for such failure or refusal, the security deposited with Bid.

Provisions for penalty are set forth in the Advertisement for Bid, Bid Documents, and Specifications (including General Conditions).

10. SUBSTITUTE OR "OR EQUAL" TERMS:

- 10.1 The Contract, if awarded, will be based on material and equipment described in Plans or specified in Specifications without consideration for possible substitute or "or equal" items. Where indicated in Plans or specified in Specifications, substitute or "or equal" material or equipment may be furnished or used by Contractor, **if acceptable to the Engineer**. Application for substitute or "or equal" items will be considered by the Owner until seven (7) calendar days **prior** to date for opening Bids.

Procedure for submitting application and consideration by the Engineer is set forth in General Conditions and may be supplemented in Paragraphs 11.2 and 11.3 following.

- 10.2 Materials or equipment specified or described in Bid Document Package by proprietary name or by naming a particular supplier are intended to establish type, function, and quality required. Unless name is followed by words indicating no substitution is permitted, materials or equipment from other suppliers may be accepted by the Engineer **if sufficient information is**

submitted by Bidder to allow the Engineer to determine material or equipment proposed is equivalent or equal to named material or equipment. Bidders shall make written application to the Engineer for proposed substitute material or equipment and shall certify that the proposed substitute material or equipment will perform adequate functions and achieve results called for by general design, be similar and equal substance to item specified, and be suited to same use as specified material or equipment. Application shall state that the Engineer's acceptance of proposed substitute will not prejudice Contractor's achieving Substantial Completion on time, will or will not require changes to Contract Documents to adapt design to proposed substitute, and will or will not require payment for license fee or royalty. Bidder shall indicate acceptance of responsibility for all costs of redesign, which will be required through approval of Bidder's application.

Variations for proposed substitute from item specified will be identified in application and available maintenance, repair, and replacement service will be indicated.

- 10.3 Bidders may propose substitute construction means, methods, sequences, techniques, or procedures for specific construction means, methods, techniques, sequences, or procedures indicated in or required by Bid Document Package. Bidders shall submit sufficient information to allow the Engineer to determine substitute proposed is equivalent to means, method, sequence, technique, or procedure indicated or required by Bid Document Package. Procedure for review by the Engineer will be similar to method provided in Paragraph 11.2 above.
- 10.4 The Engineer will be allowed reasonable time to evaluate each proposed substitute. No application for substitute will be considered later than seven (7) calendar days prior to bid opening date. The Engineer will be sole judge concerning proposed substitute acceptability.

11. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- 11.1 Each Bid shall identify names and addresses for subcontractors, suppliers, and other persons and organizations furnishing material and equipment, or Bid will be considered non-responsive. The Bidder is cautioned that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must meet the same conditions of experience, competent personnel and workman's compensation insurance as the Bidder.

If requested by the Engineer, the Successful Bidder and any other Bidder shall, within seven (7) calendar days after request, submit to the Engineer experience statement with pertinent information for similar projects and other qualifications for each subcontractor, supplier, person, and organization. If the Engineer, after due investigation has reasonable objection to any proposed subcontractor, supplier, person, or organization, the Engineer may, before giving Notice of Award, request Successful Bidder to submit acceptable substitute without increase in Contract Price or Contract Time. If Successful Bidder declines to make substitution, the Engineer may elect not to award contract to Bidder. Bidder's declining to make substitution will not constitute grounds for sacrificing Bid Security.

- 11.2 Procedures for approving Subcontractors after executing Agreement are described in the General Conditions. No subcontractors may be employed without the specific written authorization of the Engineer.
- 11.3 No Contractor will be required to employ subcontractor, supplier, person, or organization against whom Contractor has reasonable objection.

12. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Specifications (including General Conditions) which deal with the following:

- a. Insurance Requirements

13. BID FORM:

- 13.1 Bid Form is included in the Bid Document package purchased by the Bidders.
- 13.2 Bid Forms shall be completed and submitted in duplicate.
- 13.3 Bids by corporations shall be executed in corporate name by president or vice-president (or other corporate officer accompanied by evidence indicating officer has authority to sign) and corporate seal shall be affixed and attested by secretary or assistant secretary. Corporate address and state of incorporation shall be shown below signature. If Bid is executed by someone other than president or vice-president, attach to Bid certified corporate resolution by board of directors authorizing person to execute Bid for Corporation.
- 13.4 Bids by partnerships shall be executed in partnership name and signed by partner, whose title shall appear under signature and official partnership address shall be shown below signature.
- 13.5 If requested, person signing Bid for corporation or partnership shall produce evidence satisfactory to Owner indicating person's authority to bind corporation or partnership.
- 13.6 Names shall be typed or printed below signature.
- 13.7 Bid shall contain acknowledgement Bidder has received Addenda (Addenda numbers shall be filled in on Bid Form).
- 13.8 Address and telephone number for communications regarding Bid shall be shown.
- 13.9 Bidder must furnish, in his Bid (if not furnished with Pre-Qualification Package), summary information relative to the facilities, ability, and financial resources available for the fulfillment of the Contract.

14. QUANTITIES OF WORK:

The quantities of Work shown on the drawings are approximate and are assumed solely for comparison of the proposals. They are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, and any departure, therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; nor will any additional payments other than that bid, be made regardless of the actual quantities required or ordered to complete the Work.

15. SUBMISSION OF BIDS:

- 15.1 Bids shall be submitted before time and at place indicated in Advertisement for Bid and shall be submitted in sealed envelope with the following notation on the face:

BID NUMBER _____
GAINESVILLE STREET DRAINAGE PROJECTS
NAME OF BIDDER: _____
DATE DUE DATE: _____

If Bid is sent through mail or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

- 15.2 Each Bid shall contain following documents in completed form (City forms must be used without substitution):

1. Bid Form
2. Bidder's Affidavit
3. Non-Collusion Affidavit
4. Bid Security (Surety Bond on City provided Form or Certified or Cashier's Check)
5. Power of Attorney (Surety Bonds only)
6. Corporate authority to execute Bid (required for any corporate officer other than president or vice-president)

- 15.3 More than one Bid received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one Bid for same work will cause Owner to reject all Bids from Bidder. If Owner believes collusion exists among Bidders, Bids from participants in collusion will not be considered.

- 15.4 Conditions, limitations, or provisions attached by the Bidder to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bid will be considered irregular.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 Withdrawal Prior to Time for Receiving Bids: Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior

to deadline for submitting Bids. Bid Withdrawal will not prejudice Bidder's rights to submit new Bid prior to Bid Date and Time.

- 16.2 Withdrawal After Time for Receiving Bids: After period for receiving Bids has expired, no Bid may be withdrawn, modified, or explained except as provided for in paragraph 18 below.

17. OPENING OF BIDS:

Bids will be opened publicly at the time and place set forth in the INVITATION TO BID and read aloud. Abstract listing amount for Base Bids and major alternates will be made available after Bid opening.

- 17.1 After Bid opening, Bidder has up to twenty-four (24) hours to notify the City that Bidder made an obvious error in Bid calculation. Bid Bond withdrawal for this reason shall be requested in writing within this same twenty-four (24) hour period. Said written request shall be accompanied by sufficient documentation to demonstrate the origin and composition of the "obvious error." Bid Bond may not be withdrawn for any other reason.

18. BIDS TO REMAIN OPEN:

Bids shall remain open for acceptance by Owner for ninety (90) calendar days after Bid opening. Owner may, at its sole discretion, release any Bid prior to that date.

19. AWARD OF CONTRACT:

- 19.1 To extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. Discrepancies between words and figures will be resolved in favor of correct sum. Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by the purchasing authority after verification is made by the bidder. However, under no circumstances can unit prices be changed.
- 19.2 Contract will be awarded by Owner pursuant to applicable law. Nothing contained herein shall place duty upon Owner to reject bids or award contract based upon anything other than Owner's sole discretion as described herein.
- 19.3 The Department may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
- 19.4 The Department may conduct investigations deemed necessary to assist in evaluating Bids and to establish responsibility, qualifications, and financial ability for Bidders, proposed Subcontractors, persons, and organizations to do

Work. Owner reserves right to reject Bid from any Bidder not passing evaluation to Owner's satisfaction.

- 19.5 One contract for Work will be awarded, if award is made, based upon Base Bid to lowest responsible, responsive Bidder. Alternate Bids will not be considered as basis for award unless specifically stated on the Bid Form. Successful Bidder will be required to perform Work as Prime Contractor. Work performed by Contractor shall be 50% minimum. No Contract assignment or subcontracting will be allowed without written permission from the Engineer.
- 19.6 The Successful Bidder will be required to furnish a Performance and Payment Bond, Each in a sum not less than one hundred percent (100%) of the amount of the Contract. The Bonds shall be that of an approved surety meeting the requirements as noted in paragraphs 6 and 24 herein.
- 19.7 If at any time after the execution and approval of the Contract and of the Surety Bonds as required in the Bid Advertisement, the Owner shall deem any of the Sureties upon such Bonds to be unsatisfactory, or such Bonds to be inadequate security for the Owner, the Contractor shall, within five (5) calendar days after notice from Owner to do so, furnish new or additional Contract Bonds, in form and sum, and signed by such Sureties who all shall be satisfactory to the Owner. No further payment will be deemed due nor will any further payment be made to the Contractor unless such new or additional Bonds are furnished and approved. The premium on such Bonds shall be paid by the Contractor.

Failure of the Contractor to submit approved Performance and Payment Bonds within the required five (5) calendar days shall, at the discretion of the Owner, constitute a forfeiture of the Bid Bond.

20. SUBMITTALS BY SUCCESSFUL BIDDER:

- 20.1 Owner intends to award contract to Bidder competent to perform and complete Work in satisfactory manner. Owner will require Successful Bidder to submit, within seven (7) calendar days after receiving written request from the Engineer and prior to contract award, Preliminary Progress Schedule and Schedule of Values, as set forth below.
- 20.2 Preliminary Progress Schedule shall be submitted in triplicate and include time-scaled schedule and narrative in accordance with appropriate formats established in the Engineers' written request for schedules. Activities in schedule shall show order Successful Bidder proposes to perform Work within constraints and sequencing conditions set forth in Specification (including General Conditions) and shall indicate starting and completion dates for key milestones and Work pertaining to each Specifications division within each major structure or geographical area on site. Activities shall identify significant submittals and approvals, major equipment deliveries, equipment testing, Owner's responsibilities, affected utilities, and other similarly involved third parties.
- 20.3 Schedule of Values shall include Bid itemization by major structures or Work areas.

- 20.4 Successful Bidder and surety, if any, agree any delays within Bidder's control in delivering submittals shall constitute request by Bidder for time extension and Bid shall remain open for Owner's acceptance. If Owner agrees to time extension, Bidder shall comply with Submittal Requirement within five (5) additional calendar days. At Owner's option, failure by Successful Bidder to deliver submittals within extended period will void Bid evaluation and will constitute proof Successful Bidder has abandoned Bid, Bid Security may be declared forfeited to Owner as liquidated damages, and Work may be awarded to Another Bidder.

21. BUSINESS LICENSE:

Successful Bidder's submittals shall include a copy of Bidder's business license.

22. TAXES:

Contractor shall pay applicable sales, consumer, use, and other similar taxes required by law. Contractor is responsible for reviewing pertinent state statutes involving sales tax and complying with requirements.

The Contract prices for articles, materials, or equipment names herein are subject to increase by the amount of any additional tax or taxes affecting the articles, materials or equipment involved in the Contract imposed by or under the authority of the Federal or State Government and passed or taking effect after the receipt of Bids, and shall continue in effect during such time as such tax or taxes are lawfully collectible; provided, however, that in the event of such increase in cost, the claim shall be presented within thirty (30) days and supported by evidence of such additional tax, satisfactory to the City Attorney.

23. QUALIFICATIONS OF SURETY COMPANIES:

In order to be acceptable to Owner, surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment bonds as required in Bid Advertisement shall meet and comply with following minimum standards:

- 23.1 Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class VI or higher.
- 23.2 All bonds must be submitted on forms provided by the City and agencies providing bonds and insurance must provide proof that they meet the criteria outlined in the bid and contract documents.
- 23.3 Surety shall be admitted to do business in State of Georgia and shall be registered to provide such surety the State of Georgia Insurance Commissioner.
- 23.4 Attorneys-in-fact who sign bid bonds or performance/payment Bonds shall file with bond certified power of attorney to sign bond.

- 23.5 Surety company agents shall list name, address, and telephone number on bonds.
- 23.6 Performance and payment Bonds shall extend twelve (12) months beyond date of final payment and shall contain waiver for alteration to Contract terms, time extensions, or forbearance on Owner's part.

24. EXECUTION OF WRITTEN CONTRACT

Successful Bidder will be required to sign written contract identified in bid package as Agreement. Unsigned Agreement will be submitted to Successful Bidder either prior to or along with the Notice of Award. The Contractor shall sign and deliver the fully executed Agreements to Owner with all required bonds within ten (10) calendar days following receipt of Agreement forms, (unless otherwise stipulated by the Owner).

25. AREA OFFICE:

If required by the Engineer, the Contractor will be required to establish an office and an equipment and spare parts storage yard within Gwinnett County to conduct this work and must arrange to cope with any emergency that may arise in connection with the Work on a twenty-four (24) hour per day, seven (7) day per week basis.

26. PROTESTS:

Owner is responsible for resolving protests concerning contract award, claims, disputes, alleged license fees, and other related procurement matters in accordance with sound business judgment and good administrative practice. Following procedures shall be used for this purpose:

- 26.1 Any party with direct financial interest adversely affected by Owner's procurement decision shall file protest under this article or be barred further relief.
- 26.2 Protest shall: (a) be made in writing, oral protests will not be permitted; (b) adequately state basis for protest and relief requested; and (c) be received by Owner within seven (7) calendar days from date basis for protest was, or should have been, known.
- 26.3 Owner may defer protested procurement upon receiving procedurally adequate protests, provided in any even awarding contract, subcontract, or procurement for sub item may be permitted, at Owner's sole discretion, where award will not materially affect resolving protest.
- 26.4 Protest shall be limited to: (a) issues arising from procurement provisions contained in Specifications; and (b) state or local law. No protest may be filed with respect to basic project design.
- 26.5 City Attorney will establish procedures for resolving protests. Owner will rely for protest resolution on decisions issued under Georgia law, as well as decisions issued under Georgia law, as well as decisions issued by other states, Federal courts, U.S. Comptroller General, or other Federal agencies with extensive procurement expertise, if state law is not clearly established.

27. BIDDER'S ACKNOWLEDGEMENT:

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: _____
(President, Vice President or
Corporate Officer)

DATE: _____

PRINTED NAME: _____

TITLE: _____

ATTESTED BY: _____
(Secretary of Corporation)

DATE: _____

PRINTED NAME: _____

TITLE: _____

SEAL

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO: _____

END OF SECTION 00 100

BID FORM

CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

BID NUMBER: _____ BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

PROJECT DESCRIPTION: The project consists of the construction of a replacement drainage system on Gainesville Street in the city of Flowery Branch.

THIS BID IS SUBMITTED TO: City of Flowery Branch, Georgia (hereinafter called Owner) acting through its City Council.

- A. Undersigned Bidder offers and agrees to enter into Agreement with Owner, in accordance with the instructions, requirements and forms included in Bid Document Package (including the Invitation to Bid and Instructions to Bidders Package), and to complete all Work for the Bid Price and within required calendar days, all in accordance with the Bid Document Package.

Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with Owner's time for accepting Bid and disposition of Bid Security.

In submitting this Bid, Bidder makes representations required by Instructions to Bidders and further warrants and represents:

Bidder has examined Bid Document Package, including Invitation for Bids and Instructions to Bidders, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Bidder has examined site and locality where the Work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting Work cost, difficulty, progress, or performance and has made independent investigations as Bidder deems necessary.

- B. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawing depicting physical conditions as identified in General Conditions and accepts determination concerning technical data contained in reports and drawings on which Bidder is entitled to rely.

- C. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "B" above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing Work as Bidder considers necessary for performing or furnishing Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder.
- D. Bidder has reviewed and checked Plans and data shown or indicated on Bid Document Package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by Bidder in order to perform and furnish Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions.
- E. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in Bid Document Package.
- F. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in Bid Document Package and written resolution by Owner is acceptable to Bidder.
- G. This Bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder submits following lump sum/unit prices identified in Bid Form as part of this Bid:

BID NUMBER: _____ BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

BASE BID

_____ Dollars _____ Cents

(Base Bid Includes all work identified
in the contract documents).

\$ _____

Attached prices shall include all labor, materials, balling, shoring, removal, overhead (Direct and Indirect), profit, insurance, bonds, and other costs, to cover all finished Work.

Bidder agrees this Bid shall be good and may not be withdrawn for a period of 90 calendar days after scheduled closing time for receiving bids.

There is enclosed herewith a certified or cashier's check or a Bid Bond to the order of City of Flowery Branch, Georgia, in the sum of \$ _____ Dollars.

Check or Bid Bond shall be equal to, not less than, the amount stipulated in INVITATION TO BID and it is understood and agreed that said check or Bid Bond shall be subject to terms and conditions stipulated in Bid Document Package.

Undersigned Bidder hereby agrees to each and every stipulation in Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, duly agrees to execute and secure the required Contract and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions. The name and business address of Bidder to which all formal Notices shall be sent:

Company: _____

Address: _____

Undersigned Bidder states the names and addresses of persons interested as principals in this Bid are as follows: (Write first name in full):

BID NUMBER: _____

BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

Bidder shall state on line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

Undersigned Bidder states (he/she/they) (is a/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (Give full names and addresses):

Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Flowery Branch or any person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

The undersigned bidder acknowledges the requirements of the Plans and Specifications for this project. It is further understood that quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement of the actual work to be performed under the Contract.

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may

retain from the monies which may become due the amount of five hundred dollars per day for each and every day that the completion of the work may be delayed.

NOTE: See paragraph 13 of "Instruction to Bidders" for requirements in completing signature block below and remainder of this page.

SIGNATURE: _____
(President, Vice President or Corporate Office)

DATE: _____

PRINTED NAME: _____

TITLE: _____

CITY OF FLOWERY BRANCH
CPL 15832.00

BID FORM

CITY-WIDE SIGN PROJECT
SECTION 00 300-5

ATTESTED BY: _____
(Secretary of Corporation must attest)

DATE: _____

PRINTED NAME: _____

TITLE: _____

(Corporate Seal Required if Bidder is a Corporation)

BIDDER'S AFFIDAVIT

BID NUMBER: _____

BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

STATE OF _____)

COUNTY OF _____)

(Name Printed)

being duly sworn, deposes and says that he resides at _____

that he is the

(Title)

(Name of Bidder)

who signed the above Bid Form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2018.

(Notary Public in and for

County

My Commission expires _____.
(SEAL)

FORM OF NON-COLLUSION AFFIDAVIT

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: _____ BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

STATE OF _____)
COUNTY OF _____) SS

(Name Printed)

being duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Flowery Branch, or any person interested in the proposed Contract; and that all statements contained in said Proposal or Bid are true, and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2018.

(Notary Public in and for

County

My Commission expires
(SEAL)

BID BOND

(This Bid Bond is part of the Bid Documents)

BID NUMBER: _____ BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contract)

a _____
(Corporation, Partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Obligee)

5410 Pine Street
Flowery Branch, Georgia 30542
(Address of Obligee)

hereinafter referred to as Obligee, in the penal sum of:

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Page 2

BID NUMBER: _____

BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

WHEREAS, the Principal is about to submit, or has submitted, to the City of Flowery Branch, Georgia, a proposal for furnishing materials, labor, and equipment for: GAINESVILLE STREET DRAINAGE PROJECTS

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by the City of Flowery Branch, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Flowery Branch, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Flowery Branch, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Flowery Branch, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. sea. And 36-86-101, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

Signed, sealed, and dated this _____ day of _____ A.D., _____.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Attorney-in-fact)

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact and Resident Agent)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

AGREEMENT FOR

CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

BID NUMBER: FB2020-002

THIS AGREEMENT, made and executed in Flowery Branch, Georgia, this 18th day of January, 2018, by and between the City of Flowery Branch situated in the State of Georgia, hereinafter called the "City" and _____, an individually owned company with principal offices at _____, hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the prices stipulated in the Bid Form herein contained or hereunto annexed and under the penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense all materials, supplies, machinery, equipment, tools, apparatus, and other means of construction, maintenance and repair, and all management, supervision and labor, and perform all the work necessary to construct, maintain, repair, and complete the work within the scope of this Contract as outlined in the "Invitation to Bid", "Instructions to Bidders", "General Conditions", "Project Plans" and "Specifications" herein contained, including material furnished by the City (if any), commencing the Work within seven (7) calendar days from the date of "Notice to Proceed" from the City, and commencing emergency work within four (4) hours after notification by the City, in the manner specified and in conformity with the requirements set forth in the Project Plans and Specifications herein contained.

The Contractor shall proceed with the said work in a prompt and diligent manner at such times and in such order as the City may direct. Further, he shall complete the work to the satisfaction of the City within 60 calendar days, and in default of completion within the time fixed, this Contract will be subject to termination as stipulated in the Bid Document Package.

The City shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay, or interference of any other contract, or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

It is further mutually agreed by the parties hereto that the work will be performed in accordance with Project Plans and Specifications together with any supplementary instructions as prepared or approved by the City and other contract documents, except in the case of emergency the work will be undertaken by the Contractor immediately upon notification by the City and will be performed in accordance with the contract documents and orders of the City.

AGREEMENT

Page 2

It is hereby mutually agreed that the City of Flowery Branch is to pay and the Contractor is to receive the prices bid in the Bid Form herein contained in the sum of 100% of the base bid, the total value being _____ or hereto annexed, as full compensation for furnishing all materials, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance, and repair necessary to complete the work under the conditions herein specified, and for fully complying with the terms and conditions of this Contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State taxes against any item entering into the work of this Contract exclusive of profits may be reimbursed to the Contractor by the City as provided hereunder.

Subject to the applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of the guarantee period and the Contractor and his Sureties are finally released by the City.

The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the allowable calendar days for completion period even if the work is not completed until after the expiration of the allowable calendar day for completion term.

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may retain from the monies which may become due the amount of one hundred dollars per day for each and every day that the completion of the work may be delayed.

(SIGNATURES NEXT PAGE)

IN WITNESS WHEREOF: The parties have executed this agreement the day and year above mentioned.

Signed, sealed, and dated this _____ day of _____ A.D., 20____.

ATTEST:

CITY OF FLOWERY BRANCH,
GEORGIA

By: _____

(Witness)

(Mayor)

(SEAL)

ATTEST:

By: _____
(Contractor)

(Secretary)

(Title)

(Witness)

(Address)

APPROVED AS TO FORM:

(City Attorney)

NOTE: City Clerk should attest. If Contractor is a corporation, Secretary of Corporation should attest.

PERFORMANCE AND PAYMENT BONDS:

The City of Flowery Branch requires a performance bond and a payment bond, each having a bond value of one hundred percent (100%) of the total amount bid. The attached performance bond and payment bond must be used for this requirement.

PERFORMANCE BOND

CITY-WIDE SIGN PROJECT

BID NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual)
hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Obligee)

5410 Pine Street Flowery Branch, Georgia 30542
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of 100% of the base bid for \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated _____, 20____ for \$ _____.

PERFORMANCE BOND

Page 2

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed **thereunder**.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. seq. and 36-86-10 L et.seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

Signed, sealed, and dated this _____ day of _____, A.D., 20__

ATTEST:

(Principal Secretary)

(Principal)

By: _____
(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:
By: _____
(Attorney-in-Fact)

(Attorney in Fact)
And Resident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

NOTE: Date of Bond must not be prior to Date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

CITY-WIDE SIGN PROJECT

BID NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Obligee)

5410 Pine Street Flowery Branch, Georgia 30542
(Address of Obligee)

hereinafter referred to as Obligee, for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the penal sum of 100% of the base bid, the total value being \$ _____ in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated _____, 20____ for _____

PAYMENT BOND

Page 2

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PAYMENT BOND

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PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. seg. and 36-86-101, et. seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

PAYMENT BOND

BID NUMBER: _____

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Signed, sealed, and dated this _____ day of _____ A. D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney in Fact)

And Resident Agent

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and
appeared _____
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal
of said corporation; that one of the seals affixed to said instrument is such seal; that it was so
affixed by order of the directors of said corporation, and that he signed his name thereto by like
order.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and appeared _____
to me known, and known to me to be one of the members of the firm of _____
_____ described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and appeared _____
to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and
appeared _____
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal
of said corporation; that one of the impressions affixed to said instrument is an impression of
such seal; that it was so affixed by order of the directors of said corporation, and that he signed
his name thereto by like order.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT BY SURETY COMPANY

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and
appeared _____
to me personally known of _____ the
corporation described in and which executed within the instrument, who being by me duly sworn,
did depose and say that he resides at _____
that he is the _____ of the said corporation; that he knows the seal of
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that he signed his name
thereto by like order.

(Notary Public)

(SEAL)

**GENERAL CONDITIONS
FOR CITY OF FLOWERY BRANCH CONSTRUCTION CONTRACTS**

GC-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of this agreement.

GC-2 CONTRACT DOCUMENTS

This agreement consists of the City of Flowery Branch's invitation to bid, instructions to bidders, Contractor's bid form, construction form of agreement, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

GC-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the City for changes in the Work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City - City of Flowery Branch, Georgia, a political subdivision of the State of Georgia, acting by and through the City Council.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City, or their designated representative, to the Contractor authorizing him to proceed with the Work and establishing the date of commencement and completion of the Work.

Substantial Completion - the date certified by the Engineer when all or a part of the Work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

GQ-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

GC-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the Work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected Work until instructed to proceed, and has otherwise followed the instructions of the Engineer, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the Work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the Work.

GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or Engineer shall relieve the Contractor from its obligation to perform the Work in strict conformity with the contract documents.

GC-7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All Work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the Work, whether occasioned by the Contractor, his agents or employees.

GC-8 PERMITS & LICENSES

All permits and licenses necessary for the Work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

GC-9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the Work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying.

GC-10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person, firm or corporation who is in arrears to the County or City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

GC-11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed Work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the City may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

GC-12 MEASUREMENT

All items of Work to be paid for per unit of measurement shall be measured and certified by the Engineer.

GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

GC-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

GC-15 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the Engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the Work pursuant to the contract subject to the overall coordination of the Engineer. All Work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the contract documents by the activities or duties of the Engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing Work pursuant to this agreement.

GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work.

GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the Work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Engineer may, by written notice, require the Contractor to remove from the Work any subcontractor or employee deemed by the Engineer to be incompetent.

GC-21 HOURS OF OPERATION

All Work at the construction site shall be performed on weekdays between 7:00AM and 6:00PM in accordance with City Code section 26-188, except upon the Engineer's prior written consent to other Work hours.

GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the Work and the general and local conditions which may affect the Work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the Work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the

Work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the Work made by any of its officers, agents, or employees prior to the execution of this agreement.

GC-23 RIGHT OF ENTRY

The City reserves the right to enter the site of the Work by such agent as it may elect for the purpose of inspecting the Work or installing such collateral Work as the City may desire.

GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

- (1) Upon personal delivery to the Contractor, its authorized representative, or the Engineer on behalf of the City. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.
- (2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the Engineer. For purposes of mailed notices, the City's mailing address shall be 5410 Pine Street P.O. Box 757 Flowery Branch, GA 30542. The Contractor's mailing address shall be the address stated in its proposal, and the Engineer's mailing address shall be its address listed in the Notice to Begin Work.

GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the Work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. §§ 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §§ 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

GC-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the Work shall present a neat, orderly and workmanlike appearance at all times.

GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the Work until final completion of this agreement and acceptance of the Work as defined herein. Any portion of the Work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all Work rejected by the Engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the Work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the Work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the Engineer to commence and continue correction of such default or neglect with diligence and promptness, the City or the Engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any Work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

GC-33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all Work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the Work.

GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the Work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the Work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such Work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the Work and termination of the contract.

GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the Work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective Work as required by the contract documents or fails to carry out the Work in accordance with contract documents, the City, or the Engineer, in writing, may order the Contractor to stop Work until the cause for such order has been eliminated. This right of the City or Engineer to stop Work shall not give rise to any duty on the part of the City or the Engineer to execute this right for the benefit of the Contractor or for any other person or entity.

GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled Workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the Work by whatever methods the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the contract price exceeds the cost of completing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

GC-39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the Work for the convenience of the City. Said termination shall be without prejudice to any right or remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder, and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the Engineer:

- A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such-supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
 - (1) The costs incurred in the performance of the Work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
 - (2) The costs of settling and paying claims arising pursuant to the termination of the Work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for Work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss,

there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

GC-42 COST TO CURE

If the City terminates the whole or any part of the Work pursuant to this agreement, then the City may procure upon such terms and in such manner as the Engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the Engineer, the Contractor shall:

1. Stop Work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
4. Assign to the City in the manner, at the times, and to the extent directed by the Engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Engineer, to the extent the Engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the Engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as has been terminated:
 - (a) The fabricated or unfabricated parts, Work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed Work, supplies, and other material produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination; and

- (b) The completed or partially completed plans, drawings, information, and other property to the Work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be, required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.
8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

GC-45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the Engineer to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

GC-47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

GC-48 TERMINATION FOR CONVENIENCE – DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the Engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the Work is interrupted for an unreasonable period of time by an act of the City or Engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the Work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the

Engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Engineer within ten days after the termination of such suspension, delay or interruption.

GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence Work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the Work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the Work within the specified time. The Contractor and City hereby agree that the contract time for completion of the Work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the Work.

GC-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

OC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop Work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City, its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the Work as specifically provided in the contract.

GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the Engineer.

GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Engineer that there was greater than normal inclement weather considering the full term of the contract using a ten year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the Work, the Contractor shall not be entitled to an extension of time therefore.

GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the Engineer within ten days of the first instance of such delay, disruption, interference or

hindrance and a written statement of the claim is filed with the Engineer and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be in strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the Work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that Work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Engineer, take action at no additional cost to the City to improve the progress of the Work, including increasing manpower, increasing the number of Working hours per shift or shifts per Working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the Work in a timely fashion.

GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or Engineer that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

GC-58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

GC-59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the Work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the Work.

GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Engineer unless the requirement therefore is waived in writing. The Engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the Work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Engineer.

GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for the Work and to facilitate inspection.

GC-65 PAYROLL REPORTS

The Contractor shall not be required to furnish weekly payroll reports to the Engineer on this project.

GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning Work, the Contractor shall notify the Engineer in writing of one person within its organization who shall have complete authority to supervise the Work, receive orders from the Engineer, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of Work while the Work is in progress. When neither the Contractor nor its representative is present at the Worksite, the superintendent, foreman, or other employee in charge of the Work shall be an authorized representative of the Contractor.

GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award Work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the Work to subcontractors.

GC-68 INSPECTION BY ENGINEERS

All Work pursuant to this agreement shall be subject to inspection by the Engineer for conformity with contract drawings and specifications. The Contractor shall give the Engineer reasonable advance notice of operations requiring, special inspection of a portion of the Work.

GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that Work is covered or completed without the approval of the Engineer, and such approval is required by the specifications or required in advance by the Engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the Work to the contract drawings and specifications.

GC-70 ENGINEER'S AUTHORITY

The Engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the Work. Any oral decision or instruction of the Engineer shall be confirmed in writing. All communications between the City and the Contractor shall be made through the Engineer. The Contractor shall submit to the Engineer a complete schedule of values of various portions of the Work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the Engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the Engineer's approval, on City forms of the total amount of value of Work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any Work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of Work performed and materials furnished, the Engineer shall recommend payment to the Contractor for the estimated value of such Work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored but not incorporated into the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the City's title to such materials or equipment. No progress estimate or payment need be made when, in the Engineer's judgment, the increment in the estimated value of Work performed and materials furnished since the preceding estimate is less than \$10,000.

GC-73 TIME OF PAYMENT

The Contractor will be paid on or before the 25th day following receipt of an approved estimate. When the contractor has performed in accordance with the provisions of this Agreement, the City shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon Work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in

this Agreement, if any. In the event that the City fails to pay the contractor within 60 days of the City's receipt of a pay request based upon Work completed or service provided pursuant to the contract, the City shall pay the Contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

GC-74 RETAINAGE

The City shall retain from each progress payment ten percent of the estimated value of the Work performed until the progress payments, including retainage, total 50 percent of the contract price. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the Work within the time specified therefore. The City may reinstate the ten percent retainage, in the event the Engineer determines that the Contractor is not making satisfactory progress to complete the Work within the time specified in this agreement or in the event that the Engineer provides a specific cause for such withholding.

GC-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's Work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's Work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

GC-76 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the Engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

GC-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of Work performed pursuant to this agreement.

GC-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

GC-79 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

GC-80 RIGHT TO WITHHOLD PAYMENT

The Engineer may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective Work, probable or actual third party claims, the Contractor's failure to pay subcontractors or material men, reasonable evidence that the Work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

GC-81 CERTIFICATE OF-SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the Engineer shall inspect the Work and determine whether the Work is substantially complete. If the Work is substantially complete, the Engineer shall issue a certificate of substantial completion of the Work which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further Work. The certificate of substantial completion of the Work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

GC-82 FINAL PAYMENT

Upon substantial completion of the Work and upon application by the Contractor and approval by the Engineer, the City shall make payment reflecting adjustments and retainage for the Work as provided in this agreement.

GC-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

GC-84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial, completion and except for the retainage sums due at final acceptance. Following the Engineer's issuance of the certificate of substantial completion and the Contractor's completion of the Work pursuant to this agreement, the Contractor shall forward to the Engineer a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Engineer a final application for payment. When the Engineer finds the Work acceptable and determines that the contract has been fully performed, the Engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

GC-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;

- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the City or Engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or Engineer, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all moneys that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

GC-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Hall County, Georgia and that the contract is to be performed in Hall County, Georgia. Each party hereby consents to the Hall Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Hall Superior Court.

GC-87 CHANGES AND EXTRA WORK

GC-87.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract.

GC-87.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, Contractor shall promptly proceed with the Work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the contract price is increased by Change Order, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

GC-87.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the

Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract.

Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

GC-87.4 EXTRA WORK

Extra Work consists of new and unforeseen Work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

GC-87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the City to complete the Work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-88 CHANGE ORDERS

QC-88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional Work to be done and Work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted Work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional Work will cause, delay in completion of Work, he will grant an equitable time extension for the changed Work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of Work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such Work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-88.2 METHODS OF PAYMENT

The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City.

- A. Where the Work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the Work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account Work. Contractor's fee for force account Work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted Work shall be as defined hereinafter.

GC-88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted Work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

GC-88.4 FORCE ACCOUNT WORK

When authorized by a Change Order, Contractor may perform Work on a force account basis and will be paid actual costs and a fee for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account Work. as more particularly described below:

- A. Labor: For all labor and for foremen in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the force account Work is performed for each and every hour that said laborer, and foreman, are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Contractor shall receive the actual costs paid to or in behalf of Workmen, by reason of fringe benefits, including but not limited to Social Security contribution, unemployment, excise and payroll taxes, Workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of Working after hours, on holidays, or on Saturdays and Sundays shall be included to the extent authorized by the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

- B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account Work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

- C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false Work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the City before such Work is begun. The salvage value of such material will be taken into consideration in determining, the amount of reimbursement.

- D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%).of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account Work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the City, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per Working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the City for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account Work being performed. The time shall include the time required to move the equipment to the location of the force account Work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account Work on other than such force account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account Work on other than such force account Work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the Work and used exclusively for Work paid for on a force account basis, providing the City has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost of transporting the equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

1. The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
 2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account Work, shall include each day that the equipment is at the site of the force account Work, excluding Saturdays and Sundays and other legal holidays unless the force account Work is performed on such days, and shall terminate at the end of the day on which the City instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.
- E. Subcontract Work: Where the Change Order applies to Work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's Work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order Work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level Work or materials. The City reserves the right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar Work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.
- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for Work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.
- G. Statements: No payment will be made for Work performed on a force account basis until Contractor furnishes the County itemized statements of the cost of such force account Work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
 3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.
 4. Bonds and insurance premiums.
 5. Subcontract Work - force account detail as above or progress quantities and prices of unit price or lump sum subcontracts.

6. Payments for items under paragraphs (a) to (f) inclusive, shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account Work are not specially purchased for such Work but are taken from Contractor's stock, then in lieu of the original invoices) the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.
- H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account Work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the City may independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

GC-88.5 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

GC-88.6 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

GC-88.7 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

GC-89 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-90 CHANGED CONDITIONS.

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or

- B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

The City will promptly investigate conditions of which it is so notified, or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

GC-91 OPTIONAL CHANGE ORDER PROCEDURE

In the event that a change order is deemed necessary and is requested by the City, the Contractor, at his option, may elect to perform the necessary Work prior to the approval of the change order by the City Council. In such event, the Contractor shall proceed at his own risk that the City Council may not approve the change order.

Within thirty days following the Contractor's submission of a request for payment for the Change Order Work pursuant to this paragraph, the City shall initiate an agenda item requesting that the City Council approve and execute a written change order for the Work in question. During the pendency of the agenda item, the Contractor shall not be entitled to compensation for the change order Work performed.

If the City Council subsequently approves and executes the change order, the Contractor shall be paid the sum approved in the change order from funds reserved by the City for payment of anticipated and approved written change orders in conjunction with this contract pursuant to Part III of the bid with regard to this project. If the City Council rejects or fails to approve the change order, the Contractor shall not be entitled to compensation for the Work performed pursuant to the change order request.

Nothing contained in this contract shall prevent or discourage the Contractor from electing to obtain prior written approval of a change order by the City Council prior to initiation of Work pursuant to such change order.

The parties to this agreement recognize that the Contractor's election to proceed with a change order prior to Council approval of such change order will evidence the Contractor's desire to continue the project without interruption. In the event that the Contractor determines to await Council approval of a written change order, however, neither party to this agreement shall be entitled to damages, including delay damages and impact damages, as a result of the change order approval process.

The Contractor hereby acknowledges that thirty to sixty days are normally required in order to obtain the City Council's approval of a written change order. The Contractor further acknowledges that no agent or employee of the City has authority to bind the City to a contract or change order, and approval by the City Council is necessary prior to the City's entry into a valid and binding contract or change order.

The Contractor further acknowledges that the funds reserved by the City pursuant to Part III of the bid concerning this project do not form a portion of the contract price for this project. Said funds merely represent the City's effort to set aside funds from its general operating budget to pay approved written change orders arising from this project. The Contractor acknowledges that the City is not obligated to expend any or all of the amount designated in Part III of the bid for this project, and the Contractor agrees to make no claim to any such funds which remain unexpended and unauthorized after completion of this agreement.

Each party to this agreement hereby warrants that it has read and fully understands each and every provision of these general conditions to the parties' construction contract. Each party further agrees that these general conditions form a portion of the construction contract and are hereby incorporated therein by reference.

GC-92 INSURANCE REQUIREMENTS

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by laws or regulations:

1. Workers' Compensation, and related coverages:
 - a. State:
Statutory
 - b. Applicable Federal (e.g., Longshoremen's):
Statutory
 - c. Employers Liability:
\$1,000,000
2. Contractor's General Liability Insurance which shall include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of the contractor:
 - a. General Aggregate (Except Products-Completed Operations)
\$1,000,000
 - b. Products-Completed Operations Aggregate
\$1,000,000
 - c. Personal and Advertising Injury (Per Person / Organization)
\$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage)
\$1,000,000
 - e. Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - f. Excess/Umbrella Liability
 - i. General Aggregate
\$1,000,000

- ii. Each Occurrence
\$1,000,000
- 3. Automobile Liability:
 - a. Bodily Injury:
 - i. Each Person
\$1,000,000
 - ii. Each Accident
\$1,000,000
 - b. Property Damage:
 - i. Each Accident
\$1,000,000
 - OR
 - ii. Combined Single Limit of
\$1,000,000
(Bodily Injury & Property Damage)
- 4. The Contractual Liability coverage shall provide coverage for not less than the following amounts:
 - a. General Aggregate
\$1,000,000
 - b. Each Occurrence (Bodily Injury & Property Damage)
\$1,000,000

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PART 1 - GENERAL

1.01 GENERAL AND SUPPLEMENTARY CONDITIONS

- A. The requirements of the Agreement between Owner and Contractor and the General the Supplementary Conditions indicated in Division 0 are a part of and apply to all work hereunder.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Within 10 calendar days following issuance of the Written "Notice to Proceed" the engineer shall schedule a conference for the purpose of reviewing the construction program with the contractor. The general contractor is encouraged to have all subcontractors present at the conference. The following issues will be addressed:
 - 1. Introduction of all attending parties
 - 2. Channels and procedures for communications
 - 3. Requests for substitutions in accordance with the requirements of specification Section 01 100, Part 1.02 F.
 - 4. Issuance of RFP's (Request for Proposals) by the engineer shall be addressed by the General Contractor within 7 calendar days of receipt thereof in accordance with Supplementary Conditions indicated in Paragraph 7.1.5.
 - 5. Change order compensation based on figures indicated in Supplementary Conditions Paragraph 7.1.7.
 - 6. Pre-construction submittals indicated in Supplementary Conditions Paragraph 3.19.
 - 7. Shop drawings, samples and other project submittals issued in accordance with the requirements of Specification Section 01 100.
 - 8. Job progress meeting frequency. In addition to periodic progress meetings, the City would like to schedule a public "hard hat" tour of the project site, on a Saturday, near the contract completion date.
 - 9. Applications for payment issued in accordance with the requirements of the General Conditions of the contract for construction and all applicable supplementary conditions in Paragraphs 9.3.4.
 - 10. Safety precautions and programs as directed by the General Contractor in accordance with AIA General Conditions Article 10 and part 1.07 in Section 01010.

11. Any mock-ups required.
12. Requests for time extensions shall be issued in accordance with the requirements of Supplementary Conditions Paragraph 8.3.4.
13. Discrepancies and conflicts in the Contract Documents shall be resolved using the order of precedence indicated in the Supplementary Conditions, paragraph 1.2.7. In the event of a possible discrepancy between portions of the contract documents, the Engineer shall be notified in writing by the Contractor and a clarification will be issued. The Contractor assumes an obligation to bring all possible discrepancies within the Contract Documents to the Engineers attention in writing for possible resolution prior to performing any construction related thereto. If the Contractor neglects to do so, all expenses related reparations required by the Owner due to such negligence shall be borne by the Contractor. In all instances, the Engineer shall be the sole interpreter of the Contract Documents.
14. The date of substantial completion shall not be achieved, and the substantial completion certificate shall not be issued prior to receipt of the final official certificate of occupancy by the General Contractor.
15. Contract closeout/final payment requirements shall be clearly understood by the General Contractor. Piecemeal delivery of final closeout documents and materials is not acceptable.
16. Materials testing shall be conducted by a certified testing agency in accordance with the requirements of Section 01 400.
17. Immediately prior to substantial completion, the General Contractor shall prepare a comprehensive list of items to be corrected or completed (a punch list) for the engineers review in accordance with Paragraph 9.8.2 of the AIA General Conditions. The engineer shall then add to or delete items from the list during a substantial completion inspection.
18. Permits, fees, licenses, etc..., shall be addressed in accordance with the requirements of General Conditions Section 3.7, all applicable supplementary conditions and Part 1.09 A of Section 01 010.
19. Compensation for stored material shall be as defined in Parts 6.2.1, 9.3.2, 10.2.1.2, 11.3.1.4 & 12.2.4 of the General Conditions as well as Part 9.3.2.1 of the Supplementary Conditions, Paragraph 1.03A of Section 01 010, Paragraph 1.03 A of Section 01 100 and Paragraph 2.04G of Section 01 500. Invoices for stored materials must be delivered with the applications for payment on which compensation for the stored materials has been requested. Invoices for stored materials delivered separately from the applications for payment will not be recognized until the following application for payment is received.

20. A lien waiver issued by the General Contractor shall be submitted with each application for payment. An individual lien waiver from each subcontractor will be required prior to final payment.

1.03 CONTRACTOR'S WORK AND MATERIALS STORAGE

- A. Contractor's materials storage area shall be determined at the pre-construction conference. The Contractor shall confine his storage therein and take necessary precautions to protect materials at his own expense against all weather conditions, theft and damage.
- B. All debris generated during the construction process shall be removed from the project site and adjacent property.

1.04 OVERLOADING

- A. Contractor shall be responsible for overloading any part or parts of the site beyond safe load carrying capacities.

1.05 MANUFACTURER'S DIRECTIONS

- A. Where it is required in the specifications that materials, products, processes, or equipment be installed or applied in accordance with manufacturer's instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material or system proposed for use under conditions similar to those experienced at the project.
- B. The Contractor shall notify the Utility Protection Center at 1-800-282-7411 prior to commencing with any subsurface excavations.

1.06 LAYING OUT WORK

- A. Prior to commencing work, the Contractor shall be responsible for careful comparison and review of all Architectural, Structural, Mechanical, Plumbing, Fire Protection, Electrical, Civil, Landscape and other working drawings. All drawings shall be compared with one another which in any way affect the work to be executed. Should any discrepancy be found, it shall immediately be reported to the Engineer in writing for verification and adjustment.
- B. Contractor shall exercise proper precautions to verify figures and dimensions shown on the Drawings before laying out work and shall be held responsible for any error resulting from his failure to exercise such precaution. Drawings shall not be scaled for any purpose.

1.07 ACCIDENT PREVENTION

- A. Precaution shall be exercised at all times for the protection of all persons, including employees of the Contractor. Machinery equipment, openings, power lines and all other hazards shall be guarded or eliminated in accordance with the safety provisions of "The Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.

1.08 PERIODIC CLEANING

- A. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.
- B. Site and Structure
 - 1. Maintain the site and adjacent areas in a neat and orderly condition at all times.
 - 2. At least weekly inspect the site and pick up all scrap, debris and waste material and remove them to the place designated for their storage.
 - 3. At least weekly and prior to any and all inspections, sweep interior spaces clean. "Clean" for the purpose of this paragraph shall be interpreted as meaning free from material capable of being removed by reasonable effort and a hand-held broom.

1.09 FINAL CLEANING

- A. "Clean" for the purpose of this Article shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
 - a. Visually inspect finished surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
 - b. Remove all paint droppings, spots, stains and dirt from finished surfaces.
- C. Unless otherwise directed by the Engineer, broom clean paved areas on the site and public paved areas adjacent to the site. Completely remove resultant debris.

1.10 PERMITS AND REGULATIONS

- A. All work and material shall be in accordance with Safety Orders of the Division of Industrial Safety, and other applicable Federal, State, County and City Municipal laws, ordinances, rules and regulations pertaining to construction. Nothing in the contract documents shall be construed to permit work not conforming thereto. The

Contractor shall consult the Engineer on all issues regarding possible non-conformance. Contractor shall provide all labor, materials and equipment to complete the work as required by all applicable laws, ordinances, rules and regulations. The Contractor shall consult the Engineer before making any determinations as to changes in quality, scope and/or increases or decreases in cost.

- B. The Contractor shall notify all local utility companies prior to beginning any subsurface investigations.

1.11 PROJECT COMPLETION

- A. The City Engineer shall review the project for Substantial completion. If the project is Substantially complete, as defined in the General Conditions of the Contract for Construction, the City Engineer shall issue a Certificate of Substantial Completion.
- B. When the project is substantially complete (as defined in the Agreement Between the Owner and the Contractor) and all mechanical and electrical systems are operating after having been checked by the Contractor and/or manufacturer, the Contractor shall notify the Engineer in writing at least seven days before the date of request for substantial completion inspection. The Contractor shall arrange for the presence of all subcontractors whose work is involved.
 - 1. No sooner than 2 calendar days prior to the proposed date of substantial completion inspection, the Contractor shall prepare a "Punch List" for items not completed and work not complying with the requirements of the Contract Documents. The City Engineer shall add to and/or delete items from the punch list during the Substantial Completion inspection. The "Punch List" shall not be construed as a contract requirement but is intended only to assist in the completion of the project. The Contractor shall make a diligent effort to complete all work in conformance with the requirements of the Contract Documents before requesting a "Punch List".
 - 2. Correction of items noted on the "Punch List" does not relieve the Contractor from conforming with all requirements of the Contract Documents.
- C. Before final payment is made, the following items shall be delivered in satisfactory form to the Owner:
 - 1. All maintenance/operating manuals and instructions.
 - 2. All guarantees required by the individual technical specification sections.
 - 3. All other required items noted in the Contract Documents.

4. All items on the Punch List shall have been completed in satisfactory order and such notice forwarded in writing to the Engineer.
5. All as-built drawings shall be provided by the Contractor as described in the Specifications.
6. All maintenance and replacement stock material required.
7. Certificate which warrants that all materials, products and assemblies incorporated in this project are totally free of asbestos, PCB, or other such hazardous material.
8. Owner, after completion of project, may elect and pay to use services of an independent testing agency to test for asbestos content.

D. Final Inspection

1. When the work is completed in accordance with the Contract Documents and the requirements of Paragraphs A and B above and General and Supplementary Conditions of the contract for construction have been satisfied, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, which shall be stated in such notice. The City shall receive such notification no sooner than seven calendar days prior to the date stated in such notice. The notice shall be forwarded to the City Engineer, who shall attach his endorsement as to whether or not he agrees with the Contractor's statement that the work will be ready for final inspection on the established date, but such endorsement shall not relieve the Contractor of any contractual responsibilities.
2. Final inspection shall be made by the Owner, City Engineer, and/or Consultants when the Contractor states that the project has been completed in accordance with the Contract Documents, all punch list items have been completed and a formal written request for final inspection is made as outlined above.

1.12 LIMITS OF WORK

- A. Work shall be performed as indicated on the working drawings.

1.13 OFFENSIVE BEHAVIOR

- A. A penalty of \$100.00 per event shall be levied against the General Contractor and, subsequently, deducted from the next application for payment for objectionable behavior by any of the General Contractor's forces while on the Owner's property, as determined by the Engineer. This objectionable behavior shall include, but not necessarily be limited to, profanity, alcohol and/or illegal drug consumption or possession and sexual misconduct.

- B. All workmen shall be fully clothed and shall be expected to exhibit acceptable behavior. Association with the public shall be prohibited. Refer all non-project related visitors to the City Hall for assistance. Failure to comply with this requirement can subject personnel to being banned from the project site.

END OF SECTION 01 010

PART 1 – GENERAL

1.01 CONTRACT DOCUMENTS

- A. To document the components, which comprise the contract documents, a detailed list of all drawings, specifications addenda, and modifications depicting the last revision date shall be attached to the Agreement between the Owner and Contractor. The listed documents shall then represent the permanent record set.
- B. The Contractor shall check all construction documents furnished him immediately upon their receipt and shall promptly notify the Architect in writing of any discrepancies. Symbols marked on drawings shall, in general, be followed rather than scale of drawings. The Contractor shall compare all construction documents and verify the figures before laying out the work and shall be responsible for any errors which might have been avoided thereby.

1.02 CONTRACTOR SUBMITTALS

A. General

- 1. Contractor shall make all the following submittals to the Architect for review in strict accordance with applicable provisions of the contract documents.
 - a. Progress Schedule
 - b. Schedule of Values
 - c. Certifications
 - d. Shop Drawings and Submittals
 - e. Samples
 - f. Substitutions
 - g. Maintenance/Operating Manuals
 - h. As-Built Drawings
 - i. Guarantees

B. Schedule of Values

- 1. No later than 10 calendar days following issuance of the Written Notice To Proceed, prior to the preconstruction conference, the Contractor shall submit for Architect's review a schedule of values for portions of work, aggregating the total contract sum, divided to facilitate payments to Subcontractors. Each item in schedule of values shall be broken down to include values for labor, materials,

equipment, overhead and profit. This schedule, when reviewed by Architect, shall be used as a basis for Contractor's Applications for Payments.

C. Certifications

1. Where specifically required by pertinent specification sections, proper certification by a recognized laboratory or professional association shall be submitted in lieu of and/ or in addition to required testing. Certifications shall attest to product compliance with requirements of the Contract Documents.

D. Shop Drawings and Submittals

1. All shop drawings and submittals shall be marked with name of project and name of Contractor and shall be numbered consecutively. All shop drawings and submittals must be legible and complete in every respect regarding contract documents requirements.
2. If shop drawings or submittals show variations from Contract requirements because of standard shop practice or some other reason, Contractor shall make specific mention of such variations in his letter of transmittal, as well as on the shop drawings and submittals. Unless specific changes have been noted and reviewed by the Architect, no deviations from Contract Documents shall be accepted.
3. Corrections or comments made on the shop drawings during the Architect's/Engineer's review do not relieve the contractor from his responsibility to comply with the requirements of the contract documents. Shop drawings shall be reviewed by the Architect/Engineer for general conformance with the design concept of the project and general compliance with Contract Documents requirements: The Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner.
4. Shop drawings and submittals which do not display evidence of contractor's review prior to submittal for Architect's/Engineer's review shall be promptly returned to the contractor for corrections prior to Architect's/Engineer's review.
5. By reviewing and submitting shop drawings and other submittals for Architect's/Engineer's review, the contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such shop drawings and other submittals with the requirements of the work and the contract documents. Contractor's review stamp shall clearly reflect the provisions of this verbiage.
6. For manufacturer's standard schematic drawings, contractor shall:
 - a. Modify drawings to delete information, which is not applicable to project

- b. Supplement standard information to provide additional data applicable to project
 - 7. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data, contractor shall:
 - a. Clearly mark each copy to identify pertinent materials, products or models
 - b. Show dimensions and clearances required
 - c. Show performance characteristics, capacities, installation requirements and maintenance requirements
 - d. Show wiring diagrams and controls
- E. Samples
 - 1. Physical examples of products submitted to Architect shall illustrate materials, finishes, workmanship and shall establish standards by which completed work shall be judged by Owner and Architect.
 - 2. Architect's office samples shall be of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices
 - b. After Architect's review, samples may be used in construction of Project
 - 3. Field Samples and Mockups
 - a. Erect samples and mockups at project site in location acceptable to Architect and Owner
 - b. Construct each sample or mockup complete, including work of all trades required in finished work.
- F. Substitutions
 - 1. Architect's review shall be required for all substitutions.
 - a. Architect shall consider proposals for substitutions of materials, equipment and methods of construction only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate proposed substitution.
 - b. Do not substitute materials, equipment or processes unless such substitution has been specifically reviewed for this work by the Architect.
 - 2. Acceptance of a substitution by the architect shall not relieve the Contractor from responsibility for compliance with all requirements of the contract documents. Contractor shall be responsible, at his own expense, for any changes

in other parts of his own work or work of others which may be caused by substitutions.

G. Maintenance/Operating Manuals

1. Two manuals are required to be submitted prior to Substantial Completion covering all materials, products, finishes, systems, equipment, accessories, etc. included in this project. Contractor shall prepare two such manuals in durable plastic 3 ring binders approximately 8-1/2" x 11" in size, divided into logical sections with at least the following information:
 - a. Identification on front cover stating general nature of manual
 - b. Neatly typewritten index near front of manual furnishing immediate information regarding location in manual of all data
 - c. Complete instructions regarding operation and maintenance of all project equipment
 - d. Complete nomenclature of all replaceable parts, part numbers, current costs and name and address of nearest vendor of parts
 - e. Copy of all guarantees and warranties required
 - f. Copy of all reviewed shop drawings and submittals with all data concerning changes made during construction
 - g. List of all contacts for emergency and standard warranty service indicating addresses and phone numbers
 - h. Wiring diagrams and recommended "turn around" cycle
2. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items included in this project and delete or otherwise clearly indicate, all manufacturer's data which is not relevant to this project.

H. As-Built Drawings

1. General
 - a. At time of installation, locations of all underground work, including all utility pipes, sleeves and conduits, shall be recorded on prints by Contractor and reviewed by the Architect.
 - b. Contractor shall notify Architect when underground work has been completed. On such notice, Architect shall furnish a complete set of blue-line drawings to Contractor, who will transfer all installed utility pipe and conduit locations to the blue-line drawings and return them to Architect for review.
 - c. All information entered on the blue-line as-built drawings shall be neat, legible and emphasized by drawing "clouds" around items installed differently than indicated on original drawings. Format of changed items on drawings shall be acceptable to Architect.

- d. Contractor shall locate and dimension all work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate approximate depth of work below finish grade.
- e. All symbols and designations used in preparing as-built drawings shall match those used elsewhere in the Working Drawings.
- f. In addition, contractor shall revise remainder of all working drawings to reflect any changes involving items installed differently than indicated on original drawings.

I. Guarantees

- 1. Contractor shall guarantee all work executed by his forces and his subcontractors under this contract, and any additional modifications and change orders, to be absolutely free of all defects of workmanship and materials for a period of one year beginning on date of Substantial Completion. See Warranty Forms - Specifications Sections 01 740 and 01 741. Contractor shall repair all such defects, resulting damages and repair any damage to other work caused by subsequent repair work to Architect's and Owner's satisfaction no later than 30 calendar days following written notification by Owner that remedial repairs are required.
- 2. At the end of the one-year warranty period, the Contractor shall inspect the project with the Owner for construction deficiencies. At that time, a correction list shall be prepared by the Owner and the Contractor shall make the necessary repairs and corrections immediately and as directed by the Owner.
- 3. Contractor shall provide additional guarantees (in excess of one year) where specifically required by pertinent specification sections.

J. Execution

- 1. Submittal Requirements (including shop drawings)
 - a. Schedule submittals at least two weeks before date reviewed submittals will be needed. Contractor shall receive reviewed submittals no later than 14 calendar days following Architect's receipt of contractor-reviewed submittals.
 - b. All submittals shall be accompanied by a transmittal form addressed to the Architect and shall be consecutively numbered. Submittals shall contain a list of items submitted which are properly identified with regards to pertinent specification sections.
 - c. Architect shall review submittals for compliance with design concepts of project only. An effort shall be made by Architect to discover any errors, but responsibility for accuracy and correctness of submittals shall be the Contractor's.
 - d. Review of submittals by Architect/Engineer shall be general and shall not relieve the Contractor from responsibility for proper fitting and

construction of work, nor from furnishing materials and work required by Contract, which may not be indicated on submittals when reviewed.

- e. No portion of the work requiring submittals shall be undertaken until submittal has been reviewed by Architect. All such portions of work shall be in accordance with reviewed submittals.
- f. Submittal Copies Required

- i. Provide 3 copies of the Progress Schedule.
- ii. Provide 2 copies of Schedule of Values.
- iii. Provide 2 copies of all required Certifications.
- iv. Provide 4 copies of all Shop Drawings.
- v. Provide 4 copies of all Manufacturers Product Data/Material Lists.
- vi. Provide Samples as specifically indicated in pertinent specification sections.
- vii. Provide two sets of manufacturer's complete range of samples for initial color/pattern selections and 2 additional samples of selected color/pattern for inclusion in final color schedule.
- viii. Provide 3 copies of all required data and information regarding accepted substitutions.
- ix. Provide 2 bound copies of maintenance/operation manuals.
- x. Provide one set of Contractor-revised blueline as-built drawings.
- xi. Provide 2 copies of the Standard Warranty Forms (see Warranty Forms - Specification Sections 01 740 and 01 741) as well as 2 copies of additional warranties required by pertinent specification sections.

- g. Submittals shall include (where applicable) the following information

- i. Date and revision dates
- ii. Project title and Architects project number
- iii. The names of Contractor, Subcontractor and product supplier or manufacturer
- iv. Identification of product or material

- v. Relation to adjacent structure or material
- vi. Field dimensions (clearly identified as such)
- vii. Applicable specification section number
- viii. A 4" x 6" blank space on front side for Architect's stamp
- ix. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field dimensions and compliance with contract documents. Verbiage user on Contractor's review stamp shall be subject to Architects review.
- h. Architect's review is contingent upon prior review and approval by Contractor. Submittals shall be returned to the Contractor without Architect's review if evidence of Contractor's review is not clearly indicated on all submittals.
- i. Corrections or comments made on submittals/shop drawings by Architect or Engineer during their review does not relieve the General Contractor from compliance with the requirements of the contract documents and specifications. Architect's/Engineer's review is only for review of general compliance with the design concept of the project and general compliance with the information given in the Contract Documents. The General Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating work of all trades and assuring that all work is performed in a safe manner satisfactory to the Owner and the Architect.

END OF SECTION 01 100

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect/Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

-
1. Proposal Requests issued by Architect/Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
-
- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
-

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect/Engineer.

-
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
-

-
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
-
- C. Proposal Request Form: Use form included in Specification Section entitled "PROJECT FORMS AND RELATED DOCUMENTS".

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
-
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
-
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 5 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 5 days after such authorization.
-
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
-

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect/Engineer will issue a Change Order for signatures of Owner and Contractor on form AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect/Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
-
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
-
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
-

-
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
-

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 -

END OF SECTION 01250

PART 1 - GENERAL

1.01 ON SITE OBSERVATIONS

- A. All work and materials shall be subject to review by the Architect and Owner or their authorized representatives.
- B. The Contractor shall fully cooperate and shall furnish all reasonable facilities for the inspections of all parts of the work during the entire construction period required by the Contract Documents and all jurisdictional authorities.

1.02 TESTING SERVICES

- A. All materials upon which the strength and durability of the work may depend shall be subject to inspection and testing to establish whether the materials are in compliance with the requirements of the Contract Documents.
- B. A material testing company shall be selected, employed and paid by the Owner to perform material testing services for the project as defined in this specification section. The testing company shall retain the services of an Engineer registered in Georgia. The testing company shall conduct all required testing and issue reports reflecting the conditions and physical characteristics of the materials observed.
- C. It is the responsibility of the Contractor to implement the services of the testing company by ordering required services at the appropriate time in the work, as described below. The Contractor shall provide at least 24 hours notice to the testing company for required testing work. Failure to provide adequate notification may result in the requirement for more complex "after-the-fact" testing, payment for which the Contractor shall be totally responsible. If testing yields unacceptable results, additional testing shall be performed at the contractor's expense until favorable results are obtained in accordance with the specified standards. Contractor shall also bear all costs related to architect's services related to evaluation of tests which yield unfavorable results. The testing agency shall isolate reports indicating failure and associated billing to facilitate the administration of this provision.

1.03 SUMMARY OF REQUIRED TESTING

A. Earthwork

- 1. The testing company's Engineer shall monitor subgrade preparation, foundation bearing grades, and test all backfill. All excavation, preparation of foundation bearing grades and earthwork related construction must be performed in the presence of the testing company's Engineer.
- 2. Prior to importing any fill material to the site, the testing company shall verify that the proposed fill material is of suitable quality for its intended use. Any residual or previously excavated fill material from on-site proposed to be reused in the new work shall also be tested for suitability prior to replacement.

3. After stripping/clearing operations and excavating have been completed to the specified excavation limits, the residual material over which additional fill, construction or pavement is to be placed shall be verified by the testing agency to be suitable for its intended purpose. This shall be accomplished by proof rolling the areas under construction, by test pits or by other measures deemed appropriate by the testing agency's Engineer. Proof rolling shall be performed by the General Contractor using a ten-ton smooth drum static roller. Unsuitable areas shall be undercut and backfilled with structural fill as directed by the testing agency's Engineer.
4. All fill material shall be tested by performing in-place density and proctor tests at the minimum rate of one test per 5000 square feet per one foot of lift and one test for every 50 lineal feet for each 2 feet of depth for wall and trench backfill. The testing shall also indicate the type of material observed, the location of the test, the material moisture content and the current weather. Delivery and compaction of fill material shall be made in the presence of the testing agency's Engineer and shall be subject to his approval. The inspection by no means absolves the contractor from responsibility of compaction specified by the Civil Engineer.
5. All foundation bearing grades must be monitored by the testing agency's Engineer and tested by the testing agency prior to placement of foundations and/or footings.
6. Unless fill material is covered with concrete, paving, etc. immediately following procedures described in 2. and 3. above, the fill material shall be inspected by the testing agency's Engineer again prior to the placement on those surfaces. The purpose of this final inspection is to preclude deterioration of the required conditions from continuing construction, water or similar causes.

B. Cast-In-Place Concrete

1. Design mix by the concrete supplier shall be reviewed by Structural Engineer and testing agency prior to composing first batch. Batch test frequency shall be as recommended by the material testing agency. Samples shall be procured in accordance with ASTM C172 and cylinders shall be made and cured in accordance with ASTM C31.
2. Slump tests shall be conducted on every 20 cubic yards of concrete used on the project used for any purpose in accordance with ASTM C142-78.
3. Compressive tests shall be performed in accordance with ASTM C39-84. Concrete cylinders shall be taken at the rate of one set of five per 50 cubic yards or less of material used for any purpose per day. One cylinder shall be broken at each of 3 days and 7 days and two shall be broken at 28 days. If the two breaks at 28 days average less than their design strength, the last will be held for a 56-day break. If the first two are over designed, the third cylinder will be broken for a 3-cylinder average.

4. Air entrainment testing shall be performed as required by ASTM C231.
5. The slump tests, cylinders and air entrainment tests shall be performed by the testing agency. The cylinders shall be used to report compressive strength, air content, additives, slump and date/time/exact location and weather when made.

C. Masonry

1. A prism section for CMU prism testing shall be built by the Contractor using the specified concrete masonry units, the specified mortar and the approved pre-mix grout. The prism section shall be of the length and height prescribed by the testing agency. This sample prism section shall then be tested for prism strength characteristics. Prism strength shall be 1500 psi or greater. Mortar strength shall be as defined in Specification Section 04100. Block type and prism strength shall be as defined in Specification Section 04220.
2. A design mix for grout shall be submitted and reviewed prior to composing first batch. A box sample, as prescribed by the testing agency, shall be provided and tested for compliance with compressive strength requirement.

D. Reinforcing Steel Placement

Prior to the placement of concrete for the reinforced concrete footings, columns and beams, a testing agency representative shall inspect the reinforcement bar placement for accuracy.

1.04 RETESTING

- A. When any of the required initial tests indicate non-compliance with the specified requirements, all subsequent retesting caused by the non-compliance shall be performed by the same testing agency, and the costs thereof shall be borne by the General Contractor and deducted by the Owner from the contract sum. The testing agency shall isolate reports indicating failure and associated billing to facilitate the administration of this provision.

1.05 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes, legal ordinances authorities shall be the responsibility of the Contractor, unless the tests are otherwise provided for in the Contract Documents.

1.06 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.07 COOPERATION WITH TESTING LABORATORY

- A. Representatives of testing agencies shall have access to the work at all times. Contractor shall provide for such access in order that the laboratory may properly perform its functions.
- B. Notify testing agency at least 24 hours in advance of required testing to allow for assignment of personnel and scheduling.

1.08 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided for in these Contract Documents, shall be taken by the testing agency. All sampling equipment and personnel shall be provided by the testing agency and all deliveries of specimens and samples to the testing laboratory will be performed by the testing agency personnel.

1.09 DISTRIBUTION OF TEST RESULTS

Distribution of appropriate test results from Testing Agency shall be as follows. Provide one copy to each person.

- A. Contractors Superintendent
- B. Contractor's Project Manager
- C. Owner
- D. Architect's Project Manager
- E. Civil Engineer (civil work only)
- F. Structural Engineer (structural work only)
- G. Chief Building Inspector

1.10 COMPLIANCE WITH FEDERAL CLEAN WATER ACT

- A. To maintain compliance with the Federal Clean Water Act, the requirements of Georgia's NPDES General Permit for construction are to be met in the following manner:
 - 1. NOI or Notice of Intent will be filed by the contractor prior to the commencement of the work.
 - 2. A certification statement will be signed by the General Contractor and the grading subcontractor, stating that they agree to comply with the requirements of the Storm Water Pollution Prevention Plan.
 - 3. WEEKLY INSPECTION - Each site is required to be inspected at least once every seven days and within 24 hours after the end of a storm that has 0.5 inches of rainfall or greater. The inspector must identify needed changes and revise the plan accordingly or certify that the site is in compliance. Once a site is stabilized,

inspections are required only once a month until a Notice of Termination (NOT) is filed with the EPD. Each inspection must be documented in a report that is kept on site. EPD staff may have access to records at any time. Inspections are to be done by the General Contractor.

4. A log book will be furnished by the General Contractor for use in logging in each inspection required in Item 3. The log book is to be available to the Architect and the Owner's Representative for review at anytime.
5. A copy of the erosion control plan is to be updated by the General Contractor depicting any corrections or modifications to the erosion control plan as may occur during the course of the work. The plan is to be turned over to the Owner at project close-out.
6. At the close-out of the project and when all site work has been signed-off on by the City Development Inspections Department, the Owner will then issue a Notice of Termination with the Georgia EPD.

Failure of the General Contractor to properly maintain the prescribed erosion control requirement, and after a 24-hour written notice from the Owner, will result in the Owner performing any necessary repairs. A back charge to the contract price will be done to compensate the Owner for any expenses incurred.

END OF SECTION 01 400

PART 1 - GENERAL

1.01 SCOPE

- A. Construction facilities and temporary controls required for this project shall include, but are not necessarily limited to the following:
 - 1. Temporary utilities such as natural gas, water, electricity and telephone
 - 2. Field Office – not required for this contract
 - 3. Sanitary Facilities
 - 4. Enclosures such as tarpaulins, barricades, and canopies
 - 5. Required fencing of construction area for safety and security
 - 6. Parking area for construction personnel vehicles – parking shall be designated at the pre-construction conference
- B. All construction facilities and temporary controls shall be provided by the contractor.

1.02 PROTECTION

- A. Use all means necessary to maintain construction facilities and temporary controls in proper and safe conditions throughout progress of the project.

1.03 REPLACEMENTS

- A. In the event of loss or damage, Contractor shall immediately make all repairs and replacements necessary to construction facilities and temporary controls to the Architect's satisfaction at no additional cost to Owner.

1.04 TEMPORARY UTILITY CONNECTIONS

- A. Contractor shall pay for all fees for temporary utility connections.

PART 2 - PRODUCTS

2.01 TEMPORARY UTILITIES

- A. Contractor shall furnish water, natural gas, electricity and telephone service required during construction and extend temporary service lines to construction areas for use of all subcontractors, and Owner's forces.

B. Temporary Water

1. Contractor shall provide ample temporary supply of potable water for all purposes of construction at access points convenient to personnel. Water shall be piped by the Contractor from source of supply to all points where water will be required. Supply source shall be determined by the Contractor in cooperation with the Owner.
2. Contractor shall provide heavy duty hose or PVC pipe to carry water to every required project location and allow use of water facilities to subcontractors engaged in work.

C. Temporary Electricity

1. All temporary electrical facilities shall be constructed and maintained by Contractor in accordance with the Division of Industrial Safety "Electrical Safety Orders" (ESO) and the Public Utilities Commission "Rules for Overhead Line Construction". Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new.
2. Installation of lighting and safety lights shall be in accordance with local, state and federal applicable codes.
3. Contractor shall run a copper ground wire, sized in accordance with NEC, in conduit and bond to all steel parts using clamps required by the N.E.C.
4. Any attachment of conduit to wood structures shall be by means of bolts or lag screws in shear. All anchors shall be capable of supporting four times actual load.
5. Contractor shall apply for temporary electric service and pay for costs of electricity used during the course of construction and until final completion of project. Contractor shall be responsible for temporary rules, meters, conductors, connections and all other related costs.

- D. Contractor shall provide heat, ventilation, fuel and services as required to protect all personnel and materials and to keep humidity down to the extent required to prevent corrosion of metal and to prevent condensation, dampness and mildew, which is potentially damaging to materials and finishes.

D. Telephone

1. Contractor shall maintain a telephone in field office. Long distance charges shall be paid for by calling parties. Other expenses shall be paid for by the Contractor.

-
2. Contractor shall provide and pay for the telephone installation and service in the field office. Service shall be maintained for duration of project operations under this contract. Contractor shall also provide and install an electronic telephone answering and fax machine with a dedicated line for 24-Hour service within the temporary field office.

2.03 SANITARY FACILITIES

- A. Contractor shall provide proper, adequate, sanitary facilities for use of all workers employed on project in accordance with State and Local Health Departments. Facilities shall be located for convenient access by all personnel.

2.04 TEMPORARY CONSTRUCTION, EQUIPMENT, AND PROTECTION

- A. Contractor shall provide, maintain, and remove immediately following substantial completion of project, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, guardrails, barricades, lights and all other protective structures or devices necessary for safety of workers and public property as required to complete project.
- B. Contractor shall provide all necessary protection and all barricades conforming to the standards of O.S.H.A. and requirements of the City and/or County in which the project is being built.
- C. Contractor shall provide chain link fencing enclosures with locking gates to protect equipment and materials.
- D. Contractor shall protect all workers and equipment from power lines and maintain safe distances and protective devices as required by the Industrial Safety Commission.
- E. All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of City, State and all other authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.
- E. Contractor shall provide and maintain pumping facilities, including power for pumping excavations and structures free of accumulations of water at all times, whether from underground seepage, rainfall, drainage, broken lines or any other source.
- F. Contractor shall protect materials scheduled for use or previously incorporated on the project from damage and loss due to elements, theft, vandalism, malicious mischief and other causes including stored materials which have had their title transferred to the Owner. Contractor shall be held responsible for such damages and losses which he shall remedy at his expense.

2.05 PARKING OF VEHICLES

- A. Contractor shall assume all responsibility for parking of his vehicles and his subcontractor's vehicles. "Job site parking" means an area or areas within the bounds of the property or other authorized areas to be used for parking of vehicles associated with this project. Such areas shall be designated at the preconstruction conference.

2.06 STORAGE OF OWNER FURNISHED PRODUCTS

- A. Contractor shall provide temporary storage facilities for Owner furnished components as required by the Owner.

PART 3 - EXECUTION

3.01 MAINTENANCE AND REMOVAL

- A. Contractor shall maintain all construction facilities and temporary controls as long as required for safe and proper completion of the project. Contractor shall remove all such facilities and controls as rapidly as progress of the project will permit or as directed by Owner.

END OF SECTION 01 500

PART 1 - GENERAL

1.01 PRODUCTS

- A. Products are specified by ASTM and/or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor shall have the option of choosing among those names. When one manufacturer's specific product is specified, and other manufacturers are listed as being acceptable suppliers, the other manufacturers products must have the same basic properties as the specific product mentioned. Otherwise, the following substitution provisions must be observed.

1.02 SUBSTITUTIONS

- A. During bidding, the Architect shall consider written requests for substitutions received at least ten calendar days prior to the bid date. Requests received after that time shall not be considered.
 - 1. Contractor shall submit requests for substitution on form attached to this section, which may be copied. Form shall be complete, accurate and legible.
 - 2. Blank substitution forms are also available at most local plan centers and at the Architect's office.
 - 3. If proposed substitution is accepted by Architect, such acceptance shall be set forth in an addendum or modification. Bidders shall not rely upon accepted substitutions made in any other manner.
- B. The Contractor shall be required to provide a substitution form for any change to the original documents before the decision is made whether it will be incorporated into the contract documents.
- C. Prior to award of the Contract, the Architect may consider formal requests from the Contractor for substitution of products in lieu of those specified. Requests shall be submitted in accordance with the preceding requirements. One or more of the following conditions must also be documented:
 - 1. Substitution is required for compliance with interpretation of code requirements or insurance regulations that exist.
 - 2. Substitution is required due to unavailability of specified products through no fault of the Contractor.

3. Substitution is required because subsequent information disclosed an inability of specified products to perform properly or to fit in designated space.
 4. Substitution is required because manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
 5. When in the judgment of the Owner the proposed substitution is substantially in the Owner's best interest in terms of costs, time or other consideration.
- D. Should the Contractor wish to substitute another product or method for products or methods specified or shown in Contract Documents, whether or not such phrases as "or equal", "equivalent to", or "based on" are used, he shall apply in writing for review. He shall enclose such data as Architect requires to evaluate the proposed products. The Architect's decision shall be final. Contractor is responsible for special requirements of substitutions. He shall execute necessary changes in adjacent work and relocate Work as necessary due to such substitutions, and he shall be responsible for delays required for evaluation of proposed substitutions
1. Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures and other similar information necessary for a complete evaluation of the proposed substitution.
 2. Reasons substitution is advantageous and necessary including the benefits to the Owner of the Work in the event substitution is acceptable.
 3. The adjustment, if any, in the Contract Sum in the event the substitution is acceptable.
 4. The adjustment, if any, of time of completion of the Contract and Construction Schedule in the event the substitution is acceptable.
 5. An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent specifications and the requirements shown on the working drawings, and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitutions as if originally specified by the Architect. Proposals for substitution shall be submitted in triplicate to the Architect with sufficient time to allow the Architect no less than ten working days to review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.
- E. In submitting requests for substitution, the Contractor shall make the following representations:

1. Contractor has investigated proposed product and has determined that it is equal or superior in all respects to the specified product.
 2. Contractor will provide an equal or better guarantee for proposed substitution as compared to the product specified.
 3. Contractor will coordinate installation of accepted proposed substitution into the project, making any such changes as may be required for the project to be completed in accordance with the Contract Documents.
 4. Contractor waives all claims for additional costs related to proposed substitution which become apparent during or following substitution submittal process.
 5. Cost comparison data is complete and includes all related costs under the contract:
 6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.
- F. Substitutions shall not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without a formal request submitted in accordance with this Article.
 2. Acceptance will require substantial revision of contract documents.

REQUEST FOR SUBSTITUTION

PROJECT: City of Flowery Branch Gainesville Street Drainage Projects

DATE: _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

SUPPLIER: _____

1. The following required information is attached:
 - A. Product identification, manufacturer's name, address, telephone number
 - B. Manufacturer's literature, performance/test data, reference standard
 - C. Name/address of similar projects where product has been used and Date of Application

2. Comparison of proposed substitute product with specified product:

3. If submitted after the date the contract agreement between the owner and contractor is signed:

- A. Data related to changes in construction schedule:

- B. Accurate cost data on proposed substitution in comparison with product specified:

- C. Reason for request for substitution: (Check One)

- 1) Substitution is required for compliance with interpretation of code requirements or insurance regulations that exist.
- 2) Substitution is required due to unavailability of specified products through no fault of the Contractor.
- 3) Substitution is required because subsequent information disclosed an inability of specified products to perform properly or to fit in designated space.
- 4) Substitution is required because manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- 5) When in the judgment of the Owner the proposed substitution is substantially in the Owner's best interest in terms of costs, time or other consideration.

END OF SECTION 01 630

CONTRACTOR WARRANTY FORM

PROJECT: CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

LOCATION: FLOWERY BRANCH, GEORGIA

OWNER: CITY OF FLOWERY BRANCH

GENERAL CONTRACTOR:

We _____, contractor

(Company Name)

for _____, as described in Specification Section (s)

(list trade)

_____ do hereby warrant

(list appropriate sections of specifications)

that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion and that all street signs will be free from defects due to defective materials or workmanship for a period of seven years from Date of Substantial Completion.

This warranty commences at 12:00 noon on _____

and expires at 12:00 noon on _____. Should by

any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be repaired or replaced by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner

DATE: _____ FOR: _____

(COMPANY NAME)

BY: _____

TITLE: _____

END OF SECTION 01740

SUBCONTRACTOR WARRANTY FORM

PROJECT: CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

LOCATION: FLOWERY BRANCH, GEORGIA

OWNER: CITY OF FLOWERY BRANCH

GENERAL CONTRACTOR:

We _____, subcontractor
(Company Name)

for _____, as described in Specification Section (s)
(list trade)

_____ do hereby warrant
(list appropriate sections of specifications)

that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion and that all street signs will be free from defects due to defective materials or workmanship for a period of seven years from Date of Substantial Completion.

This warranty commences at 12:00 noon on _____
_____ and expires at 12:00 noon on _____. Should by any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be repaired or replaced by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

DATE: _____ FOR: _____
(COMPANY NAME)

BY: _____
TITLE: _____

END OF SECTION 01741

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.02 SUMMARY OF WORK

- A. This Section includes earthwork as shown on the drawings and specified herein. Included is:
 - 1. Preparation of subgrade for walks and pavement.
 - 2. Preparation of granular base for pavement.
 - 3. Excavation and backfilling for utilities systems.
 - 4. Excavation and backfilling for structure footings, foundations, and retaining walls.
 - 5. Site grading and filling to indicated elevations.

1.03 SUBMITTALS

- A. Test Reports: Submit copies of following reports directly to the City Engineer
 - 1. Test reports on borrow material.
 - 2. Field density test reports.
 - 3. One optimum moisture-maximum density curve for each type of soil encountered.
- B. Based on testing service reports and inspection, subgrade or fills which have been placed at below specified density, provide additional compaction and testing at no additional expense to Owner.

1.04 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork and site grading in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Services: Owner will engage testing and inspection service, to include testing of soil materials proposed for use in work and field facilities for quality control testing during earthwork and site grading operations. All test reports must be signed by a licensed engineer.
- C. Tests for Proposed Soil Materials: Test soil materials proposed for use in work and promptly submit test result reports. Provide one optimum moisture-maximum density curve for each type of soil encountered in subgrade fills. Determine the

maximum densities in accordance with ASTM D 698. Testing service will determine suitability of materials to be used as fill. For borrow materials, perform a mechanical analysis (ASTM 422), plasticity index (ASTM 424), moisture-density curve (ASTM D 698).

1.05 PROJECT CONDITIONS

- A. Subsoil: Promptly notify soil testing service of unsuitable sub-surface conditions.
- B. Existing Utilities: Locate existing underground utilities in areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and public and private utility companies, in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by City Engineer/Engineer and then only after acceptable temporary utilities services have been provided. Demolish and completely remove from site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.
- C. Use of Explosives: Use of explosives is not permitted.
- D. Temporary Protection: Barricade open excavations made as part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect bottoms of excavations and soil beneath and around foundations from frost and freezing. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavations.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Backfill and Fill Materials: Use satisfactory soil materials, complying with the American Association of State Highway and Transportation Officials (AASHTO) Designation M145, soil classification groups A-1, A-2-4, A-2-5, and A-3. Fill to be free of rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable, and other deleterious matter, as determined by the soils testing service.
- B. Granular Base: Properly graded mixture of natural or crushed gravel or crushed stone that will readily compact to required density. Use material complying with applicable sections of the current edition of "Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges".

PART 3 EXECUTION

3.01 EXCAVATION

- A. General: Establish extent of grading and excavation by area and elevation. Designate and identify datum elevation and project engineering reference points. Set required lines, levels and elevations. Obtain approval from the Architect.
- B. Excavation Classifications: The following classifications of excavation will be made when unanticipated rock excavation is encountered in work. Do not perform such work until material to be excavated has been cross-sectioned and classified by soils testing laboratory. Rock excavation will be paid for at established unit prices, upon approval of Architect.
- C. Earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.
- D. Rock excavation consists of removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation.
- E. Trench rock excavation consists of removal and disposal of material classified as rock where the least horizontal dimension of required excavation is greater than three feet. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of material encountered will be classified as earth excavation.
- F. Mass rock excavation consists of removal and disposal of material classified as rock where the least horizontal dimension of required excavation is greater than three feet. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of material encountered will be classified as earth excavation.
- G. Unauthorized excavation consists of removal of materials beyond indicated elevations or side dimensions without the specific direction of the Architect. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of same classification, unless otherwise directed by Architect.
- H. There will be no additional compensation for excavation, backfilling, concrete fill, or other cost due to unauthorized over-excavation in any direction. The Contractor is responsible for all additional testing costs associated with over-excavation.
- I. Quoted unit prices shall include full compensation for labor, materials, tools, equipment, and incidentals required for excavation, trimming, shoring, de-watering, backfilling, compacting, and other necessary items for complete installation.

- J. Additional Excavation: When excavation has reached required subgrade elevations, notify soil testing laboratory to allow for inspection of conditions. If unsuitable materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by soils testing laboratory.
- K. De-watering: Prevent surface water and subsurface or ground water from flowing into excavations, and flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other de-watering system components necessary to convey water away from site. Convey water removed from excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
- L. Material Storage: Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade and shape stockpiles for proper drainage. Maintain excavated soil materials separately from topsoil stockpile. Dispose of excess unsatisfactory soil material, trash and debris, as specified.
- M. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations, and grades as shown.
- N. Excavation for Trenches: Dig trenches to uniform width required for particular item to be installed, sufficiently wide to provide working room. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.

3.02 COMPACTION

- A. General: Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D 698; and not less than following percentages of relative density, determined in accordance with ANSI/ASTM D 4318, D 4253 AND D 4254, for soils which will not exhibit well-defined moisture-density relationship:
 - 1. Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material to not less than 90% of the maximum dry density.
 - 2. Pavements and concrete: Compact top 12" of subgrade and each layer of backfill or fill material to not less than 95% of the maximum dry density.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or

subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.03 BACKFILL AND FILL

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
- B. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" loose depth for material compacted by hand-operated equipment. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content of soil material. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice. Backfill excavations as promptly as work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 GRADING

- A. General: Uniformly grade areas within limits of site grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades. Degree of finish required will be that ordinarily obtainable from either blade-grader or scraper operations.
- B. Grading Around Trees: Where excavating, filling, or grading is required within branch spread of trees that are to remain, perform work as follows:

When trenching occurs around trees that are to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.
- C. Unpaved Areas: Finish areas to receive topsoil to within not more than 1" above or below required subgrade elevations, compacted as specified, and free from irregular surface changes.
- D. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, dicing, and any moisture or aerating required to provide optimum moisture content for compaction. Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials, using satisfactory soil material. Shape to line, grade, and cross-section as indicated.

3.05 PAVEMENT SUBBASE COURSE

- A. General: Subbase course consists of placing subbase course material, in layers of specified thickness, over subgrade surface to support a pavement base or surface course. See other Division - 2 sections for paving specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Placing: Place subbase course material on prepared subgrade conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.

3.06 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off Owner's property.

END OF SECTION 02 200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Protecting existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing.
4. Topsoil stripping.
5. Removing above-grade site improvements.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.
7. Disconnecting, capping or sealing, and removing site utilities.

- B. Related Sections include the following:

1. Division 1 Section "Field Engineering" for verifying utility locations and for recording field measurements.
2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
3. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.
4. Division 2 Section "Selective Demolition" for partial demolition of buildings or structures undergoing alterations.
5. Division 2 Section "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.
6. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
7. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
 - 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in Division 15 mechanical or Division 16 electrical Sections.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Dispose of excess topsoil as specified for waste material disposal.
 - 4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

PART 1 – GENERAL**1.1 SCOPE**

- A. Work described in this section includes the containment of sediment transport, control of erosion and treatment of pollutants prior to, during and throughout all construction operations; establishment of permanent vegetative cover and continued maintenance of said measures in accordance with Part III, paragraph 3.4 of this section.
- B. Contractor is solely responsible for protection of downstream properties from encroachment or damage from soil erosion and/or the discharge of pollutants by water or air to any areas off the Project site.
- C. All control measures shown on the Drawings are to be considered the minimum required; additional measures may be required. Provide same as required.

1.2 SUBMITTALS

- A. Schedule of operations: Submit schedule of exact dates operations including program of erosion, sediment and pollution control measures, maintenance of all said measures including control facilities, structures and devices and vegetative practices. Show anticipated starting and completion dates for land-disturbing activities including excavation, filling and rough grading, finished grading, construction of temporary and permanent control measures, and disposition of temporary erosion sediment and pollution control measures.

1.3 PROJECT CONDITIONS

- A. Furnish and install all control measures prior to or concurrent with any land disturbance activity. The Contractor is responsible for the initial provision and installation all control measures and then the continued provision and installation of all measures throughout all construction operations and all sequences of construction operations.
- B. Schedule grading operations to allow permanent erosion control to take place in the same construction season. Avoid or minimize exposure of soils to winter weather. Maintain all controls until vegetative cover has been established.
- C. Construct and maintain temporary control measures until such time as permanent measures are effective in control of erosion, sediment and pollution from the site. Extent of measures shall be responsibility of Contractor.
- D. Stop all erosion, sediment or pollution from leaving the site and encroaching on downstream or surrounding properties.
- E. Temporary grassing shall be applied to all disturbed areas left idle for 72 hours.

- F. Contractor is responsible for all quantities of all control measures regardless if shown on the Drawings. The extent of soil erosion control measures shown on the Drawings should be considered minimum.
- G. All expenses related to the removal, relocation, replacement and/or rerouting of any and all existing utilities or other built, stored, stockpiled items of any kind, surface or subsurface is the responsibility of the contractor and will be included in the Contract Sum.

1.4 QUALITY CRITERIA

- A. Procedures shall comply with "Manual for Erosion and Sediment Control in Georgia", latest edition published by the Georgia Soil and Water Conservation Committee." Contractor is required to keep a log book on site documenting his inspection of all control devices (minimum once/week and within 24 hours of any storm event) and noting any corrections or modifications. General Contractor must also file a "Notice of Termination" when the site is finally stabilized and all stormwater management systems have been constructed and have been proven to be functioning in accordance with the Design Concept(s).
- B. Reference the Drawings for any other procedural manuals, publications, permits or other field guidelines required for the Contractor to obtain, understand and utilize in the performance of his work. Be reference of same, said materials are made a part of these Specifications.

PART 2 – PRODUCTS

2.1 FILTER FABRIC

- A. Filter fabric for silt fences shall be a 36" Georgia DOT approved pervious sheet of synthetic polymer filaments non-woven from continuous filaments with wire fence backing. Filter fabric shall be of type recommended by its manufacturer for the intended application. The filter fabric shall meet the following requirements:
 - 1. APS 600 Series Silt Stop, as manufactured by Applied Polymer Systems, Woodstock, Georgia, Contact Steve Iwinski (678) 494-5998.
 - 2. GeoPolymer as manufactured by GeoStop.
 - 3. Soil Mulch Polymer as manufactured by Soil Mulch.
- B. Polymer shall be applied utilizing a hydro seeder mix of appropriate seed, fertilizer, lime and mulch for the same acre or without seed/fertilizer/lime/mulch mix.
- C. Follow all manufacturers' instructions and recommendations. Do not mechanically disturb treated areas after application. (This does not include foot traffic as necessary to install erosion control blanket).
- D. Contractor shall furnish and install as necessary a minimum 200 lbs. of erosion control polymer for incidental "touch-up" or "point source erosion areas".

- E. Furnish two forms of synthetic polymer:
 - 1. Emulsion polymer for hydro seeder application with an active strength of 30%.
 - 2. Powder polymer for hand spreading with an active strength of 95%.

PART 3 – EXECUTION

3.1 TEMPORARY EROSION CONTROL DEVICES

- A. Construct temporary sediment barriers of silt fence at all points where surface water flows from construction area bypassing a temporary sediment traps if the area is subject to soil erosion; or as otherwise indicated on Drawings or as deemed necessary by inspectors.
- B. Install temporary sediment traps and temporary sediment basins in accordance with the location and details shown on the Drawings. Remove accumulated sediment when they are one-third full of silt continually until permanent vegetative cover is established.
- C. Install construction exit as indicated on Drawings. Maintain to prevent tracking and flow of mud onto public roads.
- D. Construct diversion berms, dikes (2'-0" wide x 1'-6" tall) or ditches at the tops of all slopes or otherwise indicated on the Drawings. Machine compact these elements and plant temporary seed until permanent vegetative cover can be established.
- E. Maintain temporary barriers until permanent erosion control measures are established. Repair and replace barriers damaged or displaced by construction activity.

3.2 SEDIMENTATION FACILITIES

- A. Flush drainage lines between manholes and drainage structures as required during construction and after establishment of permanent erosion control measures to remove collected debris.
- B. Install rip rap at all locations indicated on Drawings as soon as feasible. It shall be reasonably well-graded granite stone sized from smallest to maximum size specified. Stones smaller than smallest size specified are not permitted. Control gradation of rip rap by visual inspection to assure thickness of rip rap conforms with contract document requirements. Provide geotextile filter fabric under rip rap.

3.3 GROUND COVER

- A. Protect all exposed soils with mulching (temporary measure) and vegetative ground cover (permanent measure).
- B. Ground cover consists of temporary seeding on all graded areas which will not receive final grading or permanent planting within three (3) days.
- C. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.

- D. Reseed as required until full vegetative coverage is established.

3.4 MAINTENANCE

- A. Inspect all control elements after each rainfall event and a minimum of every two (2) weeks when no rainfall event(s) occur. Clear all debris and accumulated sediment from behind barriers when half full so their functional capacity is not reduced. Repair and replace any and all damaged measures of any kind.
- B. Maintain all erosion, sedimentation, pollution control measures for delivery of correct pond volume for a period of thirty (30) calendar days.

3.5 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

- A. Remove all debris resulting from temporary erosion control from Project site.
- B. Control dust from disturbed areas by means of mulching, irrigation, calcium chloride or other method subject to the Engineer's review.

END OF SECTION 02 540

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes storm drainage outside the building.
- B. Related Sections include the following:
 - 1. Division 3 Section "Cast-in-Place Concrete" for concrete structures.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. EPDM: Ethylene-propylene-diene-monomer rubber.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. RCP: Reinforced Concrete Pipe

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.
- B. Force-Main Pressure Ratings: At least equal to system operating pressure, but not less than 150 psig (1035 kPa).

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Polymer-concrete, channel drainage systems.
 - 2. Plastic, channel drainage systems.
 - 3. Stainless-steel drainage systems.
 - 4. Backwater valves, cleanouts, and drains.
 - 5. Plastic dry wells.
 - 6. Stormwater disposal systems.
- B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products meeting the specifications.

See Editing Instruction No.1 in the Evaluations for cautions about naming products and manufacturers.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.3 PIPES AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Wall C, for gasketed joints.
 - 1. Gaskets: ASTM C 443, rubber.

2.4 SPECIAL PIPE COUPLINGS AND FITTINGS

- A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
 - 1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
- B. Bushing-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric bushing fabricated to mate with OD of smaller pipe and ID of adjoining larger pipe, for nonpressure joints.
 - 1. Material for Concrete Pipe: ASTM C 443, rubber.

2.6 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
 - 1. Diameter: 48 inches minimum, unless otherwise indicated.
 - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 - 3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 - 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
 - 5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 - 6. Gaskets: ASTM C 443, rubber.
 - 7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.
 - 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 - 9. Steps: ASTM C 478, individual steps or ladder. Omit steps for manholes less than 60 inches deep.
 - 10. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Heavy-Traffic Precast Concrete Manholes: ASTM C 913; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.
 - 1. Ballast: Increase thickness of one or more precast concrete sections or add concrete to structure, as required to prevent flotation.
 - 2. Gaskets: Rubber.
 - 3. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.

4. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 5. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 6. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- C. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Ballast: Increase thickness of concrete, as required to prevent flotation.
 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch- diameter frame and cover.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
- E. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

2.7 CATCH BASINS

- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
 3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 4. Gaskets: ASTM C 443, rubber.
 5. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and grate.

6. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 7. Steps: ASTM C 478, individual steps or ladder. Omit steps for catch basins less than 60 inches deep.
 8. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Heavy-Traffic, Precast Concrete Catch Basins: ASTM C 913, precast, reinforced concrete; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.
1. Gaskets: Rubber.
 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and grate.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 5. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- C. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Bottom, Walls, and Top: Reinforced concrete.
 2. Channels and Benches: Concrete.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
- D. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.
1. Size: 24 by 24 inches minimum, unless otherwise indicated.
 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

- E. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter flat grate with small square or short-slotted drainage openings.

- 1. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.8 STORMWATER INLETS

- A. Curb Inlets: Made with vertical curb opening, of materials and dimensions according to utility standards.
- B. Gutter Inlets: Made with horizontal gutter opening, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.
- C. Combination Inlets: Made with vertical curb and horizontal gutter openings, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.
- D. Frames and Grates: Heavy-duty frames and grates according to utility standards.
- E. Curb Inlets: Vertical curb opening, of materials and dimensions indicated.
- F. Gutter Inlets: Horizontal gutter opening, of materials and dimensions indicated. Include heavy-duty frames and grates.
- G. Combination Inlets: Vertical curb and horizontal gutter openings, of materials and dimensions indicated. Include heavy-duty frames and grates.
- H. Frames and Grates: Dimensions, opening pattern, free area, and other attributes indicated.
 - 1. Material: ASTM A 536, Grade 60-40-18 minimum, ductile-iron casting.
 - 2. Material: ASTM A 48, Class 30 minimum, gray-iron casting.
 - 3. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.10 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Portland Cement Design Mix: 3000 psi minimum, with 0.45 maximum water-cementitious ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

- C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 3000 psi minimum, with 0.45 maximum water-cementitious ratio.
 - 1. Include channels and benches in manholes.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: 1 percent through manhole.
 - 2) Invert Slope: 2 percent through manhole.
 - 3) Invert Slope: None.
 - b. Benches: Concrete, sloped to drain into channel.
 - 1) Slope: 8 percent.
 - 2) Slope: 4 percent.
 - 2. Include channels in catch basins.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: 1 percent through catch basin.
 - 2) Invert Slope: 2 percent through catch basin.
 - 3) Invert Slope: None.
- D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.11 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone.
 - 1. Average Size: NSA No. R-5, screen opening 5 inches.
- C. Filter Stone: NSA No. FS-2, No. 4 screen opening, average-size, graded stone.
- D. Energy Dissipators: NSA No. A-1, 3-ton average weight armor stone, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.2 IDENTIFICATION

- A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
 - 1. Use warning tape or detectable warning tape over ferrous piping.
 - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

- A. General: Include watertight, silttight, or soiltight joints, unless watertight or silttight joints are indicated.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
 - 12. NPS 4 and NPS 6: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.
 - 25. NPS 8 to NPS 15: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.
 - 34. NPS 18 to NPS 36: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.

3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

- A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.
 - 1. Use the following pipe couplings for nonpressure applications:
 - a. Sleeve type to join piping, of same size, or with small difference in OD.
 - b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
 - c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 - 2. Use pressure-type pipe couplings for force-main joints. Include PE film, pipe encasement.
- B. Special Pipe Fittings: Use where indicated. Include PE film, pipe encasement.

3.5 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 - 2. Install piping with 12-inch minimum cover.
- F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
- K. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.

3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
- B. Refer to Division 2 Section "Utility Materials" for basic piping joint construction and installation
- C. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
 - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- D. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.
- E. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.7 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 24 inches above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.
- E. Construct cast-in-place manholes as indicated.
- F. Install fiberglass manholes according to manufacturer's written instructions.

3.8 CATCH-BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.9 STORM DRAINAGE INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipators at outlets, as indicated.

3.10 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.11 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Assemble and install stainless-steel drainage systems according to ASME A112.3.1 and manufacturer's written instructions.
- C. Install with top surfaces of components, except piping, flush with finished surface.
- D. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- E. Embed channel sections and drainage specialties in 4-inch (100-mm) minimum concrete around bottom and sides.

- F. Fasten grates to channel sections if indicated.
- G. Assemble trench sections with flanged joints.
- H. Embed trench sections and drainage specialties in 4-inch (100-mm) minimum concrete around bottom and sides.
- I. Make piping connections and install stainless-steel piping with gasketed joints between system components.

3.12 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.

3.14 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch-thick, brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
 - 3. Pump remaining pipe full of grout.
- B. Abandoned Structures: Excavate around structure as required and use one procedure below:
 - 1. Remove structure and close open ends of remaining piping.
 - 2. Remove top of structure down to at least 36 inches (1000 mm) below final grade. Fill to within 12 inches (300 mm) of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
 - 3. Backfill to grade according to Division 2 Section "Earthwork."

3.15 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plug in end of incomplete piping at end of day and when work stops.
 - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (600 mm) of backfill is in place, and again at completion of Project.
1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION 02630

PART 1 – GENERAL**1.1 DESCRIPTION**

- A. Work described in this section consists of the establishment of grassing of 100% of all areas indicated to receive seeding and of all of the area on the Project site disturbed by cut or fill, except the area covered by paving or those areas designated for other plant materials. Consult with the Owner to coordinate placement of landscaping materials. Provide clean pine straw instead of grass in areas determined by Owner.

1.2 SOIL SAMPLES

- A. The Contractor shall take soil samples from several areas of the site to be grassed and have them analyzed by the Agricultural Extension Service. The results of the analysis shall determine the fertilizer to be used on the site. Copies of the soil analysis shall be submitted to the Engineer and the Owner no later than ten (10) days prior to anticipated date of fertilization of grassed areas.

PART 2 – PRODUCT**2.1 FERTILIZER**

- A. Commercial Fertilizer: For lawns, the fertilizer shall be a complete, slow-release type. The nitrogen content shall be derived from either organic or inorganic sources and meeting the following minimum requirements of plant food by weight, unless the soil analysis and report indicates a need for a different fertilizer mixture in which case the recommended mixture shall be furnished and applied. Compliance with all State and Federal laws relative to fertilizer is required.
1. Minimum requirements: 19% Phosphoric Acid – 19% Potash
- B. Ammonium Nitrate: Ammonium nitrate shall be a commercial product in dry granular form of recent manufacture and shall be delivered in the original, unopened containers each bearing the manufacturer's guaranteed statement of analysis, it shall contain not less than 33.5% Nitrogen.
- C. Ground Limestone: Lime shall be ground dolomitic limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.

2.2 GRASS SEED

- A. Shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation of Bids. Seed shall be furnished in sealed standard containers unless exception is granted in writing by the Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed shall be guaranteed 92% germination.

1. Kentucky 31 Fescue (*Fescuta Elatior*) Seed: Fresh, clean, new seed testing 98% for purity and 85% for germination. September 15 – May 15.
2. Common Bermuda (*Cynolon Dactylon*) Seed: Fresh, hulled, clean, new seed testing 98% for purity and 85% for germination. May 15 – September 15.
3. Winter Rye (*Lolium multiflorum*) Seed: 90% minimum purity and 85% germination. Seed ten (10) pounds per 1,000 sq. ft.

2.3 WATER

- A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment required for the work.

2.4 HYDROMULCH

- A. Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
 1. Percent moisture content: 9.0% (± 3 , 0%).
 2. Percent organic mater: 99.2% ($\pm 0.8\%$).
 3. Percent ash content: 0.8% ($\pm 0.2\%$).
 4. pH: 4.8 (± 0.5).
 5. Water holding capacity: 150 grams water/100 grams fiber, minimum.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Before any seeding is attempted, the seed bed must be in a well pulverized, smooth, friable condition of uniformly fine texture.

3.2 FERTILIZER

- A. Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre, plus 1-ton agricultural lime per acre two (2) days prior to seeding, over the areas to be grassed, and shall be incorporated into the soil to a depth of at least 3 inches by discing or harrowing. The incorporation of fertilizer may be part of the tillage operation specified above. Undulations in the surface as a result of tillage or fertilizing shall be smoothed.

3.3 AMMONIUM NITRATE

- A. Approximately 4 weeks after seeding and when grass coverage has been established, apply 3 pounds of ammonium nitrate per 1,000 square feet to all seeded areas and immediately water using a fine spray. At the end of the maintenance period and prior to final inspection, apply 10 pounds of specified fertilizer per 1,000 sq. ft. and water immediately.

3.4 SEED

- A. Seed shall be Fescue or Bermuda. Method of seeding shall be hydroseeding or broadcast at the Contractor's option; however, the method selected shall be a part of his erosion control plan.

3.5 BROADCAST SEEDING

- A. If conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the Contractor shall stop the work, and work shall be resumed only when conditions are favorable again or when approved alternate or corrective measures and procedures have been put into effect. If inspection during seeding operations or after there is a show of green indicates that strips have been left, or skipped, the Contractor shall sow additional seed on these areas.
- B. Seeding shall be at the rate of 10 pounds per 1,000 sq. ft. for Fescue or 5 pounds per 1,000 sq. ft. for Bermuda.
- C. Seed shall be broadcast either by hand or approved sowing equipment. The seed shall be uniformly distributed with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing. The seed shall be covered to an average depth of $\frac{1}{4}$ inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device.

3.6 HYDROSEEDING

- A. Apply seed/fertilizer/hydromulch mixture in water slurry. Dispense using hydraulic mulching equipment in the following minimum quantities.
 - 1. Fertilizer: 130 lbs./acre.
 - 2. Fescue Seed: 300 lbs./acre/Bermuda seed 150 pound/acre.
 - 3. Hydromulch: 1500 lbs./acre.

3.7 COMPACTION

- A. Immediately after the seeding operations specified above have been completed, the entire area shall be compacted by means of a cultipacker, roller, or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If the soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller shall have tires of sufficient size so that complete coverage of the soil surface is obtained. When a cultipacker or similar equipment is used, the final rolling shall be at right angles to the prevailing winds to prevent dust.

3.8 WATERING

- A. Soak soil immediately after seeding to a minimum depth of 1" to 2", and to a minimum depth of 2" after sodding. Do not water to the point of creating wash out areas.
- B. Keep all surfaces continuously moist thereafter until 30 calendar days after the lawn has been established. Use fine spray nozzles only.

3.9 CLEAN-UP

- A. Remove from the site and dispose of all debris and foreign material. During the grassing operations, debris shall not be dumped on any part of the property or on any unauthorized area.

3.10 MAINTENANCE

- A. The Contractor shall be responsible for establishment and proper care of the grassed areas during the period when the grass is becoming established and until final acceptance by the Owner.
- B. Maintenance shall consist of watering, weeding, repair of any erosion and reseeding as necessary to establish a 100% uniform stand of grass and shall continue until acceptance.
- C. All seeded areas that do not show satisfactory growth within 18 days after seeding shall be re-seeded and re-fertilized as directed until a satisfactory lawn is established. Full coverage is required in 60 days.
- D. All lawn areas shall be protected until acceptance. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect all lawn areas from pedestrian or vehicular traffic.

3.11 GUARANTEE AND ACCEPTANCE

- A. Guarantee all lawns and grassing from the date of written acceptance for a period of not less than one year.

END OF SECTION 02 930

PART 1 – GENERAL

1.1 SCOPE

- A. The work covered by this section consists of the establishment of a temporary vegetative cover on disturbed areas by seeding with appropriate rapidly growing grass seed. Temporary seeding shall be provided for all exposed soil surfaces that are not to be fine graded or landscaped within 30 days after fine grading.

1.2 PROJECT CONDITIONS

- A. Protect all adjacent public and private property from siltation and other damage due to construction activities with silt dams or fences as indicated on the Drawings.
- B. Temporary seeding shall be applied to any and all disturbed areas left idle for two weeks and shall be applied no later than the 15th calendar day from last land disturbance activity (i.e. clearing, grubbing, or grading).

1.3 QUALITY CRITERIA

- A. Installation shall be in strict compliance with the rules and regulations of the local seed laws.
- B. Installation shall comply with all applicable codes, rules, regulations and ordinances related to erosion control and temporary seeding.

PART 2 – PRODUCTS

2.1 TEMPORARY SEED

- A. Select temporary grass seed appropriate to the season and site conditions. Temporary grass shall be a quick growing species such as millet, rye grass, Italian rye grass or cereal grasses suitable to the area providing a temporary cover which will not later compete with grasses sown for permanent cover. Seed shall meet the requirements of the rules and regulations of the Georgia Seed Law.

2.2 LIME

- A. Provide agricultural grade ground or pulverized limestone. Lime shall contain not less than 85% carbonates with 50% passing a 100-mesh sieve. Lime shall have tested values of 90% minimum germination and 1% maximum weed content.

2.3 FERTILIZER

- A. Provide standard commercial grade fertilizer, either 4-12-12, 6-12-12 or 5-10-15 as required for conditions.

PART 3 – EXECUTION

3.1 SEED-BED PREPARATION

- A. Where soils are known to be highly acid (pH 5.5 and lower), apply lime at the rate of two tons per acre (1 #/10 s.f.).
- B. Apply fertilizer at a rate of 450 lbs./acre (10 #/1,000 s.f.). Lime and fertilizer shall be incorporated into the top 2 to 4 inches of the soil by tilling.
- C. Loosen ground surface by discing, raking or harrowing. If the area has been recently loosened or disturbed, no further roughening shall be required. Remove all large clods, boulders and debris which will interfere with the work. Remove all stones 2" and larger in any given dimension.

3.2 SEEDING

- A. Apply seed evenly with a cyclone seeder, drill, cultipacker seeder or hydroseeder. Small grains shall be planted no more than one inch deep. Grasses and legumes shall be planted no more than ¼ inch deep. Distribution by hand shall not be permitted.

3.3 ROLLING

- A. Roll all seeded areas before applying mulch. On steep slopes cover seeds by dragging spiked chains or similar methods.

3.4 MULCHING

- A. All seeding in fall for winter cover shall be mulched. Seedings on slopes 4:1 or greater, on adverse soil conditions and in excessively hot or dry weather shall also be mulched.
- B. Mulch shall be straw, or hay spread at the rate of approximately two tons/acre, wood cellulose fiber applied at the rate of approximately 1500 lbs./acre. Bituminous treated mulch shall be used on all slopes steeper than 2:1.
- C. Seedings made during optimum spring and summer seeding dates, with favorable soil and site conditions shall not require mulch if written permission is received by the Engineer.

3.5 WATERING

- A. Provide watering as required to establish and maintain healthy vegetative cover.

3.6 RESEEDING

- A. Reseed and provide straw cover for bare areas 1 s.f. and larger to establish and maintain vegetative cover and to prevent sheet and rill erosion. Repair erosion damage as required and reseed.

END OF SECTION 02 933

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish labor, materials, and equipment required to complete cleanup of all paving, building, grounds, and all other areas outlined on the drawing.
- B. Debris shall not be dumped on any part of the property or any unauthorized place. All debris, construction material, Contractor's buildings or equipment, stumps, roots, boulders or any other extraneous material deposited during construction shall be removed from the site.

END OF SECTION 02 975

PART 1 – GENERAL

1.1 WORK OF THIS SECTION

- A. Work covered by this Section includes the furnishing and installation of concrete and masonry reinforcement as specified in the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to Work of this Section.
- B. Cast-in-Place Concrete 03300

1.3 SUBMITTALS

- A. Submit under provisions of Division One.
- B. Manufacturer's certification that reinforcement meets Specification requirements, and/or certified mill test reports
- C. Shop Drawings shall show dimensions, spacing, bar and mesh schedule, bending details, stirrup and support details, and other pertinent data and in accordance with ACI 315.
- D. Submit manufacturer's printed product data, clearly marked, indicating proposed fibrous concrete reinforcement materials. Submit manufacturer's printed batching and mixing instructions.

1.4 QUALITY ASSURANCE

- A. Provide at least one person who will be present during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards and the requirements of this work, and who shall direct all work performed under this section.
- B. Work shall comply with requirements and recommendations of the following:
 - 1. American Concrete Institute, ACI 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures."
 - 2. American Concrete Institute, ACI 318, "Building Code Requirements for Reinforced Concrete Structures."
 - 3. American Concrete Institute, ACI-ASCE 530 and 530.1, "Building Code Requirements for Masonry Structures."
 - 4. American Welding Society, AWS D1.4, "Structural Welding Code for Reinforcing Steel".
 - 5. American Welding Society AWS D12.1. "Recommended Practices for Welding Reinforcing Steel, Metal Inserts, and Connection in Reinforced Concrete Construction."
 - 6. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
 - 7. American Concrete Institute, ACI SP-66 "Detailing Manual."
 - 8. American Concrete Institute, ACI 544, "Report on Fiber Reinforced Concrete."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All deliveries shall be accompanied by detailed bills of material which shall include information pertaining to bar size, bar mark, length of bends, total length of bar, weight of individual sets of

bars and total weight delivered for each structure. Bundles shall be color coded.

- B. Store reinforcement off the ground, under suitable cover or in a suitable enclosure. Maintain easy access for inspection and identification of materials.
- C. Maintain reinforcement free from dirt, grease, scale, loose rust, oil, paint, other foreign matter, and all deleterious materials. Clean all reinforcement as required to meet these conditions and maintain such clean condition until such time as concrete is placed.

1.6 JOB CONDITIONS

- A. All reinforcing steel within the limits of a day's pour shall be in place and firmly wired prior to commencement of concrete placing operations.
- B. Installation or wiring of steel less than six hours before commencing placement of concrete shall not be permitted, except by special written authorization of the Architect/Engineer. At least six hours of review time for each pour location shall be provided to the Architect/Engineer by the Contractor after the last reinforcement is placed and prior to placement of concrete.
- C. The reinforcing steel, in place, shall be subject to review and approval by the Architect/Engineer prior to placing of any concrete.
- D. The Contractor shall notify the Architect/Engineer a minimum of at least 24 hours prior to readiness for each reinforcing review.

PART 2 - PRODUCTS AND MATERIALS

2.1 MATERIALS

- A. Reinforcing Bars: Deformed bars conforming to ASTM A615, Grade 60, including Supplementary Requirement S1.
- B. Wire Fabric Plain Type: ASTM A185. Flat sheets only.
- C. Wire Fabric Deformed Type: ASTM A497.
- D. Tie Wire: 16-gauge annealed type.
- E. Supporting Devices: Size and shape appropriate to conditions. Where concrete is exposed to view, chairs shall have plastic coated feet.
- F. Supporting devices for slabs on grade shall have sand plates.
- G. Dowels: plain round bars conforming to ASTM A675 Grade 80.
- H. Fiber Reinforcing (Alternate temperature reinforcing for slabs on grade)
 - 1. Fibermesh 300 (or engineer approved equal) 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured to an optimum gradation for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds).
 - 2. Fibrous concrete reinforcement shall be as manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, TN 37416, or an engineer approved equal.

- 3. Physical Characteristics:
 - a. Specific gravity: 0.91.
 - b. Tensile strength: 50 to 110 ksi.
 - c. Fiber length: graded per manufacturer.
- I. Adhesive and grouted anchors shall be KELIBOND and KELIGROUT as manufactured by KELKEN GOLD of South Plainfield, New Jersey (201-753-0088), or an approved equal.
- J. Mechanical Rebar Splices: CADWELD T Series and B Series as manufactured by Erico Products, Inc., or an approved equal.
- K. Pipe Sleeves: Standard weight pipe conforming to ASTM A120.

2.2 FABRICATION

- A. Fabricate reinforcement in accordance with CRSI Manual of Standard Practice, ACI SP-66 and ACI 318.
- B. Accurately fabricate to the details and dimensions shown on the Drawings.
- C. All bars shall be bent cold and shall not be bent or straightened in a manner that will injure the material (i.e. torched).
- D. Bend all reinforcement in accordance with ACI 318.
- E. No bars that are partially embedded in concrete shall be field bent except as shown on the Drawings or as permitted by Architect/Engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Accurately position reinforcement and firmly support in place. The system of holding reinforcement in place shall insure that steel will not be able to move during concrete placement. If necessary, top reinforcing shall be adequately held in position to support the weight of the workmen without displacement. All reinforcement shall be rigidly wired in place with adequate spacers and tie chairs. Bar supports shall be 3'-0" on center maximum, and in accordance with ACI 315.
- B. For concrete slabs on ground or fill, support reinforcement on approved chairs. "Hooking-up" or "Walking-in" of any reinforcement including mesh, will not be permitted.
- C. Protective concrete cover shown on the Contract Documents, or required by ACI Code, shall be rigidly adhered to. Coordinate conduit and insert placement so as to avoid decreasing or increasing protective cover on reinforcement.
- D. In the event conduits, piping, inserts, sleeves, or any other items interfere with the placing of reinforcement, as indicated on the Contract Documents, consult Architect/Engineer for required changes.
- E. Protect installed reinforcing from damage and displacement before, during, and after placement of concrete. Exposed reinforcing intended for bonding with future extensions shall be protected from

corrosion.

- F. At the time concrete is placed, all reinforcement shall be free from dirt, mud, ice, rust, scale, loose mill scale, oil, paint, and other coatings which may destroy or reduce bond between steel and concrete.
- G. The Contractor shall repair or replace damaged, distorted or displaced reinforcement.
- H. Fiber Reinforcing
 - 1. Add fibrous concrete reinforcement to concrete materials at the time concrete is batched in amounts in accordance with approved submittals for each type of concrete required.
 - 2. Mix concrete in strict accordance with fiber reinforcement manufacturer's instructions and recommendations for uniform and complete distribution.
 - 3. Manufacturer shall provide a qualified technical representative to instruct the concrete supplier in proper batching and mixing of materials to be provided.

3.2 SPLICES IN REINFORCEMENT

- A. Lap splices (wired together) and embedment lengths shall conform to:
Concrete - ACI 318 - Chapter 12
Masonry - ACI 530 - Chapter 8
- B. No splices of reinforcement shall be made except as shown on the plans or as specified/authorized by the Architect/Engineer.
- C. Mechanical splices shall be installed in strict accordance with manufacturer's instructions.
- D. Welding of reinforcing is not permitted unless specified or authorized by the Architect/Engineer.

END OF SECTION 03200

PART 1 - GENERAL

1.1 WORK OF THIS SECTION

- A. Formwork for cast-in-place concrete.
- B. Cast-in-place concrete, including concrete for the following, and other items as indicated on the Drawings.
 - 1. Foundation walls, piers, footings, mats.
 - 2. Floors, roofs and slabs on grade.
 - 3. Grout for reinforced masonry.
 - 4. Equipment pads and bases.
- C. Concrete curing and finishing.
- D. Control joints, expansion, and contraction joints.

1.2 NOT USED

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to Work of this Section.
- B. Concrete Reinforcement 03200

1.4 SUBMITTALS

- A. Submit under provisions of Division One.
- B. Submit manufacturer's catalog cuts, technical data, and recommendations on quantities, installation, and application for the following:
 - 1. Formwork accessories.
 - 2. Concrete admixtures.
 - 3. Waterstops.
 - 4. Grout and patching materials.
 - 5. Bonding agents.
 - 6. Anchor bolts and inserts.
 - 7. Joint fillers.
 - 8. Vapor barrier.
 - 9. Curing and sealing compounds
- C. Submit proposed mix designs and test data. Identify for each mix submitted the method by which proportions have been selected.
 - 1. For mix designs based on field experience, include individual strength test results, standard deviation, and required average compressive strength f_{cr} calculations.
 - 2. For mix designs based on trial mixtures, include trial mix proportions, test results, and graphical analysis and show required average compressive strength f_{cr} .
 - 3. Indicate quantity of each ingredient per cubic yard of concrete.
 - 4. Indicate type and quantity of admixtures proposed or required.
 - 5. Submit current test reports for aggregates showing compliance with specified quality and

gradation.

- D. Submit affidavits from an independent testing agency certifying that materials furnished under this section conform to Specifications.
- E. Provide documentation from manufacturers assuring compatibility of admixtures with other ingredients. Provide documentation from manufacturers assuring compatibility of all surface applied products.
- F. Submit concrete placement schedule prior to start of any concrete placement operations. Include location of all joints indicated on drawings, plus anticipated construction joints.
- G. Submit copies of delivery tickets complying with ASTM C 94 for each load of concrete delivered to site. Include on the tickets the additional information specified in the ASTM document.
- H. Submit description of planned protective measures for cold weather or hot weather concreting.

1.5 QUALITY ASSURANCE

- A. The American Concrete Institute (ACI), ACI 318 "Building Code Requirements for Reinforced Concrete" and ACI 301 "Specifications for Structural Concrete for Buildings" shall be part of these Specifications as though written and attached hereto.
- B. Work shall comply with recommendations and requirements of the following, except as specifically superseded by these Specifications:
 - 1. ACI 211 "Selecting Proportions for Concrete";
 - 2. ACI 226 "Silica Fume in Concrete";
 - 3. ACI 308 "Curing Concrete";
 - 4. ACI 304 "Measuring, Mixing, Transporting and Placing Concrete";
 - 5. ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures";
 - 6. ACI 302 "Floor and Slab Construction";
 - 7. ACI 305 "Hot Weather Concreting";
 - 8. ACI 306 "Cold Weather Concreting";
 - 9. ACI 347 "Formwork for Concrete"; and
 - 10. ACI 330
- C. Provide at least one person who shall be present during the execution of this portion of the Work and who shall be thoroughly trained and experienced in placing the types of concrete specified and who shall direct work performed under this Section.
- D. Concrete Quality Control
 - 1. Procure concrete from a single Architect/Engineer-approved source. Source shall be a central commercial batching plant conforming to "Concrete Plant Standards" of the Concrete Manufacturer's Association automatic proportioning type.
 - 2. Conform to ASTM C94, paragraphs 1 through 15 and paragraph 18.
 - 3. Obtain materials of each type from same source for the entire project.
 - 4. The Contractor shall engage testing agency to conduct tests and perform other services specified for quality control during construction.
- E. Project Conditions
 - 1. Notify Architect/Engineer at least 48 hours in advance of intent to place concrete.
 - 2. Do not place concrete when the ambient temperature is below 40°F nor when the concrete temperature or ambient temperature exceeds 85°F. The Architect/Engineer may approve

- the placement of concrete under the above conditions, provided the recommendations of ACI 305 or ACI 306 are strictly adhered to.
3. Do not place concrete when environmental conditions may adversely affect the placing, finishing, or curing of concrete, or its strength.
- F. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes. The Contractor shall correct deficient concrete as directed by the Architect/Engineer.

PART 2 - PRODUCTS AND MATERIALS

2.1 FORMWORK

- A. Form Materials:
1. Concrete not exposed to view: Any standard form materials that shall produce structurally sound concrete.
 2. Exposed finish concrete: Materials selected to offer optimum smooth, stain-free final appearance and minimum number of joints. Material shall resist hydrostatic head without bowing or deflection.
 3. Plywood: PS-1, B-B high density concrete form overlay, Class I.
- B. Formwork Accessories:
1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.
 2. Form ties: Commercially manufactured types; cone snap-ties, taper removable bolt, or other type which will leave no metal closer than 1-1/2 inches from surface of concrete when forms are removed, leaving not more than a one-inch diameter hole in concrete surface.

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II for normal weight concrete; Type II for lightweight concrete. Use only one brand of cement for each structure.
- B. Fly Ash: ASTM C618, Type F, Tables 1, 2, 3, and 4.
- C. Microsilica (silica fume): "Force 10,000" as manufactured by W.R. Grace & Company.
- D. Water: Fresh, clean, and potable.
- E. Aggregates:
1. Normal weight concrete: ASTM C 33.
 2. Light weight concrete: ASTM C330, expanded shale.
 3. Aggregate for normal weight concrete for interior slabs on grade shall conform to Georgia State DOT specification 603-0202 for Crushed Gravel.
 4. Fine aggregate: percentage passing No. 200 sieve shall be less than 2%.
 5. Coarse aggregate: Percentage passing No. 200 sieve shall be less than 0.7%.
 - a. Nominal size 1": ASTM Size No. 57
 - b. Nominal size 3/4": ASTM Size No. 67
 - c. Nominal size 1/2": ASTM Size No. 7
 6. Aggregates shall have been tested within the past six months from the date of the contract for the following:
 - a. Gradation: ASTM C136

- b. Material finer than 200 sieve: ASTM C117
 - c. Organic impurities: ASTM C40
 - d. Soundness: ASTM C88
 - e. Clay lumps: ASTM C142
 - f. Light weight constituents: ASTM C123
 - g. Abrasive of coarse materials: ASTM C131
 - h. Soft particles: ASTM C235
 - i. Resistance to freeze-thaw: ASTM C66, ASTM C682.
- F. Admixtures
 - 1. Admixtures that produce more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.
 - 2. Admixtures shall be certified by their manufacturer for compatibility with other mix components.
- G. Air-Entraining Admixture: ASTM C 260. The following products or approved equivalents will be among those considered acceptable:
 - 1. "Air Mix"; The Euclid Chemical Company.
 - 2. "Micro-Air"; Master Builders, Inc.
 - 3. "Daravair"; W. R. Grace & Co.
- H. Water-Reducing Admixture: ASTM C 494, Type A. The following products or approved equivalents will be among those considered acceptable:
 - 1. WRDA with HYCOL; W.R. Grace & Co.
- I. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G. The following products or approved equivalents will be among those considered acceptable:
 - 1. "WRDA 19"; W.R. Grace & Co.
 - 2. "Daracem-100"; W. R. Grace & Co.

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Nonshrink Grout: CRD-C 621, Grade B.
 - 1. Provide nonmetallic type only.
 - 2. The following products or approved equivalents will be among those considered acceptable:
 - a. "Masterflow 713 or 928"; Master Builders, Inc.
 - b. "Euco N-S Grout"; The Euclid Chemical Company.
 - c. "Axpandcrete"; Anti-Hydro Waterproofing Co.
 - d. "Embeco 636"; Master Builders for equipment bases.
- B. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.
- C. Moisture-Retaining Cover: ASTM C 171, and as follows:
 - 1. Fiber-reinforced waterproof paper.
 - 2. Polyethylene film.
 - 3. White burlap-polyethylene sheeting.
- D. Bonding Systems: ASTM C881; Type, grade, and class as required for project conditions. The following products or approved equivalents will be among those considered acceptable:
 - 1. "Concresive LPL", Master Builders, Inc.
 - 2. "Sikadur 32 Hi-Mod", Sika Corporation.
 - 3. "Euco #452 Epoxy System"; Euclid Chemical Company.

- E. Adhesive anchor system:
 - 1. Reinforcing bars:
 - a. "HIT C-100 System", HILTI.
 - b. "Keligrout"; KELKEN GOLD, INC., Princeton, NJ (phone 800-342-5154)
 - 2. Anchor bolts:
 - a. "HVA System", HILTI.
 - b. "Kelibond Anchors", KELKEN GOLD, INC., Princeton, NY (phone 800-342-5154)
- F. Expansion Joint Filler for pavements and sidewalks: Nonextruding bituminous type conforming to ASTM D1751.
- G. Isolation joint filler for slabs on grade: Preformed cork, 1/2" thick, conforming to ASTM D1752, Type II.
- H. Preformed Control Joint: "Screed Cap" for joints to receive sealant; "Zip Cap-Control Joint" for sawcut type joints; as manufactured by Greenstreak, Inc.
- I. Waterstop: Polyvinyl chloride (PVC), ribbed type with center bulb. Size appropriate to application. Supply prefabricated corner shapes.
- J. Waterstop: Bentonite type, "Volclay Waterstop-Rx", as manufactured by American Colloid Company.
- K. Vapor Barrier: Polyethylene sheets 10 mils thick. Top with 2-inch clean sand fill.
- L. Vapor Barrier: Moistop as manufactured by Fortifiber Corporation.
- M. Dovetail Anchor Slot: Galvanized steel, 22-gauge, felt filled.
- N. Wedge anchors: Hohman & Barnard, size as noted on Drawings.

2.4 SURFACE APPLIED CURING AND SEALING COMPOUNDS

- A. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
 - 1. Master Builders, Inc.
 - 2. Anti Hydro Company, Inc.
 - 3. The Euclid Chemical Company.
 - 4. W. R. Meadows, Inc.
 - 5. Sonneborn Building Products Division/ChemRex, Inc.
 - 6. L & M Construction Chemicals, Inc.
- B. Curing and Sealing Compounds: For interior or exterior applications.
 - 1. Products shall comply with ASTM C 309, Type 1, clear styrene acrylate type, 30% minimum solids content.
 - 2. Maximum allowable moisture loss of 0.3 grams per square centimeter.
 - 3. Do not apply to surfaces scheduled to receive other finishes, coatings or coverings unless specifically approved by the Architect/Engineer.
 - 4. "SuperRez-Seal"; The Euclid Chemical Company or approved equivalent.
- C. Sealing and Hardening Compounds: Generally, for use at exterior slabs and walks subject to

- deicing products.
1. Concrete shall receive initial water cure as described elsewhere in this section.
 2. Product shall be siloxane based, 20% minimum solids content.
 3. "Euco-Guard 200"; The Euclid Chemical Company or approved equivalent.
- D. Chemical Hardening Compounds: For interior applications where a more dense and durable surface is required.
1. Concrete shall receive initial water cure as described elsewhere in this section.
 2. Product shall be magnesium silicofluoride that reacts chemically with the free lime and calcium salts in the hardened concrete.
- E. Concrete Curing Compounds: Generally, for interior curing applications.
1. Product shall comply with ASTM C309, Type 1, Class B, wax free, resin based.
 2. Maximum allowable moisture loss of 0.3 grams per square centimeter.
 3. "KUREZ", The Euclid Chemical Company or approved equivalent. Do not apply to surfaces scheduled to receive other finishes, coatings, or coverings unless specifically approved by the Architect/Engineer.
 4. For surfaces that are scheduled to receive other finishes, coatings, or coverings, use dissipating resin-type compound, "KUREZ-DR", The Euclid Chemical Company or approved equivalent.
- F. Evaporation retarder: "Confilm"; Master Builders Company.

2.5 CONCRETE MIX DESIGN

- A. Do not begin concrete operations until proposed mixes have been reviewed and approved by the Architect/Engineer.
- B. Comply with recommendations of ACI 211.1 for normal weight concrete.
- C. For each type and strength of concrete, establish the required average strength f_{cr} of the design mix on the basis of either field experience or trial mixtures as specified in ACI 301, and proportion mixes accordingly. If trial mixtures method is used, employ an independent testing agency acceptable to the Architect/Engineer for preparing and reporting proposed mix designs.
- D. Admixtures:
1. Air-entraining admixture: Add at rate to achieve specified air content.
 2. High-range water-reducing admixture (superplasticizer): Add as required for placement and workability.
 3. Do not use admixtures not specified or approved.
- E. Design mixes to meet or exceed each requirement specified. Where more than one criterion is specified, the most stringent shall apply. For example, a minimum cement content or maximum water-cement ratio might result in strengths greater than the minimum specified; likewise, a greater cement content or lower water-cement ratio may be required in order to achieve the required strength.
- F. Normal Weight Concrete - Type A
1. Minimum compressive strength f_c : 3,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.50.
 3. Minimum cement content: 475 lbs. per cubic yard.
 4. Coarse aggregate size: 1".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.

6. Air Content: 4-6%.
 7. Schedule: Foundation work.
- G. Normal Weight Concrete - Type B
1. Minimum compressive strength f_c : 4,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.45.
 3. Minimum cement content: 540 lbs. per cubic yard.
 4. Coarse aggregate size: 3/4"-1".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.
 6. Schedule: interior slabs on grade.
- H. Normal Weight Concrete - Type C
1. Minimum compressive strength f_c : 4,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.45.
 3. Minimum cement content: 590 lbs. per cubic yard.
 4. Coarse aggregate size: 1/2".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.
 6. Air Content: 4-6%.
 7. Schedule: exterior walks or paving, structural piers & walls
- I. Light Weight Concrete - Type D
1. Minimum compressive strength f_c : 4,000 psi @ 28 days.
 2. Minimum cement content: 660 lbs. per cubic yard.
 3. Coarse aggregate size: 3/4".
 4. Maximum slump: 2-1/2 inches $\pm$ 1 inch.
 5. Air Content: 4-8%.
 6. Schedule: Supported floors on composite steel deck.
- J. Light Weight Insulating Concrete - Type-E
1. Comply with requirements for U.L. Design number P907.
 2. Six c.f. Perlite aggregate per bag of Portland cement.
 3. One and one-half pint 12.5 % solution neutralized vinsol resin, air-entrainment agent.
 4. Average dry density: 27 pcf.
 5. Minimum compressive strength: 150 psi.
 6. Schedule: Fire rated roof assembly.
- K. Provided that no additional expense to owner is involved, contractor may submit for Architect's/Engineer's approval requests for adjustment to approved concrete mixes when circumstances such as changed project conditions, weather, or unfavorable test results occur. Include laboratory test data substantiating specified properties with mix adjustment requests.

2.6 CONTROL OF MIX IN THE FIELD

- A. A tolerance of up to 1 inch above specified slump will be permitted for 1 batch in 5 consecutive batches tested. Concrete of lower slump than that specified may be used, provided proper placing and consolidation is obtained.
- B. If slump upon arrival at the site is lower than 1 inch below the value specified, one addition of water in accordance with ASTM C 94 will be permitted to bring slump within tolerance, provided that:
1. A positive means is available to measure the amount of water added at the site.
 2. The specified (or approved) maximum water-cementitious ratio is not exceeded.
 3. Not more than 45 minutes have elapsed since batching.

- C. Total Air Content: A tolerance of plus or minus 1-1/2 percent of that specified will be allowed for field measurements.
- D. Do not use batches that exceed tolerances.

2.7 CONCRETE MIXING

- A. Mix concrete materials in transit mixers, complying with requirements of ASTM C94, paragraphs 1 to 15 and 18 only.
- B. Elapsed time between initial contact of the cement with water and the completed discharge of the batch at the project site shall not exceed 90 minutes or 300 revolutions of the drum, whichever comes first. These limits shall be reduced at the direction of the Architect/Engineer.
- C. Concrete batch plant shall conform to requirements of the "Concrete Plant Standards" of the "Concrete Manufacturer's Association".

PART 3 – EXECUTION

3.1 HOT AND COLD WEATHER CONCRETING

- A. Do not proceed with work of this section for hot or cold weather placement without approval of the Architect/Engineer.
- B. Comply with recommendations of ACI 306 when air temperatures are expected to drop below 40 degrees F either during concrete placement operations or before concrete has cured.
 - 1. Do not use frozen or ice-laden materials.
 - 2. Do not place concrete on frozen substrates.
 - 3. Do not add salt, calcium chloride, anti-freeze compounds.
- C. Comply with recommendations of ACI 305 when ambient temperature before, during, or after concrete placement is expected to exceed 85 degrees F.
 - 1. Do not use retarding admixtures.
 - 2. Make special provisions for curing and finishing.

3.2 CONCRETE FORM PREPARATION

- A. Comply with requirements of ACI 301 and ACI 347 for formwork, and as herein specified. The contractor is responsible for design, engineering, and construction of formwork, and for its timely removal.
- B. Earth forms are not permitted.
- C. Design and fabricate forms for easy removal, without impact, shock, or damage to concrete surfaces or other portions of the work.
- D. Design to support all applied loads until concrete is adequately cured, within allowable tolerances and deflection limits.
- E. Construct and brace formwork to accurately achieve end results required by contract documents, with all elements properly located and free of distortion. Provide for necessary openings, inserts, anchorages, and other features shown or otherwise required.

1. Minimize form joints and make watertight to prevent leakage of concrete.
 2. Provide chamfered edges and corners at exposed locations, unless specifically indicated otherwise on the drawings.
 3. Provide openings to accommodate work of other trades, sized and located accurately. Securely support items built into forms; provide additional bracing at openings and discontinuities in formwork.
 4. Provide temporary openings for cleaning and inspection in most inconspicuous locations at base of forms, closed with tight-fitting panels designed to minimize appearance of joints in finished concrete work.
 5. Build into concrete work all required ties, anchors, anchor bolts, sleeves, and other inserts. Accurately set items, by using templates, in their final position at the time concrete is placed.
- F. Comply with minimum tolerances established in ACI 117, unless more stringent requirements are indicated on the drawings.
- G. Provide either form materials with factory applied non-absorptive liner or field applied form coating. If field applied coating is employed, thoroughly clean and recondition formwork and reapply coating before each use. Rust on form surfaces is unacceptable.

3.3 JOINT CONSTRUCTION

- A. Construction Joints: Locate and install construction joints as indicated on Drawings. If construction joints are not indicated, or if contractor opts to add additional joints, locate in manner which will least impair strength and stability of the structure.
1. Contractor shall submit location diagrams to Architect/Engineer for approval if locations are not shown on the Contract Documents.
 2. Provide keyways not less than 1-1/2 inches deep.
 3. Continue reinforcement across and perpendicular to construction joints, unless details specifically indicate otherwise.
 4. Provide adequate shear reinforcement as shown on the Drawings or as directed by the Architect/Engineer.
 5. Where a joint is to be made, the surface of the concrete shall be thoroughly cleaned. Joints shall be wetted and slushed with a coat of neat cement grout immediately before placement of new concrete. The grout shall be a neat cement and sand grout (1:3 mix) placed to a 1/2" minimum thickness. An approved bonding compound may be used in lieu of the cement grout with approval of the Architect/Engineer.
 6. Provide waterstops as indicated, and on all construction joints below grade adjacent to usable spaces. Install to form continuous, water-tight dam, with field joints fabricated in strict accordance with manufacturer's instructions.
- B. Movement Joints: Construct isolation joints in slabs poured on grade at points of contact with vertical components, such as foundation walls and column pedestals.
1. Install joint filler to full concrete depth. Recess top edge of filler 1/8 inch where joints are unsealed.
 2. Slabs on grade shall be tied to foundation walls with #3 reinforcing bars at 4'-0" unless specifically shown otherwise on the drawings.
 3. Smooth dowels, greased or treated one end to prevent bond shall be installed at columns and as shown on the Drawings. Refer to "Installing Dowels", this section.
- C. Expansion Joints: Construct expansion joints where indicated. Install expansion joint filler to full depth of concrete. Recess edge of filler to depth indicated to receive joint sealant (and backer rod where necessary) specified in Division 7.

- D. Control Joints - Slabs on grade: Spacing of joints in slabs shall not exceed three times the thickness of the slab on center in feet nor 15 feet. Joints shall typically isolate columns and shall run between columns.
1. If locations of joints are not specifically shown on the Drawings, the Contractor shall submit location diagram to the Architect/Engineer for approval.
 2. Form control joints by means of saw cuts one-fourth the depth of the slab (1-1/4" minimum), performed as soon as possible after slab finishing without possibility of dislodging aggregate.
 3. Form control joints with preformed plastic accessories as directed by manufacturers.
- E. Control Joints - Walls: Construct control joints in walls within 5'-0" of corners/intersections and then at 25'-0" on center.
1. Contractor shall submit location diagram to Architect/Engineer for approval if locations are not shown on the Drawings.
 2. Construct weakened plane vertical control joints as shown on the drawings. Provide adequate shear reinforcement as directed by the Architect/Engineer.
 3. Joints above grade shall be constructed to provide for the installation of water tight joint and sealant. Joints shall be filled with appropriate backer rod and sealant.
 4. Provide waterstops where indicated on the Drawings and on all joints below grade adjacent to usable spaces. Install to form continuous watertight dam, with field joints fabricated in strict accordance with manufacturer's instructions.

3.4 INSTALLATION OF SMOOTH DOWELS

- A. Install dowels as noted on the Drawings.
- B. One end of dowel on one side of joint shall be non-bonded, allowed to slip.
- C. Methods:
1. Coat the non-bonded end with grease and wrap snugly with polyethylene tape. Work shall be neat and snug without excess material.
 2. Use pre-molded dowel caps over non-bonded end.

3.5 INSTALLATION OF BUILT-IN ITEMS

- A. Set anchorage devices and other items required for other work connected to or supported by cast-in-place concrete, using templates, setting drawings, and instructions from suppliers of items to be embedded.
- B. Set edge forms and intermediate screeds as necessary to achieve final elevations indicated for finished slab surfaces.
- C. Set anchor bolts furnished under Division 5, using templates and in coordination with steel shop drawings.
- D. Comply with requirements of Paragraph 6.3 of ACI 318.

3.6 CONCRETE PLACEMENT

- A. Provide materials necessary to ensure adequate protection of concrete during inclement weather before beginning installation of concrete.

- B. Before beginning concrete placement, inspect formwork, reinforcing steel, and items to be embedded, verifying that all such work has been completed.
- C. Moisten wood forms immediately before placing concrete in locations where form coatings are not used.
- D. Provide runways for wheeled equipment to convey concrete. Do not support runways on reinforcing or wheel equipment directly over reinforcing.
- E. Schedule continuous placement of concrete to prevent the formation of cold joints.
- F. Provide construction joints if concrete for a particular element or component cannot be placed in a continuous operation.
- G. Deposit concrete as close as possible to its final location, to avoid segregation.
- H. Limit horizontal layers to depths which can be properly consolidated, but in no event greater than 24 inches.
- I. Consolidate concrete by means of mechanical vibrators, inserted vertically in freshly placed concrete in a systematic pattern at close intervals. Penetrate previously placed concrete to ensure that separate concrete layers are knitted together.
- J. Vibrate concrete sufficiently to achieve consistent consolidation without segregation of coarse aggregates.
- K. Do not use vibrators to move concrete laterally.
- L. Strike off and level concrete slab surfaces, using highway straight edges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.

3.7 FINISHING FORMED SURFACES

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Remove honeycombed areas and other defective concrete down to sound concrete, cutting perpendicular to surface or slightly undercutting. Dampen patch location and area immediately surrounding it prior to applying bonding compound or patching mortar.
- C. Before bonding compound has dried, apply patching mixture matching original concrete in materials and mix except for omission of coarse aggregate, and using a blend of white and normal portland cement as necessary to achieve color match. Consolidate thoroughly and strike off slightly higher than surrounding surface.
- D. Unexposed Form Finish: Repair tie holes and patch defective areas. Rub down or chip off fins or other raised areas exceeding 1/4-inch height.

- E. Exposed Form Finish:
1. Repair and patch defective areas with fins or other projection completely removed and smoothed.
 2. Smooth Rubbed Finish: Apply to surfaces indicated no later than 24 hours after form removal. Wet concrete surfaces to be finished and rubbed with Carborundum brick or other abrasive until uniform color and texture are achieved. Do not apply separate grout mixture.

3.8 FINISHING SLABS

- A. Finishing Operations
1. Do not directly apply water to slab surface or dust with cement.
 2. Screeding: Strikeoff to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
 3. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
 4. Do not perform subsequent finishing until excess moisture or bleed water has disappeared and concrete will support either foot pressure with less than 1/4 inch indentation or weight of power floats without damaging flatness.
 5. Final floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.
 6. Troweling: Trowel immediately following final floating. Apply first troweling with power trowel except in confined areas and apply subsequent trowelings with hand trowels. Wait between trowelings to allow concrete to harden. Do not overtrowel. Begin final troweling when surface produces a ringing sound as trowel is moved over it. Consolidate concrete surface by final troweling operation. Completed surface shall be free of trowel marks, uniform in texture and appearance, and within surface tolerance specified.
 7. Grind smooth surface defects which would telegraph through final floor covering system.
- B. Finishes: Coordinate appearance and texture of required final finishes with the Architect/Engineer before application.
1. Broomed Float Finish: After floating and when water sheen has practically disappeared, apply uniform transverse corrugations approximately 1/16-inch-deep, without tearing surface.
 2. Trowel Finish: As specified above.
- C. Slab Surface Tolerances:
1. Achieve flat, level planes except where grades are indicated. Slope uniformly to drains.
 2. Floated finishes: Depressions between high spots shall not exceed 5/16 inch under a 10-foot straight edge.
 3. Troweled finishes: Achieve level surface plane so that depressions between high spots shall not exceed 1/8 inch under a 10-foot straight edge.
- D. Slab Finish Schedule: Apply finishes in the following typical locations and as otherwise shown on the drawings:
1. Broomed float finish:
 - a. Sidewalks, exterior ramps and slabs.
 2. Trowel finish:
 - a. Exposed interior floors.

3.9 CONCRETE CURING AND PROTECTION

- A. Prevent premature drying of freshly placed concrete and protect from excessively cold or hot temperatures until concrete has cured.
- B. Provide curing of concrete by one of the methods listed and as appropriate to service conditions and type of applied finish in each case. Curing period shall be not less than 7 days for standard cements and mixes.
- C. Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
 - 1. Keep wet wooden or metal forms exposed to heat of the sun.
 - 2. If forms are removed prior to completion of curing process, continue curing by one of the applicable methods specified.
- D. Water Cure: The surface of finished concrete shall be kept continuously wet for a minimum of seven days.
 - 1. Concrete surfaces shall be kept continuously wet by sprinkling or fogging with water and by a covering material thoroughly saturated with water and kept wet by intermittent hosing. Concrete shall be protected against freezing during the curing.
 - 2. Covering material shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period. Alternate cycles of wetting and drying shall not be permitted during the curing period.
 - 3. The use of a moisture retaining cover over burlap or a manufactured type of moisture retaining cover shall be permitted. Lap not less than 3 inches at edges and ends, and seal with waterproof tape or adhesive. Repair holes or tears during curing period with same tape or adhesive. Maintain covering in intimate contact with concrete surface. Secure to avoid displacement.
 - 4. Do not use plastic sheeting directly on surfaces that will be exposed to view when in service.
- C. Compound Cure: Curing compounds shall be applied immediately following last finishing operations.
 - 1. Apply curing compound at rate stated by manufacturer to conform with moisture-retention requirements specified, using second, immediate application at right angles to first. Reapply if damaged by rain.
 - 2. Apply additional coat near substantial completion to act as sealer.
 - 3. Use curing compounds only in locations permitted or required. Do not apply to surfaces to receive other finishes, coatings, or coverings.
- D. Hardening Compound: Apply to concrete after initial water cure and seasoning of the concrete as recommended by manufacturer. Apply two or more applications as recommended by manufacturer to achieve maximum hardness.
- E. Avoid rapid drying at end of curing period.
- F. During and following curing period, protect concrete from temperature changes of adjacent air in excess of 5 degrees F per hour and 50 degrees F per 24 hours. Progressively adjust protective measures to provide uniform temperature changes over entire concrete surface.

3.11 JOINT FILLER

- A. Concrete surfaces shall be fully cured (minimum 120 days).

- B. Fill full depth of crack for proper load transfer.
- C. Install in strict accordance with manufacturer's instructions.

3.12 REMOVAL OF FORMS AND SUPPORTS

- A. Non-Load-Bearing Formwork: Provided that concrete has hardened sufficiently that it will not be damaged, forms not actually supporting weight of concrete or weight of soffit may be removed after concrete has cured at not less than 50 degrees F for 24 hours. Maintain curing and protection operations after form removal.

3.13 MISCELLANEOUS CONCRETE ITEMS

- A. Fill in holes and openings left in concrete structures for passage of work by other trades after such work is in place. Place such fill-in concrete to blend with existing construction, using same mix and curing methods.
- B. Provide machine and equipment bases and foundations, as indicated on drawings. Set anchor bolts at correct elevations, complying with diagrams or templates of equipment manufacturer.
- C. Provide concrete grout for reinforced masonry where indicated on drawings and as scheduled.

3.14 CONCRETE REPAIRS

- A. Patch tie holes, honeycomb, and other surface imperfections in accordance with ACI 301 and as directed by the Architect/Engineer.
- B. Defective concrete is defined as concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete or surface imperfections shall be as determined by the Architect/Engineer.
- D. Do not patch, fill, touch-up, repair, or replace any concrete except upon specific approval of methods and materials by the Architect/Engineer for each individual area.

3.15 REMOVAL OF EXISTING CONCRETE

- A. Saw cut surfaces or drill holes at regular intervals sufficient to establish a fracture plane for removal by power tools.
- B. Salvage all existing reinforcing; do not cut away until specifically directed by the Architect/Engineer, or as shown on the Drawings.
- C. New work bonded to existing work:
 - 1. Clean and roughen existing surface by sandblasting, water-blasting, scabber, or other approved method.
 - 2. Embed dowels and reinforcing as detailed on the Drawings.
 - 3. Coat surface with bonding agent applied in strict accordance with manufacturer's instructions.
- D. Existing work cut away for new work.
 - 1. Saw cutting and removal shall continue to within 1/4" of the finished surface. The final

- 1/4" removal shall be completed by grinding to the final surface.
2. Cut existing reinforcing bars 1/2" below the surface. Coat with anti-corrosion protective coating. Grout holes.
3. Provide bond breaker where new concrete work is adjacent to existing work but structurally separate.

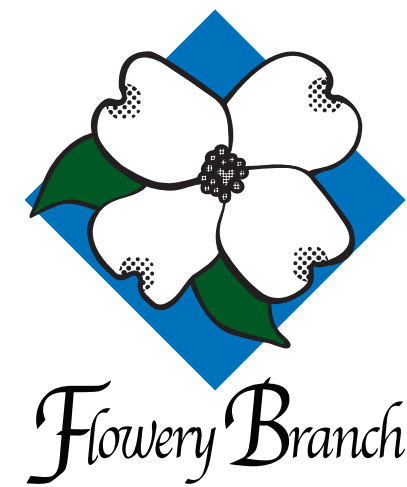
3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Composite Sampling and Making and Curing of Specimens: ASTM C 172 and ASTM C 31.
 1. Take samples at point of discharge.
 2. For pumped concrete, perform sampling and testing at the frequencies specified herein at point of delivery to pump, and perform additional sampling and testing at the same frequency at discharge from line. Results obtained at discharge from line shall be used for acceptance of concrete.
- B. Slump: ASTM C 143. One test per batch. Modify sampling to comply with ASTM C 94.
- C. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.
- D. Concrete Temperature: One test per strength test.
- E. Compressive Strength Tests: ASTM C 39.
 1. Mold and cure one set of 4 standard cylinders for each compressive strength test required.
 2. Obtain samples on a statistically sound, random basis, minimum frequency as follows:
 - a. One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
 - b. One set per 3500 square feet of slab or wall area or fraction thereof for each day's pour of each concrete class.
 - c. When the above testing frequency would provide fewer than 5 strength tests for a given class of concrete during the project, conduct testing from not less than 5 randomly selected batches, or from each batch if fewer than 5.
 3. Test Schedule:
 - a. Test one specimen per set at 7 days for information unless an earlier age is required.
 - b. Test two specimens per set for acceptance of strength potential; test at 28 days unless other age is specified. The test result shall be the average of the two specimens. If one specimen shows evidence of improper sampling, molding, or testing, the test result shall be the result of the remaining specimen.
 - c. Retain one specimen from each set for later testing, if required.
 4. Strength potential of as-delivered concrete will be considered acceptable if all of the following criteria are met:
 - a. No individual test result falls below specified compressive strength by more than 500 psi.
 - b. Not more than 10 percent of individual test results fall below specified compressive strength $f'(c)$.
 - c. Average of any 3 consecutive strength test results equals or exceeds specified compressive strength $f'(c)$.
 5. Testing for evaluation of field curing:
 - a. Frequency: One field set of specimens per strength acceptance test.
 - b. Mold specimens from same sample used for strength acceptance tests. Field-cure, and test at same age as for strength acceptance tests.
 - c. Evaluate construction and curing procedures and implement corrective action

when strength results for field-cured specimens are less than 85 percent of test values for companion laboratory-cured specimens.

- F. Test Results: Testing agency shall report test results in writing to Architect/Engineer and contractor within 24 hours of test.
1. Test reports shall contain the following data:
 - d. Project name, number, and other identification.
 - e. Name of concrete testing agency.
 - f. Date and time of sampling.
 - g. Concrete type and class.
 - h. Location of concrete batch in the completed work.
 - i. All information required by respective ASTM test methods.
 2. Nondestructive testing devices such as impact hammer or sonoscope may be used at Architect's/Engineer's option for assistance in determining probable concrete strength at various locations or for selecting areas to be cored, but such tests shall not be the sole basis for acceptance or rejection.
 3. The testing agency shall make additional tests of in-place concrete as directed by the Architect/Engineer when test results indicate that specified strength and other concrete characteristics have not been attained.
 - a. Testing agency may conduct tests of cored cylinders complying with ASTM C 42, or tests as directed.
 - b. Cost of additional testing shall be borne by the Contractor when unacceptable concrete has been verified.

END OF SECTION 03300

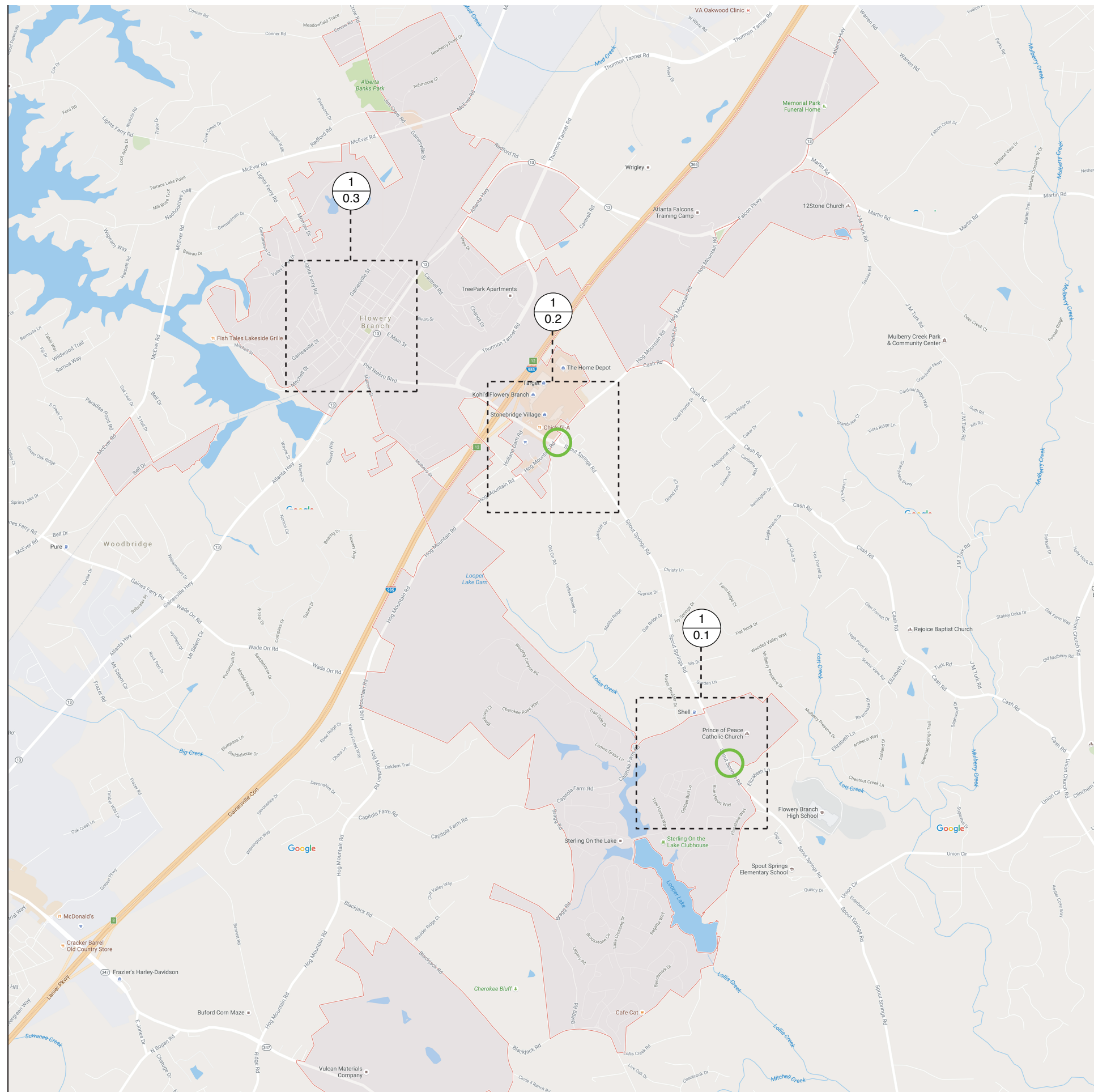


City of Flowery Branch
SIGNAGE + WAYFINDING
DESIGN INTENT BID DOCUMENTS
REV_1
11.03.2020

650 West Peachtree Street NW,
Atlanta, Georgia 30308

skydesign

55 Ivan Allen Jr. Boulevard, Suite 100
Atlanta, GA 30308
404.688.4702



SIGN TYPE LEGEND

-  A. PRIMARY GATEWAY
-  B. VEHICULAR DIRECTIONAL
-  C. BUILDING/SITE ID
-  D. BUILDING/SITE ID (SMALL)
-  E. PUBLIC PARKING ID
-  F. PEDESTRIAN INFO KIOSK
-  G. REGULATORY
-  H. PEDESTRIAN DIRECTIONAL

NEW STREETNAME AND REGULATORY SIGNAGE
(i.e. STOP, SPEED LIMIT, YIELD ETC.) TO REPLACE
EXISTING LOCATIONS AS NEEDED

SIGN TYPES ARE NOT INDICATED IN SCALE. FOR GENERAL PLACEMENT ONLY.

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sky design

PROJECT NO: 31336.00

TITLE: City of Flowery Branch

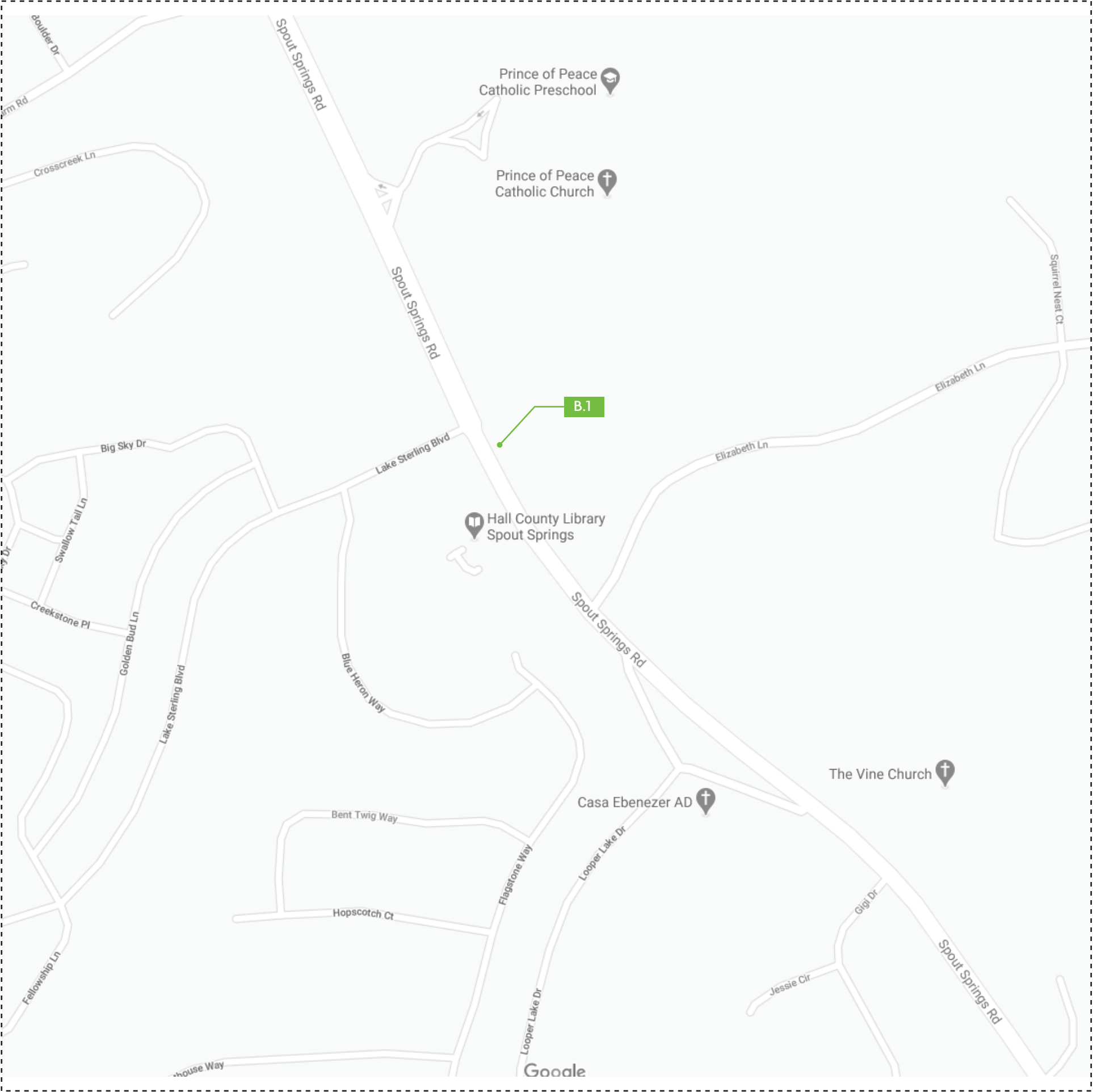
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ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

# 0	08.02.19	GW/TC
# 1	11.03.20	AM/TC

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1 SPOUT SPRINGS - Sign Location Plan
SCALE: NTS

SIGN TYPE LEGEND

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B. VEHICULAR DIRECTIONAL

C. BUILDING/SITE ID

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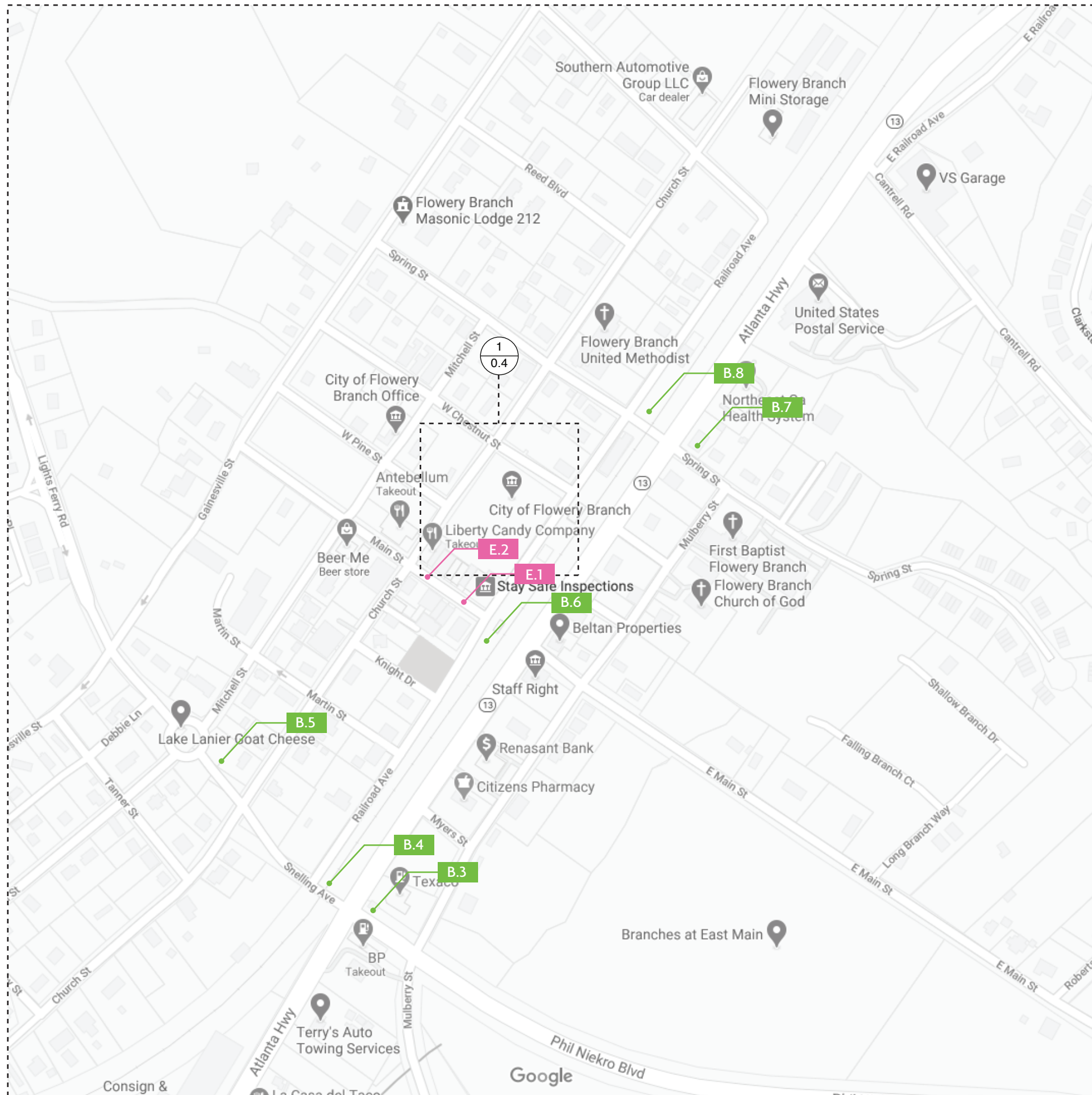
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PROJECT NO: 31336.00		
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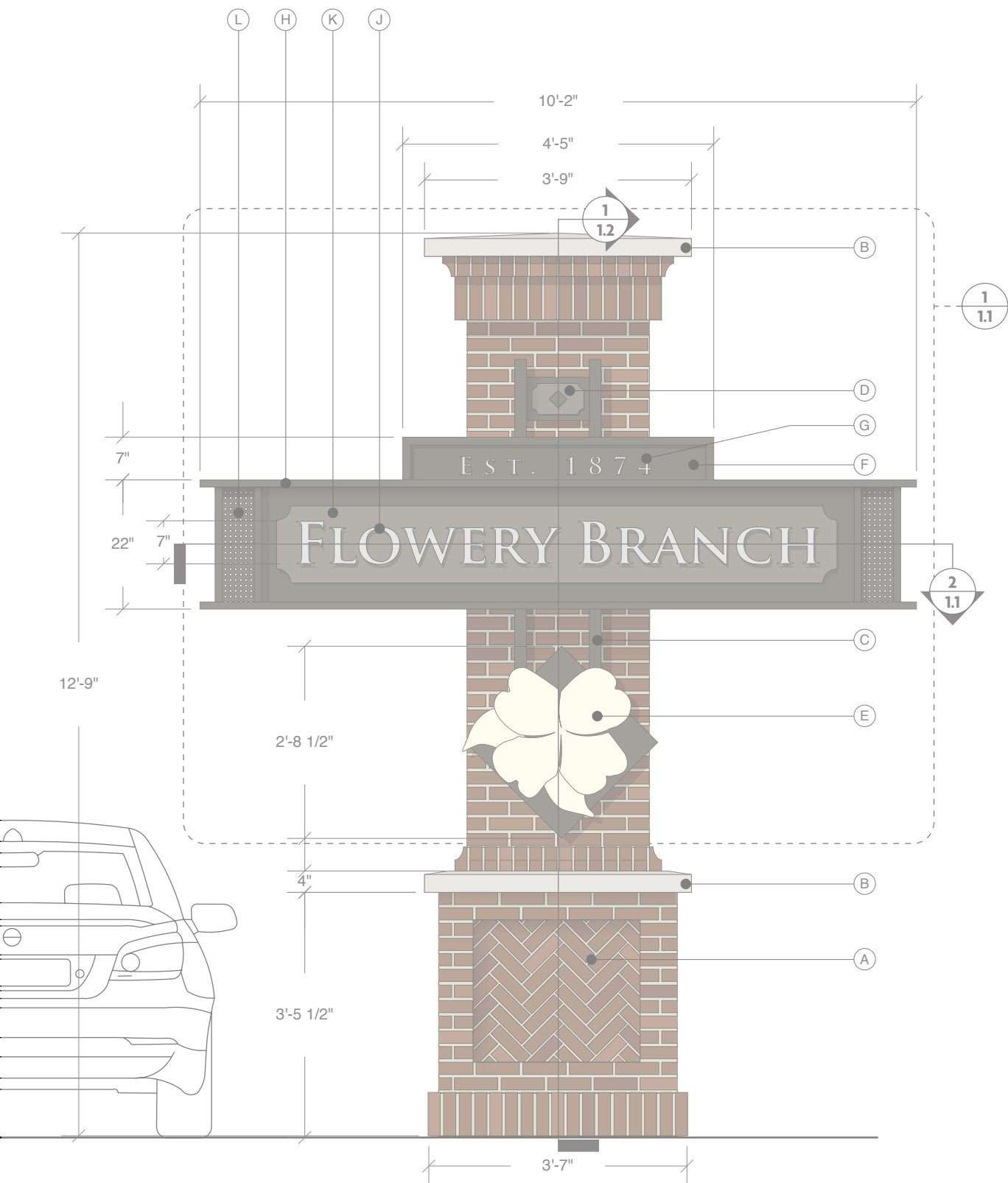
skydesign



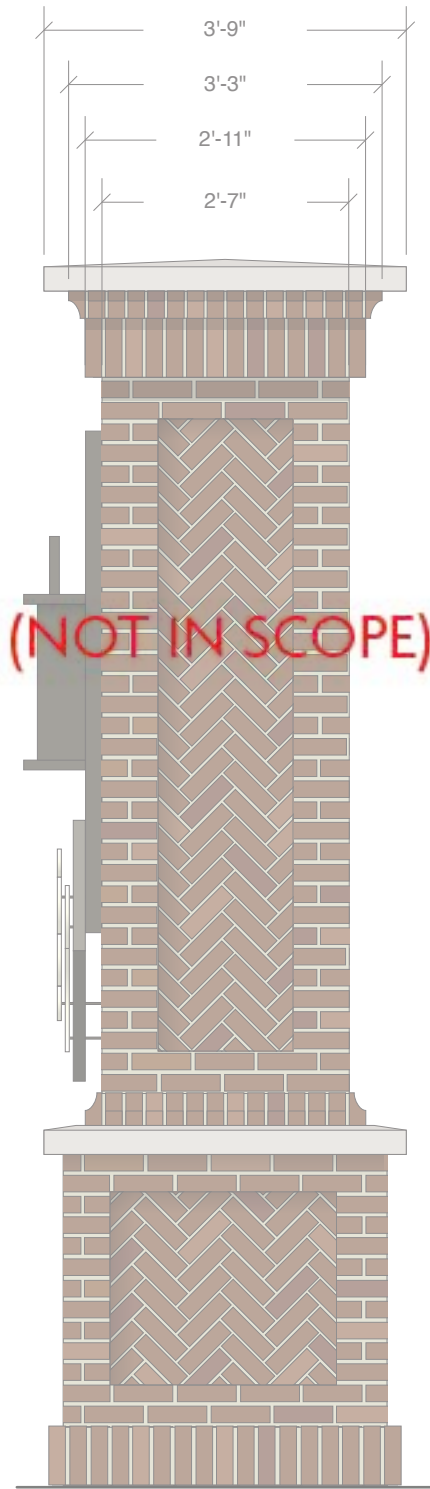
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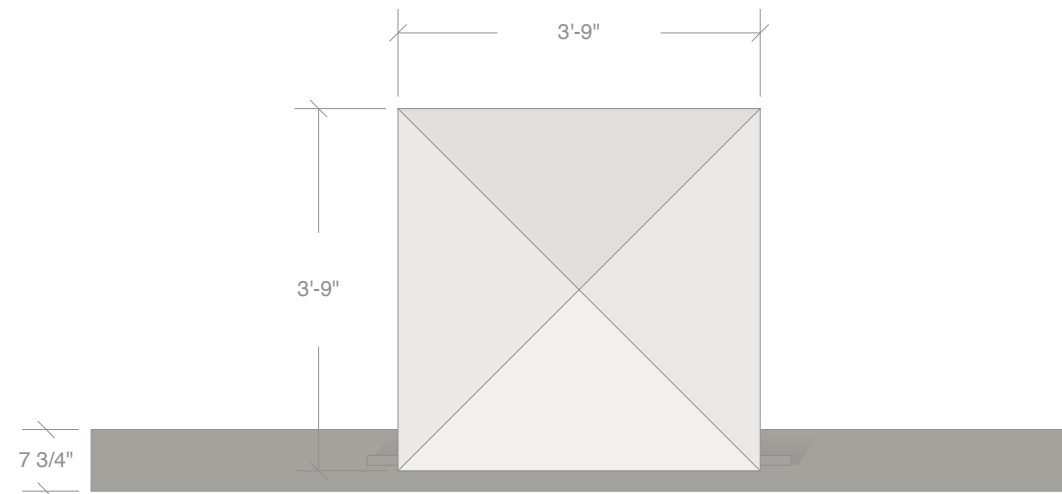
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1 FRONT ELEVATION - PRIMARY GATEWAY
SCALE: 1/2" = 1'-0"



2 SIDE ELEVATION - PRIMARY GATEWAY
SCALE: 1/2" = 1'-0"



3 PLAN VIEW - PRIMARY GATEWAY
SCALE: 1/2" = 1'-0"

MATERIALS & SPECIFICATIONS

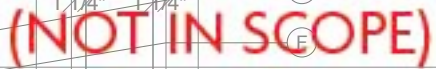
- A - MASONRY COLUMN CLAD WITH BRICK WITH RECESSED HERRING BONE BRICK PATTERN, **B1**
- B - PRECAST STONE CAP, **PC1**
- C - 2" SQUARE ALUMINUM TUBE VERTICAL RAILS, PAINTED **P1**
- D - FABRICATED ALUMINUM ACCENT DETAIL, PAINTED **P1 & P2**
- E - FABRICATED DIMENSIONAL ALUMINUM FLOWER LOGO, PAINTED **P1 & P4**
- F - FABRICATED ALUMINUM FRAME WITH RECESSED FACE PANEL, PAINTED **P1**
- G - .25" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- H - FABRICATED DIMENSIONAL ALUMINUM RAILS, PAINTED **P1**
- J - .5" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- K - FABRICATED DIMENSIONAL ALUMINUM CABINET, PAINTED **P2**
- L - .125" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.5" DIAM. HOLES ON .75" CENTERS), PAINTED **P1**

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (1) SIDED



1 FRONT ELEVATION (DETAIL) - PRIMARY GATEWAY
SCALE: 3/4" = 1'-0"

MATERIALS & SPECIFICATIONS

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55 IVAN ALLEN JR. BLVD, SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

PROJECT NO: 31336.00

TITLE: City of Flowery Branch

SIGN TYPE: A. Primary Gateway

ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

0 08.02.19 GW/TC

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SECTION VIEW - PRIMARY GATEWAY

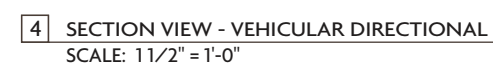
2 SECTION VIEW - PRIMARY GATEWAY
SCALE: 3/4" = 1'-0"

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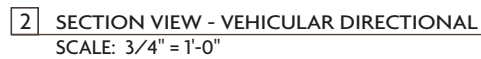
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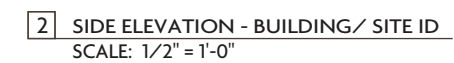
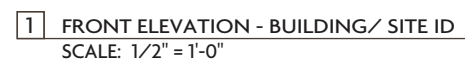
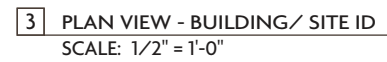
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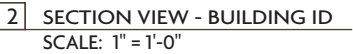
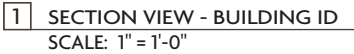


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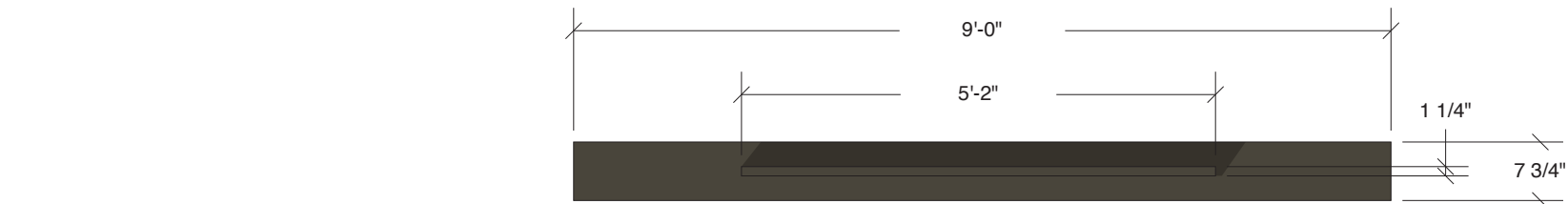
1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING



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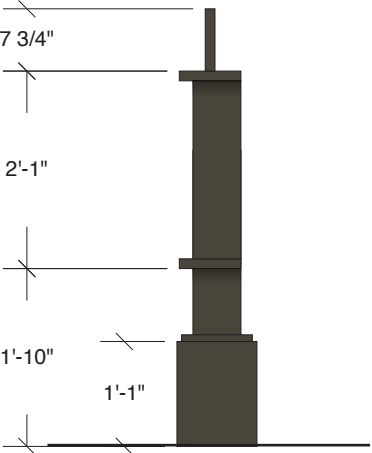


3 PLAN VIEW - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"

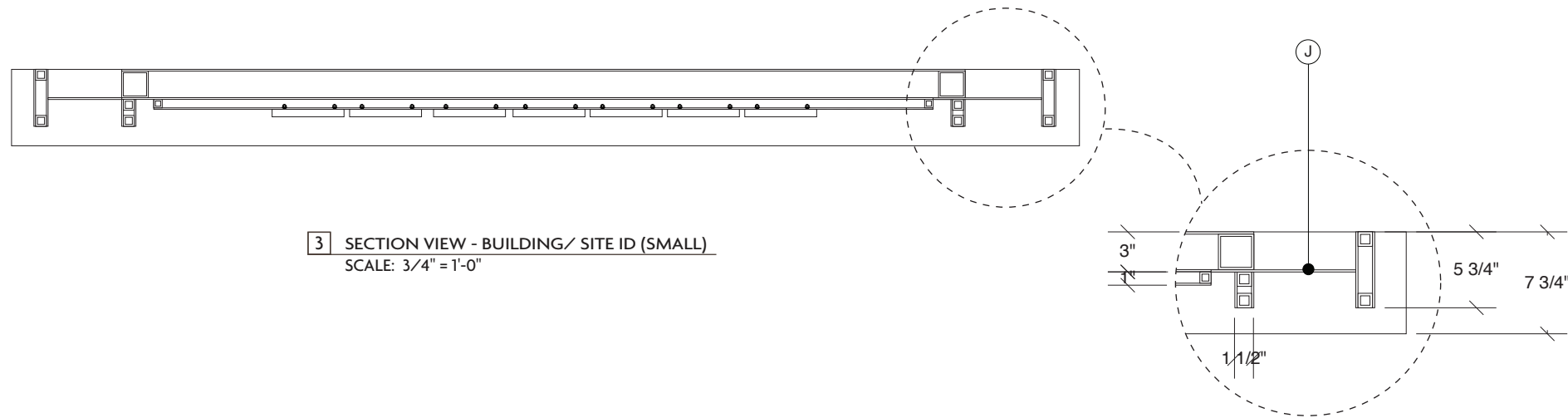
MATERIALS & SPECIFICATIONS	
A	- 6" SQUARE ALUMINUM POST, PAINTED P1
B	- FABRICATED ALUMINUM BASE, PAINTED P1
C	- 1"x 3" ALUMINUM TUBE CURVED BRACE, PAINTED P1
D	- FABRICATED ALUMINUM FRAME WITH RECESSED FACE PANEL, PAINTED P1
E	- .25" THICK WATERJET CUT ALUMINUM LETTERS WITH PAINTED FINISH P1 AND APPLIED VINYL FACE V1
F	- FABRICATED DIMENSIONAL ALUMINUM RAILS, PAINTED P1
G	- .5" THICK WATERJET CUT ALUMINUM LETTERS WITH PAINTED FINISH P1 AND APPLIED VINYL FACE V1
H	- FABRICATED DIMENSIONAL ALUMINUM CABINET, PAINTED P2
J	- .125" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.5" DIAM. HOLES ON .75" CENTERS), PAINTED P1
INSTALL:	
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- BACKFILL AS REQUIRED	
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER	
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1 FRONT ELEVATION - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"



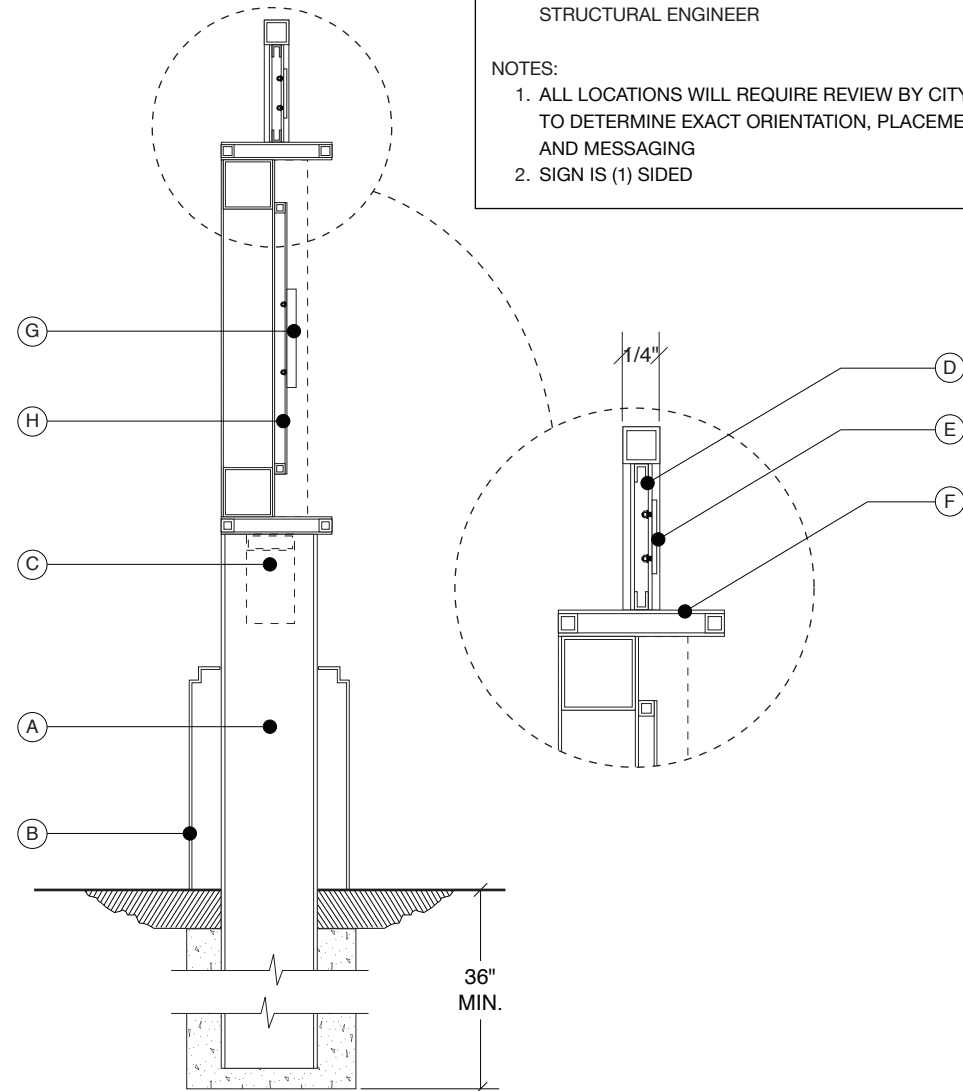
2 SIDE ELEVATION - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"



3 SECTION VIEW - BUILDING/ SITE ID (SMALL)
SCALE: 3/4" = 1'-0"



1 FRONT ELEVATION (DETAIL) - BUILDING/ SITE ID (SMALL)
SCALE: 3/4" = 1'-0"



2 SECTION VIEW - BUILDING/ SITE ID (SMALL)
SCALE: 1" = 1'-0"

MATERIALS & SPECIFICATIONS

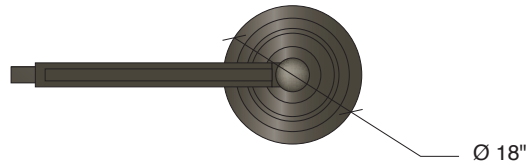
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INSTALL:

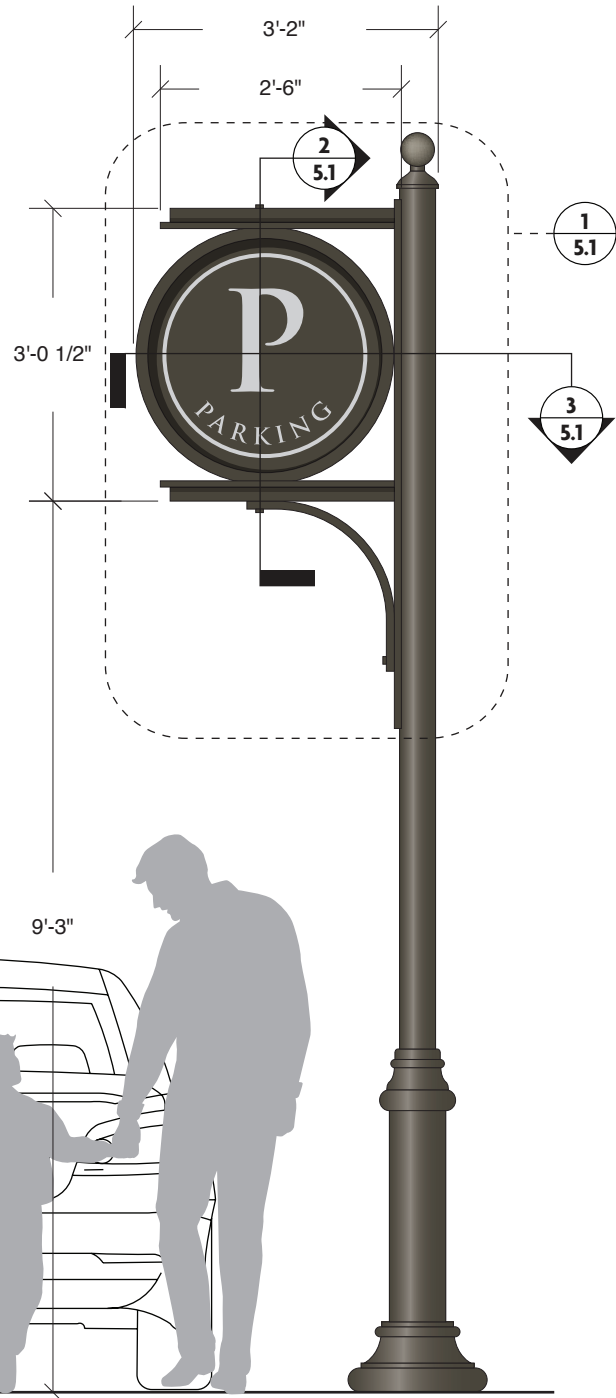
- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

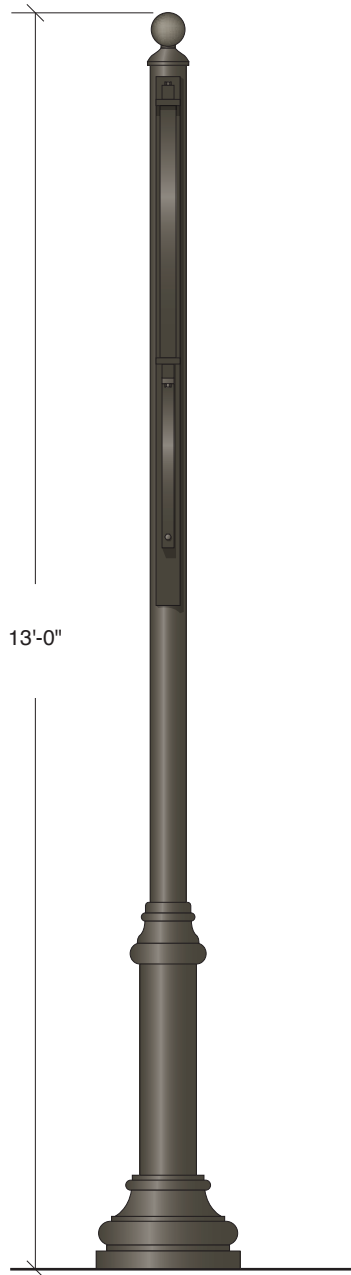
1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (1) SIDED



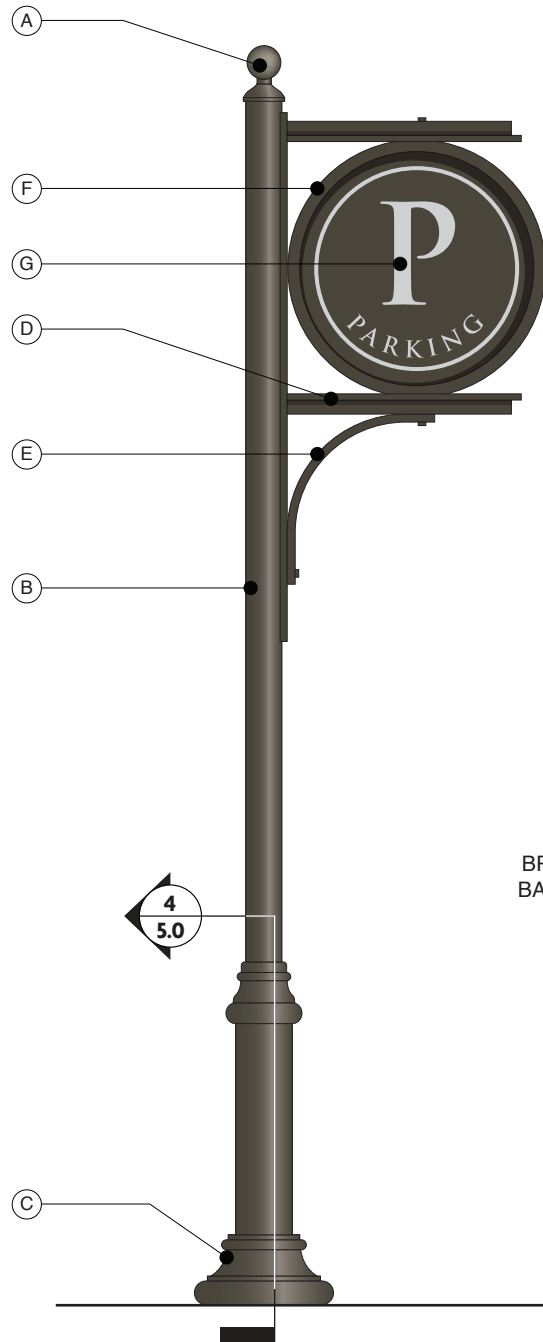
5 PLAN VIEW - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"



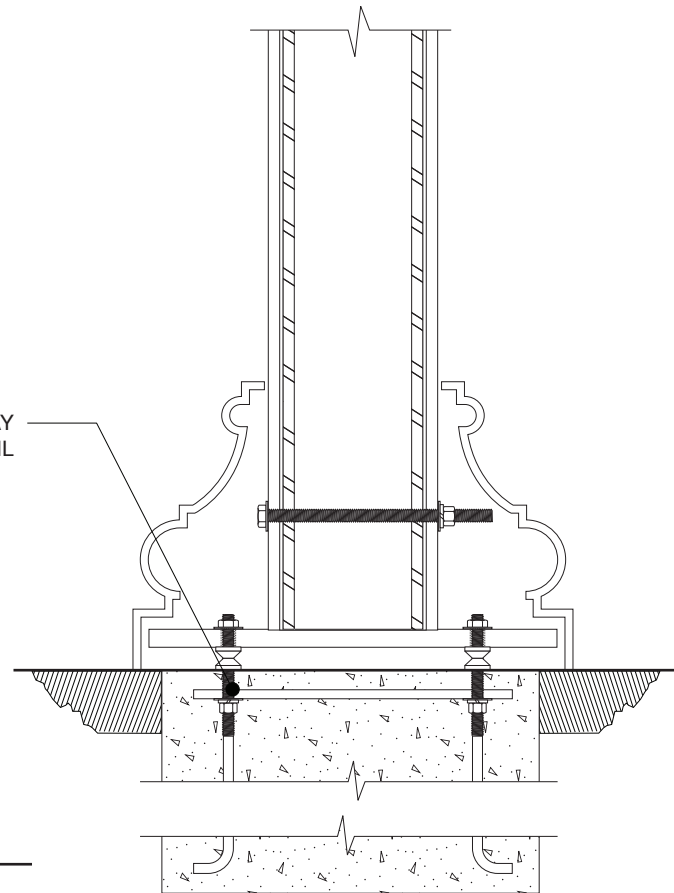
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SCALE: 1/2" = 1'-0"



2 SIDE ELEVATIONS - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"



3 REAR ELEVATION - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"



4 SECTION VIEW - VEHICULAR DIRECTIONAL
SCALE: 1 1/2" = 1'-0"

MATERIALS & SPECIFICATIONS

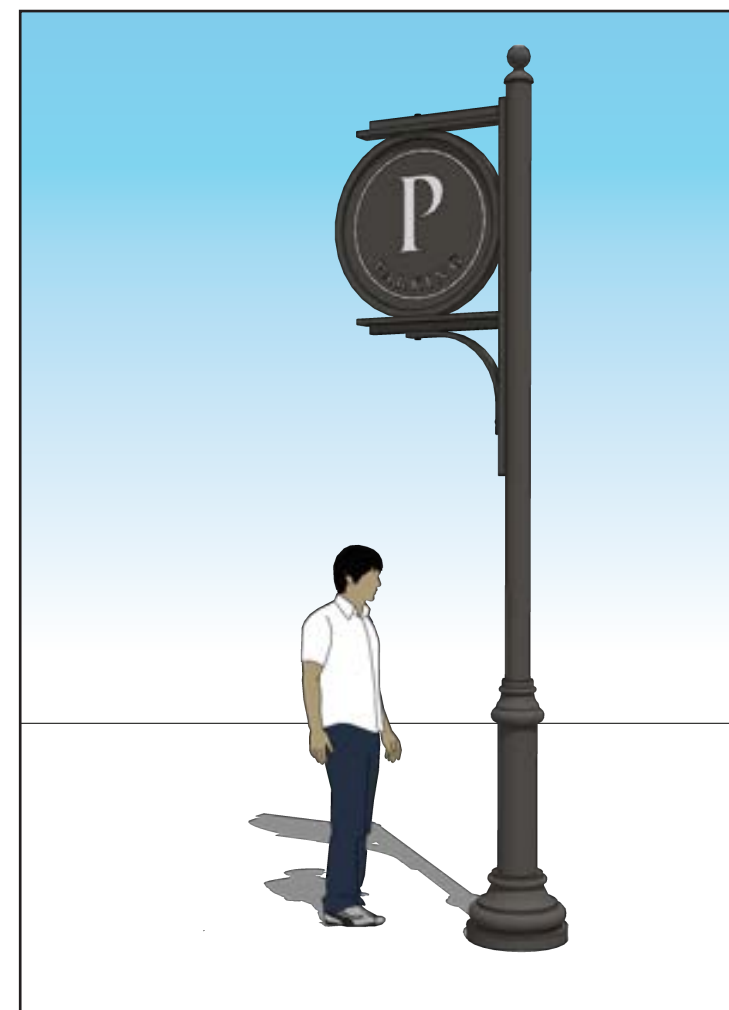
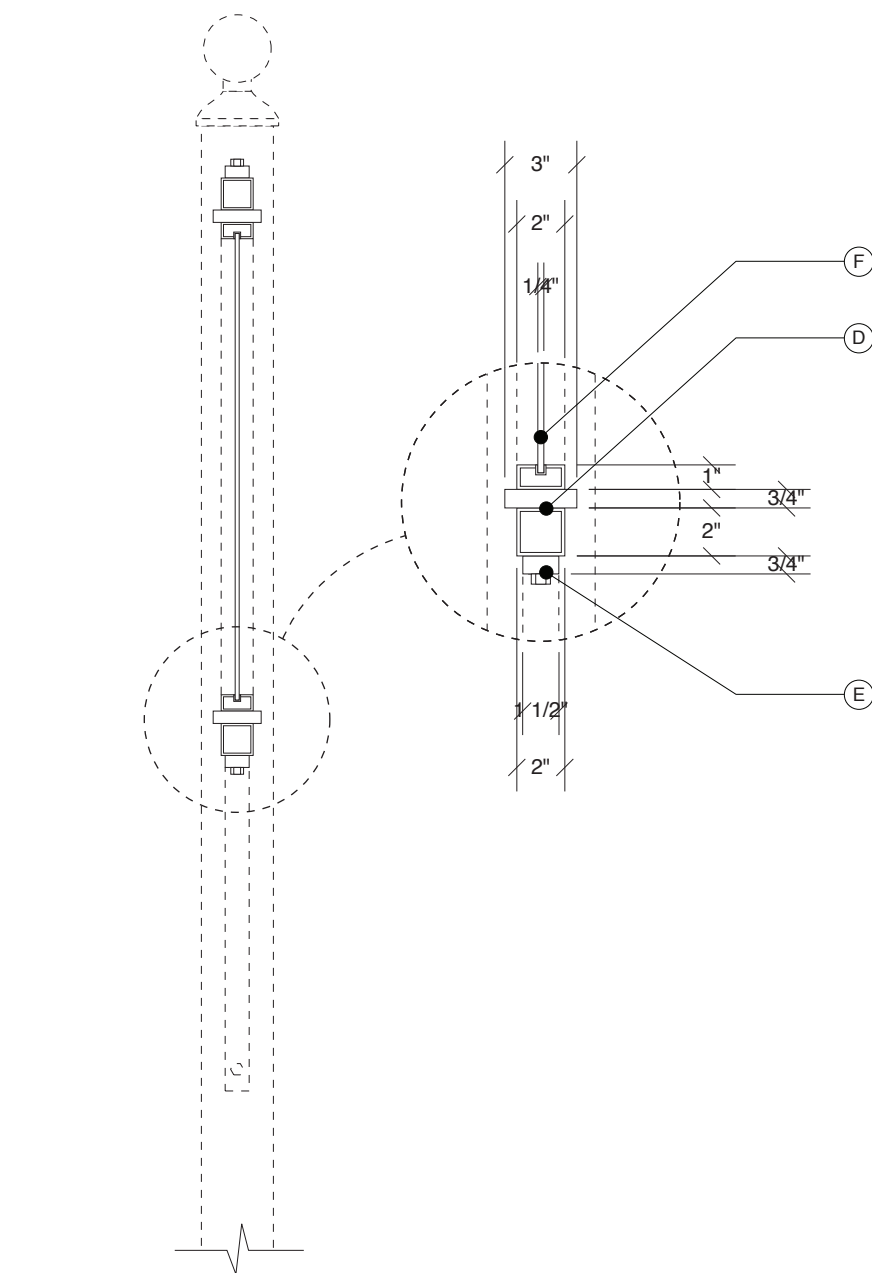
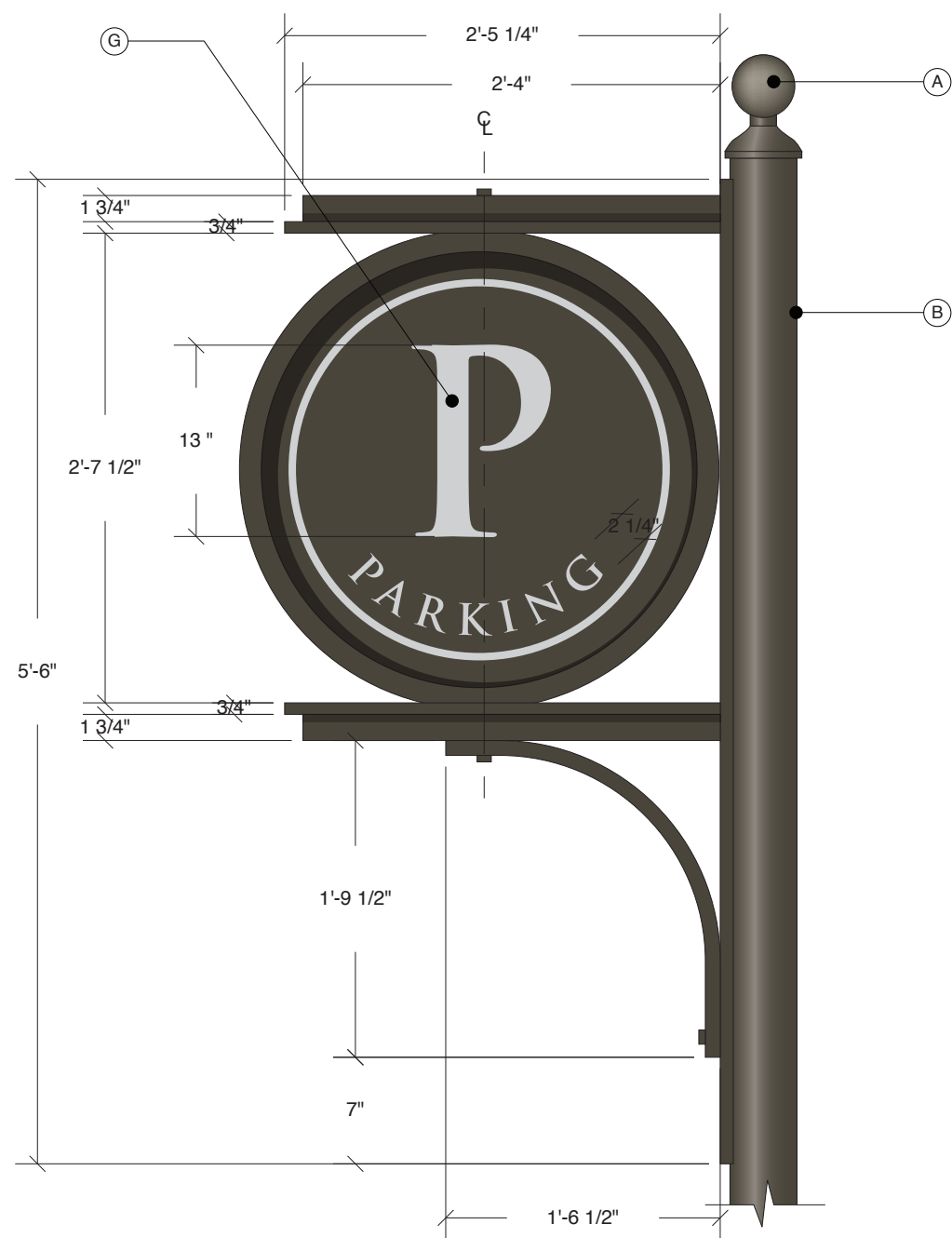
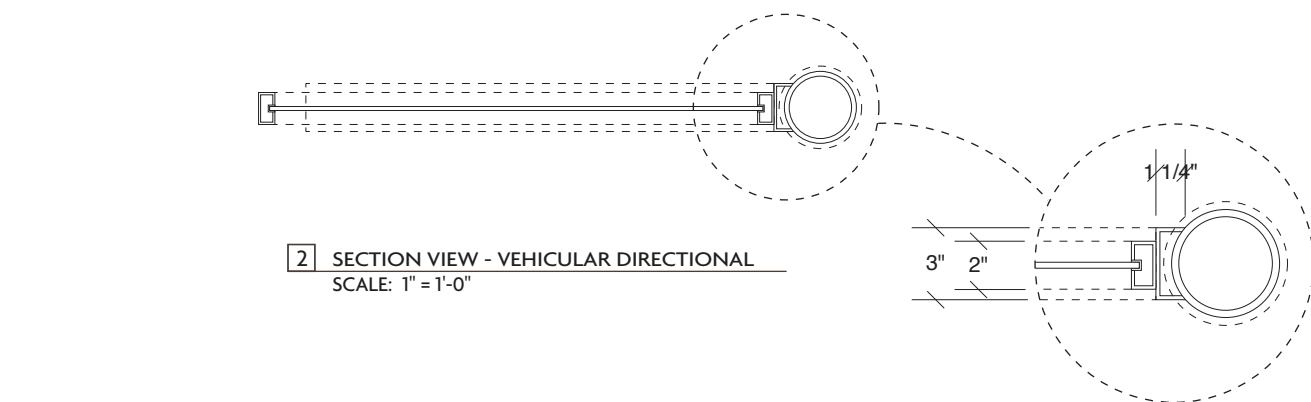
- A - 4" BALL FINIAL
- B - KING LUMINAIRE CANTERBURY STYLE ROUND EXTRUDED POLE KM90RF-13, WITH FACTORY PAINTED FINISH **P1**
- C - KING LUMINAIRE CANTERBURY STYLE TWO PART BASE, WITH FACTORY PAINTED FINISH **P1**
- D - FABRICATED ALUMINUM BRACKET ARM, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - FABRICATED DIMENSIONAL ALUMINUM MEDALLION WITH INSET .25" SIGN FACE, PAINTED **P1**
- G - APPLIED VINYL COPY AND DECORATIVE BORDER, **V1**

INSTALL:

- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- STRUCTURAL STEEL BREAKWAY POST TO BE SET IN CONCRETE (36" MIN.)

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING



MATERIALS & SPECIFICATIONS

- A - 4" BALL FINIAL
- B - KING LUMINAIRE CANTERBURY STYLE ROUND EXTRUDED POLE KM90RF-13, WITH FACTORY PAINTED FINISH **P1**
- C - KING LUMINAIRE CANTERBURY STYLE TWO PART BASE, WITH FACTORY PAINTED FINISH **P1**
- D - FABRICATED ALUMINUM BRACKET ARM, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - FABRICATED DIMENSIONAL ALUMINUM MEDALLION WITH INSET .25" SIGN FACE, PAINTED **P1**
- G - APPLIED VINYL COPY AND DECORATIVE BORDER, **V1**

INSTALL:

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- BACKFILL AS REQUIRED
- STRUCTURAL STEEL BREAKWAY POST TO BE SET IN CONCRETE (36" MIN.)

NOTES:

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55 IVAN ALLEN JR. BLVD. SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

sky design

PROJECT NO: 31336.00

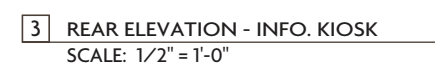
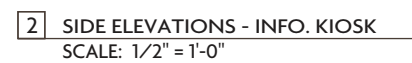
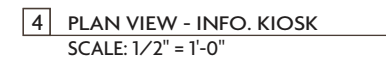
TITLE: City of Flowery Branch

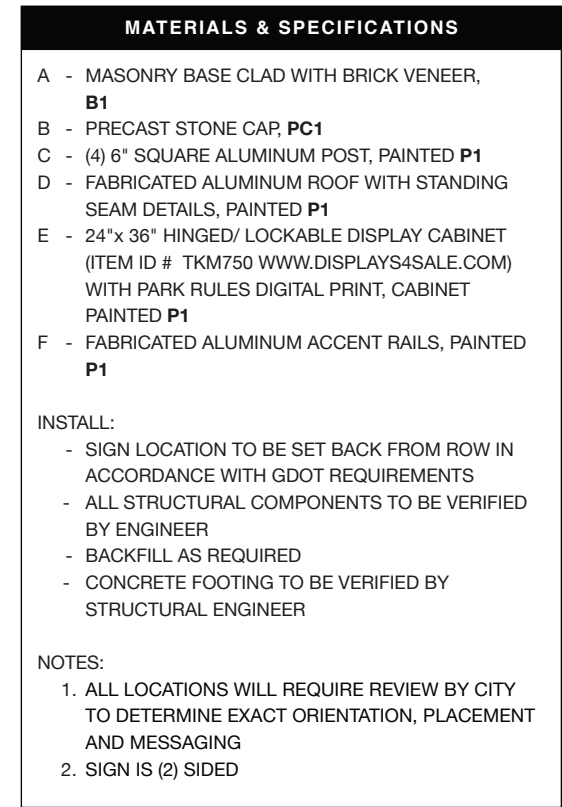
SIGN TYPE: E. Public Parking ID

ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

# 0	08.02.19	GW/TC
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555 IVAN ALLEN JR. BLVD, SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

sky design

PROJECT NO: 31336.00

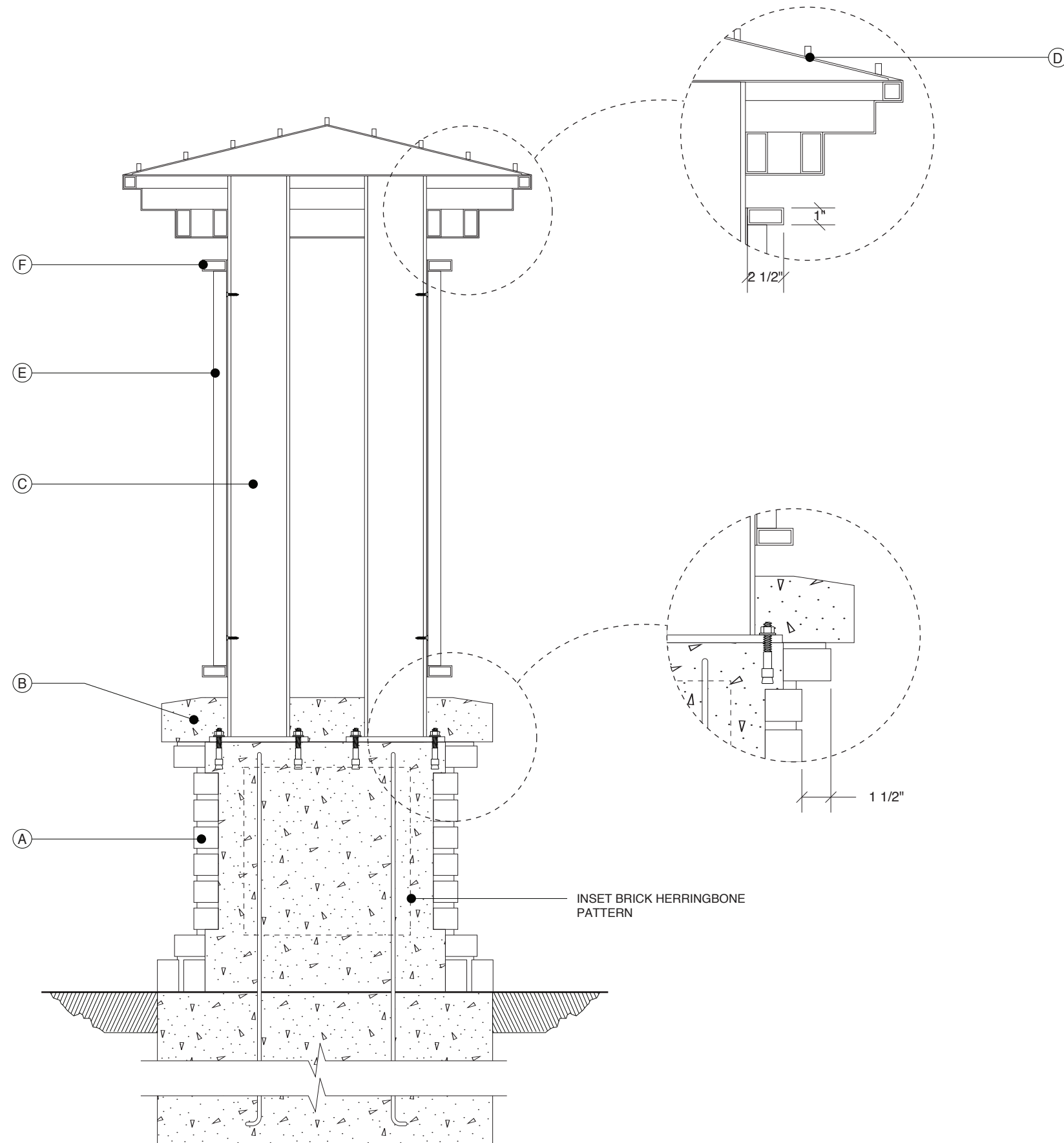
TITLE: City of Flowery Branch

SIGN TYPE: F. Pedestrian Info
Kiosk

ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

# 0	08.02.19	GW/TC
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MATERIALS & SPECIFICATIONS

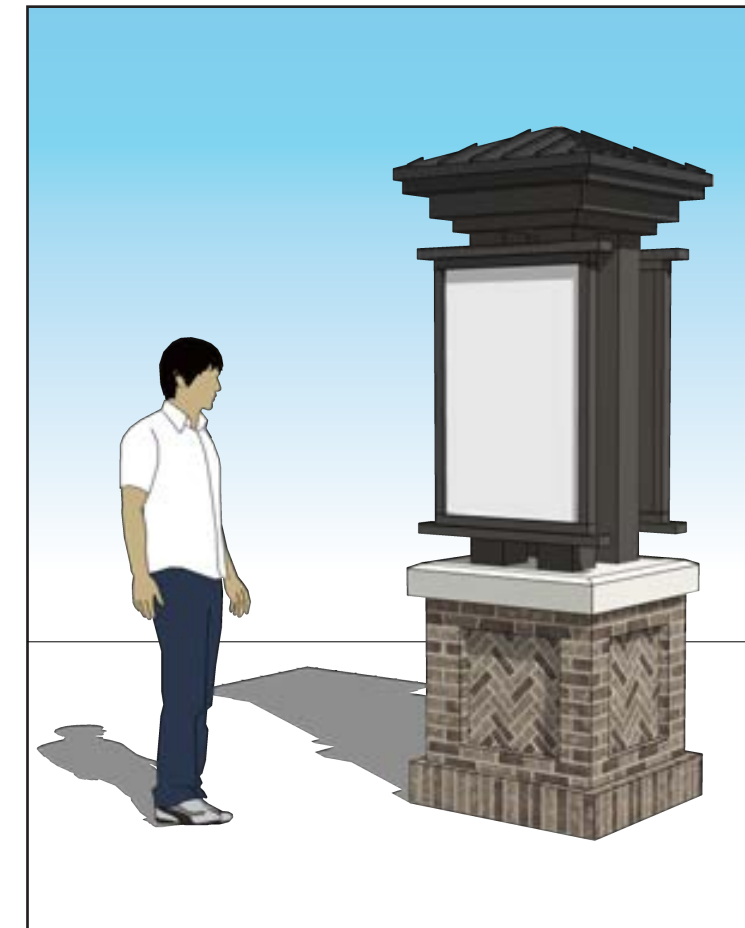
- A - MASONRY BASE CLAD WITH BRICK VENEER,
B1
- B - PRECAST STONE CAP, **PC1**
- C - (4) 6" SQUARE ALUMINUM POST, PAINTED **P1**
- D - FABRICATED ALUMINUM ROOF WITH STANDING
SEAM DETAILS, PAINTED **P1**
- E - 24"x 36" HINGED/ LOCKABLE DISPLAY CABINET
(ITEM ID # TKM750 WWW.DISPLAYS4SALE.COM)
WITH PARK RULES DIGITAL PRINT, CABINET
PAINTED **P1**
- F - FABRICATED ALUMINUM ACCENT RAILS, PAINTED
P1

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
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- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

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2. SIGN IS (2) SIDED



2 INFORMATION KIOSK - 3D MODEL RENDERING
SCALE: NTS

PROJECT NO: 31336.00

TITLE: City of Flowery Branch

SIGN TYPE: F. Pedestrian Info.
Kiosk

ISSUE DATE: 08.02.19

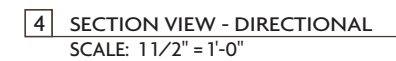
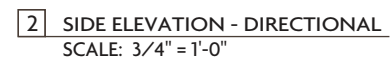
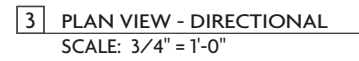
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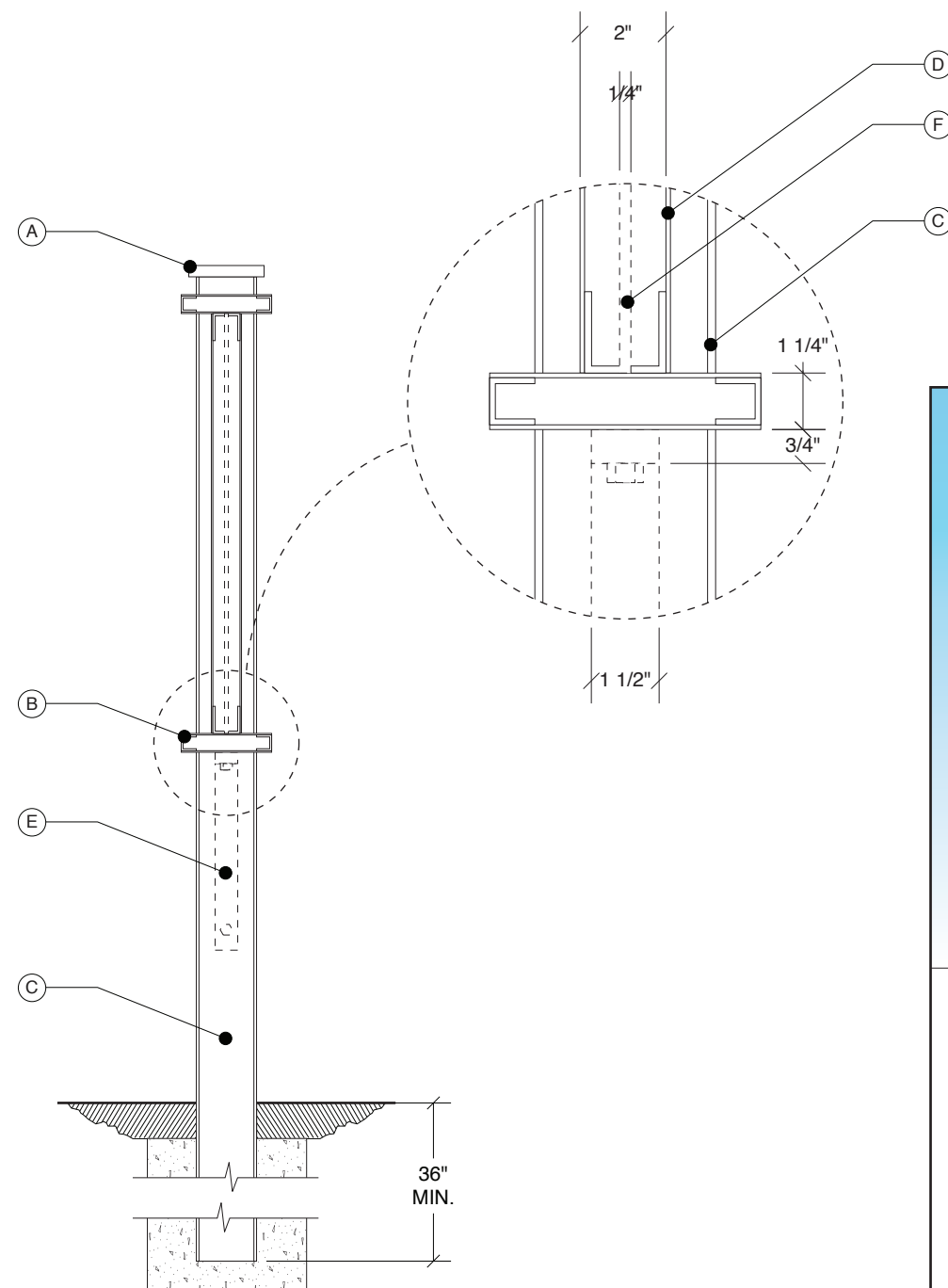
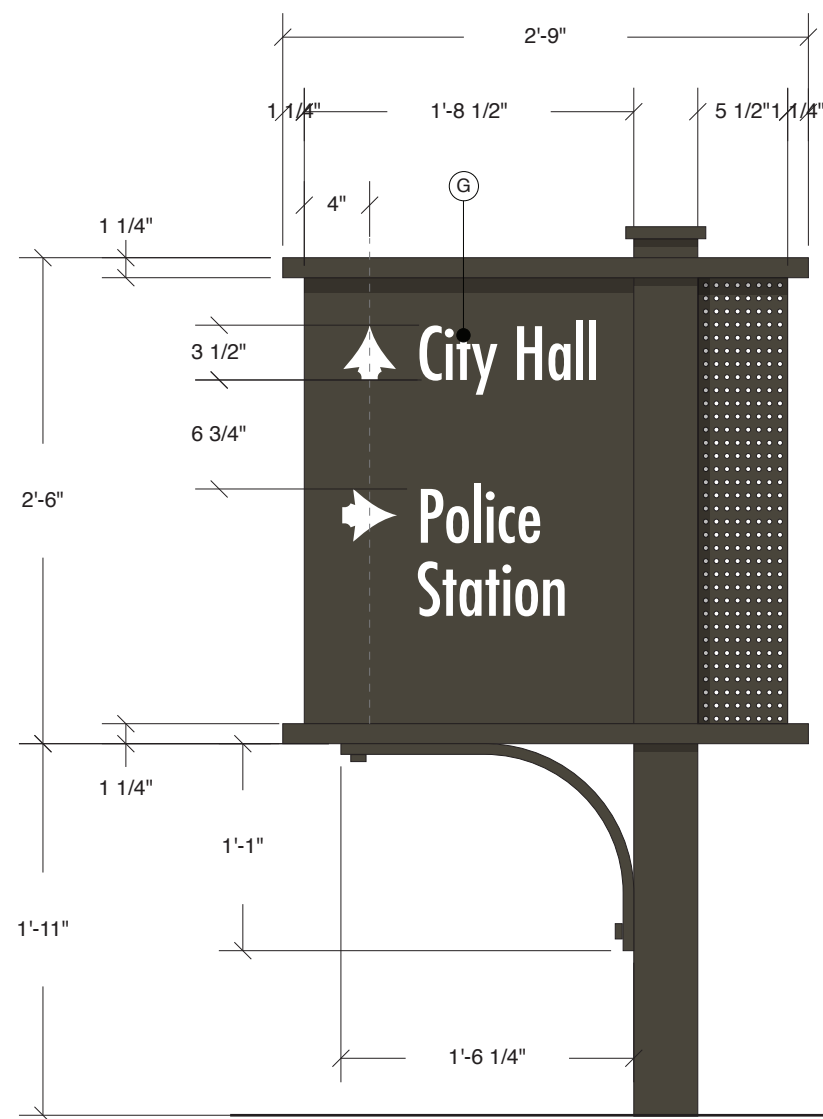
# 0	08.02.19	GW/TC
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1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING

404





MATERIALS & SPECIFICATIONS

- A - .75" THICK ALUMINUM CAP, PAINTED **P1**
- B - FABRICATED ALUMINUM ARM, PAINTED **P1**
- C - 4" SQUARE ALUMINUM POST, PAINTED **P1**
- D - FABRICATED ALUMINUM CABINET, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH
HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - .25" THICK ALUMINUM DECORATIVE SIDE PANEL
WITH PERF. PATTERN (.25" DIAM. HOLES ON .625"
CENTERS), PAINTED **P1**
- G - APPLIED VINYL COPY **V1**

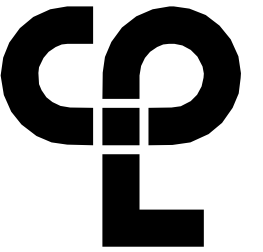
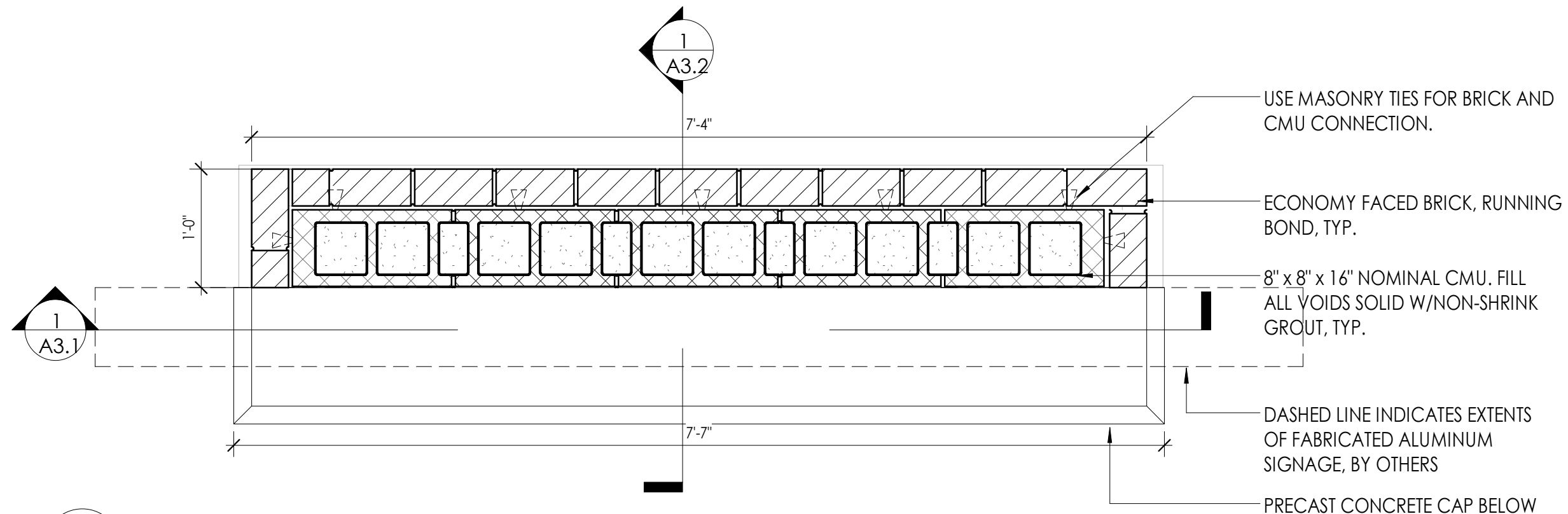
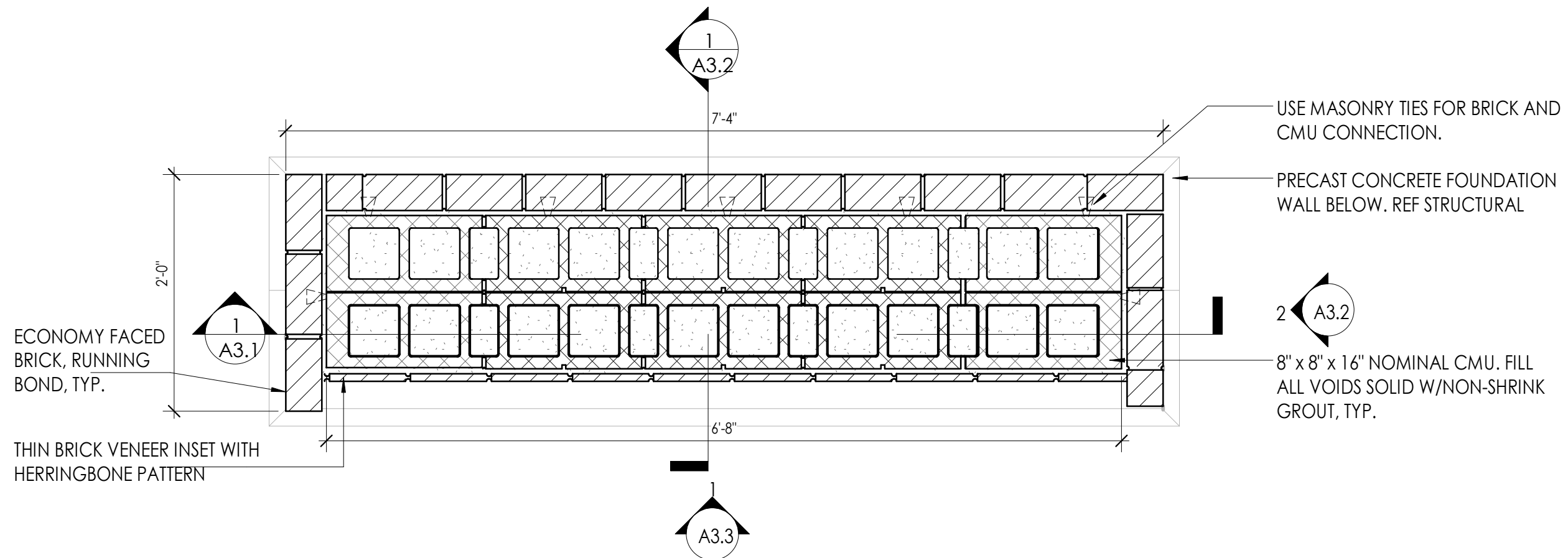
INSTALL:

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2. SIGN IS (2) SIDED

11/5/2020 11:44:13 AM <project location>\D Design\08 CAD\Revit\CENTRAL FILES



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SOUTH CAROLINA | GEORGIA
CPLteam.com

PROJECT INFORMATION

Project Number

15832.00

Client Name

CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

SHEET INFORMATION

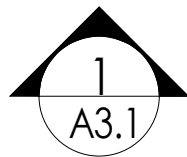
Issue Date

10/2020

Drawing Title

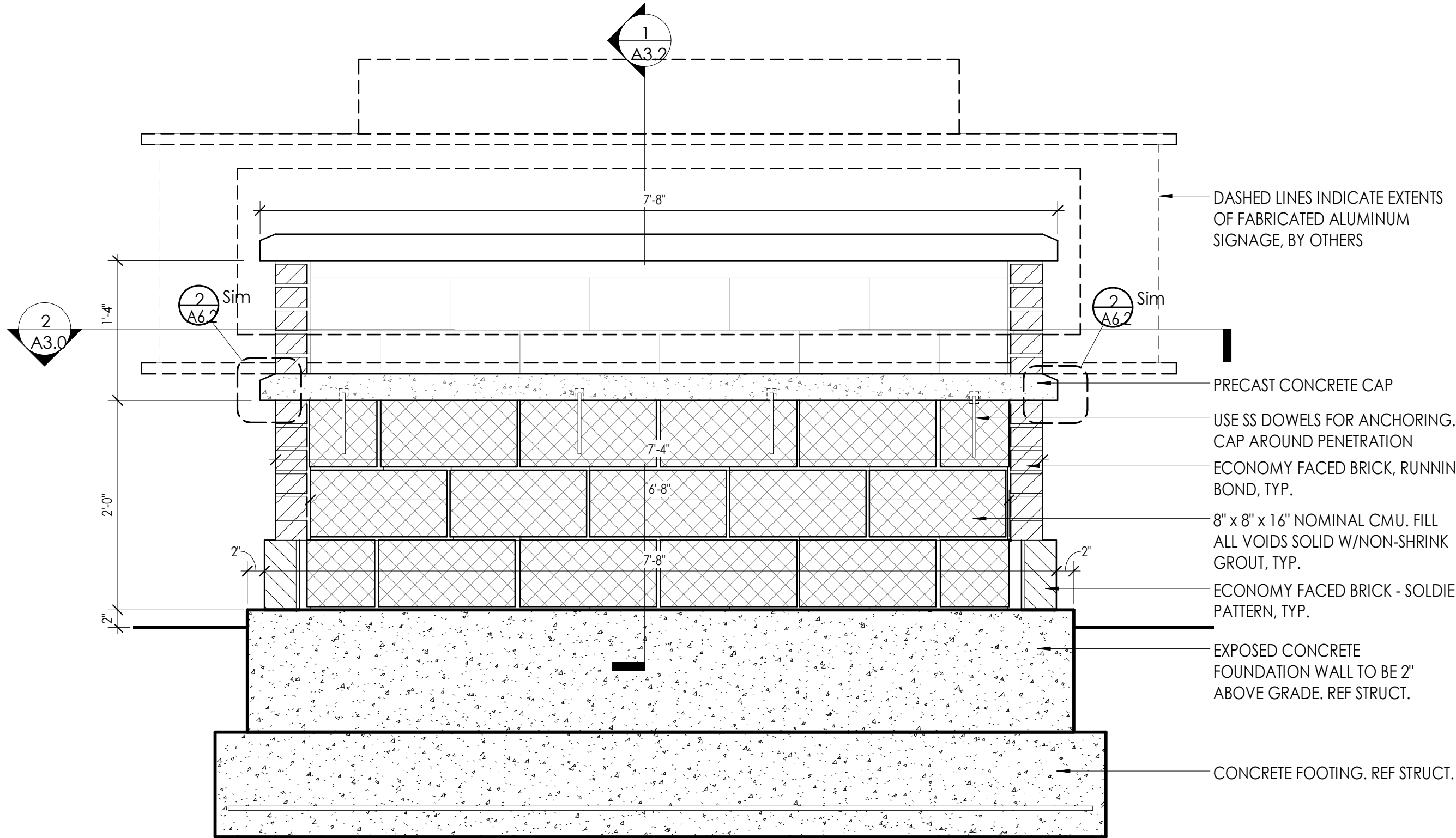
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- PLANS**

11/5/2020 11:44:13 AM <project location>\D Design\08 CAD\Revit\CENTRAL FILES



BUILDING & SITE ID - SECTION

1" = 1'-0"



DASHED LINES INDICATE EXTENTS
OF FABRICATED ALUMINUM
SIGNAGE, BY OTHERS

PRECAST CONCRETE CAP

USE SS DOWELS FOR ANCHORING. SEAL AROUND
CAP AROUND PENETRATION

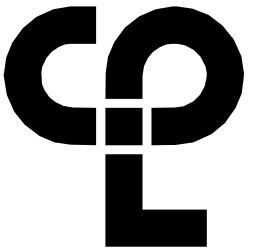
ECONOMY FACED BRICK, RUNNING
BOND, TYP.

8" x 8" x 16" NOMINAL CMU. FILL
ALL VOIDS SOLID W/NON-SHRINK
GROUT, TYP.

ECONOMY FACED BRICK - SOLDIER COURSE
PATTERN, TYP.

EXPOSED CONCRETE
FOUNDATION WALL TO BE 2"
ABOVE GRADE. REF STRUCT.

CONCRETE FOOTING. REF STRUCT.



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PROJECT INFORMATION

Project Number
15832.00

Project Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

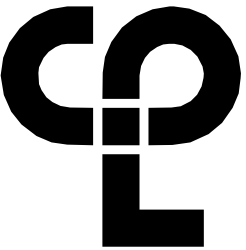
Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
10/2020

Drawing Title
BUILDING AND SITE ID SIGNAGE
- SECTION

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PROJECT INFORMATION

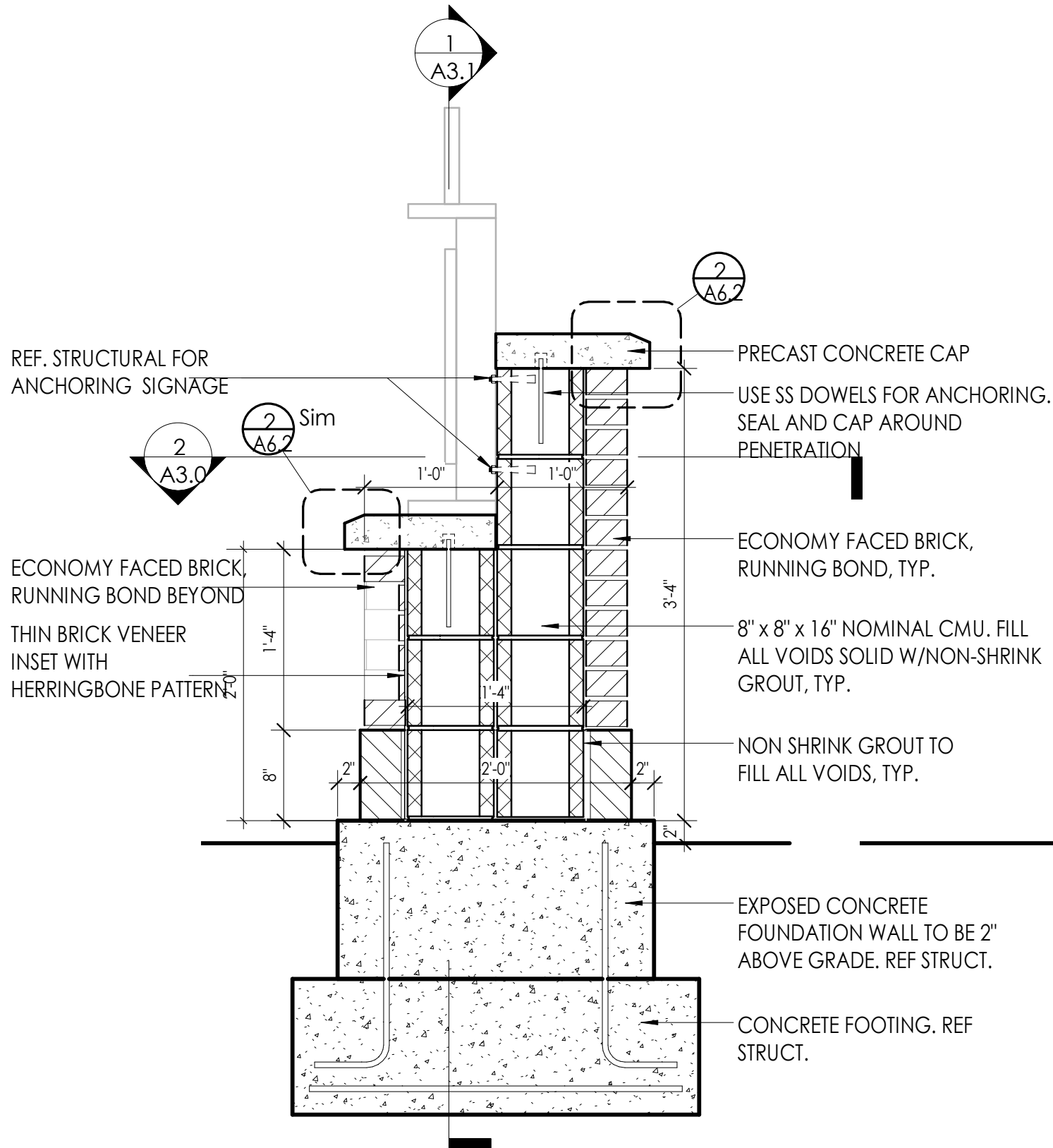
Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

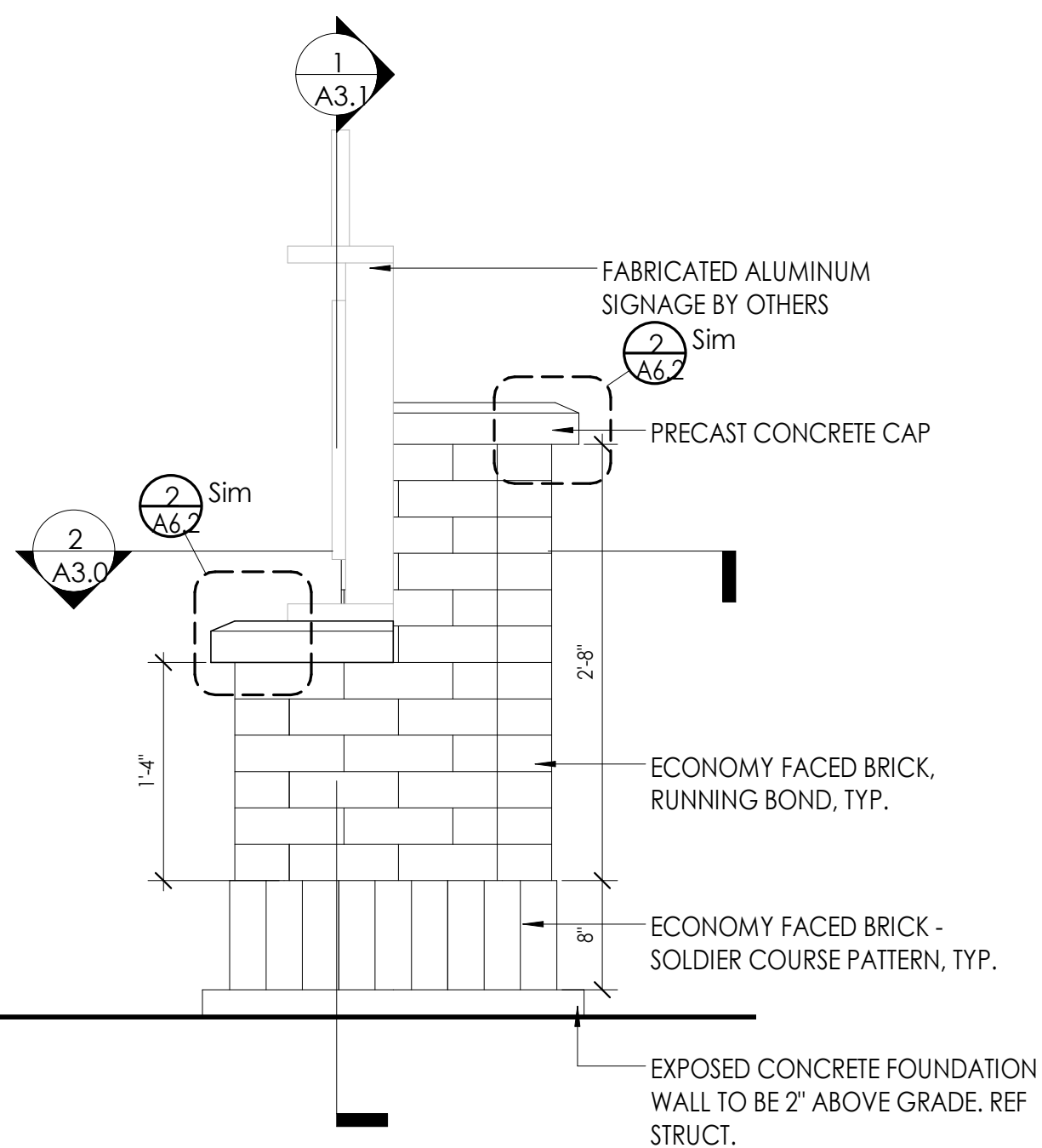
Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
10/2020
Drawing Title
**BUILDING AND SITE ID SIGNAGE
- ELEVATION & SECTION**

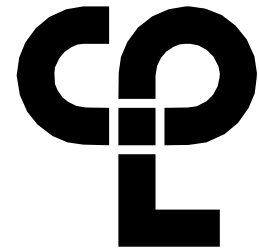


1
A3.2
BUILDING & SITE ID - SECTION
1" = 1'-0"



2
A3.2
BUILDING & SITE ID SIGNAGE - ELEVATION
1" = 1'-0"

11/5/2020 11:44:14 AM <project location>\D Design\08 CAD\Revit\CENTRAL FILES



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PROJECT INFORMATION

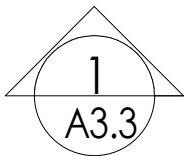
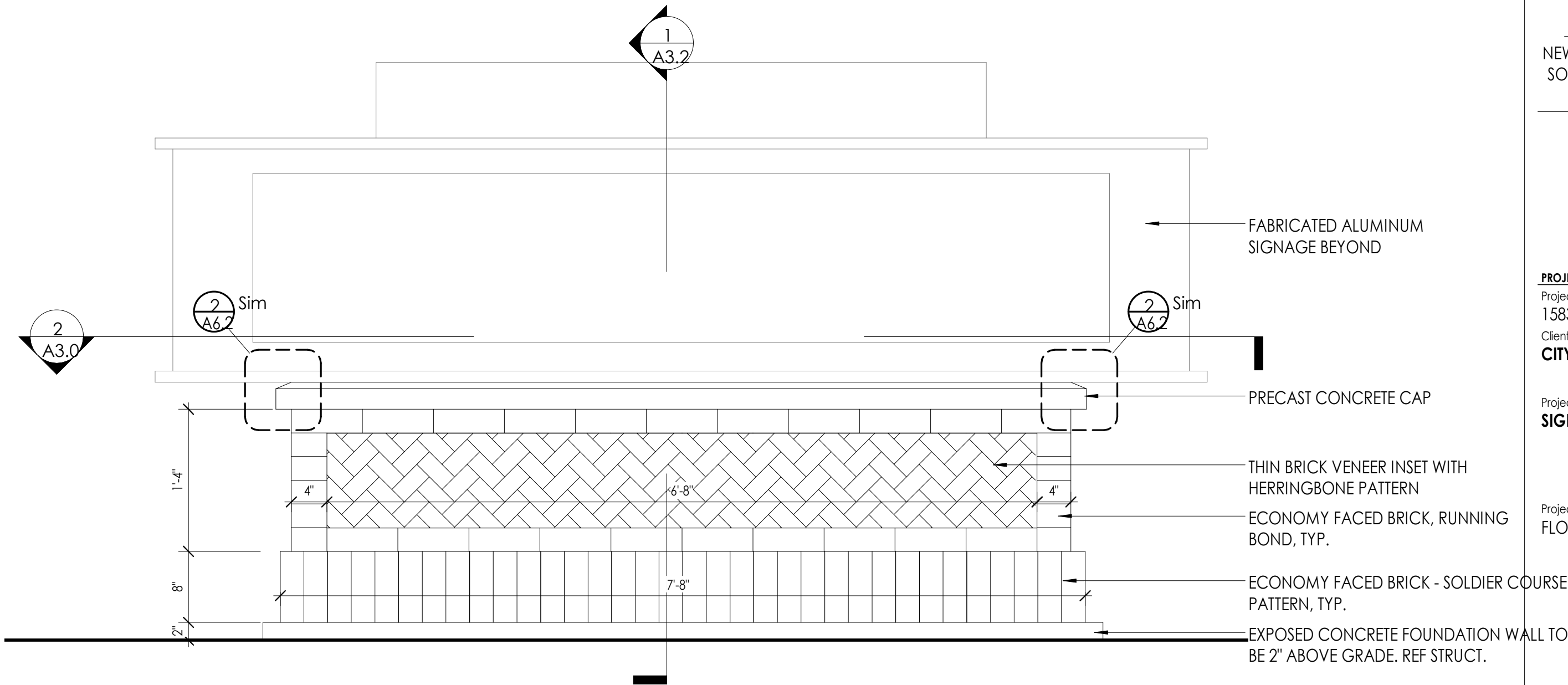
Project Number
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Client Name
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Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
10/2020
Drawing Title
BUILDING AND SITE ID SIGNAGE
- ELEVATION

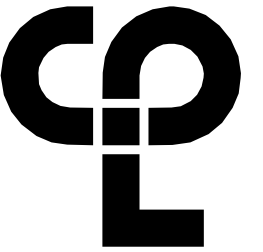


BUILDING & SITE ID SIGNAGE - ELEVATION

1" = 1'-0"

<project location> \D Design\08 CAD\Revit\CENTRAL FILES

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FLOWERY BRANCH, GA

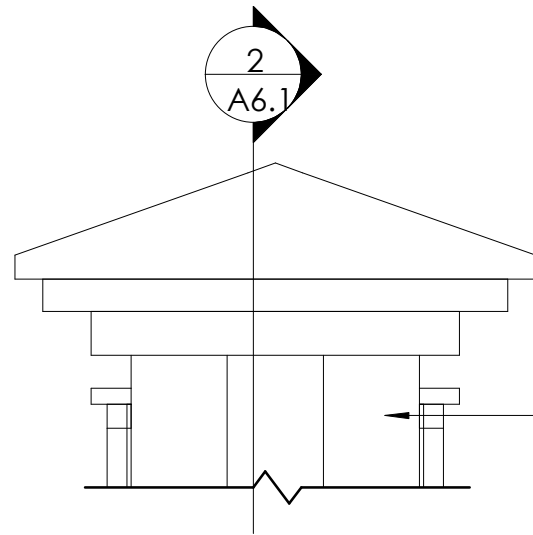
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Issue Date

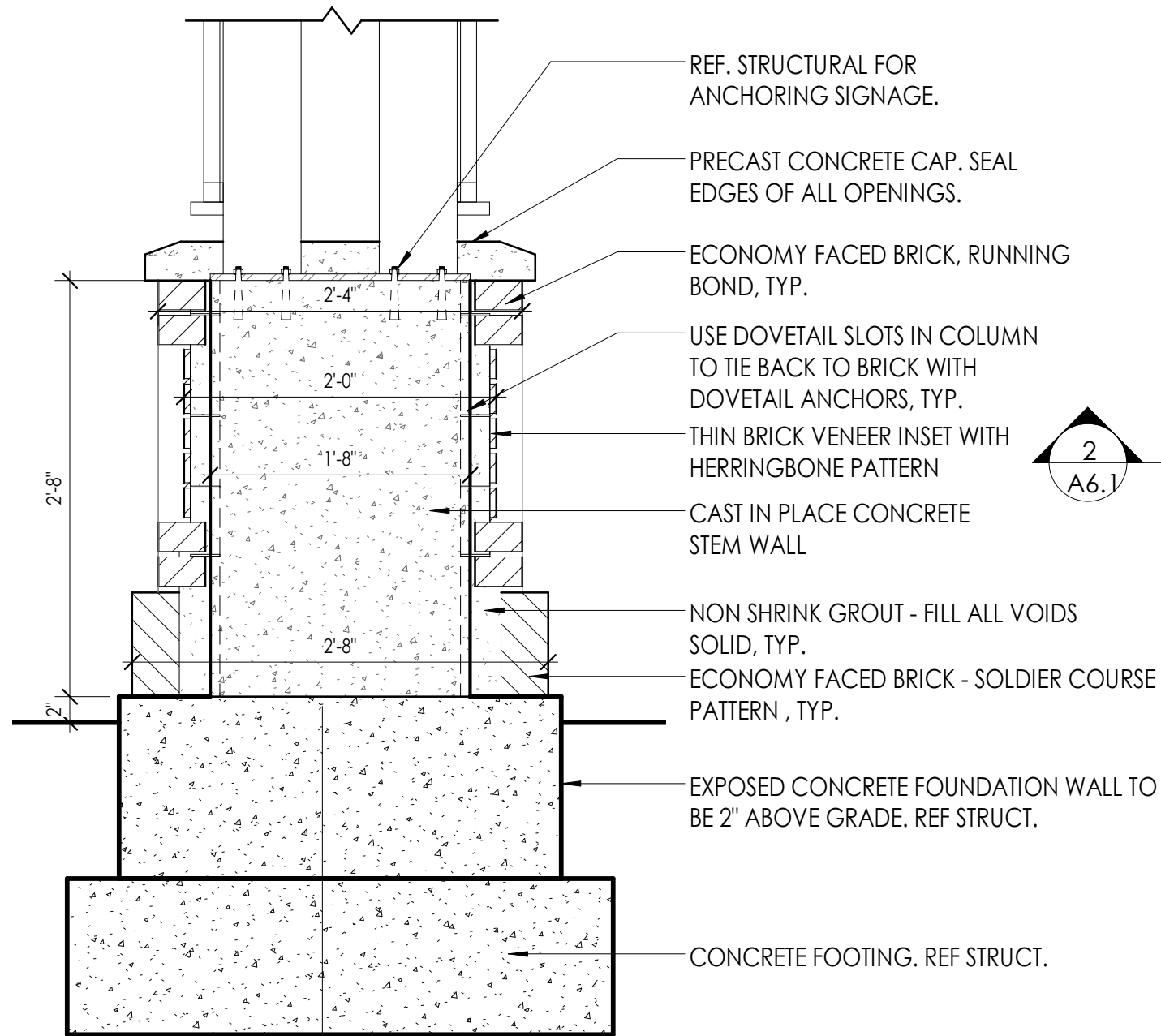
10/2020

Drawing Title

PEDESTRIAN INFO KIOSK - PLAN
& SECTION



FABRICATED ALUMINUM SIGNAGE
STRUCTURE BY OTHERS.



REF. STRUCTURAL FOR
ANCHORING SIGNAGE.

PRECAST CONCRETE CAP. SEAL
EDGES OF ALL OPENINGS.

ECONOMY FACED BRICK, RUNNING
BOND, TYP.

USE DOVETAIL SLOTS IN COLUMN
TO TIE BACK TO BRICK WITH
DOVETAIL ANCHORS, TYP.

THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

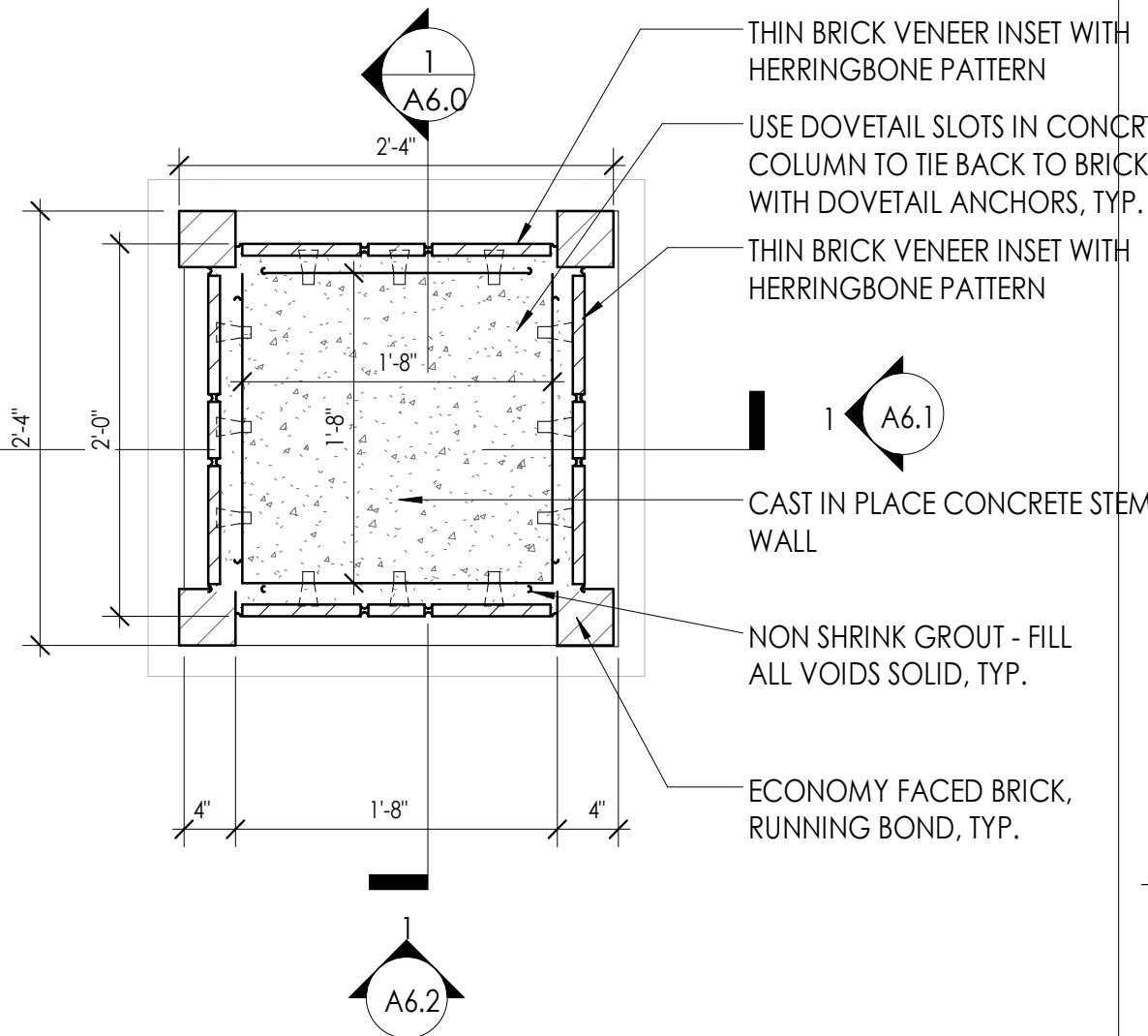
CAST IN PLACE CONCRETE
STEM WALL

NON SHRINK GROUT - FILL ALL VOIDS
SOLID, TYP.

ECONOMY FACED BRICK - SOLDIER COURSE
PATTERN, TYP.

EXPOSED CONCRETE FOUNDATION WALL TO
BE 2" ABOVE GRADE. REF STRUCT.

CONCRETE FOOTING. REF STRUCT.



THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

USE DOVETAIL SLOTS IN CONCRETE
COLUMN TO TIE BACK TO BRICK
WITH DOVETAIL ANCHORS, TYP.

THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

CAST IN PLACE CONCRETE STEM
WALL

NON SHRINK GROUT - FILL
ALL VOIDS SOLID, TYP.

ECONOMY FACED BRICK,
RUNNING BOND, TYP.



PEDESTRIAN INFO KIOSK SECTION

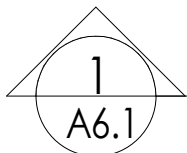
1" = 1'-0"



PEDESTRIAN INFO KIOSK PLAN

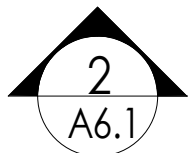
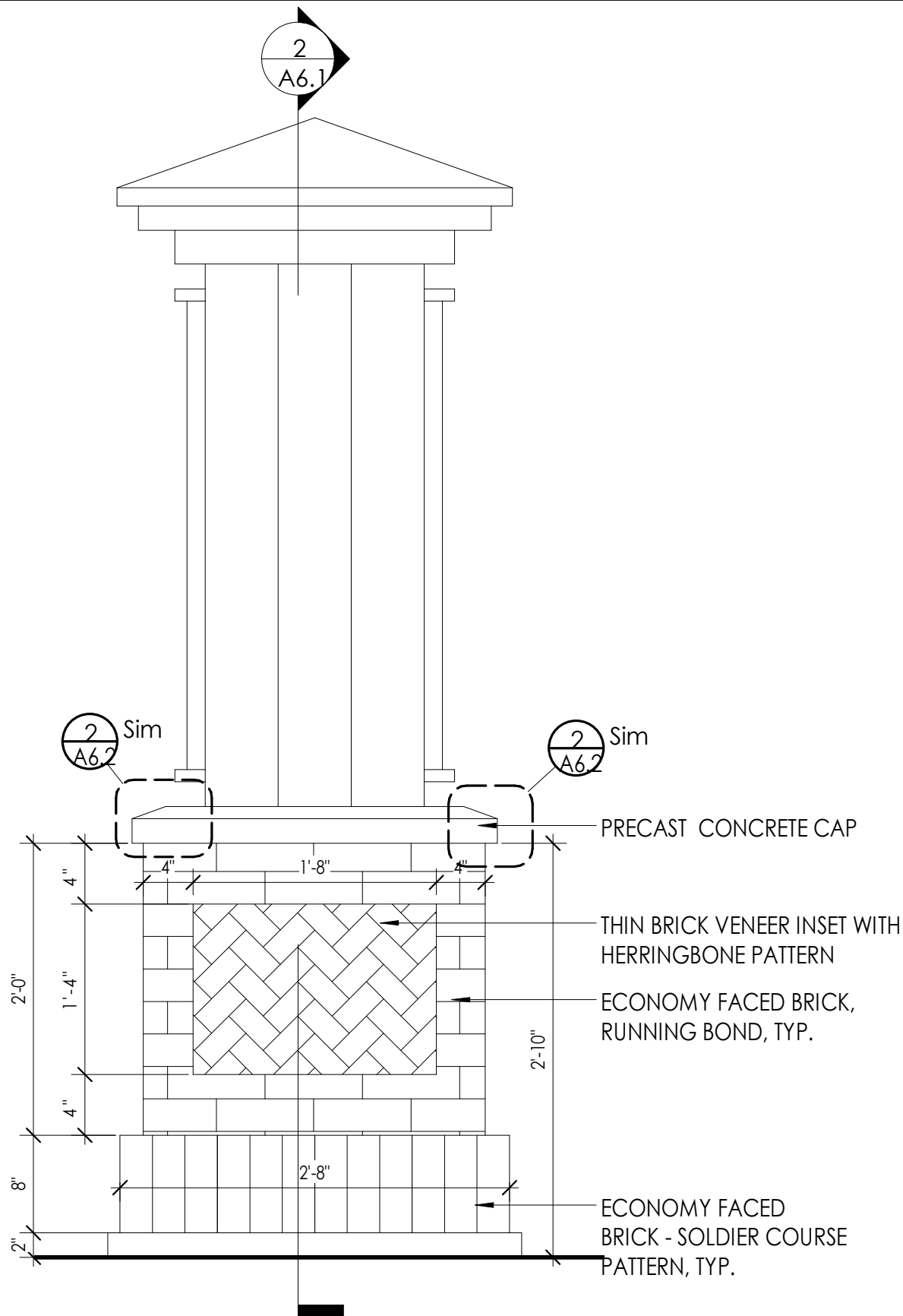
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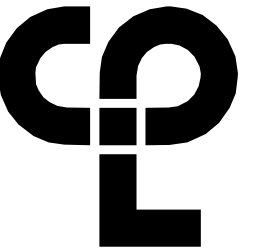
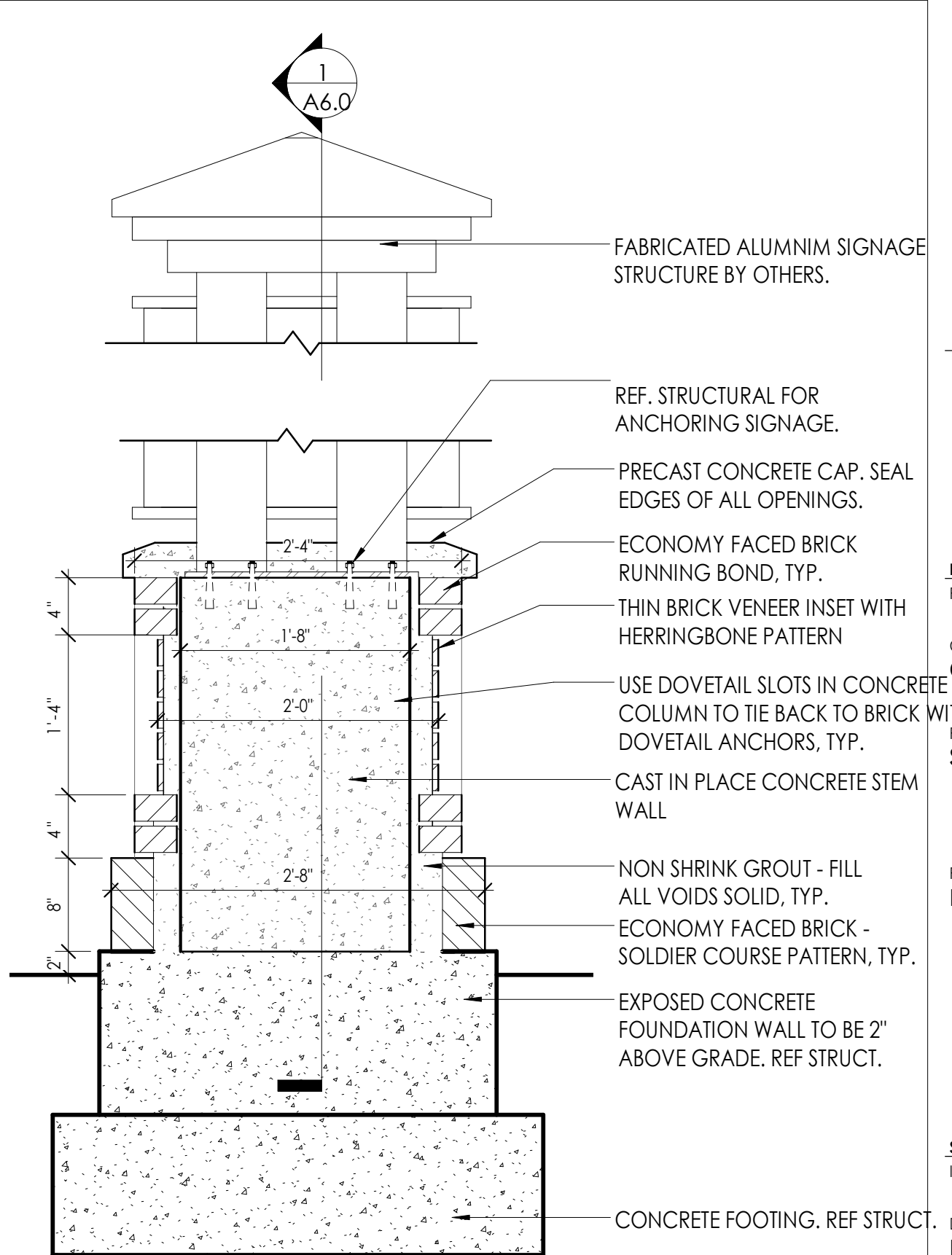
PEDESTRIAN KIOSK ELEVATION

1" = 1'-0"



PEDESTRIAN KIOSK SIGNAGE - SECTION

1" = 1'-0"



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PROJECT INFORMATION

Project Number

15832.00

Client Name

CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date

10/2020

Drawing Title

PEDESTRIAN INFO KIOSK -
ELEVATION & SECTION



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Project Address

FLOWERY BRANCH, GA

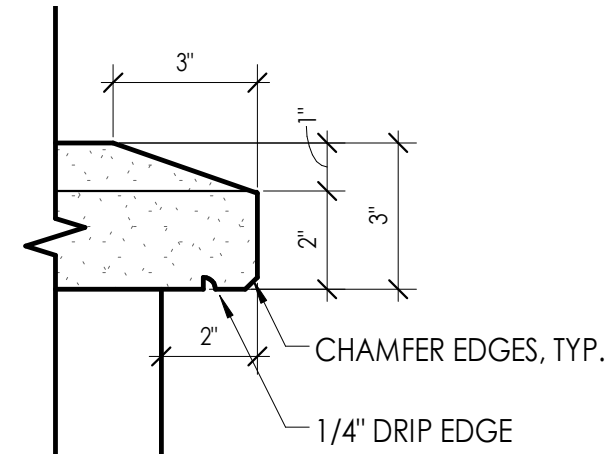
SHEET INFORMATION

Issue Date

10/2020

Drawing Title

PEDESTRIAN INFO KIOSK - ELEVATION & SECTION


$$3'' = 1'-0''$$

11/9/2020 10:15:39 AM

GENERAL NOTES

- 1. ALL STRUCTURAL WORK, INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION, SHALL BE IN COMPLIANCE WITH THE 2018 INTERNATIONAL BUILDING CODE w/ GEORGIA STATE AMENDMENTS, THE UNIFORM BUILDING CODE, AASHTO, OSHA AND GOVERNING AGENCIES HAVING JURISDICTION.
- 2. CONTRACTOR SHALL MAINTAIN SAFE PUBLIC SPACE AROUND WORKSITE.
- 3. CONTRACTOR SHALL USE CONSTRUCTION METHODS THAT ARE IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 4. DIMENSIONS ARE NOT TO BE DERIVED BY SCALING THESE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING DIMENSIONS, CONTACT THE ARCHITECT/ENGINEER FOR INFORMATION PRIOR TO SUBMITTING SHOP DRAWINGS.
- 5. THE CONTRACTOR SHALL COORDINATE ALL STRUCTURAL WORK WITH THE ARCHITECTURAL AND SIGNAGE DESIGN DRAWINGS AND SPECIFICATIONS, AND WITH THE WORK OF ALL OTHER TRADES.
- 6. ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AN SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE, UNLESS SPECIFICALLY SHOWN OTHERWISE.

MASONRY NOTES

- 1. MASONRY CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES" (ACI-ASCE 530 AND 530.1).
- 2. ALL CONCRETE BLOCK SHALL CONFORM TO ASTM-C90 GRADE N-I.

TWO CORE BLOCK F'M = 1,900 PSI
- 3. ALL GROUT SHALL BE NON-SHRINK, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, AS MEASURED IN ACCORDANCE WITH ASTM C-109. GROUT FOR FILLING CELLS SHALL CONFORM TO ASTM C-476. SUBMIT MIX DESIGN FOR GROUT.
- 4. ALL MORTAR SHALL BE PORTLAND CEMENT, SAND, AND HYDRATED LIME TO CONFORM TO ASTM C270, TYPE S OR TYPE N. MINIMUM AVERAGE COMPRESSIVE STRENGTH OF MORTAR SHALL BE:

TYPE S - 1,800 PSI - MASONRY FOUNDATION WALLS & PIERS

TYPE N - 750 PSI - BRICK WORK
- 5. CONCRETE MASONRY UNITS SHALL BE LAID IN RUNNING BOND, UNLESS OTHERWISE NOTED. HORIZONTAL AND VERTICAL JOINTS SHALL HAVE A UNIFORM WIDTH OF 3/8 INCHES. SEE ARCHITECTURAL DRAWINGS FOR OTHER BOND PATTERNS OF VENEER BLOCK.
- 6. MAINTAIN A MINIMUM OF 1/2" CLEARANCE BETWEEN REINFORCING BARS AND MASONRY. GROUT SHALL BE PLACED IN LIFTS NOT TO EXCEED 4'-0" IN HEIGHT.
- 7. W1.7 (9 GAGE) LADDER TYPE REINFORCEMENT SHALL BE INSTALLED IN BED JOINTS 16" APART VERTICALLY, U.N.O. IN REGULAR TWO CORE BLOCK. REINFORCEMENT SHALL BE CONTINUOUS AND LAPPED AT LEAST SIX INCHES AT SPLICES. REINFORCEMENT SHALL BE SPLICED AT ALL CORNERS AND INTERSECTIONS.
- 8. GROUT ALL CELLS OF MASONRY UNITS FOR THE FIRST TWO COURSES ABOVE ALL FOUNDATION WALLS AND SLABS. PLACE GROUT IN ALL REINFORCED CELLS. PLACE GROUT IN ALL CELLS THAT ARE TO RECEIVE POST-INSTALLED WEDGE ANCHORS.
- 9. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. REINFORCING BARS MARKED "CONTINUOUS" SHALL BE LAPPED 36 BAR DIAMETERS. LAP SPLICES SHALL BE 48 BAR DIAMETERS. EMBEDMENT LENGTHS SHALL BE 36 BAR DIAMETERS.

CONCRETE NOTES

GENERAL

- 1. ALL CONCRETE WORK, CONSTRUCTION AND REINFORCING DETAILS SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE w/ GEORGIA STATE AMENDMENTS, AND "THE SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS" (ACI-318).
- 2. ALL CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, U.N.O. SEE SPECIFICATIONS FOR MIX DESIGN REQUIREMENTS.

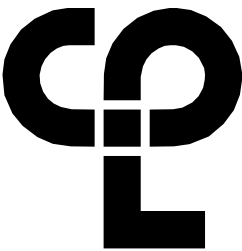
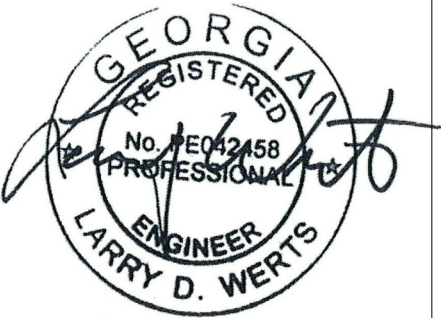
LOCATION	W/C RATIO	SLUMP (±1")	% AIR (±1%)	MAXIMUM AGGREGATE	MIN. STRENGTH @ 28 DAYS
FOOTINGS	.50	3.5"	N/A	1 1/2"	3000 PSI
FOUNDATIONS	.45	3.5"	4	1 1/2"	4000 PSI

- 3. UPON OWNER REQUEST, CONTRACTOR SHALL SUBMIT MIX DESIGNS PROPORTIONED BY A LICENSED TESTING LABORATORY.
- 4. PROVIDE MINIMUM OF FOUR (4) CYLINDERS PER EACH FIFTY (50) YARDS OR FRACTION THEREOF POURED IN ONE DAY. BREAK ONE AT 7 DAYS AND TWO AT 28 DAYS.
- 5. ALL REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (ACI-315).
- 6. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60.
- 7. LAP SPLICES AND EMBEDMENT LENGTHS SHALL CONFORM TO ACI 318 - CHAPTER 12.
- 8. UPON OWNERS REQUEST, CONSTACTOR SHALL PROVIDE SHOP DRAWINGS FOR REINFORCING INCLUDING ALL NECESSARY ACCESSORIES TO HOLD REINFORCING SECURELY IN PLACE.
- 9. CLEAR COVER CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE:

3" - CONCRETE CAST AGAINST EARTH.
2" - FORMED SURFACES IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.
1" - FORMED SURFACES NOT IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.

FOUNDATIONS

- 1. ALL FOUNDATIONS ARE TO BEAR ON APPROVED BEARING MATERIAL. FOUNDATIONS HAVE BEEN DESIGNED WITH AN ASSUMED ALLOWABLE SOIL BEARING CAPACITY OF 1,500PSF AND A SOIL PASSIVE SLIDING RESISTANCE OF 150PCF. CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CONDITIONS PRIOR TO INSTALLATION.
- 2. ALL FOUNDATION EXCAVATIONS ARE SUBJECT TO APPROVAL BY THE DESIGN PROFESSIONAL AFTER TESTING BY THE MATERIALS TESTING AND SPECIAL INSPECTION AGENCY BEFORE ANY CONCRETE IS PLACED.
- 3. ALL FORMS AND REINFORCING STEEL IN PLACE SHALL BE APPROVED BY THE DESIGN PROFESSIONAL BEFORE ANY CONCRETE IS PLACED.
- 4. NO FOUNDATION SHALL BE PLACED IN WATER OR ON FROZEN GROUND.
- 5. RUB ALL SIGHT EXPOSED CONCRETE AFTER FORMS HAVE BEEN REMOVED.
- 6. ALL EXPOSED CONCRETE PIER CORNERS SHALL BE CHAMFERED 3/4".
- 7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE JOB BEFORE COMMENCING WORK. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS AND DETAILS NOT SHOWN. REFER TO ARCHITECTURAL, CIVIL, SIGNAGE, AND UTILITY DRAWINGS FOR LOCATION AND DIMENSIONS OF ANY OPENING, SLEEVES, INSERTS, SLAB DEPRESSIONS, ETC.



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PROJECT INFORMATION

Project Number
15832.00

Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020
Drawing Title
SPECIFICATIONS

DESIGN CRITERIA

1. RISK CATEGORY I
2. DESIGN LOADS AND INFORMATION:

A. WIND DESIGN CRITERIA.....

1. BASIC WIND SPEED (3-SECOND GUST) = 105MPH

2. WIND EXPOSURE: C

3. WIND DIRECTIONALITY FACTOR (Kd) = 0.85

4. GUST-EFFECT FACTOR (G) = 1.15 (POLE/POST TYPE SIGNAGE)
= 0.85 (BRICK & BLOCK TYPE SIGNAGE)

A. SEISMIC DESIGN CRITERIA.....

1. SEISMIC IMPORTANCE FACTOR [IE] = 1.0

2. MAPPED SPECTRAL RESPONSE ACCELERATIONS:

SS = 0.2120g

S1 = 0.0954g

3. SITE CLASS D (ASSUMED)

4. SPECTRAL RESPONSE COEFFICIENTS:

SDS = 0.226g

SD1 = 0.153g

5. SEISMIC DESIGN CATEGORY: C

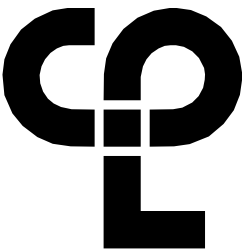
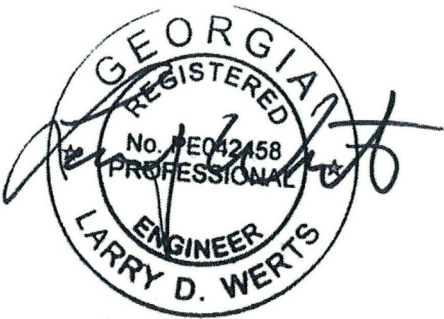
A. FOUNDATION DESIGN CRITERIA.....

1. ALLOWABLE BEARING PRESSURE = 1500 PSF. (ASSUMED)

2. MINIMUM CONSTRUCTION DEPTH = 24" BELOW FINISHED GRADE.

3. MODULUS OF SUBGRADE = 150 PCI (ASSUMED)

*FOUNDATION DESIGN IS BASED ON ASSUMED SOIL PROPERTIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION TO ENSURE THE MINIMUM CRITERIA IS MET.



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PROJECT INFORMATION

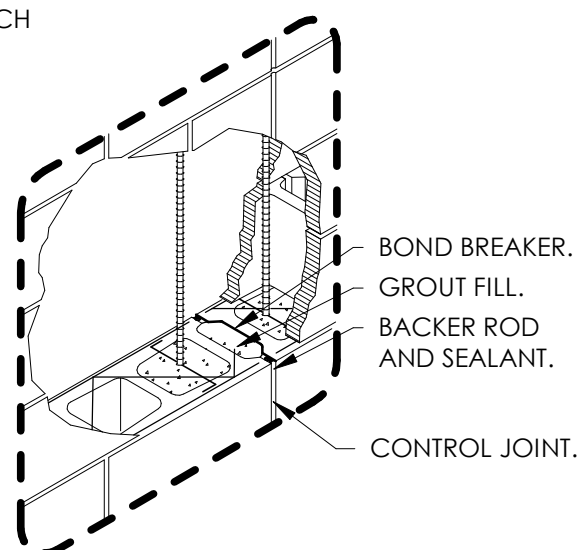
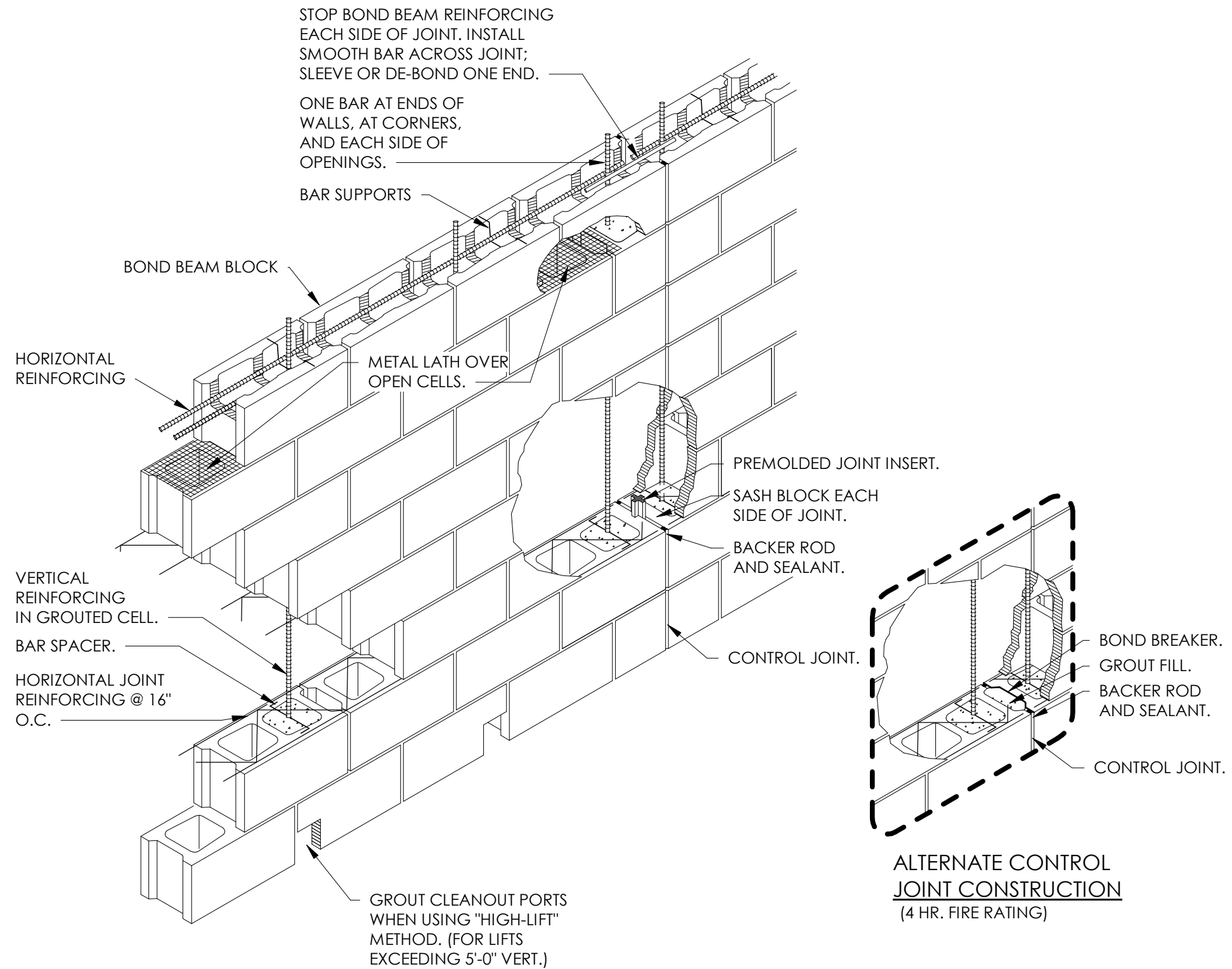
Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020
Drawing Title
DESIGN CRITERIA AND LOADS

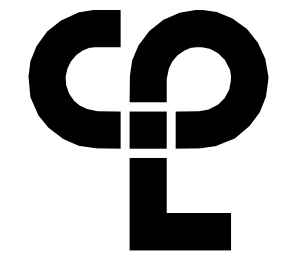


ALTERNATE CONTROL
JOINT CONSTRUCTION
(4 HR. FIRE RATING)

1
S0.2

TYP. MASONRY WALL REINFORCING DETAIL

3/4" = 1'-0"



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PROJECT INFORMATION

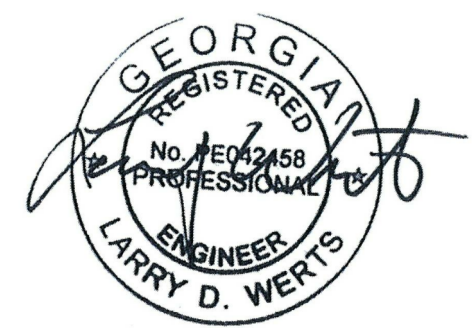
Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH

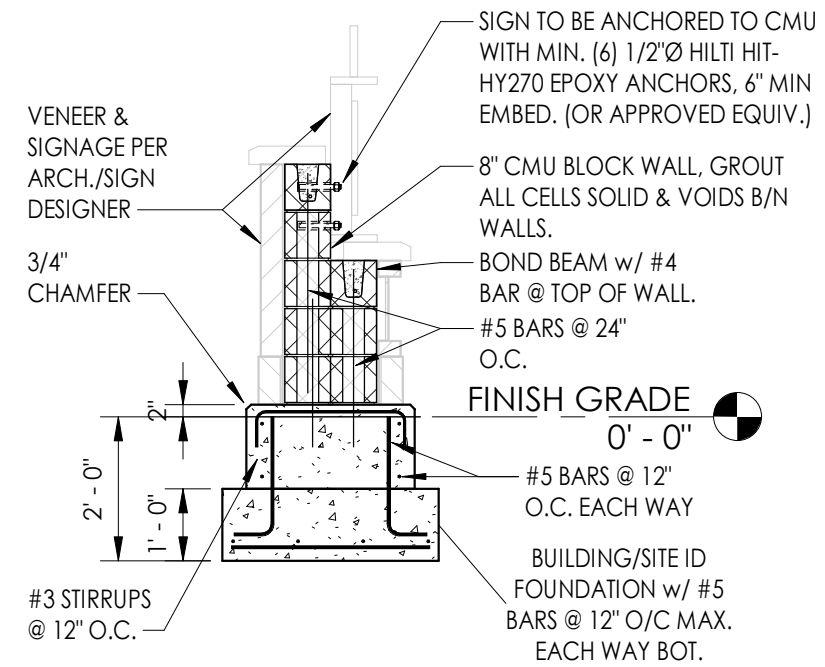
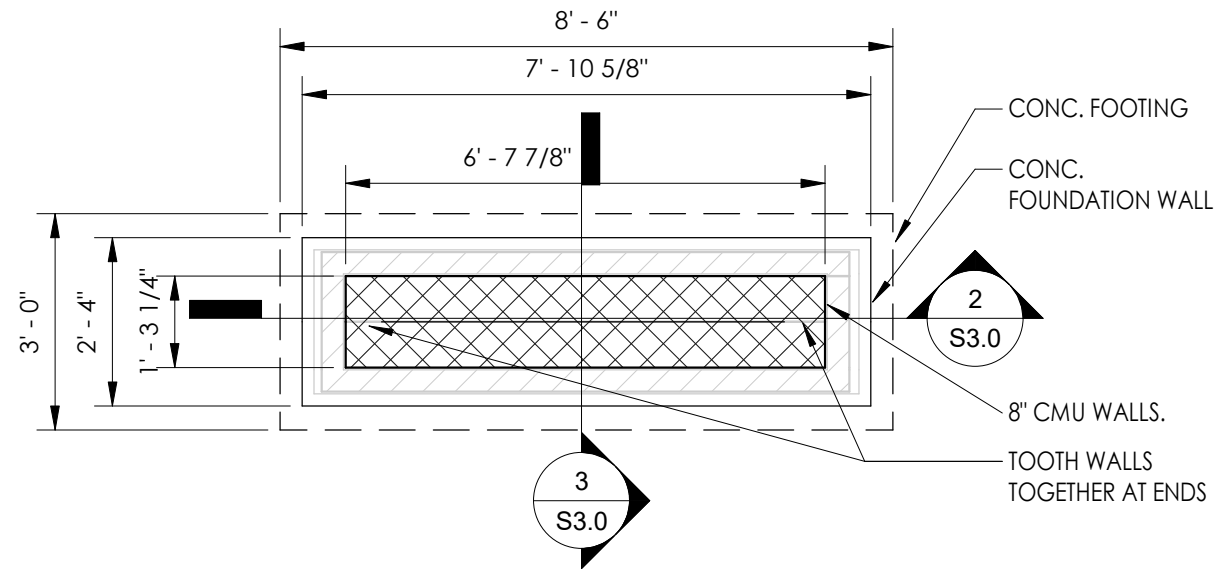
Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

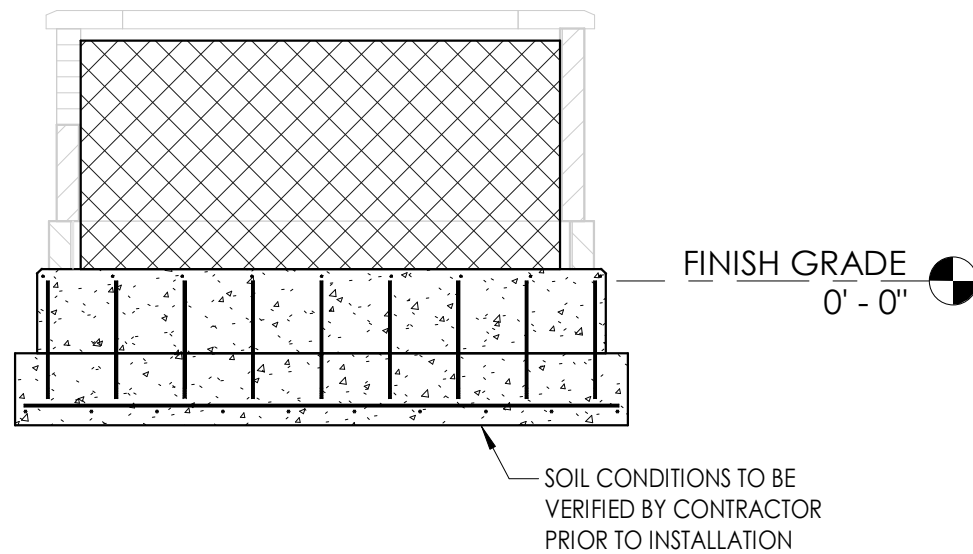
Issue Date
11/2020
Drawing Title
TYPICAL MASONRY
REINFORCING DETAIL



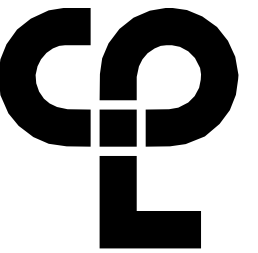
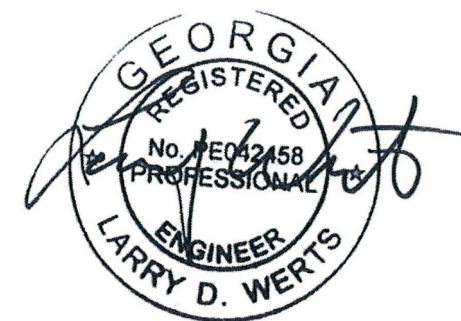


1 FOUNDATION PLAN - BUILDING/SITE ID
S3.0 3/8" = 1'-0"

3 SECTION
S3.0 3/8" = 1'-0"



2 SECTION
S3.0 3/8" = 1'-0"



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PROJECT INFORMATION

Project Number

15832.00

Client Name

CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date

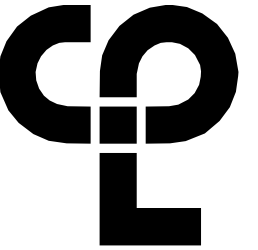
11/2020

Drawing Title

BUILDING/SITE ID

S3.0

419



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PROJECT INFORMATION

Project Number
15832.00

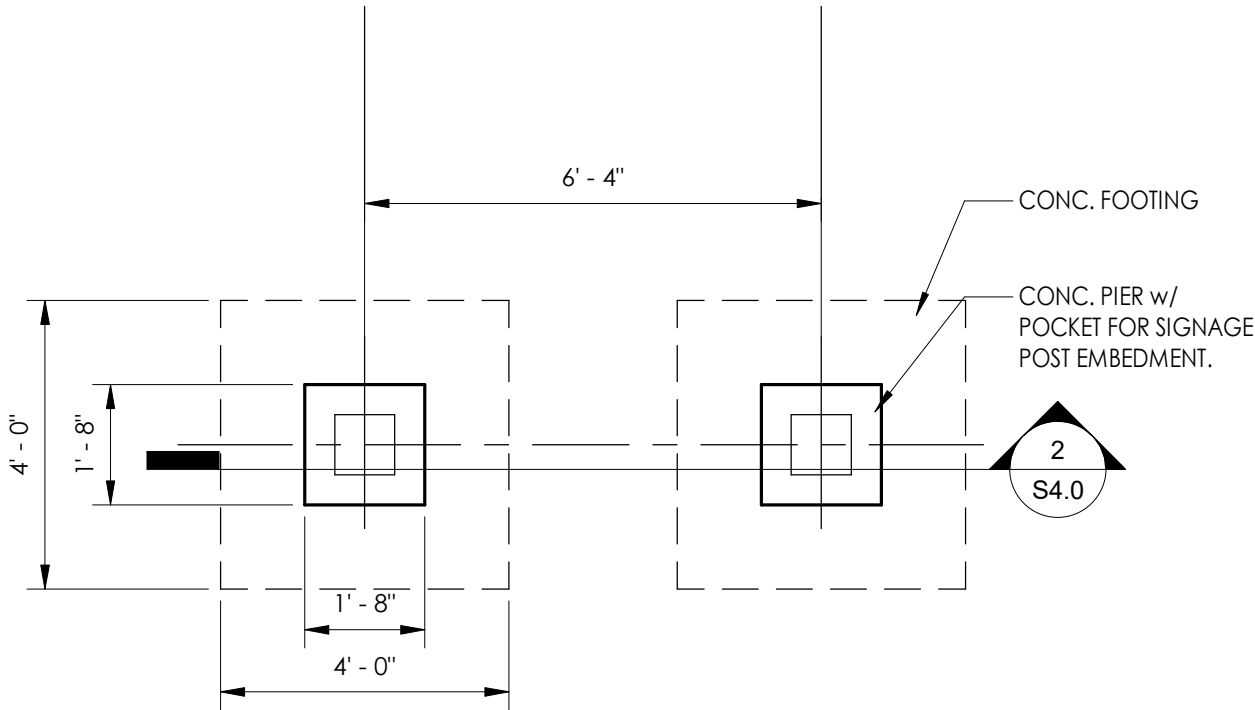
Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020
Drawing Title
BUILDING/SITE ID (SMALL)

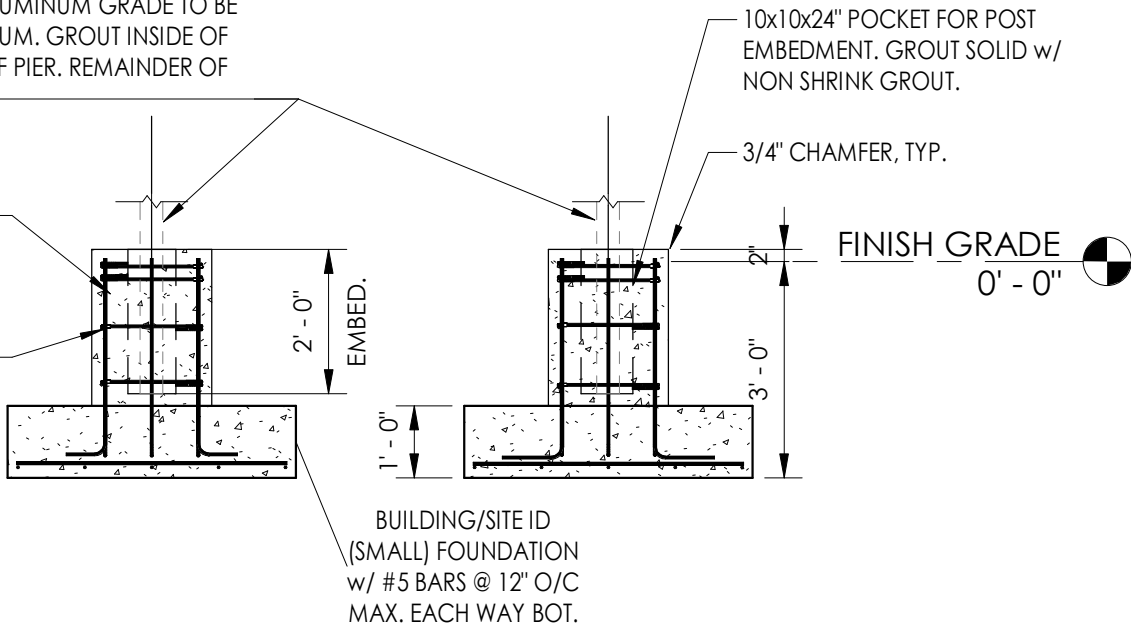


1 FOUNDATION PLAN - BUILDING/SIDE ID (SMALL)
S4.0 3/8" = 1'-0"

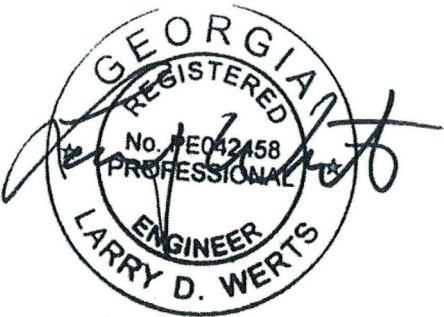
MIN. 6x6x5/16" THICK ALUMINUM
SIGNAGE POST. ALUMINUM GRADE TO BE
36KSI YIELD MINIMUM. GROUT INSIDE OF
POST UP TO TOP OF PIER. REMAINDER OF
SIGN BY OTHERS.

(8) #6 BARS
VERTICAL

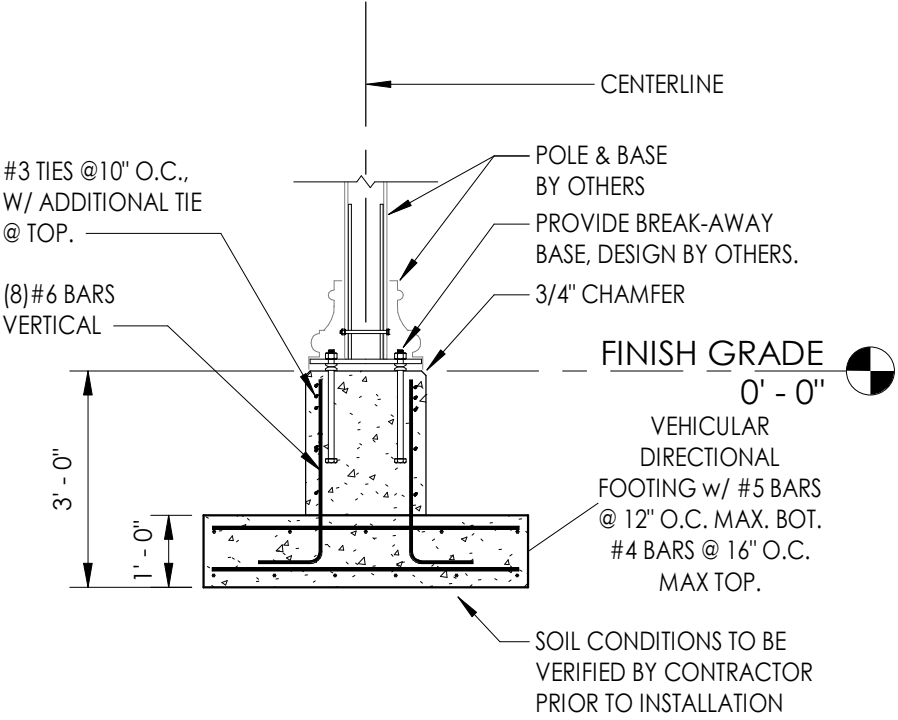
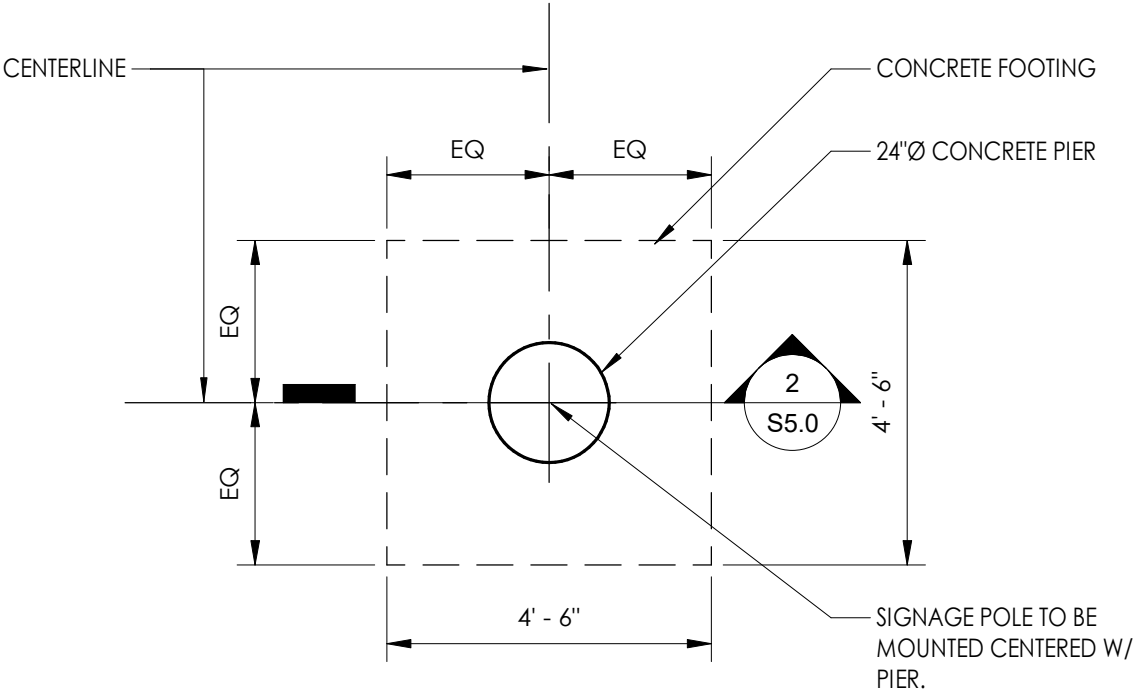
#3 TIES @ 10" O.C.
w/ ADDTNL. AT
TOP



2 SECTION
S4.0 3/8" = 1'-0"



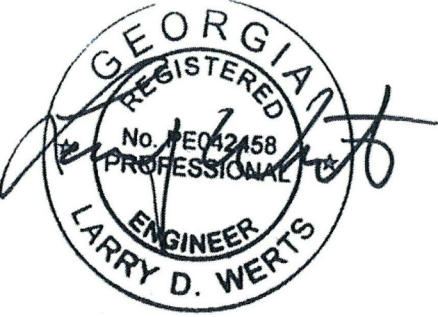
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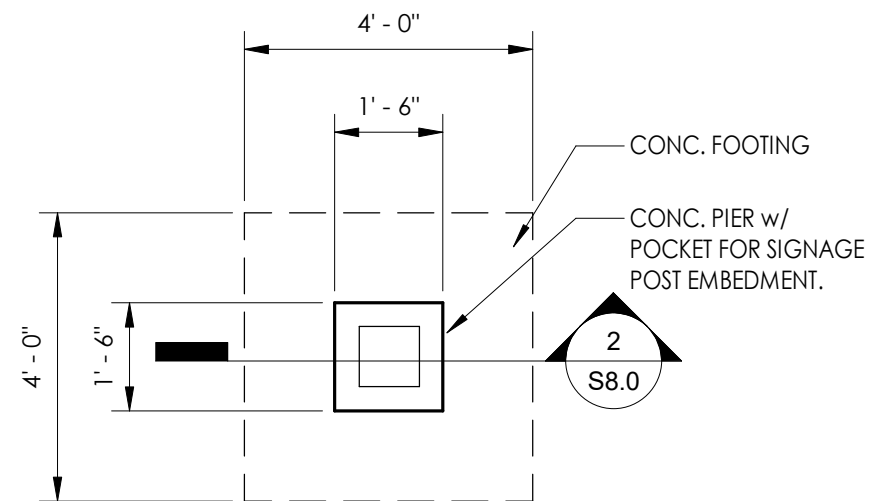


1 FOUNDATION PLAN - VEHICULAR DIRECTIONAL - TYPE 2
S5.0 3/8" = 1'-0"

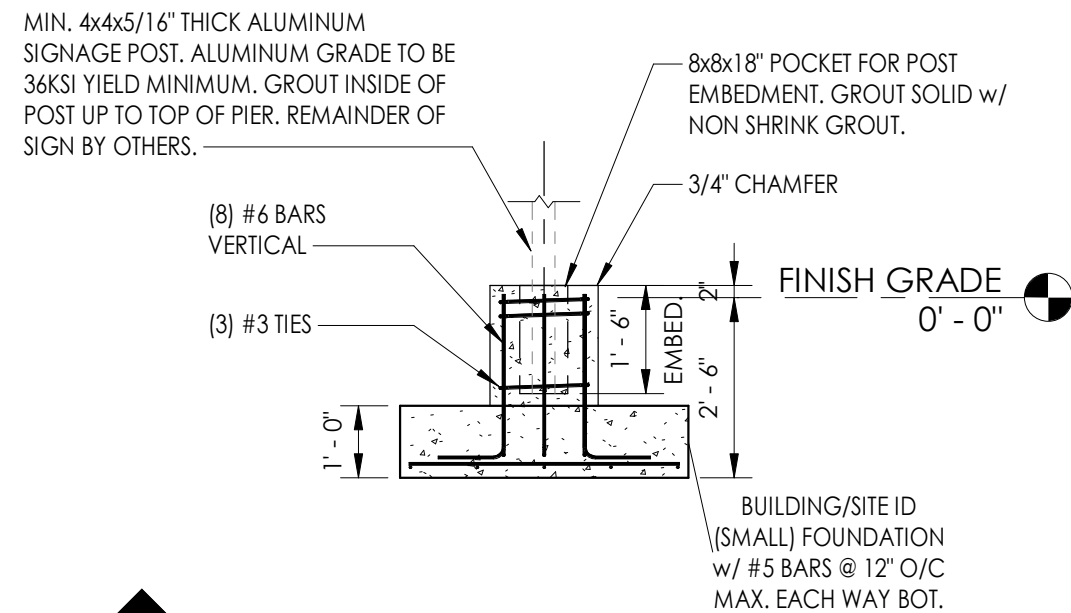
2 SECTION
S5.0 3/8" = 1'-0"

- NOTES:**
- BREAK AWAY BASE MUST BE SUFFICIENT TO RESIST A MINIMUM MOMENT OF 8.5 K-FT.
 - MINIMUM OF (4) 1 1/2"Ø ANCHOR BOLTS w/ HEAVY HEX HEAD REQUIRED.
 - MINIMUM OF 24" ANCHOR BOLT EMBEDMENT REQUIRED.
 - ANCHOR BOLT LAYOUT SPACING TO BE 12"x12" MIN. ANCHORS TO BE PLACED WITHIN PIER CAGE REINFORCING.

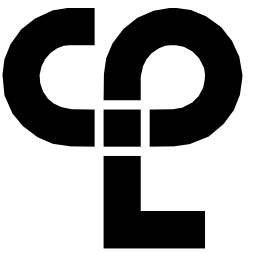
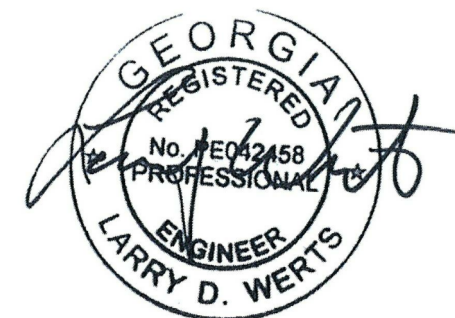




1 S8.0 FOUNDATION PLAN - DIRECTIONAL --- 3/8" = 1'-0"



 SECTION
3/8" = 1'-0"



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PROJECT INFORMATION

Project Number	15832.00
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Client Name
CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020

Drawing Title
DIRECTIONAL



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Bell Drive sewer easement for Mayor's signature.

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

The Bell Drive development was originally approved in July of 2019 and modified to exclude Flowery Branch water service in March of 2020 (ordinances are attached below). The request is for approval for an easement to access the Bell Drive pump station as submitted by Sawnee Electric.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the recommended powerline easement to Sawnee EMC.

COLLABORATING DEPARTMENT:

Planning

DEPARTMENT: Water/Wastewater

Prepared by: Vickie Short

ATTACHMENTS

- [Commercial Easement-City of Flowery Branch pump station.pdf](#)
- [Combined Signed Ordinances.pdf](#)
- [575 A.pdf](#)
- [576 A.pdf](#)

Record and Return to:
SAWNEE EMC
543 ATLANTA HWY.
CUMMING, GA. 30040

STATE OF GEORGIA
COUNTY OF HALL

RIGHT OF WAY EASEMENT
(Commercial Development)

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to **Sawnee Electric Membership Corporation** ("Grantee"), as of this _____ day of _____, 20_21_. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, contractors, agents and lessees. In consideration of the provision of electric service by Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, wires, cables, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the Easement Area) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals, and any other tangible or intangible commodity or service.

Temporary Construction and Maintenance Easement

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

Ingress and Egress

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

Right-of-Way Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within the Easement Area, and to take any other action within the Easement Area as may be appropriate to ensure the efficient, safe and proper operation or maintenance of said lines and System. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the most efficient, safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

Reservations to Grantor

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities. Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

Miscellaneous

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Right-of-Way Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Noncompliance; Termination of Service

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

Right-of-Way Easement Area

The Easement Area shall be 10 feet in width and shall be 5 feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. UNDERGROUND 3PH

DESCRIPTION OF PROPERTY

Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.

All that tract of land, including abutting waterways, streets, roads and highways, being in HALL County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 2 miles from FLOWERY BRANCH located on road/street which has a mailing address of 6482 BELL DRIVE, Flowery Branch, Georgia.

B. The property acquired by Grantor from Stonebridge, LLC by deed dated the 23rd day of Feb., 2012, and recorded in Deed Book 697132, Page 34, said county's Public Real Estate Records, which deed and the record thereof are by reference incorporated herein for a more particular description of the property.

C. Lot , Section/Block , of the Subdivision, as shown by plat thereof recorded in Plat Book , Page , said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the day of , , recorded in Plat Book , Page , said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

- | | | |
|----------------------------|------|--------------|
| 1. <u>Stonebridge, LLC</u> | side | <u>North</u> |
| 2. <u>Stonebridge, LLC</u> | side | <u>West</u> |
| 3. <u>Wright Fine Inc</u> | side | <u>South</u> |
| 4. <u>Bell Drive</u> | side | <u>East</u> |

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

CORPORATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____
(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____
Title: _____

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited/General Partnership

By: _____
Authorized General Partner

CITY OF FLOWERY BRANCH, GEORGIA

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Signature of Grantor #1

JAMES M. MILLER _____ MAYOR
Print Name of Grantor #1

Signature of Grantor #2

VICKIE SHORT _____ CITY CLERK
Print Name of Grantor #2

BELL DRIVE
TRACT SUBD.

Exhibit A

6401

STREET

Bell Drive
Pump
Station

6482

CITY OF
FLOWERY
BRANCH,
GEORGIA

Proposed SEMC
underground 3ph
primary to feed
existing
transformer.

Existing underground primary

BELL DR

Lakes/Rivers from US Census
Dept, may not match parcels
exactly

0 57 114 171 228 ft

City of Flowery Branch

Parcel: 08140 000217 Acres: 0.42

Name:	CITY OF FLOWERY BRANCH, GEORGIA	Land Value:	
Site:	6482 BELL DR	Building Value:	\$0.00
Sale:		Misc Value:	\$0.00
Mail:	5517 MAIN ST FLOWERY BRANCH, GA 30542	Total Value:	



Hall County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 07/20/15 : 19:45:04

Public Hearing Published 5/30/19
Public Hearing 6/27/19

First Reading 6/27/19
Adopted 7/18/19

ORDINANCE NO. 575

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

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

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

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

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

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

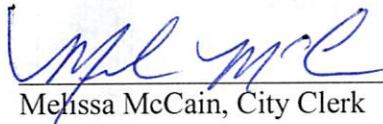
SECTION 6. REPEALER

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

Approved this 18th day of July 2019.


James M. Miller, Mayor

ATTEST


Melissa McCain, City Clerk

APPROVED AS TO FORM


E. Ronald Bennett, Jr., City Attorney



Exhibit “A”

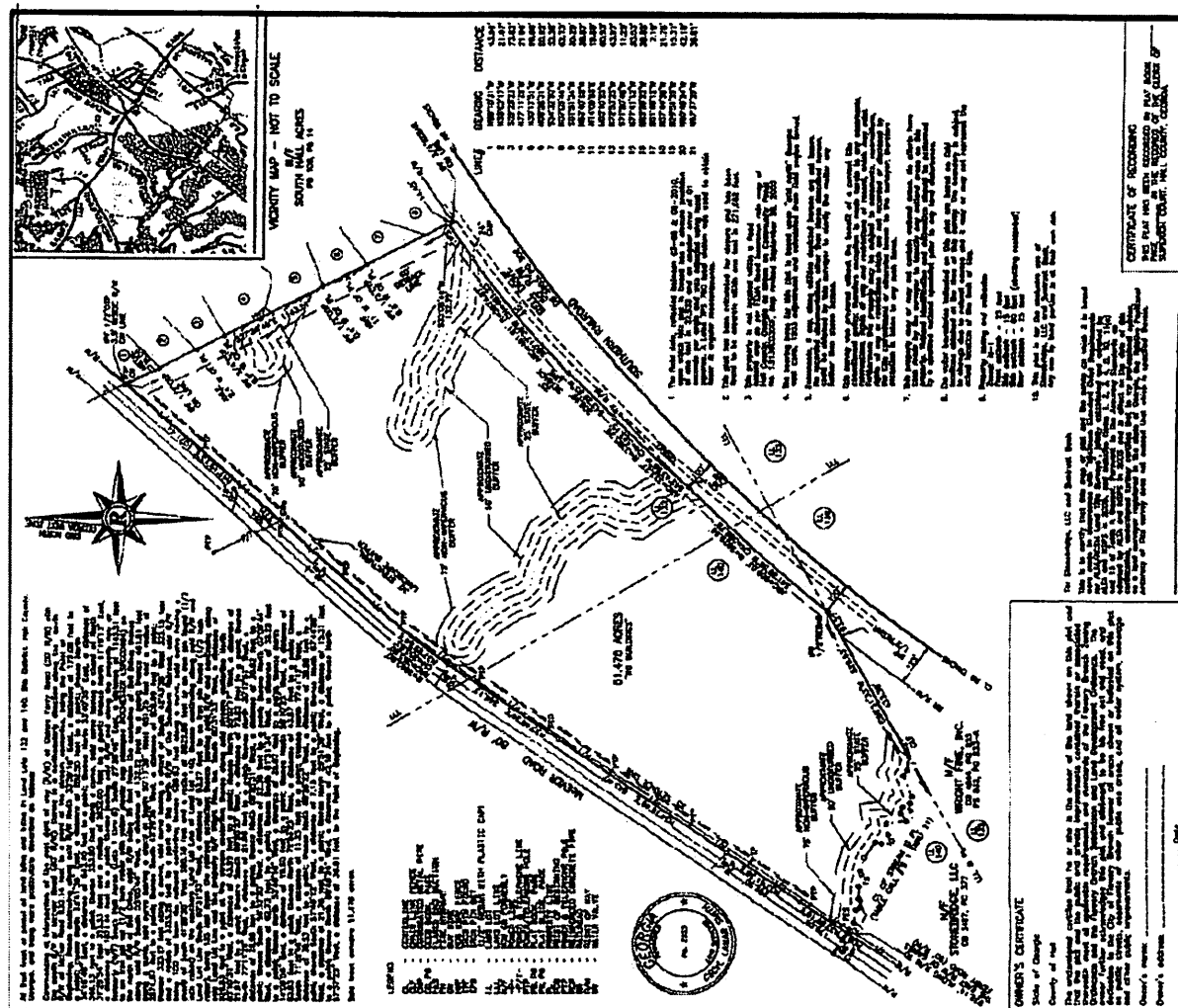


Exhibit "B"

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

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

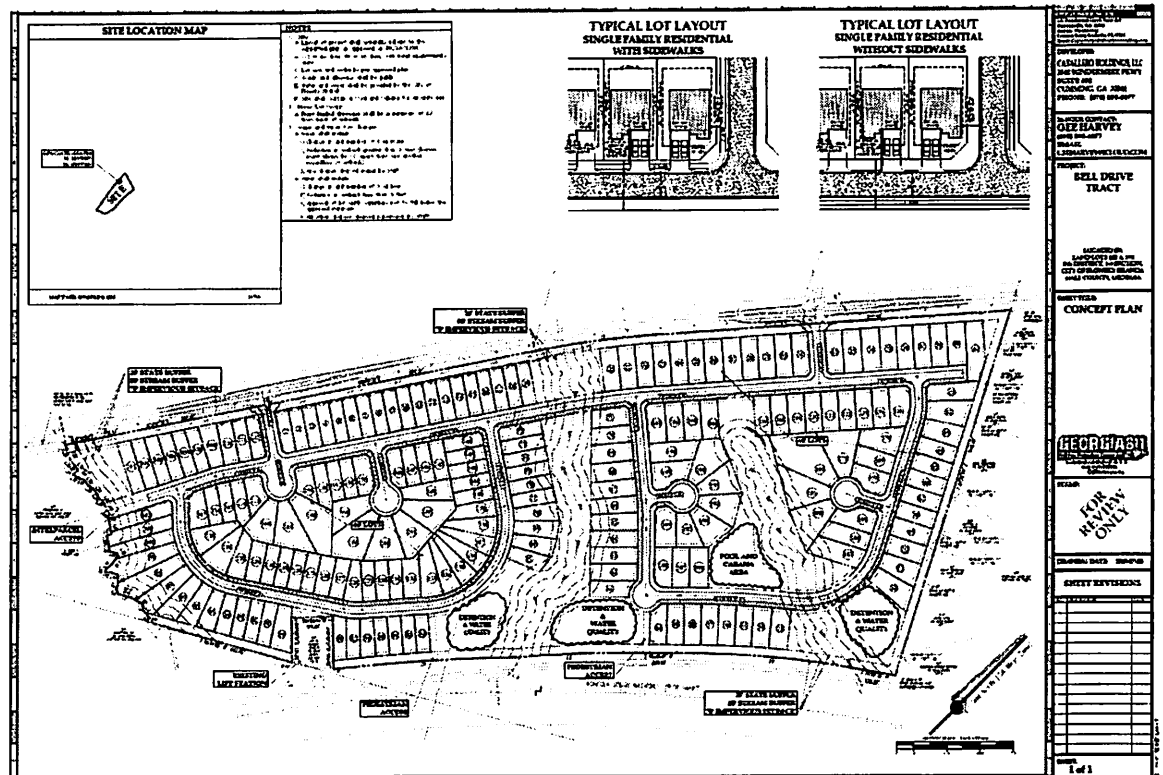
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54
feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17
feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54
feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31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

Exhibit "C"

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 5/30/19
Public Hearing 6/27/19

First Reading 6/27/19
Adopted 7/18/19

ORDINANCE NO. 576

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

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

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

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

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

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

ATTEST


James M. Miller, Mayor


Melissa McCain, City Clerk

APPROVED AS TO FORM

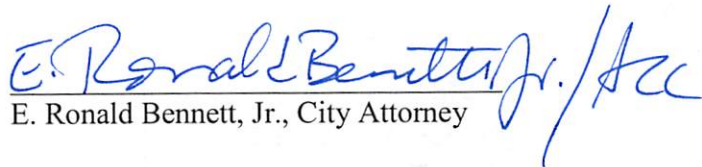

E. Ronald Bennett, Jr., City Attorney



Exhibit “B”

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

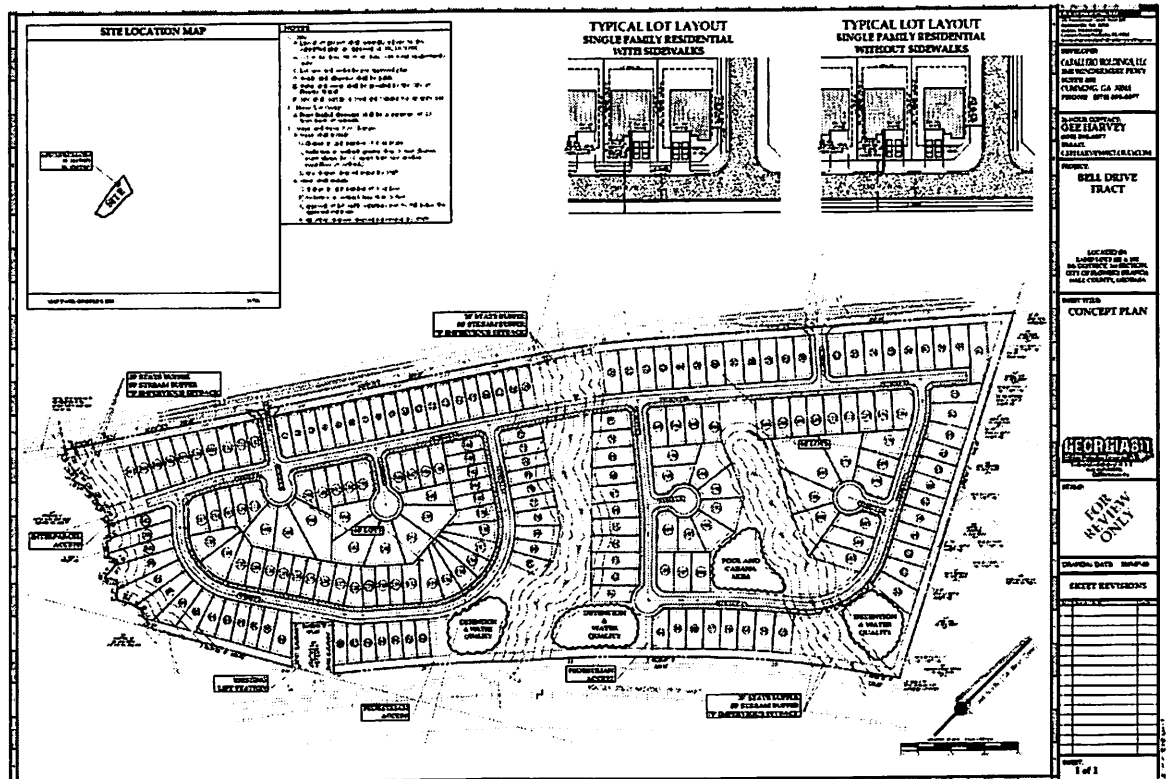
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

Exhibit "C"

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/05/20
Adopted 3/19/20

ORDINANCE NO. 575 A

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER

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

Approved this 19th day of March 2020.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

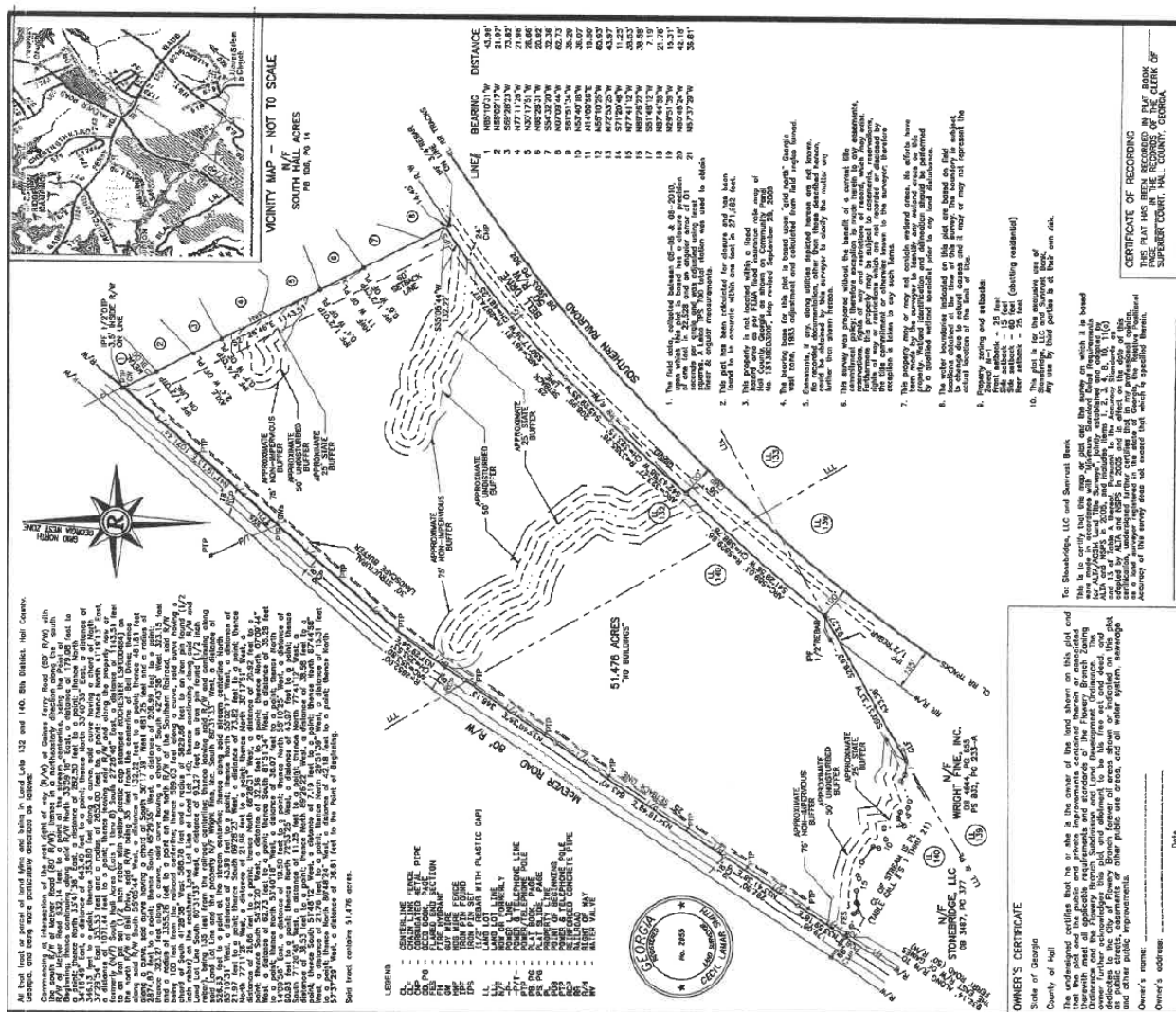


Exhibit “B”

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

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

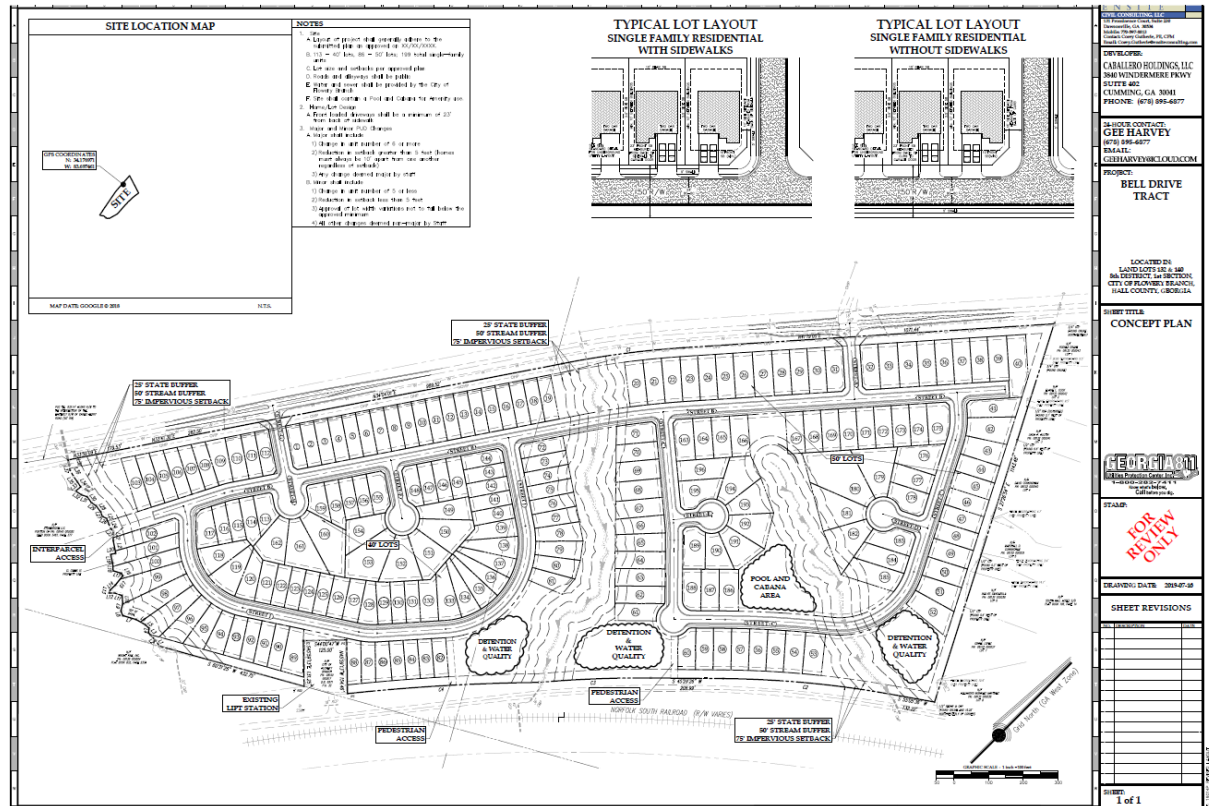
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54 feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17 feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54 feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31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

Exhibit “C”

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/04/20
Adopted 3/19/20

ORDINANCE NO. 576 A

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER.

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

Approved this 19th day of March 2020.

ATTEST

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit “B”

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

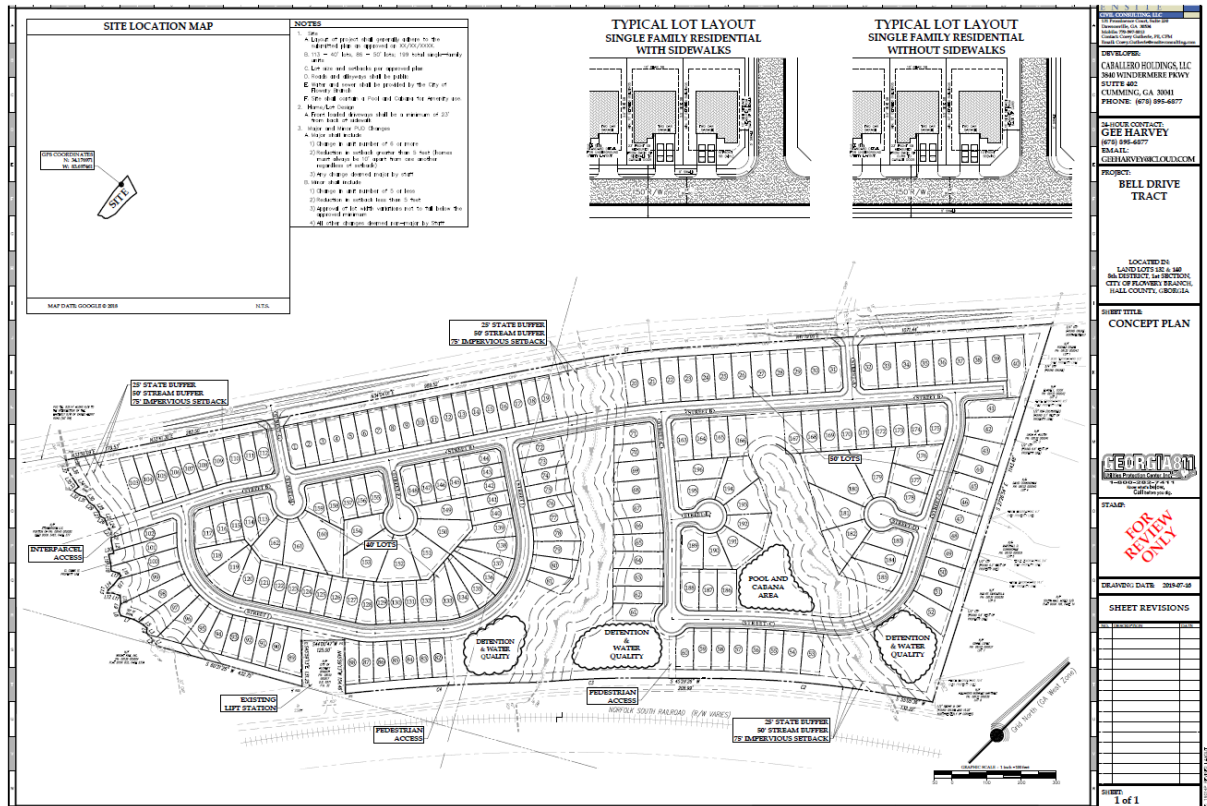
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

Exhibit “C”

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: License Agreement for Temporary Sewer Construction

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

In October 2000, the City of Flowery Branch recorded a permanent easement for the lift station and sanitary sewer lines to serve Martin Road Elementary. These facilities are now being accessed by Scannell Development Company in order to serve the southwestern corner of Exit 14 and Martin Road and Falcons Parkway.

FACTS AND ISSUES:

This License Agreement will allow the Scannell Development Company to connect into our sanitary sewer system. The License Agreement shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

The staff recommends approval for this License Agreement.

SAMPLE MOTION:

I motion to authorize the Mayor to execute the License Agreement for Temporary Sewer Construction between the City of Flowery Branch and the Scannell Development Company.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)

- [Exec Summary Sewer Construction License Agreement.pdf](#)

LICENSE AGREEMENT FOR TEMPORARY CONSTRUCTION

THIS LICENSE AGREEMENT FOR TEMPORARY CONSTRUCTION (this “Agreement”) is entered into and made effective this ____ day of _____, 2021 (the “Effective Date”), by and between **SCANNELL DEVELOPMENT COMPANY II, INC.**, an Indiana corporation (“Scannell”) and the **CITY OF FLOWERY BRANCH, GEORGIA** (the “City”).

RECITALS:

WHEREAS, MAKITA U.S.A., INC., a California corporation (“Makita”) is the fee owner of certain real estate located on Falcon Parkway in Flowery Branch, Hall County, Georgia, which is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Scannell is the developer of an industrial project to be located on the Property for the benefit of Makita;

WHEREAS, the City is the beneficiary and holder of certain rights pursuant to that certain Sewer System Facilities Dedication dated October 9, 2000 and recorded December 12, 2000 in Book 3782 Pages 547-548 in the Office of the Clerk of the Superior Court of Hall County, Georgia (the “Easement”), a copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference; and

WHEREAS, Scannell wishes to construct, at Scannell’s cost and expense, certain offsite sewer improvements (the “Improvements”) within the Easement area and the Falcon Parkway right-of-way (collectively, the “Easement Area”), which Improvements will be: (a) dedicated and conveyed to the City upon completion of construction; and (b) utilized to provide sanitary sewer service to the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, their successors and assigns, hereby agree as follows:

1. **Temporary License.** The City hereby grants to Scannell, its employees, contractors, consultants, and agents (collectively, the “Scannell Parties”), a temporary license to permit Scannell to enter upon the Easement Area in order to construct, at Scannell’s cost and expense, the Improvements within the Easement Area (the “License”), such Improvements being more particularly depicted on **Exhibit C** attached hereto and incorporated herein by reference. The License shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

2. **Representations and Warranties.** The City hereby represents and warrants to Scannell as follows: (a) the City is the sole beneficiary and holder of the rights granted by the Easement; (b) the City has full power and authority to enter into this Agreement and to grant the rights to Scannell as provided herein, and all consents and approvals necessary therefor have been obtained; and (c) the person executing this Agreement on the City’s behalf has been duly authorized and is empowered to bind the City to this Agreement.

3. **Release and Indemnity.** Scannell, as part of the consideration for the License, hereby releases and waives any and all claims and demands that it may or might have against the City for and on account of any damage or injury to facilities or property of Scannell, and shall indemnify and hold the City harmless for the same, except to the extent caused by: (a) the negligence or willful misconduct of the City, its employees, contractors, consultants, or agents; or (b) the City’s breach of **Section 2** of this Agreement.

4. **Binding Effect.** The terms, covenants and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5. **Entire Agreement; Amendments.** This Agreement and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the City and Scannell concerning the matters set forth herein and there are no covenants, promises, agreements, conditions or understandings, either or written, between them with respect to such matters other than are herein set forth. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia, without regard to its choice of law principles or rules.

7. **Severability.** In the event that any provision of this Agreement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of this Agreement, and such provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

8. **Waiver.** The failure of either party to enforce any of the provisions of this Agreement at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (a) in person; (b) by certified or registered first class prepaid U.S. Mail, return receipt requested; (c) prepaid by nationally-recognized overnight courier service such as FedEx; or (d) via email, to the parties hereto at their respective addresses set forth below, or at such other addresses provided by the parties pursuant to this Section 9. Such notices shall be deemed given when: (i) personally delivered; (ii) deposited in the mail or with such courier service; or (iii) sent to the receiving party via email, as applicable.

If to the City: City of Flowery Branch
 P.O. Box 757
 5410 W. Pine Street
 Flowery Branch, GA 30542
 Attn: Vickie Short, City Clerk

If to Scannell: Scannell Properties
 8801 River Crossing Blvd., Suite 300
 Indianapolis, IN 46240
 Attn: Drew C. Strobel, Counsel

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City and Scannell have executed this Agreement to be effective as of the Effective Date.

SCANNELL:

SCANNELL DEVELOPMENT COMPANY II, INC.
an Indiana corporation

By: _____
Marc D. Pfleging, General Counsel

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pfleging, the General Counsel of Scannell Development Company II, Inc., an Indiana corporation, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Signature

Printed

My Commission Expires: _____
My County of Residence: _____

THE CITY:

THE CITY OF FLOWERY BRANCH, GEORGIA

By: _____

Printed: _____

Title: _____

STATE OF GEORGIA)
) SS:
COUNTY OF HALL)

Before me, a Notary Public in and for said county and state, personally appeared _____, the _____ of the City of Flowery Branch, Georgia, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said municipality.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

Signature

Printed

My Commission Expires: _____
My County of Residence: _____

EXHIBIT A

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lots 72 and 73 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-017; Drawing/File #19-017), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a 2" open top pipe found at the common corner of Land Lots 69, 70, 72 and 73;

THENCE South 58 degrees 29 minutes 26 seconds West for a distance of 379.22 feet to a computed point on the northeasterly right-of-way line of Martin Road Extension (public r/w varies);

THENCE South 58 degrees 29 minutes 26 seconds West for a distance of 10.76 feet to a computed point;

THENCE South 57 degrees 52 minutes 05 seconds West for a distance of 237.10 feet to a computed point;

THENCE South 57 degrees 39 minutes 45 seconds West for a distance of 56.93 feet to a concrete r/w monument found on the northwesterly right-of-way line of aforesaid Martin Road Extension, said concrete r/w monument found being the POINT OF BEGINNING.

THENCE proceeding along said northwesterly right-of-way line of Martin Road Extension South 25 degrees 59 minutes 24 seconds West for a distance of 183.15 feet to a concrete r/w monument found;

THENCE South 17 degrees 16 minutes 53 seconds East for a distance of 385.63 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying South 48 degrees 07 minutes 50 seconds West for a distance of 1.28 feet;

THENCE North 69 degrees 59 minutes 42 seconds East for a distance of 169.78 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 980.00 feet for an arc distance of 403.54 feet (said arc being subtended by a chord of South 31 degrees 53 minutes 00 seconds East for a distance of 400.69 feet) to a concrete r/w monument found;

THENCE South 45 degrees 23 minutes 40 seconds West for a distance of 10.31 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 990.00 feet for an arc distance of 273.34 feet (said arc being subtended by a chord of South 51 degrees 35 minutes 04 seconds East for a distance of 272.47 feet) to a 1/2" iron pin set at the intersection of the northwesterly right-of-way line of Falcon Parkway (S.R. #13, public r/w varies);

THENCE proceeding southwesterly along the northwesterly right-of-way line of said Falcon Parkway South 34 degrees 16 minutes 08 seconds West for a distance of 414.72 feet to a 1/2" iron pin set;

THENCE South 36 degrees 09 minutes 50 seconds East for a distance of 4.53 feet to a concrete r/w monument found;

THENCE South 53 degrees 43 minutes 37 seconds West for a distance of 220.91 feet to a concrete r/w monument found;

THENCE North 36 degrees 45 minutes 34 seconds West for a distance of 30.22 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying North 53 degrees 26 minutes 43 seconds East for a distance of 0.94 feet;

THENCE South 53 degrees 42 minutes 30 seconds West for a distance of 122.61 feet to a concrete r/w monument found;

THENCE South 36 degrees 04 minutes 05 seconds East for a distance of 39.60 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 2371.83 feet for an arc distance of 317.93 feet (said arc being subtended by a chord of South 49 degrees 47 minutes 30 seconds West for a distance of 317.70 feet) to a concrete r/w monument found;

THENCE South 43 degrees 27 minutes 31 seconds East for a distance of 9.66 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying North 75 degrees 41 minutes 17 seconds West for a distance of 1.18 feet;

THENCE along a curve to the left having a radius of 2361.83 feet for an arc distance of 53.71 feet (said arc being subtended by a chord of South 45 degrees 48 minutes 48 seconds West for a distance of 53.71 feet) to a concrete r/w monument found;

THENCE South 44 degrees 14 minutes 21 seconds West for a distance of 47.94 feet to a concrete r/w monument found;

THENCE South 46 degrees 14 minutes 35 seconds East for a distance of 10.07 feet to a concrete r/w monument found;

THENCE South 44 degrees 50 minutes 12 seconds West for a distance of 300.18 feet to a concrete r/w monument found;

THENCE South 45 degrees 52 minutes 07 seconds East for a distance of 22.05 feet to a concrete r/w monument found;

THENCE South 45 degrees 52 minutes 07 seconds East for a distance of 8.05 feet to a 1/2" iron pin set;

THENCE South 44 degrees 27 minutes 07 seconds West for a distance of 593.67 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 1010.00 feet for an arc distance of 127.19 feet (said arc being subtended by a chord of South 48 degrees 03 minutes 34 seconds West for a distance of 127.11 feet) to a computed point;

THENCE along a curve to the right having a radius of 1010.00 feet for an arc distance of 58.86 feet (said arc being subtended by a chord of South 53 degrees 20 minutes 12 seconds West for a distance of 58.85 feet) to a 1/2" rebar found;

THENCE departing said right-of-way line of Falcon Parkway North 29 degrees 20 minutes 33 seconds West for a distance of 1731.16 feet to a 1/2" iron pin found on the southeasterly right-of-way line of Interstate 985 (S.R. #365, limited access public r/w varies);

THENCE proceeding northeasterly along said right-of-way line of Interstate 985 North 41 degrees 54 minutes 20 seconds East for a distance of 179.39 feet to a 1/2" rebar found;

THENCE North 41 degrees 41 minutes 23 seconds East for a distance of 25.59 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 11457.89 feet for an arc distance of 704.56 feet (said arc being subtended by a chord of North 39 degrees 51 minutes 03 seconds East for a distance of 704.45 feet) to a concrete r/w monument found;

THENCE along a curve to the right having a radius of 1343.34 feet for an arc distance of 120.12 feet (said arc being subtended by a chord of North 47 degrees 23 minutes 55 seconds East for a distance of 120.08 feet) to a concrete r/w monument found;

THENCE North 63 degrees 01 minutes 14 seconds East for a distance of 48.74 feet to a concrete r/w monument found;

THENCE along a curve to the right having a radius of 1333.34 feet for an arc distance of 147.21 feet (said arc being subtended by a chord of North 55 degrees 07 minutes 04 seconds East for a distance of 147.14 feet) to a concrete r/w monument found;

THENCE North 58 degrees 21 minutes 06 seconds East for a distance of 475.88 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 1260.00 feet for an arc distance of 23.71 feet (said arc being subtended by a chord of North 57 degrees 55 minutes 10 seconds East for a distance of 23.71 feet) to a concrete r/w monument found;

THENCE South 31 degrees 26 minutes 06 seconds East for a distance of 11.47 feet to a concrete r/w

monument found;

THENCE along a curve to the left having a radius of 1271.36 feet for an arc distance of 210.45 feet (said arc being subtended by a chord of North 52 degrees 28 minutes 33 seconds East for a distance of 210.21 feet) to a concrete r/w monument found;

THENCE North 42 degrees 11 minutes 16 seconds West for a distance of 20.84 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 1250.00 feet for an arc distance of 206.17 feet (said arc being subtended by a chord of North 43 degrees 01 minutes 34 seconds East for a distance of 205.93 feet) to a concrete r/w monument found;

THENCE North 38 degrees 08 minutes 44 seconds East for a distance of 36.35 feet to a concrete r/w monument found;

THENCE North 87 degrees 26 minutes 37 seconds East for a distance of 71.20 feet to a concrete r/w monument found at the intersection with the southwesterly right-of-way line of aforesaid Martin Road Extension;

THENCE proceeding along said right-of-way line of Martin Road Extension along a curve to the right having a radius of 870.00 feet for an arc distance of 313.68 feet (said arc being subtended by a chord of South 33 degrees 46 minutes 11 seconds East for a distance of 311.99 feet) to a concrete r/w monument found;

THENCE South 26 degrees 03 minutes 38 seconds West for a distance of 101.79 feet to a concrete r/w monument found, said concrete r/w monument found being the POINT OF BEGINNING.

Said tract or parcel of land contains 80.773 acres or 3,518,491 square feet.

EXHIBIT B

Copy of Easement

[See attached.]

033796

SEWER SYSTEM FACILITIES DEDICATION

000547

GEORGIA, HALL COUNTY

This conveyance executed this 9th day of October, 2000 for and in consideration of ten (\$10.00) dollars in hand paid, receipt of which is acknowledged, the undersigned does hereby grant, sell and convey unto the City of Flowery Branch, Georgia, forever all pump stations, sanitary sewers lines, perpetual easements for same, and appurtenances shown across and through the land indicated on the plat attached hereto as Exhibit A. Said land is indicated in Deed Book 3067, Pages 223-227; Deed Book 3183, Pages 258-262; and Deed Book 3420, Page 464, in the Superior Court of Hall County in Gainesville, Georgia. Said easements being on the lands of grantor and extending a distance of 10 feet on either and both sides of the centerline of sewer line and pump station or as otherwise shown on Exhibit A.

The Grantee shall have the right of ingress and egress on said lands for the purpose of maintaining said sewer system facilities and shall exercise reasonable diligence in doing necessary work in connection therewith so as to avoid damaging the property.

IN WITNESS WHEREOF, the undersigned Grantor hereto set his/her hand and seal the day and year above written.

Signed, Sealed and Delivered
In the Presence of:

Charlene Young
Notary Public

HALL COUNTY SCHOOL DISTRICT

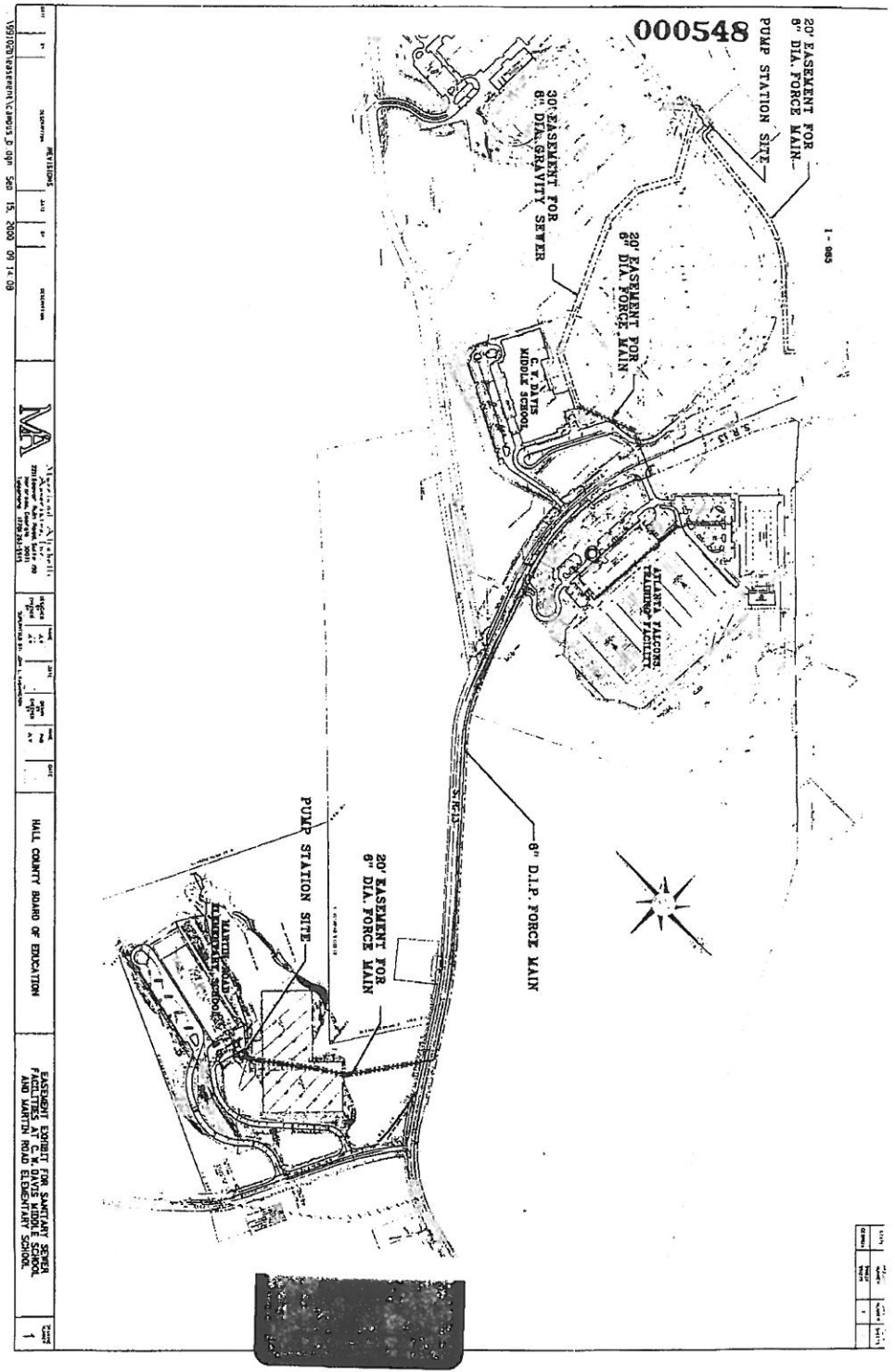
Bill L. Higgins
Chairman, Hall County Board of Education

Joe Fordham
Superintendent and Ex-Officio Secretary
Hall County Board of Education

12-12-2001
Commission Expires
John H. Hargulay
Witness

Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of Dec.
2000 at 11:15 a.m. Recorded in
Book 3782 Page(s) 547 + 548
this 12 day of Dec., 2000.
DWIGHT S. WOOD, CLERK, by: JB
31442

03782
0548





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: License Agreement for Temporary Sewer Construction

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

In October 2000, the City of Flowery Branch recorded a permanent easement for the lift station and sanitary sewer lines to serve Martin Road Elementary. These facilities are now being accessed by Scannell Development Company in order to serve the southwestern corner of Exit 14 and Martin Road and Falcons Parkway.

FACTS AND ISSUES:

This License Agreement will allow the Scannell Development Company to connect into our sanitary sewer system. The License Agreement shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

The staff recommends approval for this License Agreement.

SAMPLE MOTION:

I motion to authorize the Mayor to execute the License Agreement for Temporary Sewer Construction between the City of Flowery Branch and the Scannell Development Company.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: FB Partners Development Agreement

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

On April 19, 2018, the City rezoned approximately 109 acres of property located off McEver Road and Gainesville Street for 325 single family units now known as Summit Lake residential subdivision. Shortly thereafter Flowery Branch Partners, LLC ("FB Partners") made application for \$2,550,000 in TAD proceeds to pay costs for various Summit Lake development costs including dam work, lake restoration, multi-use trail connection, sewer outfall improvements, sidewalks, pump station, force main and improvements to McEver Road. After considering FB Partners' application, the TAD Advisory Committee ("TADAC") recommended approval of TAD funding in the amount of \$750,000. The City Council followed the TADAC's recommendation and approved \$750,000 of TAD proceeds to pay for certain Summit Lake development costs. With this approval the next step is to consider a Development Agreement between the City of Flowery Branch ("City") and FB Partners setting forth the terms and conditions for the payment.

The basic terms of the Development Agreement are that the after the City pays itself and its obligations under The Residential Group Development Agreement, the City will pay FB Partners annual payments beginning April 30, 2021 for a period of 15 years (unless the total \$750,000 commitment is paid earlier) from TAD funds generated by the increment created by the development of the Summit Lake subdivision according to a formula set forth in the agreement. Because of an issue with the Hall County Tax Assessor, it is not expected that Summit Lake development will generate sufficient tax increment to result in an annual payment in 2021.

FACTS AND ISSUES:

FB Partners will be required to present to the City what expenses are being paid reimbursed so we know they conform with the agreement.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$750,000 from the TAD Fund

RECOMMENDATION:

Staff recommends approval.

SAMPLE MOTION:

Motion to authorize the Mayor's signature on the FB Partners Development Agreement.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [FB Partners Dev Agreement Executive Summary.pdf](#)
- [FB Partners Development Agreement FINAL DRAFT Clean No Ex C.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Flowery Branch Partners, LLC TAD Development Agreement

DATE: April 12, 2021

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: April 15, 2021

PURPOSE: Consider entering into a TAD Development Agreement with Flowery Branch Partners, LLC.

HISTORY: On April 19, 2018, the City rezoned approximately 109 acres of property located off McEver Road and Gainesville Street for 325 single family units now known as Summit Lake subdivision. Shortly thereafter Flowery Branch Partners, LLC (“FB Partners”) made application for \$2,550,000 in TAD proceeds to pay costs for various development costs including dam work, lake restoration, multi-use trail connection, sewer outfall improvements, sidewalks, pump station, force main and improvements to McEver Road. After considering FB Partners application, the TAD Advisory Committee (“TADAC”) recommended approval of TAD funding in the amount of \$750,000. The City Council followed the TADAC’s recommendation and approved \$750,000 of TAD proceeds to pay for certain Summit Lake development costs. With this approval, the next step is to consider a Development Agreement between the City of Flowery Branch (“City”) and FB Partners setting forth the terms and conditions for the payment.

FACTS AND ISSUES: The basic terms of the Development Agreement are that after the City pays itself and its obligations under The Residential Group Development Agreement, the City will pay FB Partners annual payments beginning April 30, 2021 for a period of 15 years unless the total \$750,000 commitment is paid earlier from TAD funds generated by the increment created by the development of the Summit Lake subdivision according to a formula set forth in the agreement. Because of an issue with the Hall County Tax Assessor, it is not expected that Summit Lake development will generate sufficient tax increment to result in an annual payment in 2021.

OPTIONS: Not applicable. The City previously approved the payment of \$750,000 of TAD funds to FB Partners for redevelopment costs of the Summit Lake development. The Development Agreement memorializes this previous approval.

RECOMMENDED SAMPLE MOTION: I make a motion the City enter into a Development Agreement with Flowery Branch Partners, LLC, authorizing the Mayor to sign all necessary contract documents to accomplish same.

DEPARTMENTS: Administration

Prepared by: E. Ronald Bennett, Jr., City Attorney

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated as of the 16th day of April, 2021 is made between the City of Flowery Branch, a municipal corporation of the State of Georgia ("City"), and Flowery Branch Partners, LLC, its successors and assigns ("FB Partners").

ARTICLE I - RECITALS

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, the City has determined that encouraging redevelopment within its historic downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and has prepared a redevelopment plan to create a walkable mixed-use development within Old Town, as outlined in the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014 (hereafter the "Redevelopment Plan"); and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created the Old Town and Commercial Gateways Tax Allocation District ("TAD #1") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD #1 is terminated; and

WHEREAS, this Agreement applies to certain property described in Exhibit "A" containing approximately 109.064 acres, which is also located within the TAD, and upon which FB Partners intends to develop to accommodate up to 325 single family detached homes and associated resident amenities to be identified as "Summit Lakes" ("Project") and which, upon completion, will make additional tax allocation increments available to fund eligible redevelopment costs within the Project and elsewhere within the TAD; and

WHEREAS, FB Partners has applied for and received required zoning and subdivision plan approvals in order to develop the Project in accordance with plans described in Exhibit "B", attached hereto and incorporated herein by reference; and

WHEREAS, the City has authorized a maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000) of tax increment financing ("TIF") to FB Partners, payable over a maximum of fifteen (15) single annual installments from tax allocation increments generated by the Project over the remaining life of the TAD, in accordance with a formula specified in this Agreement and for the purpose of enhancing the economic viability of the Project; and

WHEREAS, the contribution of TIF is for the express purpose of achieving the development of the Project in the manner described in Exhibits "B" and "C", respectively; and

WHEREAS, through the contribution of TIF the City has an interest to ensure that the Project is constructed in a timely manner and in substantial conformity to the quality, specifications and pricing projected in Exhibits "B" and "C".

AGREEMENT

NOW THEREFORE, the City and FB Partners for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement and for and in consideration of the contribution of TIF in the amount specified above, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

"Act of Bankruptcy" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Annual City TAD Payment” means the calculated sum of FB Partners Project Tax Allocation Increment due from the City to FB Partners on each Payment Date as further described in the TAD Payment Formula appearing in Section 5.1 of this Agreement.

“Approved Project Plans” or **“Project Plans”** shall mean architectural plans, drawings and specifications as approved and maintained on file with the City of Flowery Branch, Department of Community Development, Permits and Inspections Office, are consistent with City policies as applied to redevelopment within the Flowery Branch TAD #1 and have been recommended for approval by a duly formed TAD Advisory committee consisting of City and County Representatives.

“Certified Base Digest of the FB Partners Project Parcels” means the total Digest (40%) value of real property located within tax parcels 08111 003002, 08111 003028, 08111 003039, 08112 027028A and 08112 027028D, which together form the boundaries of the Project as identified Exhibits “A” and “B” when the TAD was certified, as of December 31, 2007, in the amount of \$781,198.

“City” means the City of Flowery Branch, a municipal corporation and political subdivision of the State, acting through its legislative body, the City Council, and its successors and assigns under this Agreement. The City will also act in the capacity as City as contemplated by the Redevelopment Powers Law and the Redevelopment Plan.

“Effective Date” means April 16, 2021 as the effective date of this Agreement.

“Flowery Branch Partners” or **“FB Partners”** means Flowery Branch Partners, LLC, a Georgia Limited Liability Company, its successors and assigns, which has proposed to construct a certain single-family development to be known as “Summit Lake” within Flowery Branch TAD #1 and has applied to the City of Flowery Branch for Tax Increment Financing to defray certain eligible redevelopment costs.

“FB Partners Project Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within that portion of the TAD which constitutes the Project and occurring within the boundaries of the Project as shown in Exhibit “A”, at the future tax millage rates then in force in the City and County. Should the Hall County Board of Education in the future elect to include its tax allocation increment in the TAD, then the tax millage rates in the preceding sentence will include the Hall County Board of Education millage rates then in force.

“Force Majeure” means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, provided that event or circumstance is limited to the following: (a) a result of natural disaster, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), (b) acts of war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, riots, insurrection, military or usurped power or confiscation, terrorist activities, (c) nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party shall be declared in Default or be entitled to terminate this Agreement under Article VI (Default) in such circumstances.

“Material Change” means any significant modification to the approved plans for construction of the Project as would be reasonably determined by the City. Material changes may include but not be limited to changes in building square footages, exterior building elevations, construction materials or specifications contained in final Approved Project Plans filed with Flowery Branch Department of Community Development, Building and Development Inspections Office and referenced in Exhibit “B”.

“Outstanding Balance of City TAD Payments” means at any given point in time during the term of this Agreement an amount equal to \$750,000 minus the sum of all previous Annual City TAD Payments made to FB Partners and/or its approved successors or assignees.

“Payment Date for City Reimbursement of FB Partners’ Project Tax Increments” or “Payment Date” means each April 30, commencing with April 30, 2021 and concluding no later than April 30, 2035. If any Payment Date from time to time occurs on a day other than a day on which the City is open for business (“Business Day”), the payment due on such Payment Date shall be made on the next succeeding Business Day. The Payment Date may be changed from time to time, if mutually agreed upon by FB Partners and the City.

“Phase 1 Public Improvements” shall mean the construction of certain public improvements, such as park space to be developed on real property located within Tax Parcel 08112A002013 and Parcel 08112A002001, as identified in Hall County tax assessment records and owned by the City of Flowery Branch, along with identified hardscapes, landscaping, parking and streetscape improvements, which are scheduled to be completed together with the redevelopment of the former Flowery Branch City Hall and Police Station. The approval of Phase 1 Public Improvements in the amount of \$4,600,000, and the financing thereof, were duly authorized by the Flowery Branch City Council on November 15, 2018. The City’s financial obligations to pay debt service for Phase 1 Public Improvements shall take precedence over and be paid prior to the distribution of additional TAD #1 Tax Allocation Increment for any other purpose.

"Project" means a certain single-family home development to be known as "Summit Lake" to be developed on the Property and set forth on Exhibit "A" within Flowery Branch TAD #1 by FB Partners in accordance with the approved zoning category within the City of Flowery Branch and in accordance with the Approved Rezoning Ordinance Adopted by the Flowery Branch City Council and appearing in Exhibit "D".

"Project Cost Estimates" means the estimated Project development costs for the construction and sale of single-family homes, including Approved Redevelopment Project Costs, as quantified in Exhibit "C."

"Supplemental City TAD Payment" means the sum of any voluntary payments the City may choose to add from time to time to the Annual City TAD Payment to the Project as described in Section 5.1 of this Agreement, whether from other unallocated future TAD proceeds or from other available sources. The City may consider making supplemental payments in order to reduce the Outstanding Balance of City TAD Payments, or fully retire the City's remaining obligations to FB Partners. Supplemental payments will be credited against the Outstanding Balance of City TAD Payments in the same manner as regular Annual City TAD Payments. The City's decision to make a Supplemental TAD Payment in any future year, as well as the amount of such payment(s), shall be voluntary and at the sole discretion of the City.

"TRG Development Agreement" means an Agreement between the City of Flowery Branch and The Residential Group, LLC, "TRG" as approved by the Flowery Branch City Council and executed on July 18, 2019 related to the City's reimbursement of certain Redevelopment Project costs to TRG, payable in a manner similar to the formula described in Article V of this Agreement. Section 5.2 of the TRG Development Agreement, which prohibits the City from subordinating that Agreement to any later agreement committing tax allocation increments or financing to any other project within the TAD, is fully incorporated herein by reference.

"Redevelopment Powers Law" means the Redevelopment Powers Law, O.C.G.A. §36-44-1, et seq., as amended.

"Tax Allocation District #1", also known as the "Old Town and Commercial Gateways TAD" or "the TAD" means that certain property described in the City of Flowery Branch Redevelopment Plan for Tax Allocation District #1: Old Town and Commercial Gateways, ("the Redevelopment Plan") and being further identified on Map 1, page 6 of the Redevelopment Plan and containing those real property tax parcels listed in Appendix B of said Redevelopment Plan, being duly created by Resolution of the Flowery Branch City Council and the Tax Allocation District #1 being certified and made effective as of December

31, 2007.

“TAD #1 Special Fund” or TAD Special Fund means a major governmental special revenue fund established by the City of Flowery Branch, into which Tax Allocation Increment is deposited for the purpose of financing capital investments to revitalize the City’s commercial/downtown, in accordance with the purposes and objectives outlined in the Redevelopment Plan.

“TAD #1 Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within the Flowery Branch TAD #1 as a whole, at the tax millage rates then in force in the City and County. Should the Hall County Board of Education in the future elect to include its tax allocation increment in the TAD, then the tax millage rates in the preceding sentence will include the Hall County Board of Education tax millage rates then in force.

“TAD #1 Millage Rates” mean that portion of future millage rates levied on real property which have been pledged for the purpose of calculating positive tax allocation increments.

“TAD Payment Formula” means the agreed upon method to calculate Annual City TAD Payments due from the City to FB Partners as further described in the TAD Payment Formula presented in Section 5.1 of this Agreement.

“Tax Increment Financing (TIF)” shall in this case mean annual payments, bonds, notes or other forms of financing to be issued by the City to finance or repay its obligations under the terms of this agreement, which are issued on the basis of pledging for the payment or security for payment of such obligations, incremental future property tax revenues to be generated within the City of Flowery Branch, “Old Town and Commercial Gateways Tax Allocation District” (TAD #1).

“Village at East Main Development Agreement” means an Agreement between the City of Flowery Branch and Winterset Holdings, LLC/Heritage Group Homes, LLC (Winterset/Heritage) as approved by the Flowery Branch City Council related to the City’s reimbursement certain Redevelopment Project costs to Winterset/Heritage, payable in the same manner as the formula described in Article V of this Agreement, and fully incorporated herein by reference. The FB Partners and Village at East Main Development Agreements, having been approved concurrently by the Flowery Branch City Council, shall be treated equally with respect to the City’s obligations outlined under Article V of the respective Agreements.

Additional terms not specifically defined herein shall carry their usual and customary meanings under the Redevelopment Powers Law and related applicable statutes.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Flowery Branch Partners, LLC. FB Partners hereby represents and warrants to the City that:

(a) *Organization and Authority.* FB Partners is a limited liability company, in good standing and authorized to transact business in the State. The manager of FB Partners has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) *Due Authorization, Execution and Delivery.* The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of FB Partners and no further approvals or filings of any kind, including approval of or filing with any governmental authority, are required by or on behalf of FB Partners as a condition to the valid execution, delivery, and performance by it of this agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of FB Partners in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) *Organizational Documents.* FB Partners' organizational documents are in full force and effect and have not been modified or supplemented on those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) *Bankruptcy.* No Act of Bankruptcy has occurred with respect to FB Partners.

(e) *No Litigation.* There is no action, suit or proceeding pending or, to the knowledge of FB Partners threatened against or affecting FB Partners in any court, before any arbitrator or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of FB Partners, or (iii) could materially and adversely affect the ability of FB Partners to perform its obligations hereunder.

(f) *No Undisclosed Liabilities.* FB Partners is not subject to any material liability or obligation, including contingent liabilities. FB Partners is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of FB Partners to perform its obligations under this Agreement.

(g) *Principal Office.* The address of FB Partners 's principal place of business is 1735 Buford Highway, Suite 215-427, Cumming, GA 30041.

(h) *Licenses and Permits.* FB Partners possesses, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(i) *Plans.* During the ordinary course of the development process, FB Partners will furnish the City with a complete set of the Plans to be approved by the City. The Plans so furnished to the City comply with all applicable governmental requirements and, upon receipt of City approval, shall become Exhibit "B". Exhibit "B" and accompanying building permits and inspection records will be maintained on file with the City's Building Inspection Office.

(j) *Project Cost Estimates/Development Budget.* FB Partners has furnished the City with a current representation of the estimated Project construction costs, including that portion of Project construction costs to be reimbursed through Annual City TAD Payments as of the Effective Date of the Agreement, incorporated herein as Exhibit "C".

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to FB Partners that:

(a) *Organization and Authority.* The City is a municipal corporation duly created and existing under the laws of the State. The City has the requisite power and authority to execute and deliver this

Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) *Due Authorization, Execution and Delivery.* The execution, delivery, and performance of this Agreement has been duly authorized by the City of Flowery Branch. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) *No Litigation.* There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

ARTICLE IV

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF FB PARTNERS

Section 4.1 Construction of the Project. FB Partners or its affiliate shall develop and construct the Project in accordance with approved Planned Unit Development (PUD) zoning category in the City of Flowery Branch and in accordance with the Approved Rezoning Ordinance adopted for same by the Flowery Branch City Council, such ordinance is shown on Exhibit "D", attached and incorporated herein. FB Partners shall commence and pursue completion with commercial diligence of the project defined herein and same shall be accomplished in a good and workmanlike manner.

Section 4.2. Approvals Required for the Project. FB Partners will obtain or cause to be obtained all necessary project approvals for the Project and will comply with all legal requirements of any governmental body regarding the use or condition of its Project. The City agrees to process building permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

Section 4.3. Delay or Abandonment. Subject to Force Majeure, FB Partners agrees to diligently pursue through completion the development of the Project as defined herein. FB Partners agrees that in the event that construction should be halted or delayed by ninety (90) days or more, subject to Force Majeure, the City shall give FB Partners notice to recommence construction and that construction shall be recommenced within thirty (30) days thereafter and failure to recommence construction shall constitute a default under this Agreement.

Section 4.4. Material Modifications. FB Partners agrees to develop the Project in accordance with the plans shown in Exhibit "B" and the Approved Rezoning Ordinance as shown on Exhibit "D". FB Partners shall not materially change or modify such plans without following the procedure set forth in the City of Flowery Branch Code which procedures require the approval of the Flowery Branch City Council to change or modify the plan of development.

Section 4.5. Payment of Property Taxes. FB Partners Project Tax Allocation Increment and resulting Annual City TAD Payments due to FB Partners are calculated on the basis of property taxes levied and collected on real property located within the Project site. FB Partners agrees to promptly pay all annual property taxes owed by FB Partners upon any real estate it continues to own in the Project, and upon the City's request, to provide copies of property tax bills received and receipts for tax payments made, no later than seven (7) days prior to the scheduled Payment Date upon which the City's Annual TAD Payment is due. In the event that FB Partners fails to pay property taxes owed during the applicable tax year or fails to provide applicable payment records requested by the City, the City may delay the Payment Date until such time as this information is provided. Upon receipt of copies of the property tax bills and paid receipts, the City shall promptly process the Annual TAD Payment generated from applicable property tax payments received in accordance with this Agreement. This provision shall only apply to annual property taxes owed by FB Partners, its successors or assigns, within the boundaries of the Project. FB Partners shall be in no way be responsible for ensuring the City's collection of real property taxes owed by other owners of real property that may be developed on the Project site and later sold. Similarly, the terms of this Agreement shall not obligate the City to take any action beyond usual and customary enforcement measures to collect unpaid taxes owed by other parties.

Section 4.6. Litigation. FB Partners will notify the City in writing, within thirty (30) days of its having knowledge thereof, of any actual, pending, or threatened litigation or adversarial proceeding in which a claim is made against FB Partners or against the site or the Project, and of any judgment rendered against FB Partners. Additionally, the City will notify FB Partners in writing, within thirty (30) days of its having knowledge thereof, of any actual, pending, or threatened litigation or adversarial proceeding in which a claim is made against the City regarding the Project or TAD Payments.

Section 4.7. Compliance with Laws, Contracts, Licenses, and Permits. FB Partners will make good faith efforts to comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

ARTICLE V

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF THE CITY OF FLOWERY BRANCH

Section 5.1. Annual City TAD Payments. The City agrees to make annual payments to the Project from Project Tax Allocation Increments over a maximum 15 annual installments delivered on the Annual Payment Date Due, commencing on April 30, 2021 and concluding on the earlier of (i) April 30, 2035 or (ii) when the sum of the then current year TAD Payment plus all prior year City TAD Payments made totals \$750,000. The amount of the Annual City TAD Payment due to FB Partners in any future year under the term of this Agreement shall be calculated as follows:

(a) Based upon the annual calculation of the TAD #1 Digest as provided by the Hall County Board of Assessors, the City Finance Director shall calculate that (future) year's "TAD #1 Tax Allocation Increment" (within the meaning of the Redevelopment Powers Law), meaning that amount which is specified in Code Section 36-44-9, and is obtained by first multiplying the total applicable ad valorem real property taxes levied within the TAD based upon TAD #1 Millage Rates then in effect; and then multiplied by a fraction having a numerator equal to that (future) year's taxable value of all taxable property subject to ad valorem property taxes within TAD #1 minus the tax allocation increment base, and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within TAD #1. The total levied TAD Millage multiplied by that fraction represents the portion of total applicable property tax collections which constitute "Tax Allocation Increment" due to be deposited into the TAD #1 Special Fund in that (future) year, while the balance represents the remaining taxes retained by the respective City and County General Funds. If less than 100% of real property taxes due from all TAD Parcels have been paid, the total Tax Allocation Increment calculated in this Section shall be reduced proportionally to reflect the percentage of real property taxes actually collected.

In any future year within the Term of this Agreement, if the tax allocation increment base is less than that year's value of all taxable property subject to ad valorem property taxes, then the total TAD #1 Tax Allocation Increment is "positive". In such event, the City shall first calculate the total amount of positive City and County Tax Allocation Increments deposited into and/or due the TAD #1 Special Fund between the date of the previous year's City TAD Payment to FB Partners and seven days prior to the current year Payment Date. From that total amount, the City shall first calculate, reserve, and deduct sufficient TAD funds to satisfy the City's obligations to repay annual debt service costs incurred to finance Phase 1 Public Improvements, toward which Tax Allocation Increments from TAD #1, as a whole, were pledged. The City shall then calculate, reserve, and deduct sufficient TAD funds to satisfy the Development Agreement between the City and the Residential Group, LLC (TRG Development Agreement). FB Partners and Winterset/Heritage shall then be entitled receive a City TAD Payment from the then remaining TAD funds. FB Partners' share of the remaining TAD funds

shall be determined as described further below and subject to all other limiting conditions outlined in Article V.

(b) If upon satisfying the provisions of Section 5.1.(a) the City Finance Director determines that remaining TAD #1 Tax Allocation Increments are available for distribution, that FB Partners has paid real property taxes due in accordance with Section 4.5, and is otherwise eligible to receive a City TAD Payment, the City shall then calculate the amount of the City TAD Payment potentially due FB Partners from the remaining available TAD funds. This shall be determined by first calculating the total Annual Tax Allocation Increment attributable to all taxable real property/parcels then located within the Project boundaries shown in Exhibit "A", which together comprise "the Project." That sum shall be determined by (i) multiplying the total applicable ad valorem real property taxes levied on the Project based upon TAD #1 Millage Rates then in effect; and (ii) determining the total applicable Tax Allocation Increment by multiplying the total TAD Millage by a fraction having a numerator equal to that (future) year's combined Taxable Digest (40%) Value from all taxable parcels then determined to comprise Project, minus the Certified Base Digest of the Project (as defined in Article II) when the TAD was approved as of December 31, 2007, of \$781,198, and a denominator equal to that year's taxable value of year's taxable Digest (40%) value of the Project. If applicable, the City must also add to this amount any prior year accruals as provided for in Section 5.1.(d), as funds are available.

(c) In the same manner described in Section 5.1.(b) the City will calculate the amount of the City TAD Payment potentially due Winterset/Heritage per the terms of the Village at East Main Development Agreement. FB Partners' percentage share of the remaining available TAD funds calculated in Section 5.1.(a) will be determined by a fraction having the numerator equal to that (future) year's City TAD Payment potentially due FB Partners as calculated in Section 5.1.(b), and a denominator equal to the sum of that year's combined Annual City TAD Payments potentially due FB Partners and Winterset/Heritage.

(d) The total amount of the City TAD Payment that FB Partners would receive in that (future) year shall then be determined to be the lesser of (i) the applicable Tax Allocation Increment created by and attributable to investment in the Project as calculated in Section 5.1(b), (ii) FB Partners' percentage share of remaining available funds as determined in Sections 5.1.(a) and (c); or (iii) the Outstanding Balance of City TAD Payments due FB Partners at that time. Notwithstanding anything contained to the contrary herein, upon the City's receipt of payment for the applicable portion of real property taxes owed by FB Partners, the City Finance Director shall promptly determine the applicable TAD Payment to be disbursed and paid to FB Partners in accordance with this Agreement.

(e) During any year in which the total available, "lesser of" TAD #1 Tax Allocation Increment distributed to FB Partners calculated under the terms of Section 5.1(d) is less than the total applicable amount created by and attributable to investment in the Project as determined by the formula described in Section 5.1(b), and is also less than the Outstanding Balance of City TAD Payments due FB Partners at that time, such condition would cause the City's TAD Payment to be less than would otherwise have been owed to FB Partners in that (future) year. In such a case, the City Finance Director will calculate the difference and carry forward that shortfall, as well as any remaining accrued shortfalls from prior years to the next Payment Due Date. In the event that total available tax allocation increment

collected over the following 12 months to the next Payment Due Date, exceeds the applicable amount of real property tax actually collected from the Project during that same period as determined by Section 5.1(d), any remaining excess tax allocation increment will be applied as available to reduce or eliminate the accrued shortfalls from prior years. Prior year accruals will continue to carry forward in this manner until fully paid.

(f) Upon calculating the total amount of the City TAD Payment FB Partners would receive in that (future) year, and prior to the due date for delivering the City TAD Payment, the City Finance Director shall report to the City Manager and to the City Council the “lesser of” amount due FB Partners, the sum of all prior year payments made and the remaining balance due FB Partners after making the current year TAD Payment, and the existence of any unallocated or available TAD revenues that may be used to add a Supplemental TAD Payment to FB Partners as defined in Section II. The City Council may, at that time choose, by majority vote of members present and voting, to authorize the Finance Director to make a Supplemental TAD Payment for the purpose of accelerating the payment of remaining City obligations due to FB Partners. The City’s decision to make a Supplemental TAD Payment in any future year(s), as well as the amount of such payment(s), shall be voluntary and at the sole discretion of the City Council

(g) The following example illustrates how the above formula to determine the Annual City TAD Payment due would apply in future Year x , should the following hypothetical conditions apply:

Taxable Full Value of the FB Partners’ (Summit Lakes) Project (all taxable parcels) in Year x =	\$66,025,000
Total Project Digest (40%) Value =	\$26,410,000
Certified Base Digest of Project Parcels =	\$781,198
Total TAD #1 Digest (40% Value) in Year x =	\$100,236,200
TAD #1 Certified Base Digest =	\$18,049,333
TAD #1 Tax Allocation Increment Ratio in Year x (<i>Year x TAD Digest-TAD Base</i>)/ <i>Year x TAD Digest</i> =	82.0%
Total TAD Millage Rate levied on Real Property Pledged to TAD #1 in Year x =	8.62
Total TAD Millage Levied on Project Parcels in Year x =	\$227,760
Total TAD Increment generated by Project Parcels @ 97.0% of Total TAD Millage in Year x =	\$221,023
The Sum of all City TAD Payments made to FB Partners prior to Year x =	\$350,000
Total TAD Increment generated by Village at East Main Project Parcels in Year x =	\$66,618
Total Tax Allocation Increments due the TAD Special Fund (<i>TAD Millage x Tax Allocation Increment Ratio</i>) =	\$708,800
Total Tax Allocation Increments deposited into the TAD Special Fund over the previous 12 Months (<i>estimated @ 96% of total due</i>) =	\$680,428
Less City TAD Funds reserved to finance Phase 1 Public Improvements in Year x =	-\$315,000

Less City TAD Funds reserved for TRG Development Agreement in Year x =	-\$120,710
Remaining collected/deposited TAD increment available for distribution in Year x =	\$244,708

(i) The Tax Allocation base (\$18,049,333) is less than the taxable value of all taxable property in TAD #1 in Year x (\$100,236,200). The total TAD #1 tax allocation increment is therefore "positive".

(ii) Based on the applicable millage rates pledged to TAD #1 in Year x , (8.62 mils) the total amount of applicable real property taxes levied within TAD #1 would total \$864,437 of which, \$708,780 (82.0%) would be Tax Allocation Increments due to the TAD Special Fund and the remainder would be retained by the respective City and County General Funds. No later than seven days prior to the Payment Date the City Finance Director determines that 96% of the total tax allocation increments due the TAD #1 Special Fund, (including payments received from the County) or \$680,430 had been confirmed as collected and deposited into the TAD Special Fund since the date of previous year's City TAD Payment to FB Partners. From that amount, the City has either already paid or is obligated to reserve \$315,000 to satisfy its Year x debt service obligation owed for Phase 1 Public Improvements, plus \$120,720 due to TRG under the TRG Development Agreement. The remaining available Tax Allocation Increments subordinate to the satisfaction of these commitments, totals \$244,708.

(iii) Under Section 5.1.(b), the City Finance Director first determines that FB Partners has paid in full its City and County Property taxes due on those parcels within the Project that were under FB Partners' ownership, and FB Partners was therefore entitled to receive a City TAD Payment. The total applicable ad valorem real property taxes levied on the Project based upon the TAD #1 Millage Rates then in effect (8.62 mils) total \$227,760. The taxable digest value of the Project in Year x (\$26.41 million) minus the 2007 Certified Base Digest of the FB Partners Project Parcels (\$781,198) is divided by the taxable digest value of the Project in Year x and equals 97.0 percent, meaning that 97.0% of the Project's taxable digest in Year x is attributable to the redevelopment of those parcels by FB Partners and other property owners which make up the Project. The total TAD Millage levied on the Project in Year x , \$227,760, multiplied by 97.0% equals \$221,023 and represents the proportional share of the TAD millage levied on the Project in Year x that would have been credited and deposited into the TAD #1 Special Fund.

(iv) In the same manner and using the same formula as described in Section 5.1.(g)(iii) the City Finance Director determines that Winterset/Heritage has also qualified to receive a City TAD Payment for the Village at East Main Project, and calculates the sum credited and deposited into the TAD #1 Special Fund from that Project to be \$66,618. The combined Tax Allocation Increments credited to FB Partners and Winterset/Heritage totals \$287,641. FB Partners' percentage share of the remaining available TAD funds calculated

in Section 5.1.(a) is therefore calculated to be 76.8% of the total. The sum available for distribution, calculated under Section 5.1.(g)(ii) to be \$244,708, multiplied by 76.8% totals \$188,033.

(v) The amount of the City TAD Payment due under the first “lesser of” test outlined in section 5.1.(d) is then determined by comparing the applicable Tax Allocation Increment created by and attributable to investment in the Project per the formula described in Section 5.1(b) or \$221,023 against FB Partners’ percentage share of the remaining available TAD funds calculated in Section 5.1.(a) which subordinate to the City’s repayment of prior approved funding commitments. That sum, per the formula described in Section 5.1(c) totals \$188,033. Therefore, in this example the “lesser of” amount calculated under Section 5.1(c) or \$188,033 applies.

(vi) Under the second “lesser of” test, in this example the sum of all Annual City TAD payments, including Supplemental City TAD Payments, made to FB Partners, including any Supplemental City TAD Payments in prior years totals \$350,000, leaving an Outstanding Balance of City TAD Payments due in Year *x* of \$400,000. This amount, also being greater than the amount calculated in sub-section (v) does not apply.

(vii) Therefore, based on the above example, the “lesser of” City TAD Payment due FB Partners in Year *x* would be \$188,033.

(viii) In this example, the “lesser of” TAD #1 Tax Allocation Increment distributed to FB Partners calculated under the terms of Section 5.1(d) is less than the total applicable amount created by and attributable to investment in the Project as determined by the formula described in Section 5.1(b), and is also less than the Outstanding Balance of City TAD Payments due FB Partners at that time. Therefore, the City’s TAD Payment is less than would otherwise have been owed to FB Partners in that year. Accordingly, the City Finance Director calculates the difference (\$188,033-\$221,023) and carries forward the shortfall of \$32,989, plus any remaining accrued shortfalls from prior years, to the next Payment Due Date.

(h) In the event that the sum total of 15 Annual City TAD Payments made in accordance with the preceding formula, plus any Supplemental City TAD payments made through the final Annual Payment Date of April 30, 2035, fail to total \$750,000, the City’s obligation will cease at that time and shall be considered paid in full.

Section 5.2. Subordination. The City and FB Partners understand and hereby agree that future annual City TAD Payments due to FB Partners shall be made subordinate to the satisfaction of (a) the City’s first obligation to repay debt service for Phase 1 Public Improvements and (b) Annual City TAD Payments previously agreed to in a Development Agreement between the City of Flowery Branch and the Residential Group, LLC, as approved by the Flowery Branch City Council and executed on July 18,

2019, the **“TRG Development Agreement”**. The TRG Development Agreement prohibits the City from subordinating Annual City TAD Payments due to TRG, its successors or assigns, to any later agreement committing tax allocation increments or financing to any other project within the Flowery Branch TAD #1.

Excepting the preceding paragraph and the Village at East Main Development Agreement, the City agrees that for as long as it remains in effect, this Agreement shall take priority over any future agreements to use TAD #1 Tax Allocation Increment for any other purposes, whether committed to reimburse the City for City Redevelopment Costs or pledged by the City to support other eligible redevelopment projects. The City shall take no action that would either (a) subordinate this Agreement to any later agreement committing tax allocation increments or financing to any other project within the TAD, (b) substantially reduce the future taxable digest of TAD #1 by acquiring taxable real property for tax exempt purposes to a degree that would cause the lesser of conditions described in Section 5.1(d)(ii) to occur, or (c) otherwise spend any portion of the total amount of positive tax allocation increments deposited into the Flowery Branch TAD #1 Special Fund between the date of the previous year’s City TAD Payment to FB Partners and the current year Payment Date, before or until such time as all payments due FB Partners under the terms of Section 5.1 are made.

Section 5.3. Alternative Financing. Nothing in this agreement will limit the right of the City to consider alternate methods of financing or refinancing Approved Project Redevelopment Costs, including without limitation, payments from accumulated and unspent TAD #2 Tax Allocation Increments, or the issuance of bonds or other forms of financing, so long as such financing does not have detrimental effect on the TAD Project or violate provisions of Section 5.2. In lieu of Annual City TAD Payments reimbursed from future Project Tax Allocation Increments as contemplated in Section 5.1, the City may in its sole discretion, choose to prepay or finance all or a portion of the TAD Project contemplated herein. If the City or its Downtown Development Authority (DDA) chooses to issue bonds or obtain other forms of financing, FB Partners will cooperate and assist the City or DDA in this regard. If financing is issued and the proceeds thereof paid to FB Partners in an amount sufficient to pay the outstanding balance of City TAD Payments due at that future time as contemplated by this Agreement, then upon such payment this Agreement will terminate. In no event will the sum of City TAD Payments paid prior to obtaining such financing plus, the outstanding balance of City TAD Payments provided for in such financing, exceed the sum of \$750,000.

Section 5.4. Building Inspections and Approvals. The City agrees to process building permit applications, as well as other applications for business licenses and related permits in a prompt and timely manner in accordance with its normal rules and procedures.

Section 5.5. Administration of the TAD #1 Special Fund. The City agrees to diligently administer the TAD #1 Special Fund, in accordance with the City’s established auditing procedures and Intergovernmental Agreement(s), including making all deposits due on a timely basis. The City shall take

no action that would adversely impact existing or future Intergovernmental Agreements, or otherwise relieve the County (and/or the School District should the Hall County Board of Education consent to participate in TAD #1 in the future) from its obligation to contribute future Annual County Tax Allocation Increments due. The City shall make reasonable efforts to collect future Annual Tax Allocation Increments due from the County but shall not be legally responsible to FB Partners for enforcing the compliance of other consenting taxing jurisdictions to TAD #1.

ARTICLE VI DEFAULT

Section 6.1. Default by FB Partners. The following will constitute a default by FB Partners:

- (a) Subject to Force Majeure, failure of FB Partners to materially and timely comply with and perform each of its obligations set forth in this Agreement.
- (b) Any representation or warranty made by FB Partners in this Agreement or subsequently made by it in written document furnished to the City and specifically related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material and adverse respect.
- (c) An Act of Bankruptcy of FB Partners.
- (d) Any failure to develop the property in accordance with the approved zoning category of the City of Flowery Branch, including the Approved Rezoning Ordinance applicable to Subject Property.
- (e) Any failure to develop the property in accordance with applicable City codes, ordinances and the final plan approved by City as contained in Exhibit "B".

Section 6.2. City's Remedies. If a default by FB Partners occurs and continues 30 days after receipt of written notice to FB Partners from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and FB Partners begins to diligently pursue the cure of such default within such 30-day period), the default will become an "Event of Default," and the City will be entitled to elect any or all of the following remedies:

(i) terminate this Agreement, (ii) reduce the amount of the Approved Redevelopment Project Costs and/or the remaining unpaid portion of the City's contribution of tax increment financing by an amount proportional to the reduction of the project's value caused by the Default; (iii) seek any remedy at law or in equity that may be available as a consequence FB Partners 's default; (iv) pursue specific performance of this Agreement or injunctive relief; or (v) waiver of such Event of Default.

Notwithstanding anything contained to the contrary herein, upon FB Partners' receipt of final plat approval, or its equivalent from the City's, Department of Community Development, plus the City's inspection and sign off that all of the project improvements that were partially or entirely designated as Approved Redevelopment Project Costs in Exhibit "C" have been completed to the specifications contained in the Approved Project Plans, FB Partners shall be deemed to have complied and satisfied the Approved Rezoning applicable to the Project. Further, receipt of such final plat approval or its equivalent shall supersede any Event of Default by FB Partners and shall be conclusive proof that FB Partners has performed its obligations and duties in accordance with Sections 4.1 through 4.4 herein.

Section 6.3. Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and another rights and remedies provided for or available at law or in equity.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of FB Partners contained herein, FB Partners agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, the amount of such fees of attorneys; provided, however, if FB Partners prevails on such action, then FB Partners shall not be required to pay any of the City's costs and expense related to such action.

ARTICLE VII ASSIGNMENT AND MERGER

Section 7.1. No Assignment without City Consent. This Development Agreement may be assigned by FB Partners to a firm, corporation, limited liability company or other entity completely controlled by Flowery Branch Partners, LLC. Any other transfer or assignment by FB Partners shall be made with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any sale of the project by FB Partners shall require assignment of this agreement to the purchaser of the project and upon such sale FB Partners shall not be entitled to any future disbursements under this agreement.

Section 7.2. No Merger. This Development Agreement shall survive closing and shall be binding on FB Partners and any all purchasers purchasing through FB Partners.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Indemnification. FB Partners will defend, indemnify and hold the City and its agents, employees, officers and legal representatives harmless for all claims, causes of actions, liabilities, fines and expenses (including, without limitation, reasonable attorneys' fees, court costs and all other defense costs and interest) for injury, death, damage or loss to persons or property sustained in connection with or incidental to the construction of the Project.

ARTICLE IX MISCELLANEOUS

Section 9.1. Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to FB Partners:

c/o Gee Harvey, Manager
1735 Buford Highway, Suite 215-427
Cumming, GA 30041

With a copy to:

Matthew Norton, Esq.
Polsinelli, LP
One Atlantic Center, #1100
1201 West Peachtree Street, NW
Atlanta, GA 30309

If to the City:

c/o Bill Andrew, City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

With a copy to:

E. Ronald Bennett, Jr., City Attorney
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.2. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.3. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.4. Exhibits. Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.5. Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia.

Section 9.6. Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.7. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten business days after delivery of the request to the approving party.

Section 9.8. Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent

Section 9.9. Recordable Form. The parties agree that this Agreement document shall be recorded on the records of the Clerk of Superior Court of Hall County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the _____ day of ____, 2021.

Flowery Branch Partners, LLC
a Georgia limited liability company

By:

Its:

Signatures Continued Next Page

City of Flowery Branch, Georgia

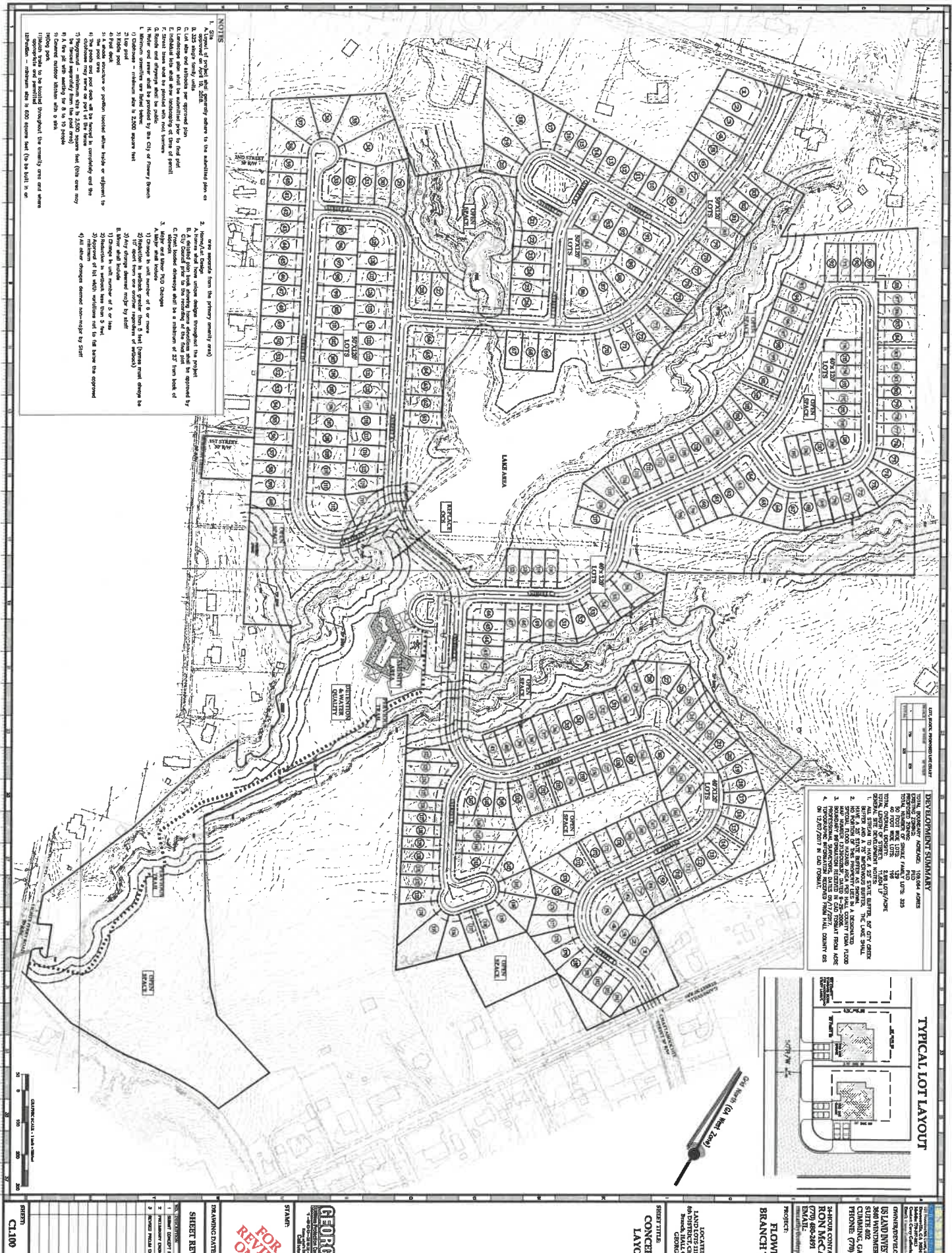
By: _____

James M. Miller, Mayor

ATTEST:

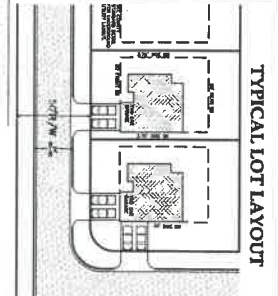
Vickie Short, City Clerk

Exhibit "A"
Project Site



DEVELOPMENT SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	TOTAL DEVELOPMENT AREA	100.00 ACRES
2	TOTAL LOT AREA	100.00 ACRES
3	TOTAL LOT COUNT	100 LOTS
4	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
5	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
6	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
7	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
8	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
9	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.
10	TOTAL LOT AREA (sq. ft.)	4,356,000 sq. ft.



- NOTES**
1. All lots are to be developed in accordance with the approved plan.
 2. All lots are to be developed in accordance with the approved plan.
 3. All lots are to be developed in accordance with the approved plan.
 4. All lots are to be developed in accordance with the approved plan.
 5. All lots are to be developed in accordance with the approved plan.
 6. All lots are to be developed in accordance with the approved plan.
 7. All lots are to be developed in accordance with the approved plan.
 8. All lots are to be developed in accordance with the approved plan.
 9. All lots are to be developed in accordance with the approved plan.
 10. All lots are to be developed in accordance with the approved plan.

FOR REVIEW ONLY

GEORGIAS

STAMP

REVISIONS

DATE

BY

PROJECT

LOCATION

OWNER

DESIGNER

DATE

BY

PROJECT

LOCATION

OWNER

DESIGNER

DATE

BY

Exhibit "B"
Approved Project Plans

Approved Project Plans are as maintained on file with the City of Flowery Branch,
Department of Community Development, Building and Development Inspections Office
and are fully incorporated herein by reference.

Exhibit "C"

C-1: Approved Development Budget

C-2: Approved TAD Redevelopment Costs

Exhibit “D”
Approved Rezoning Ordinance

Public Hearing Published 02/28/2018
Public Hearing 03/15/2018

First Reading 03/15/2018
Adopted 04/19/2018

ORDINANCE NO. 334-A

AN ORDINANCE REPLACING ORDINANCE NUMBER 334 OF THE CITY OF FLOWERY BRANCH, GEORGIA BY REZONING PROPERTIES IDENTIFIED AS TAX PARCEL NOS. 08111 003002, 08111 003039, 08112 027028A, 08112 027028D, AND 08111 002028, SHOWN ON ATTACHED EXHIBIT "A" AND LEGALLY DESCRIBED ON ATTACHED EXHIBIT "B" FROM PLANNED UNIT DEVELOPMENT (PUD) CONDITIONAL TO PLANNED UNIT DEVELOPMENT (PUD) CONDITIONAL; IMPOSING THE SUBJECT PROPERTIES TO ALL CONDITIONS SET FORTH AND SHOWN ON ATTACHED EXHIBIT "C"; PROVIDING FOR FINDINGS, SEVERABILITY, AND REPEALING CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, US Land Investments, LLC desires to develop all those tracts or parcels of land totaling 109 +/- acres identified as Parcel Tax Identification Nos. 08111 003002, 08111 003039, 08112 027028A, 08112 027028D, and 08111 002028; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, subject properties were legally rezoned from Flowery Branch A (Agricultural) and R-1 (Residential) to Flowery Branch PUD (Planned Unit Development) Conditional by Ordinance No. 334 which was approved and adopted on August 18, 2006; and

WHEREAS, specific conditions differing from those originally imposed by Ordinance No. 334 shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of US Land Investments, LLC in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, the City Council held a public hearing at the meeting of March 15, 2018, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed changes in the approved PUD (Planned Unit Development) are still consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as approved in 2006 and restated below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current PUD conditional as opposed to the revised PUD conditional.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the PUD.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be rezoned PUD Conditional. Conditions are set forth in Exhibit "C". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance does not change the official map of the City of Flowery Branch.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 19th day of April 2018.


James M. Miller, Mayor

ATTEST


Melissa McCain, City Clerk

APPROVED AS TO FORM


E. Ronald Bennett, Jr., City Attorney



Exhibit "A"

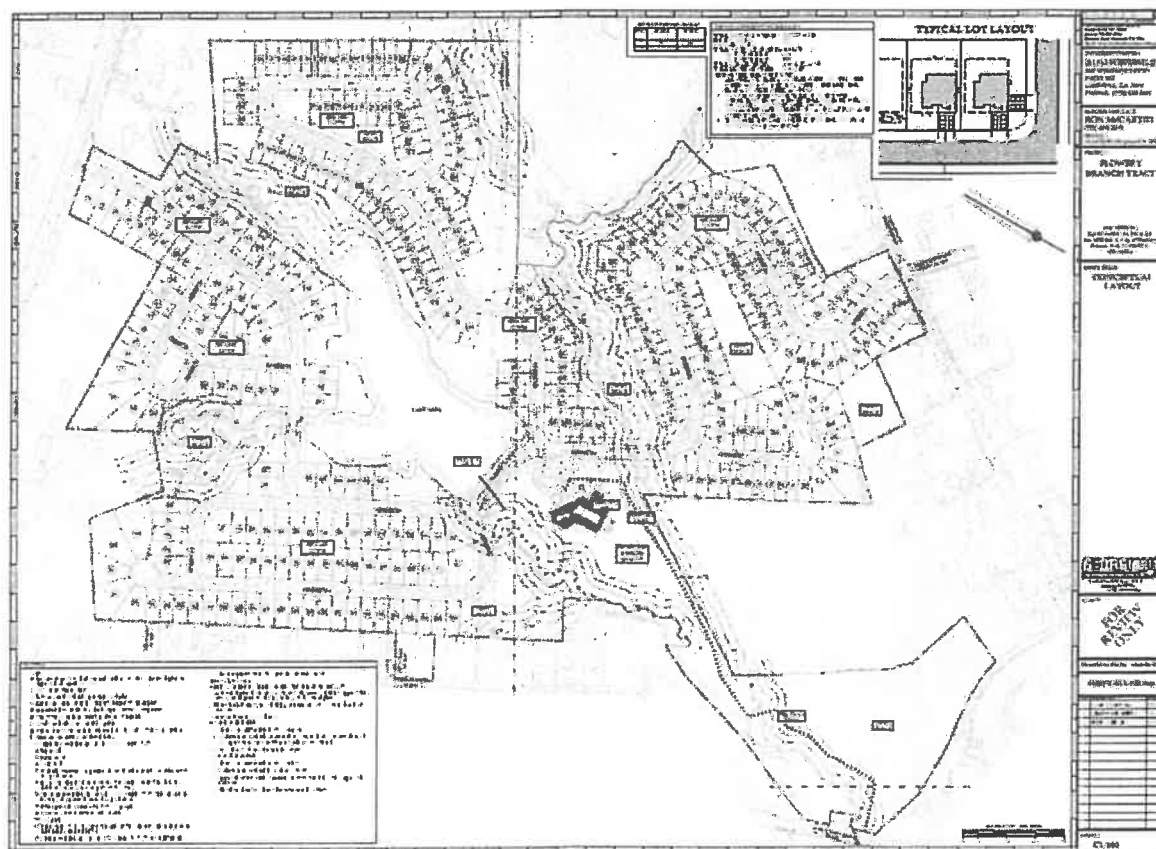


Exhibit "B"

Land Description
Combination of tracts 1, 2 and 4

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 111, 112 and 118 of the 8th Land District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a 1 inch threaded pipe found at the Land Lot corner common to Land Lots 98, 99, 111 and 112, said point being the **POINT OF BEGINNING**;

THENCE Along the Land Lot line common to Land Lots 111 and 112, South 59 degrees 47 minutes 16 seconds west for a distance of 601.00 feet to a ½ inch rebar set, said Point being the **TRUE POINT OF BEGINNING**;

THENCE continuing along said land lot line South 60 degrees 21 minutes 39 seconds West for a distance of 775.00 feet to a ½ inch rebar set; **THENCE** leaving said land lot line South 23 degrees 29 minutes 58 seconds East for a distance of 140.16 feet to a point in the center of a creek; **THENCE** along the center of the creek the following thirty four (34) courses and distances, North 66 degrees 51 minutes 28 seconds East for a distance of 12.03 feet to a point; **THENCE** South 77 degrees 36 minutes 54 seconds East for a distance of 27.03 feet to a point; **THENCE** North 86 degrees 42 minutes 52 seconds East for a distance of 13.80 feet to a point; **THENCE** North 59 degrees 58 minutes 23 seconds East for a distance of 15.56 feet to a point; **THENCE** North 19 degrees 20 minutes 15 seconds East for a distance of 14.90 feet to a point; **THENCE** North 07 degrees 43 minutes 14 seconds West for a distance of 15.68 feet to a point; **THENCE** North 20 degrees 32 minutes 15 seconds East for a distance of 13.89 feet to a point; **THENCE** North 46 degrees 23 minutes 52 seconds West for a distance of 10.69 feet to a point; **THENCE** North 35 degrees 25 minutes 42 seconds East for a distance of 46.22 feet to a point; **THENCE** North 71 degrees 24 minutes 43 seconds East for a distance of 15.89 feet to a point; **THENCE** South 88 degrees 20 minutes 24 seconds East for a distance of 21.66 feet to a point; **THENCE** South 50 degrees 10 minutes 36 seconds East for a distance of 10.54 feet to a point; **THENCE** South 04 degrees 10 minutes 21 seconds East for a distance of 9.81 feet to a point; **THENCE** South 08 degrees 07 minutes 30 seconds West for a distance of 7.10 feet to a point; **THENCE** South 36 degrees 12 minutes 20 seconds East for a distance of 18.23 feet to a point; **THENCE** South 61 degrees 08 minutes 11 seconds East for a distance of 17.72 feet to a point; **THENCE** South 00 degrees 04 minutes 05 seconds West for a distance of 37.11 feet to a point; **THENCE** South 55 degrees 18 minutes 18 seconds East for a distance of 30.27 feet to a point; **THENCE** South 78 degrees 24 minutes 42 seconds East for a distance of 38.02 feet to a point; **THENCE** South 53 degrees 34 minutes 24 seconds East for a distance of 8.32 feet to a point; **THENCE** South 17 degrees 30 minutes 52 seconds East for a distance of 16.61 feet to a point; **THENCE** South 26 degrees 21 minutes 56 seconds West for a distance of 12.12 feet to a point; **THENCE** South 43 degrees 50 minutes 26 seconds East for a distance of 35.65 feet to a point; **THENCE** South 54 degrees 39 minutes 44 seconds East for a distance of 57.81 feet to a point; **THENCE** South 88 degrees 30 minutes 08 seconds East for a distance of 24.42 feet to a point; **THENCE** South 51 degrees 41 minutes 00 seconds East for a distance of 24.46 feet to a point; **THENCE** South 86 degrees 36 minutes 44 seconds East for a distance of 37.71 feet to a point; **THENCE** North 87 degrees 10 minutes 25 seconds East for a distance of 18.67 feet to a point; **THENCE** South 69 degrees 14 minutes 07 seconds East for a distance of 57.84 feet to a point; **THENCE** South 82 degrees 50 minutes 29 seconds East for a distance of 51.76 feet to a point; **THENCE** South 58 degrees 29 minutes 05 seconds East for a distance of 16.90 feet to a point; **THENCE** North 87 degrees 46 minutes 16 seconds East for a distance of 44.31 feet to a point; **THENCE** South 87 degrees 31 minutes 25 seconds East for a distance of 25.89 feet to a point; **THENCE** South 56 degrees 11 minutes 36 seconds East for a distance of 12.31 feet to a point; **THENCE** leaving the creek South 15 degrees 15 minutes 08 seconds West for a distance of

163.09 feet to a ½ inch open top pipe found; THENCE South 38 degrees 44 minutes 55 seconds East for a distance of 205.39 feet to a ½ inch open top pipe found; THENCE South 33 degrees 01 minutes 07 seconds West for a distance of 56.68 feet to a ½ inch open top pipe; THENCE South 35 degrees 50 minutes 17 seconds West for a distance of 269.10 feet to a ½ inch crimp top pipe; THENCE South 35 degrees 07 minutes 27 seconds West for a distance of 9.07 feet to a 1 inch bar; THENCE South 30 degrees 34 minutes 40 seconds West for a distance of 101.72 feet to a ½ inch rebar found; THENCE South 54 degrees 03 minutes 39 seconds East for a distance of 29.06 feet to a ½ inch rebar set; THENCE South 54 degrees 03 minutes 39 seconds East for a distance of 197.27 feet to a ½ inch rebar set on the westerly right of way of Gainesville Street (50 foot right of way); THENCE along the said right of way South 32 degrees 50 minutes 32 seconds West for a distance of 100.09 feet to a ½ inch rebar found; THENCE leaving the said right of way North 59 degrees 08 minutes 13 seconds West for a distance of 201.17 feet to a ½ inch rebar found; THENCE South 34 degrees 44 minutes 06 seconds West for a distance of 151.78 feet to a ½ inch rebar set; THENCE South 57 degrees 00 minutes 08 seconds East for a distance of 200.93 feet to a ½ inch rebar found on the westerly right of way of Gainesville Street; THENCE along the right of way South 34 degrees 41 minutes 58 seconds West for a distance of 59.76 feet to a ½ inch rebar found; THENCE leaving the said right of way North 57 degrees 05 minutes 03 seconds West for a distance of 200.38 feet to a ½ inch rebar found; THENCE South 34 degrees 38 minutes 58 seconds West for a distance of 124.74 feet to a ½ inch rebar found; THENCE South 34 degrees 56 minutes 50 seconds West for a distance of 124.20 feet to a ½ inch rod found; THENCE North 56 degrees 13 minutes 54 seconds West for a distance of 186.15 feet to a ½ inch rebar found; THENCE South 45 degrees 18 minutes 03 seconds West for a distance of 203.63 feet to a ½ inch open top pipe; THENCE North 27 degrees 31 minutes 14 seconds West for a distance of 800.42 feet to a ½ inch open top pipe found; THENCE South 33 degrees 11 minutes 06 seconds West for a distance of 710.41 feet to a 1 inch open top pipe; THENCE South 30 degrees 28 minutes 53 seconds East for a distance of 83.58 feet to a ½ inch rebar found; THENCE South 31 degrees 23 minutes 47 seconds East for a distance of 76.90 feet to a ½ inch rebar found; THENCE South 32 degrees 01 minutes 49 seconds East for a distance of 51.88 feet to a ½ inch rebar found; THENCE South 30 degrees 23 minutes 03 seconds East for a distance of 102.08 feet to a ½ inch rebar found; THENCE South 37 degrees 38 minutes 16 seconds East for a distance of 77.17 feet to a ½ inch rebar found; THENCE South 32 degrees 22 minutes 36 seconds East for a distance of 138.07 feet to a ½ inch rebar found; THENCE South 43 degrees 28 minutes 33 seconds East for a distance of 95.63 feet to a ½ inch rebar found; THENCE South 72 degrees 29 minutes 25 seconds East for a distance of 242.26 feet to a ½ inch open top pipe; THENCE South 24 degrees 45 minutes 26 seconds West for a distance of 194.20 feet to a 1 inch open top pipe; THENCE North 77 degrees 54 minutes 12 seconds West for a distance of 63.04 feet to a point; THENCE North 86 degrees 05 minutes 42 seconds West for a distance of 23.66 feet to a point; THENCE North 88 degrees 20 minutes 24 seconds West for a distance of 53.54 feet to a point; THENCE South 89 degrees 02 minutes 59 seconds West for a distance of 38.72 feet to a point; THENCE South 84 degrees 55 minutes 01 seconds West for a distance of 93.91 feet to a point; THENCE South 82 degrees 09 minutes 23 seconds West for a distance of 54.06 feet to a point; THENCE South 87 degrees 44 minutes 39 seconds West for a distance of 47.29 feet to a point; THENCE North 88 degrees 48 minutes 04 seconds West for a distance of 43.07 feet to a point; THENCE North 89 degrees 21 minutes 17 seconds West for a distance of 121.68 feet to a ½ inch rebar set; THENCE North 73 degrees 12 minutes 21 seconds West for a distance of 201.29 feet to a ½ inch rebar set on the easterly right of way of Lights Ferry Road (50 foot right of way); THENCE along the said right of way North 18 degrees 38 minutes 32 seconds West for a distance of 82.01 feet to a point in the center of a creek; THENCE leaving the said right of way and along the center of a creek the following five (5) courses and distances, North 33 degrees 36 minutes 21 seconds East for a distance of 12.88 feet to a point; THENCE North 58 degrees 38 minutes 08 seconds East for a distance of 13.69 feet to a point; THENCE South 38 degrees 14 minutes 21 seconds East for a distance of 18.23 feet to a point; THENCE

South 77 degrees 48 minutes 58 seconds East for a distance of 15.97 feet to a point; THENCE North 60 degrees 13 minutes 21 seconds East for a distance of 8.37 feet to a point; THENCE leaving the creek North 21 degrees 44 minutes 32 seconds West for a distance of 103.13 feet to a ½ inch rebar set; THENCE South 63 degrees 46 minutes 28 seconds West for a distance of 46.40 feet to a ½ inch rebar set on the easterly right of way of Lights Ferry Road; THENCE along the said right of way North 18 degrees 23 minutes 50 seconds West for a distance of 90.88 feet to a ½ inch rebar set; THENCE leaving the said right of way North 22 degrees 54 minutes 30 seconds East for a distance of 355.22 feet to a 1 inch rod found; THENCE North 17 degrees 19 minutes 55 seconds East for a distance of 302.10 feet to a ½ inch rebar found; THENCE North 26 degrees 55 minutes 49 seconds East for a distance of 121.45 feet to a ½ inch open top pipe found; THENCE South 26 degrees 38 minutes 31 seconds East for a distance of 72.35 feet to a point in the center of a creek; THENCE along the center of the creek the following twenty three (23) courses and distances, South 66 degrees 33 minutes 51 seconds East for a distance of 3.93 feet to a point; THENCE South 44 degrees 25 minutes 13 seconds East for a distance of 8.60 feet to a point; THENCE North 66 degrees 37 minutes 57 seconds East for a distance of 12.98 feet to a point; THENCE North 19 degrees 38 minutes 27 seconds East for a distance of 14.24 feet to a point; THENCE North 24 degrees 27 minutes 33 seconds West for a distance of 27.14 feet to a point; THENCE North 31 degrees 08 minutes 58 seconds East for a distance of 17.49 feet to a point; THENCE South 63 degrees 36 minutes 43 seconds East for a distance of 11.40 feet to a point; THENCE North 68 degrees 48 minutes 51 seconds East for a distance of 21.26 feet to a point; THENCE North 22 degrees 26 minutes 33 seconds East for a distance of 23.58 feet to a point; THENCE North 05 degrees 15 minutes 26 seconds East for a distance of 20.04 feet to a point; THENCE North 30 degrees 39 minutes 18 seconds West for a distance of 37.38 feet to a point; THENCE North 15 degrees 34 minutes 51 seconds West for a distance of 21.95 feet to a point; THENCE North 37 degrees 35 minutes 35 seconds East for a distance of 7.43 feet to a point; THENCE North 02 degrees 06 minutes 12 seconds East for a distance of 22.02 feet to a point; THENCE North 00 degrees 41 minutes 41 seconds West for a distance of 18.06 feet to a point; THENCE North 42 degrees 54 minutes 04 seconds West for a distance of 49.24 feet to a point; THENCE North 42 degrees 54 minutes 44 seconds West for a distance of 8.87 feet to a point; THENCE North 19 degrees 23 minutes 42 seconds West for a distance of 9.98 feet to a point; THENCE North 32 degrees 22 minutes 44 seconds East for a distance of 18.16 feet to a point; THENCE North 03 degrees 22 minutes 00 seconds East for a distance of 17.61 feet to a point; THENCE North 31 degrees 13 minutes 30 seconds West for a distance of 15.67 feet to a point; THENCE North 18 degrees 37 minutes 25 seconds West for a distance of 13.27 feet to a point; THENCE North 13 degrees 48 minutes 36 seconds West for a distance of 9.77 feet to a point; THENCE North 13 degrees 00 minutes 10 seconds West for a distance of 7.42 feet to a point; THENCE leaving the center of the creek North 66 degrees 33 minutes 47 seconds East for a distance of 6.33 feet to a ½ inch open top pipe found; THENCE North 27 degrees 38 minutes 43 seconds West for a distance of 150.53 feet to a ½ inch open top pipe found; THENCE South 61 degrees 41 minutes 20 seconds West for a distance of 149.71 feet to a ½ inch rebar found; THENCE North 26 degrees 56 minutes 44 seconds West for a distance of 450.13 feet to a ½ inch rebar found; THENCE South 62 degrees 10 minutes 44 seconds West for a distance of 158.88 feet to a ½ inch rebar found on the right of way of Morrow Drive (30 foot right of way); THENCE along the right of way North 22 degrees 43 minutes 02 seconds West for a distance of 49.80 feet to a ½ inch rebar set; THENCE North 26 degrees 41 minutes 58 seconds West for a distance of 82.96 feet to a ½ inch rebar set; THENCE leaving the said right of way North 61 degrees 57 minutes 43 seconds East for a distance of 155.92 feet to a ½ inch open top pipe found; THENCE North 27 degrees 15 minutes 01 seconds West for a distance of 1057.11 feet to a ½ inch crimp top pipe found; THENCE North 56 degrees 56 minutes 48 seconds East for a distance of 354.95 feet to a ½ inch open top pipe found; THENCE South 49 degrees 56 minutes 51 seconds East for a distance of 275.03 feet to a ½ inch rebar set; THENCE North 50 degrees 02 minutes 09 seconds East for a distance of 210.06 feet to a point; THENCE North 20 degrees 59 minutes 40 seconds West for a

distance of 44.25 feet to a ½ inch rebar set; THENCE North 33 degrees 16 minutes 02 seconds West for a distance of 83.86 feet to a ½ inch rebar set; THENCE North 26 degrees 21 minutes 37 seconds West for a distance of 104.02 feet to a ½ inch rebar set; THENCE North 26 degrees 29 minutes 43 seconds West for a distance of 76.14 feet to a ½ inch open top pipe found; THENCE South 89 degrees 50 minutes 04 seconds East for a distance of 190.26 feet to a ½ inch open top pipe found; THENCE North 89 degrees 57 minutes 37 seconds East for a distance of 469.41 feet to a ½ inch rebar found; THENCE South 51 degrees 04 minutes 02 seconds West for a distance of 323.40 feet to a point; THENCE South 05 degrees 18 minutes 04 seconds West for a distance of 321.57 feet to a point; THENCE North 86 degrees 18 minutes 46 seconds East for a distance of 718.79 feet to a point; THENCE North 04 degrees 00 minutes 42 seconds West for a distance of 480.48 feet to a ½ inch rebar set; THENCE North 56 degrees 06 minutes 12 seconds East for a distance of 428.58 feet to a ½ inch iron rod found; THENCE South 29 degrees 44 minutes 47 seconds East for a distance of 1084.00 feet to a ½ inch rebar set; said point being the TRUE POINT OF BEGINNING.

The above described parcel contains 98.347 acres and is a combination of tracts 1, 2 and 4 of a survey prepared for U.S. Land Investments, LLC., by the Acre Group, Inc., dated August 31, 2017 and revised October 3, 2017.

Tract 4

05887
00372

000372

EXHIBIT "A"

All that tract or parcel of land lying and being in form of
Flowers Branch, Hall County, Georgia, and more fully described
as follows: TO FIND THE TRUE POINT OF BEGINNING, commence at a
railroad spike at the intersection of the center line of
Gainesville Street with the center line of Chattahoochee
Street; thence northwest 31.6 feet in the direction of center
line of Chattahoochee Street 15 rounded; thence northwest 6
feet along northwest side of right of way of Gainesville Street
to an iron pin which is the TRUE POINT OF BEGINNING; thence
south 34° 30' east 187 feet along northwest side of right of
way of Gainesville Street to an iron pin; thence north 16° 08'
west 265.93 feet; thence north 34° 00' east 151.70 feet to an
iron pin; thence south 59° 52' east 201.18 feet to the
beginning corner, together with the frame dwelling thereon.

Being Tract One in Deceders Dand of Asset from Estate of
Nath J. Conner to Mrs C. Walton, dated October 25, 1909,
recorded in Book 130, page 624, Hall County deed records.

Being one and the same property as in that certain Warranty Deed from Ann C. Walton
to Joseph W. LeBlanc and Dawn K. LeBlanc dated June 15, 1992 recorded in Dand Book
1782, Page 122, Hall County, Georgia Records.

**Land Description
Tract 5**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 111, 112 and 118 of the 8th Land District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a 1 inch threaded pipe found at the Land Lot corner common to Land Lots 98, 99, 111 and 112, said point being the **POINT OF BEGINNING**;

THENCE Along the Land Lot line common to Land Lots 111 and 112, South 59 degrees 47 minutes 16 seconds west for a distance of 601.00 feet to a ½ inch rebar set, **THENCE** leaving the Land Lot Line North 29 degrees 44 minutes 47 seconds West for a distance of 1084.00 feet to a ¾ inch iron rod found; **THENCE** South 56 degrees 06 minutes 12 seconds East for a distance of 428.58 feet to a ½ inch rebar set, said point being the **TRUE POINT OF BEGINNING**;

THENCE South 04 degrees 00 minutes 42 seconds East for a distance of 480.48 feet to a point; **THENCE** South 86 degrees 18 minutes 46 seconds West for a distance of 718.79 feet to a point; **THENCE** North 05 degrees 18 minutes 04 seconds East for a distance of 321.57 feet to a point; **THENCE** North 51 degrees 04 minutes 02 seconds East for a distance of 323.40 feet to a ½ inch rebar found; **THENCE** North 01 degrees 09 minutes 28 seconds West for a distance of 367.38 feet to a ½ inch rebar found on the southerly right of way of McEver Road (80 foot right of way); **THENCE** along the right of way the following three (3) courses and distances; **THENCE** North 79 degrees 30 minutes 10 seconds East for a distance of 106.99 feet to a point; **THENCE** North 78 degrees 44 minutes 10 seconds East for a distance of 53.65 feet to a point; **THENCE** North 77 degrees 15 minutes 01 seconds East for a distance of 90.29 feet to a ½ inch rebar found; **THENCE** leaving the said right of way South 02 degrees 50 minutes 01 seconds East for a distance of 267.22 feet to a nail found; **THENCE** North 88 degrees 55 minutes 21 seconds East for a distance of 146.50 feet to a ½ inch rebar found; **THENCE** South 01 degrees 37 minutes 15 seconds East for a distance of 151.03 feet to a ½ inch rebar found, said point being the **TRUE POINT OF BEGINNING**.

The above described parcel contains 10.00 acres and is tract 5 of a survey prepared for U.S. Land Investments, LLC., by the Acre Group, Inc., dated August 31, 2017 and revised October 3, 2017.

Exhibit "C"

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on April 19, 2018.
- B. 325 single family units
- C. Lot size and setbacks per approved plan
- D. Landscape plan shall be submitted prior to final plat
- E. Individual lots shall show landscaping at time of permit
- F. Street trees shall be planted with root barriers
- G. Roads and alleyways shall be public
- H. Water and sewer shall be provided by the City of Flowery Branch
- I. Minimum amenities are listed below:
 - 1) Clubhouse - minimum size is 2,500 square feet
 - 2) Lap pool
 - 3) Kiddie pool
 - 4) Pool deck
 - 5) A shade structure or pavilion located either inside or adjacent to the pool area
 - 6) The pools and pool deck will be fenced in completely and the clubhouse may serve as part of the fence
 - 7) Playground – minimum size is 2,500 square feet (this area may be fenced separately from the pool area)
 - 8) A fire pit with seating for 8 to 10 people
 - 9) Covered outdoor kitchen with a sink
 - 10) Dog park
 - 11) Mulch trails to be located throughout the amenity area and where appropriate and permitted
 - 12) Pavilion – minimum size is 600 square feet (to be built in an area separate from the primary amenity area)

2. Home/Lot Design

- A. Homes shall have unique designs throughout the project
- B. A detailed plan book showing home elevations shall be approved by City Council prior to the recording of the final plat
- C. Front loaded driveways shall be a minimum of 23' from back of sidewalk

3. Major and Minor PUD Changes

- A. Major shall include
 - 1) Change in unit number of 6 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
- B. Minor shall include
 - 1) Change in unit number of 5 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by Staff



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Request Award of Contract for the Large Meter Replacement Project

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

When the City switched over from 3/4" residential manual water meters to electronic water meters, the contract did not include the replacement of the larger manual meters, which tended to serve institutional or commercial customers. So, the City recently scheduled replacement of sixteen locations where large meters (1.5" & 2") are located and hired CPL to prepare bid documents for this activity with the City providing the meters for each location.

Many of these larger meters are located in areas which will require cutting of concrete and or asphalt and will take some staffing, equipment, and time the City does not readily possess.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes. Fire hydrant flow testing was conducted in general areas of the pressure zones under consideration along with fixture unit counts to assist in this exercise. While some customers wanted to have smaller meters due to low usage, the size of the meter is based on the potential for use and not the actual use. The meter size must have the capacity for adequately serving the number of fixtures that could be used in a facility in order to conform to the building codes.

See F.B. Meter Sizing Report 2021-1-25.pdf for the full report.

FACTS AND ISSUES:

- Friday, April 9, 2021, the city opened all bids.
 - Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
 - There were a total of 1 bidder for the project, The Dickerson Group for \$49,600.00
 - The Dickerson Group has worked with the city on past projects with no issues.
 - CPL has reviewed The Dickerson Group bid documents, spoke with references, and discussed the bid with them, and recommends proceeding with approval of this contract.
 - The total cost of the large meter replacement project is \$15,771(meters) and \$49,600 (replacement work) for a total of \$65,371.
-

OPTIONS:

(1) Approve the award of contract to The Dickerson Group for \$49,600; or (2) re-bid the project.

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

No

AMOUNT AND SOURCE OF FUNDS:

Water Sewer Capital Projects Fund (new project) for \$49,600.00; \$15,771 from operating for meter costs = TOTAL \$65,371

RECOMMENDATION:

Request award of contract for the Large Meter Replacement Project to The Dickerson Group for \$49,600.00

SAMPLE MOTION:

I make a motion that the City award the Large Meter Replacement Project contract to The Dickerson Group for \$49,600, and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - The Dickerson Group Award of Contract 4-15-2021.pdf](#)
- [Flowery Branch Large Meter Replacement bid tabulation 2021-4-9.pdf](#)
- [F.B. Meter Sizing report 2021-1-25.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Contract Award for Large Meter Replacement Project to The Dickerson Group

DATE: 4/12/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$49,600 from Water Sewer Capital;
\$15,771 from Operating – Meter Purchases

COUNCIL ACTION REQUESTED ON: 4/15/2021

PURPOSE: Request award of contract for the Large Meter Replacement Project to The Dickerson Group for \$49,600

HISTORY:

When the City switched over from 3/4" residential manual water meters to electronic water meters, the contract did not include the replacement of the larger manual meters, which tended to serve institutional or commercial customers. So, the City recently scheduled replacement of sixteen locations where large meters (1.5" & 2") are located and hired CPL to prepare bid documents for this activity with the City providing the meters for each location.

Many of these larger meters are located in areas which will require cutting of concrete and or asphalt and will take some staffing, equipment, and time the City does not readily possess.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes. Fire hydrant flow testing was conducted in general areas of the pressure zones under consideration along with fixture unit counts to assist in this exercise. While some customers wanted to have smaller meters due to low usage, the size of the meter is based on the potential for use and not the actual use. The meter size must have the capacity for adequately serving the number of fixtures that could be used in a facility in order to conform to the building codes.

See F.B. Meter Sizing Report 2021-1-25.pdf for the full report.

FACTS AND ISSUES:

- The City opened bids on Friday, April 9, 2021.
- Only one bid was received for the project from The Dickerson Group in the amount of \$49,600.
- The Dickerson Group has worked with the City on past projects with no issues.
- CPL reviewed The Dickerson Group bid documents, spoke with references and discussed the bid with them, and recommends selecting The Dickerson Group for this project.
- The total cost of the large meter replacement project is \$15,771(meters) and \$49,600 (replacement work) for a total of \$65,371.

OPTIONS: (1) Approve the award of contract to The Dickerson Group for \$49,600; or (2) re-bid the project.

RECOMMENDED SAMPLE MOTION:

I make a motion that the City award the Large Meter Replacement Project contract to The Dickerson Group for \$49,600, and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

City of Flowery Branch - Large Meter Replacement - CPL2020-003

The Dickerson Group, Inc.

4/9/2021

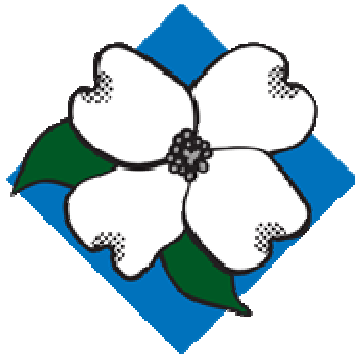
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL ITEM
3/4" Water meter assembly	EA	1	\$ 2,750.00	\$ 2,750.00
1" Water meter assembly	EA	7	\$ 2,850.00	\$ 19,950.00
1 1/2" Water meter assembly	EA	2	\$ 3,250.00	\$ 6,500.00
2" Water meter assembly	EA	6	\$ 3,400.00	\$ 20,400.00
			TOTAL BID	\$ 49,600.00

PROJECT REPORT

for

LARGE WATER METER SIZING

Flowery Branch, Georgia



Flowery Branch

PREPARED BY:



3011 Sutton Gate Dr., Suite 130
Suwanee, Georgia 30024
(770) 831-9000

CPL PROJECT NUMBER: 15817.00
Phase 2 – flow test & meter sizing
November 24, 2020
Updated January 25, 2021

OWNER

CITY OF FLOWERY BRANCH

(770) 967-6371

PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

Hon. James “Mike” Miller – Mayor

PRIMARY CONSULTANT:

ENGINEER

CLARK PATTERSON LEE

(770) 831-9000

3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024

FAX (770) 831-9243

Rich Edinger, P.E. – Vice President
Larry Genn, P.E. – Civil Engineer
Greg Kyzer, P.E. – Mechanical Engineer

- Project Directory
- Table of Contents
- Executive Summary
- Project Narrative & Scope
- Maps of water system & fire hydrants

Flow test locations and results

Meter sizing via fixture unit counts & meter flow chart

City of Flowery Branch scheduled replacement of eighteen (18) locations where large meters (1.5" & 2") and hired CPL to prepare bid documents for this activity with the City providing the meters for each location. Two (2) of these locations were removed from consideration (5207 & 5211 Chattahoochee Street) as the master meters will be replaced with individual meters.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes.

Fire hydrant flow testing was conducted in general areas of the areas under consideration along with fixture unit counts to assist in this exercise.

In several locations, it was not possible to ascertain fixture units or evaluation of existing systems on the owner side of the meters. In these cases, assumptions and/or inquiries were made to confirm that the owners/users appear to have no adverse experiences or complaints as to acceptable level of water service.

Please see summary sheet below.

FLOWERY BRANCH LARGE METER REPLACEMENT - RESIZE METERS BASED ON FLOW
TESTS & FIXTURE UNIT DEMAND

20-Jan-21

	Name	Address	meter size Inches	existing connection	New meter size inches
1	First Baptist Church	5106 Spring St	2	PVC	1.5
2	U.S. Post Office	4915 Atlanta Hwy	2	Galvanized	1.5
3	David Pierce	4834 Victoria Court	2	PVC	1
4	David Pierce	4820 Victoria Court	1.5	PVC	1
5	VR Treepark (irrigation)	130 Thurmond Tanner Pkwy	1.5	Flanged	1.5
6	Bailey Management	5540 Atlanta Hwy	2	Galvanized	1.5
7	Terry's Towing	5515 Atlanta Hwy	2	PVC	3/4
8	Flowery Branch Convenience	5507 Atlanta Hwy	2	Galvanized	1
9	Try-LA (Hampton Inn)	4660 Holland Dam Rd	2	Flanged	2
10	Deevik	5866 Spout Springs Rd	2	Flanged	2
11	Hideaway Bay	6334 Mitchell St	2	Galvanized	2
12	Depot	5302 Railroad Ave	2	Copper	1.5
13	Buford Housing Authority	5245 Reed Blvd	2	Galvanized	1.5
14	City of Flowery Branch (Irrigation)	5318 Chestnut St	2	Flanged	2
15	Future Financing of Georgia	5211 Chattahoochee St	2	Galvanized	N/A
16	Future Financing of Georgia	5207 Chattahoochee St	2	Galvanized	N/A
17	Methodist Church, Spring Street	5212 Spring St	2	Galvanized	1.5
18	Whole Being Cafe	5510 Main St	2	Galvanized	3/4

City of Flowery Branch scheduled replacement of eighteen (18) locations where large meters (1.5" & 2") and hired CPL to prepare bid documents for this activity with City providing the meters for each location. Two (2) of these locations were removed from consideration (5207 & 5211 Chattahoochee Street) as the master meters will be replaced with individual meters.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes.

Fire hydrant flow testing was conducted in general areas of the areas under consideration along with fixture unit counts to assist in this exercise.

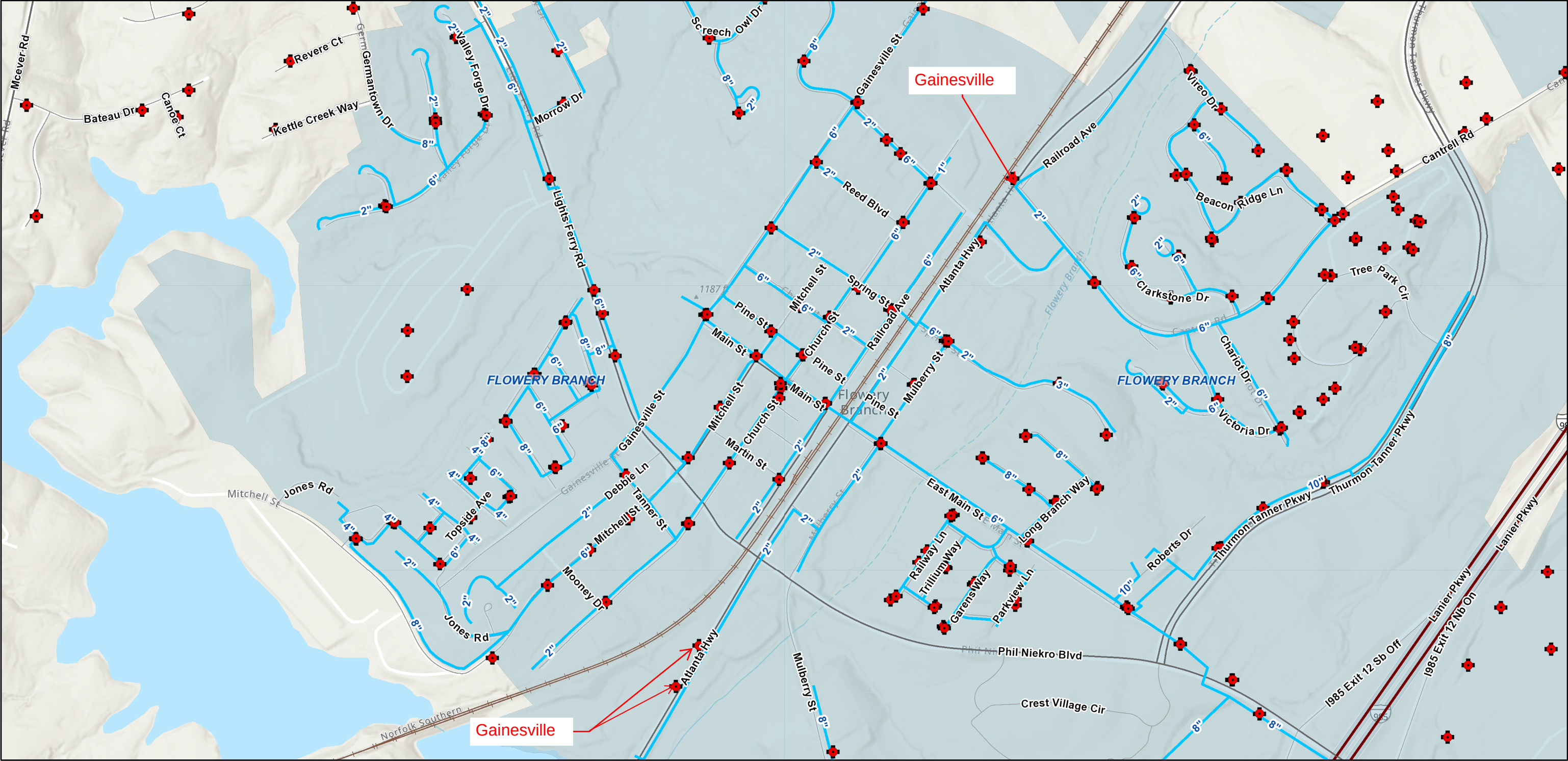
In several locations, it was not possible to ascertain fixture units or evaluation of existing systems on the owner side of the meters. In these cases, assumptions and/or inquiries were made to confirm that the owners/users appear to have no adverse experiences or complaints as to acceptable level of water service.

These locations are;

1. Hideaway Bay – 6334 Mitchell Street – Multiple internal connections serving, bath house, several dock areas, fueling island, restaurant, office, boat sales & service, public restroom, etc. – Spoke directly to office manager who stated, “we have no problems with water service”.
2. Deevik - 5866 Spout Springs Road– There are four (4) separate businesses connected to the two (2) inch meter. Unable to get fixture unit counts and it is recommended that the owner install separate meters for each business.
3. Try-LA (Hampton Inn) – 4660 Holland Dam Road –Fixture units were available to use, however, approved construction plans signed by Licensed Professional Engineer indicate a 2" meter with 3" service line. It is our recommendation that this meter remain as indicated.
4. There are two (2) meter locations providing irrigation flow support.
 - a. City Hall – Flowery Branch – Currently two (2) inch. Unable to determine demand without irrigation plans. Recommend remain 2" meter.
 - b. VR Treepark – 130 Thurmond Tanner Pkwy – Currently one & one half (1.5) inch meter. Unable to determine demand without irrigation plans. Recommend remains 1.5" meter.

Based on evaluation of the flow tests, fixture unit counts, & verification with meter flow charts, it appears it is possible to reduce eleven (11) of the meter sizes for City customers as noted in Executive Summary table.

FLOW TEST LOCATIONS & RESULTS



1/6/2021, 6:14:31 AM

- Waterline - FI Branch
- Fire Hydrants - Lula
- Fire Hydrants - Gainesville
- Fire Hydrants - FI Branch
- Counties

Citylimits

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANCH

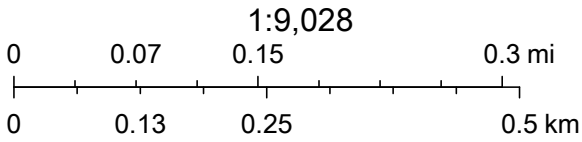
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Roads

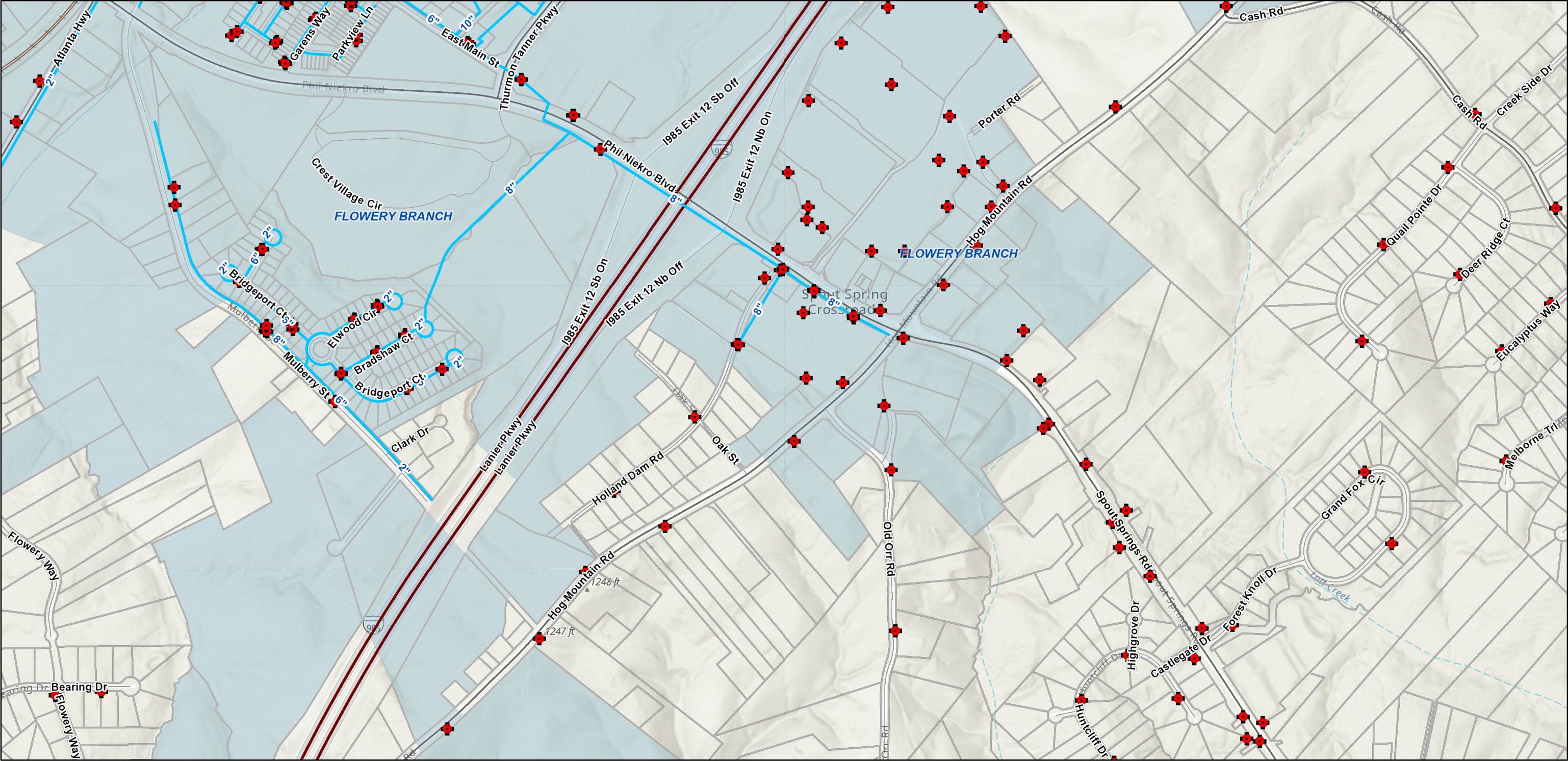
- Local
- Arterial-Collector
- Interstate
- Railway

Parcel Boundary

- GA_Interstate_Shlds
- GA_Hwy_Shlds

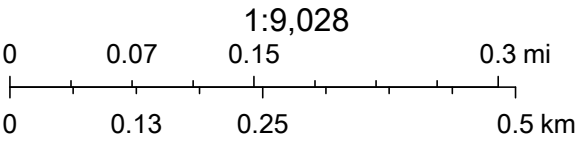


Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Hall County GIS, GHCGIS



1/6/2021, 6:16:54 AM

Waterline - FI Branch	Citylimits	GAINESVILLE	Roads	Parcel Boundary
Fire Hydrants - Lula	BRASELTON	GILLSVILLE	Local	GA_Interstate_Shlds
Fire Hydrants - Gainesville	BUFORD	LULA	Arterial-Collector	GA_Hwy_Shlds
Fire Hydrants - FI Branch	CLERMONT	OAKWOOD	Interstate	
Counties	FLOWERY BRANCH	RESTHAVEN	Railway	



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Hall County GIS, GHCGIS

FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Railroad & Main - Flow

DATE: 1/6/2021

Railroad & Spring - Static/residual

SHEET: 1 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
1	P699	70	70	40	1060	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
1	70	70	40	0	1060	20	50	N/A	Yes

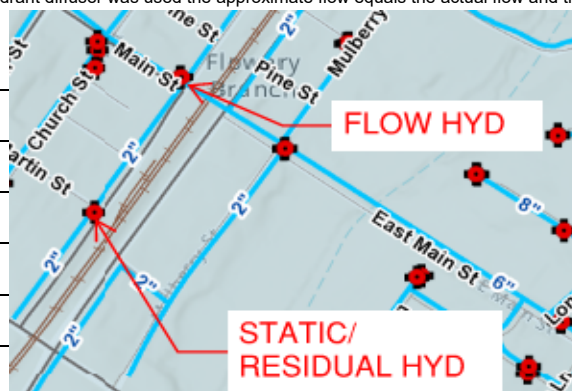
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{vP}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Church & Reed
Church

DATE: 1/6/2021

SHEET: 2 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
3	P699	62	50	35	1000	2.5	1.0	

CALCULATED DATA

TEST NO:	STATIC	RESIDUAL	PITOT	DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
3	62	50	35	12	1000	20	42	N/A	Yes

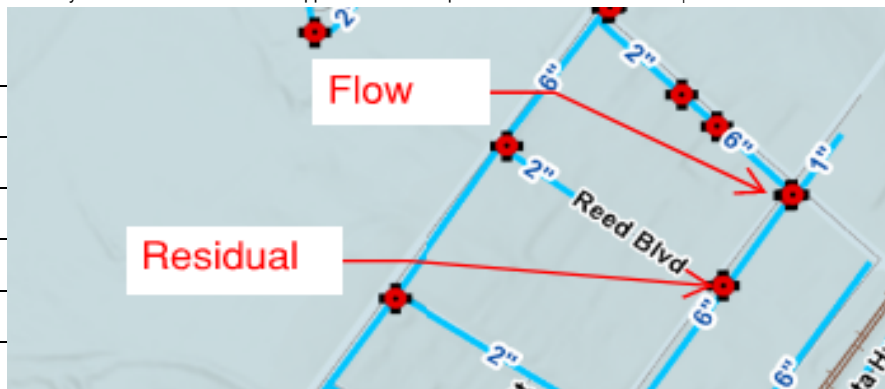
FORMULAS:

$$Q_f = 29.9 C d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Mitchell near Jones
Michell near Tanner

DATE: 1/6/2021

SHEET: 3 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
4	P699	70	30	25	840	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
4	70	30	25	40	840	20	50	N/A	Yes

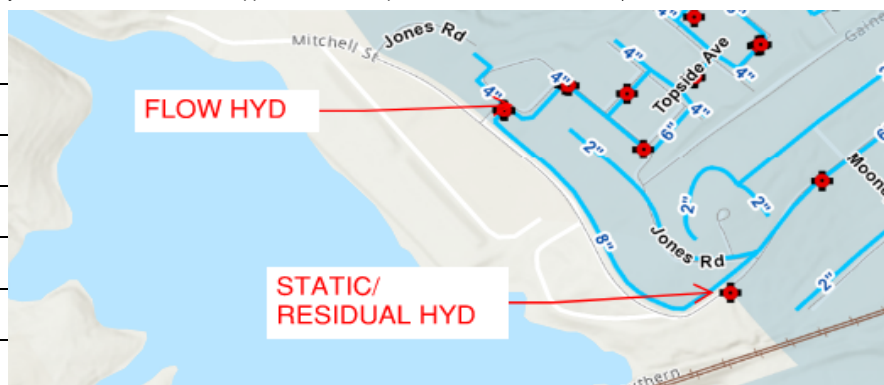
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement
 LOCATION: Vitoria
 OBSERVER: L. Genn & J. Mueller

PROJECT NUMBER: 15917.00
 DATE: 1/6/2021
 SHEET: 4 OF 8

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
6	P699	70	30	15	650	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
6	70	30	15	40	650	20	50	N/A	Yes

FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Spring at Mulberry

DATE: 1/6/2021

SHEET: 5 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
7	P699	80	60	42	1100	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
7	80	60	42	20	1100	20	60	N/A	Yes

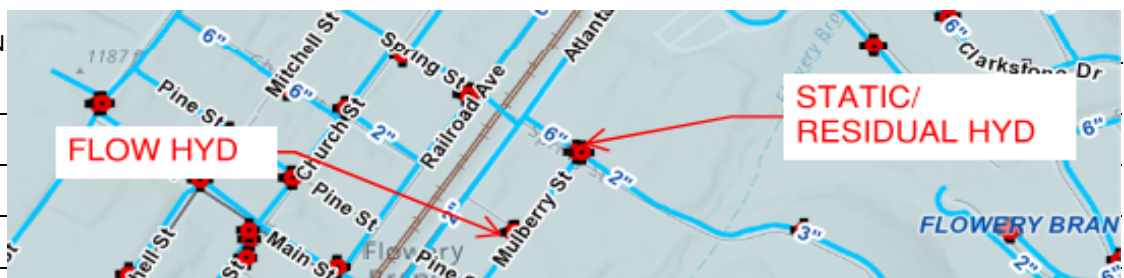
FORMULAS:

$$Q_f = 29.9 C d^2 v P$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Thurmond Tanner Pkwy

DATE: 1/6/2021

SHEET: 6 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
8	P699	110	90	65	1350	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
8	110	90	65	20	1350	20	90	N/A	Yes

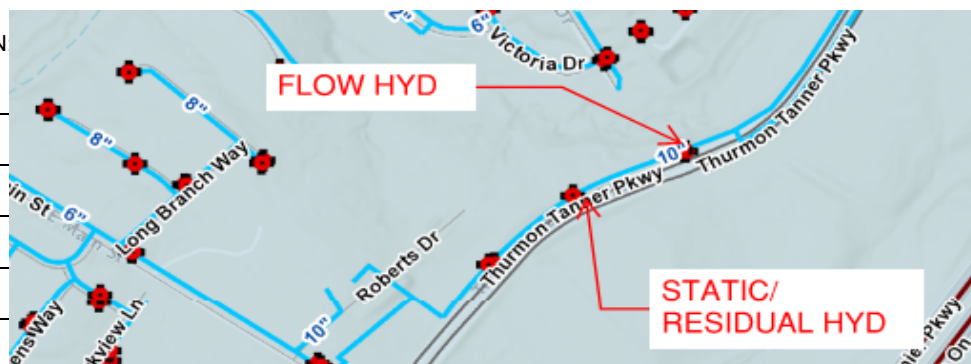
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Gainesville St

DATE: 1/6/2021

SHEET: 7 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
9	P699	43	30	20	750	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H_f	ACTUAL FLOW (GPM) Q_f	ASSUMED RESIDUAL	DROP H_f	CALCULATED FLOW Q_r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
9	43	30	20	13	750	20	23	N/A	Yes

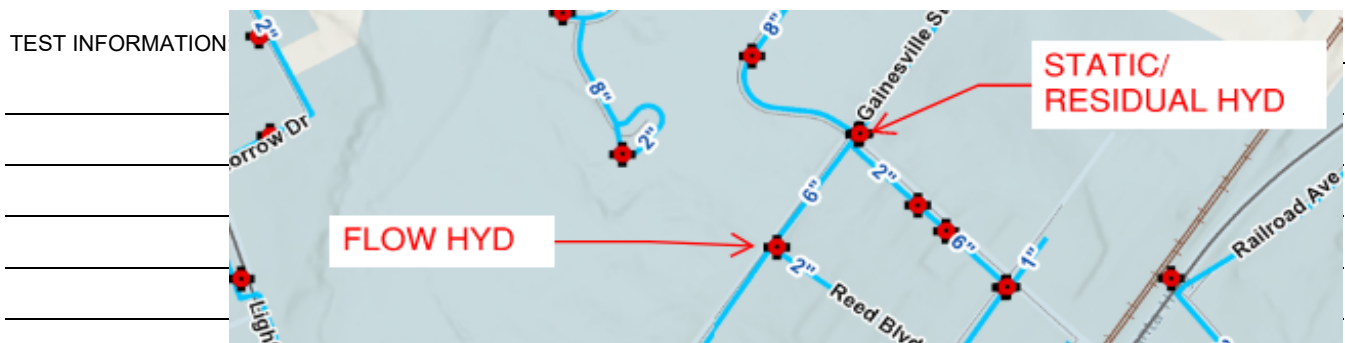
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Holland Dam Rd

DATE: 1/6/2021

SHEET: 8 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
10	P699	86	60	42	1100	2.5	1.0	

CALCULATED DATA

TEST NO:	STATIC	RESIDUAL	PITOT	DROP H_f	ACTUAL FLOW (GPM) Q_f	ASSUMED RESIDUAL	DROP H_f	CALCULATED FLOW Q_r	DIFFUSER USED
10	86	60	42	26	1100	20	66	N/A	Yes

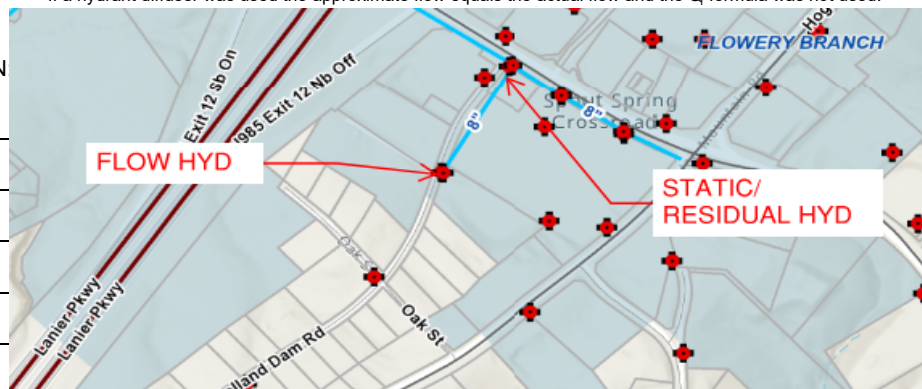
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



METER SIZING
FIXTURE UNIT COUNTS & METER FLOW CHART

JOB NAME: **Flowerery Branch Water Meters**
4820 Victoria Court
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	2	2.5	5
BATHROOM GROUP (Tank, Res.)	8	3.6	28.8
WASHING MACHINE (Res.)	8	1.4	11.2
KITCHEN SINK (Res.)	8	1.4	11.2
DISHWASHER (Res.)	8	1.4	11.2
TOTAL FIXTURE UNITS			67.4

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 110

Projected Meter Size, in:	1
----------------------------------	----------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
4834 Victoria Court
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **NAME**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	2	2.5	5
BATHROOM GROUP (Tank, Res.)	8	3.6	28.8
WASHING MACHINE (Res.)	8	1.4	11.2
KITCHEN SINK (Res.)	8	1.4	11.2
DISHWASHER (Res.)	8	1.4	11.2
TOTAL FIXTURE UNITS			67.4

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 130

Projected Meter Size, in:	1
----------------------------------	----------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
5245 Reed Blvd
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	4	2.5	10
BATHROOM GROUP (Tank, Res.)	14	3.6	50.4
WASHING MACHINE (Res.)	14	1.4	19.6
KITCHEN SINK (Res.)	14	1.4	19.6
DISHWASHER (Res.)	14	1.4	19.6
TOTAL FIXTURE UNITS			119.2

120 FIXTURE UNITS = 48 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 50
Longest Probable Pipe Run, ft: 185

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
Bailey Management
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	5	5	25
URINAL (3/4" Flush Valve)	3	5	15
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	4	2	8
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			52.4

60 FIXTURE UNITS = 54 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 270

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Depot
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	4	10	40
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN	2	0.25	0.5
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			54.5

60 FIXTURE UNITS = 54 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 70
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in:	1 1/2
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JOB NAME: **Flowerery Branch Water Meters**
Flowery Branch Convenience
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	2	10	20
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	1	4	4
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	1	2	2
DISHWASHER		1.4	0
SINK	2	1.4	2.8
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			31.8

40 FIXTURE UNITS = 46 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 160

Projected Meter Size, in:	1
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Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
First Baptist Church
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	18	5	90
URINAL (3/4" Flush Valve)	2	5	10
WASH STATION	0	6	0
MOP SINK	1	3	3
KITCHEN SINK	1	4	4
DRINKING FOUNTAIN	5	0.25	1.25
UTILITY SINK		3	0
LAVATORY	15	2	30
DISHWASHER	1	0.25	0.25
SINK	3	1.4	4.2
SHOWER	3	4	12
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			157.2

160 FIXTURE UNITS = 57 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 310

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
Hampton Inn
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	3	5	15
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	2	4	8
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER	1	1.4	1.4
SINK	31	1.4	43.4
SHOWER		4	0
HOSE BIBB	3	2.5	7.5
			0
BATHROOM GROUP (Tank, Res.)	84	3.6	302.4
WASHING MACHINE (8lb)	1	3	3
			0
			0
TOTAL FIXTURE UNITS			389.7

2 Commmerical Washing Machines @ 10.6 GPM ea.
400 FIXTURE UNITS = 105 GPM + (2x10.6) = 126.2
SIZE MAIN @ 3" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 270

Projected Meter Size, in:	2
----------------------------------	----------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
Post Office
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	4	10	40
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN	1	0.25	0.25
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER		4	0
HOSE BIBB	3	2.5	7.5
TOTAL FIXTURE UNITS			63.15

70 FIXTURE UNITS = 58 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 170

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Terry's Towing
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	1	5	5
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	1	2	2
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER	1	4	4
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			14.9

15 FIXTURE UNITS = 17.5 GPM
SIZE MAIN @ 1" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in:	3/4
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JOB NAME: **Flowerery Branch Water Meters**
United Methodist Church
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	7	5	35
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	8	2	16
DISHWASHER	1	1.4	1.4
SINK	3	1.4	4.2
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			64.6

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 50
Longest Probable Pipe Run, ft: 140

Projected Meter Size, in:	1 1/2
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JOB NAME: **Flowerery Branch Water Meters**
Whole Being Café
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

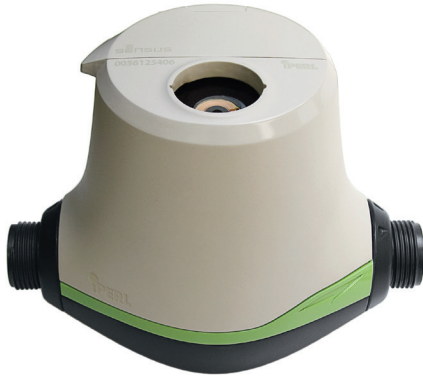
FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	2	5	10
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	2	4	8
DRINKING FOUNTAIN	1	0.25	0.25
UTILITY SINK		3	0
LAVATORY	2	2	4
DISHWASHER	1	1.4	1.4
SINK	2	1.4	2.8
SHOWER		4	0
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			31.95

35 FIXTURE UNITS = 24.9 GPM
SIZE MAIN @ 1 1/4" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in: **3/4**



iPERL Smart Water Meter

Electromagnetic Flow Measurement System

CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m³/hr) to 55 gpm (12.5 m³/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m³/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

Sensus iPERL[®] smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet[®] communication network, remotely gathering and transmitting data has never been more reliable or profitable.

Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



iPERL Smart Water Meter

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

AMI / AMR Compatibility

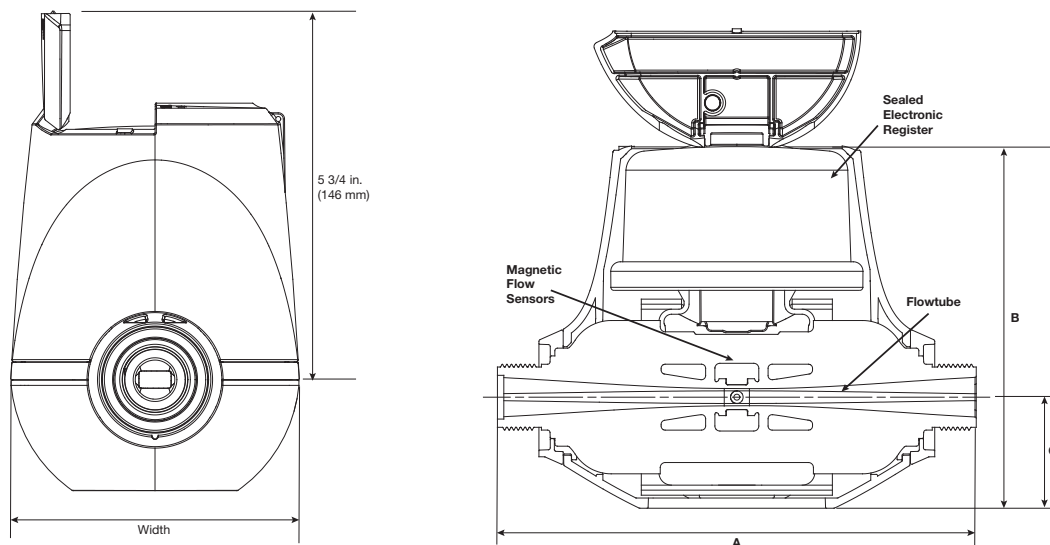
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



Dimensions and Net Weights

Size	A (lay length)	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (19 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4"S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.5 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.6 kg)

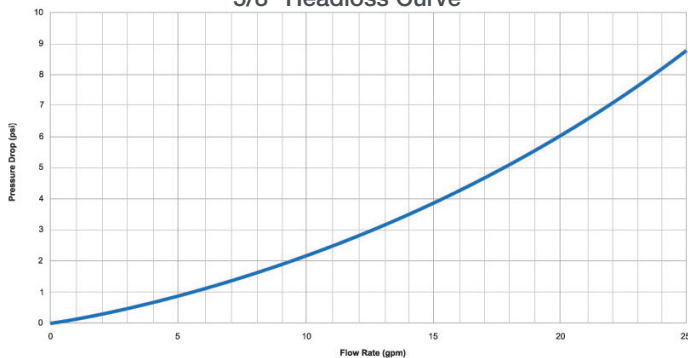


Specifications

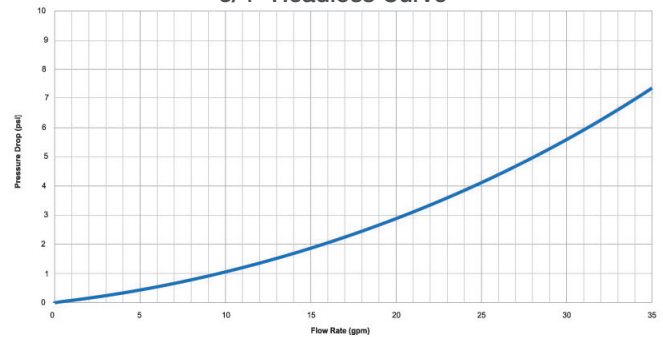
Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

Headloss Curves

5/8" Headloss Curve



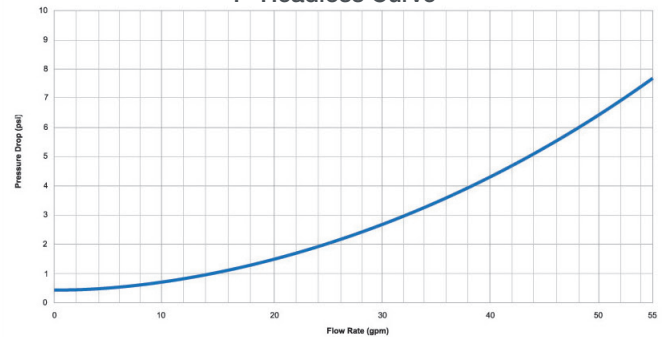
3/4" Headloss Curve



3/4" Short Headloss Curve



1" Headloss Curve

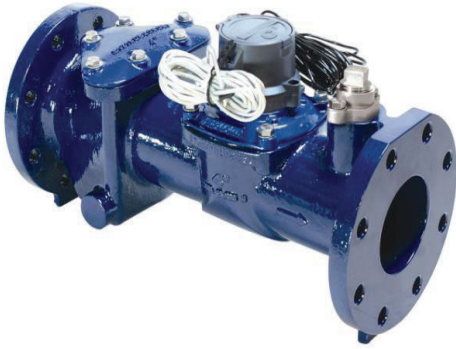




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OMNI™ Compound (C²) Water Meter

1-1/2", 2", 3", 4", 6", 8" and 10" OMNI C² Meter

The OMNI Compound (C²) Water Meter operation is based on advanced Floating Ball Technology (FBT).

DESCRIPTION:

- Floating Ball Technology (FBT)

ELECTRONIC REGISTER DISPLAY DIAGRAM



Totalization Mode



AMR/AMI Mode



Resettable Test Mode



Rate of Flow Mode

Conformance to Standards

The OMNI C² meter meets and far exceeds the most recent revision of AWWA Standard C701 and C702 class II. Additionally, the meter does not require a valve to meet these standards. Each meter is performance tested to ensure compliance. All OMNI meters are NSF/ANSI Standard 61, Annex F and G approved latest standards.

Performance

The patented measurement principles of the OMNI C² meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI C² meter has no restrictions on sustained flow rates within its continuous range. The floating ball measurement technology allows installation in any orientation and flows up to maximum rated capacity without undue wear or accuracy degradation.

Construction

The OMNI C² meter consists of two basic assemblies; the maincase and the measuring chamber. The measuring chamber assembly includes the "floating ball" impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all electronic programmable register with protective bonnet. The maincase is made from industry proven Ductile Iron with an approved NSF epoxy coating. Maincase features are; easily removable measuring chamber, unique chamber seal to the maincase using a high pressure o-ring, testing port and an AWWA compliant strainer.



OMNI Electronic Register

The OMNI C² electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The large character LCD displays AMR, totalization, rate of flow and a resettable test totalizer. OMNI register features include AMR resolution units that are fully programmable, fully programmable pulse output frequency, integral customer data logging capability and integral resettable accuracy testing feature compatible with UniPro and Sensus flow verification software. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI C² electronic register has a 10-year battery life guarantee.

Magnetic Drive

Meter registration is achieved by utilizing a fully magnetic pickup system. This is accomplished by the magnetic actions of the embedded rotor magnets and the ultra sensitive register pickup probe. The only moving component in water is the “floating ball” impeller.

Measuring Element

The hydro-dynamically balanced impeller floats between the bearings. The Floating Ball Technology (FBT) allows the measuring element to operate virtually without friction or wear, thus creating the extended upper and lower flow ranges capable on only the OMNI C² meter.

Strainer

The OMNI C² with the AWWA compliant “V” shaped strainer uses a stainless steel screen along with Floating Ball Technology (FBT). This creates a design that greatly improves accuracy, even in difficult settings. A removable strainer cover permits easy access to the screen for routine maintenance.

Maintenance

The OMNI C² meter is designed for easy maintenance. Should any maintenance be required, the measuring chamber and/or strainer cover can be removed independently. Replacement parts or complete measuring chambers are available for repairs. OMNI C² replacement measuring chambers may also be utilized to upgrade some third-party meters to achieve increased accuracy and extended service life.

AMR/AMI Systems

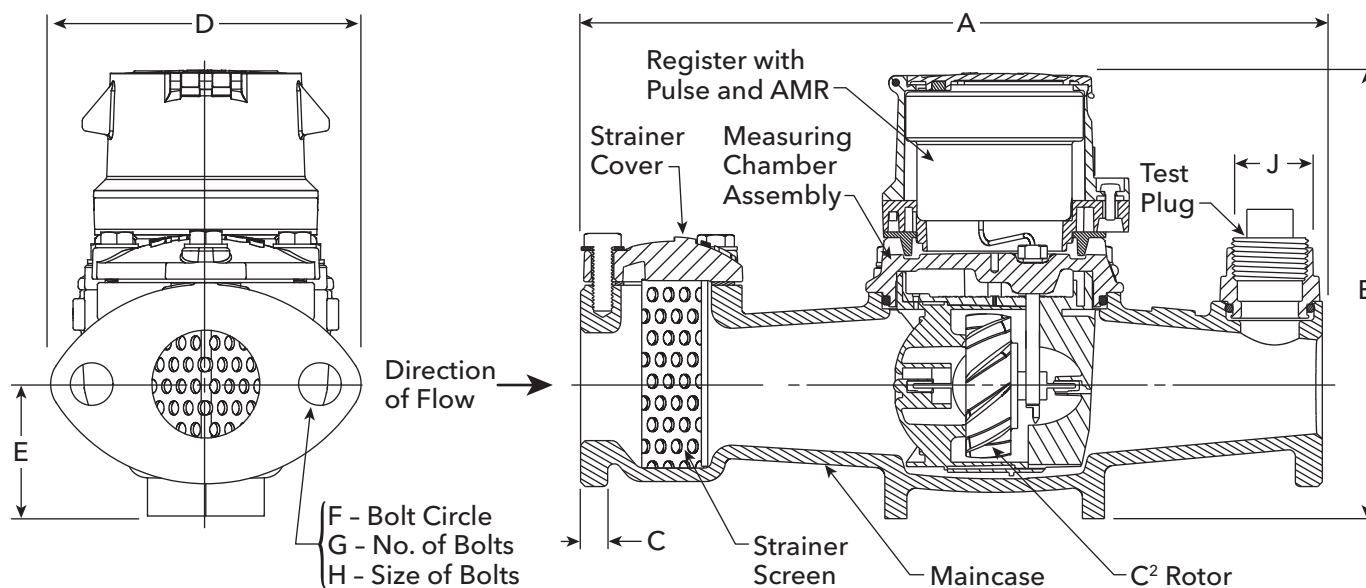
Meters and Electronic Registers are compatible with current Sensus AMR/AMI systems and other AMI communication systems that use the Sensus UI1203 protocol.

Guarantee

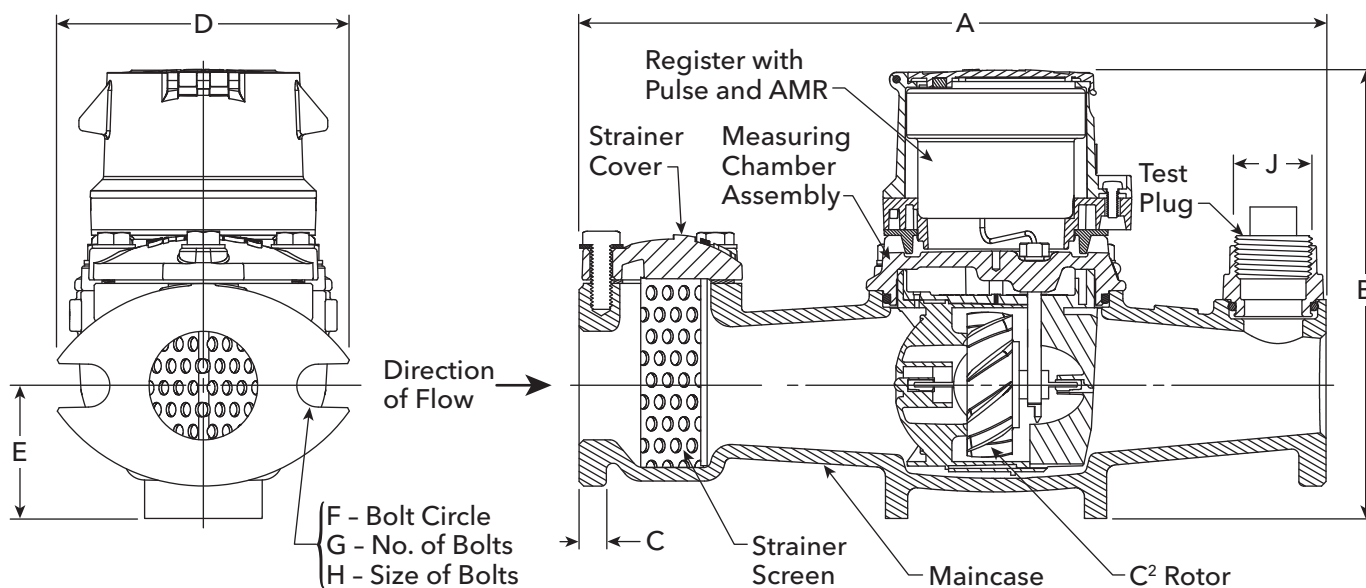
Sensus OMNI C² Meters are backed by “The Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.



OMNI C²: 1-1/2"

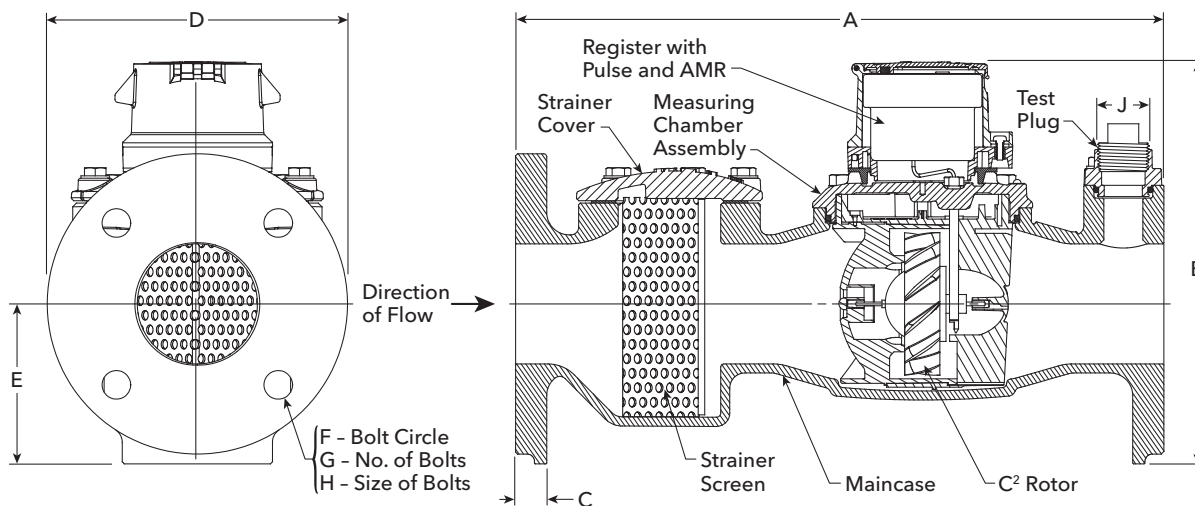


OMNI C²: 2"

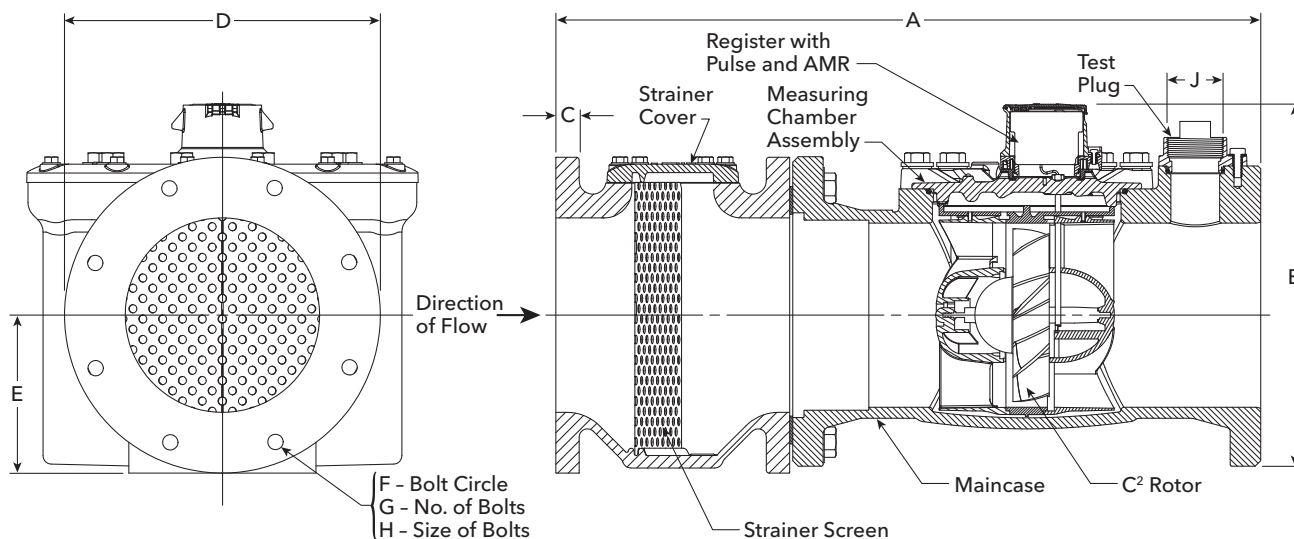




OMNI C²: 3" - 6"



OMNI C²: 8" - 10"





Dimensions and Net Weights

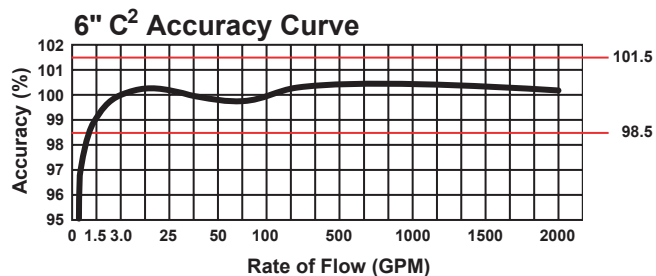
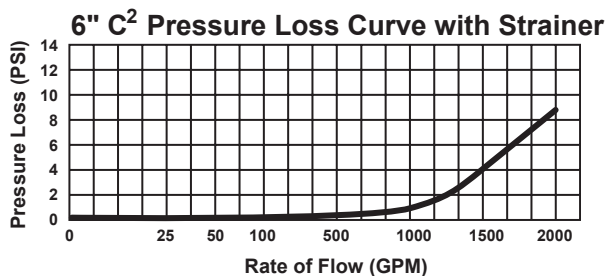
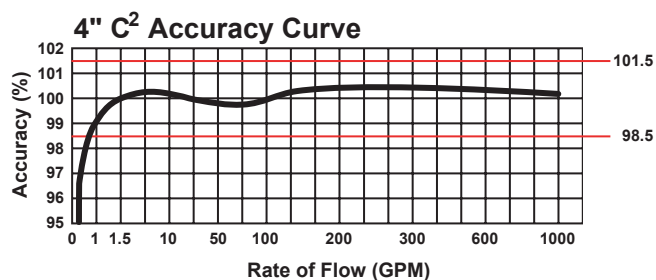
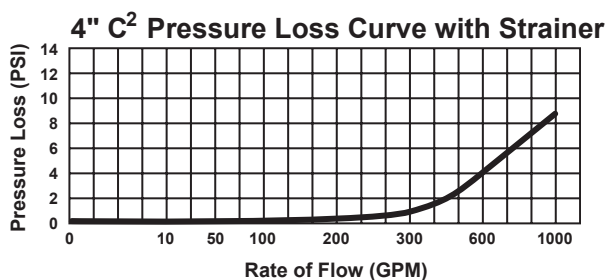
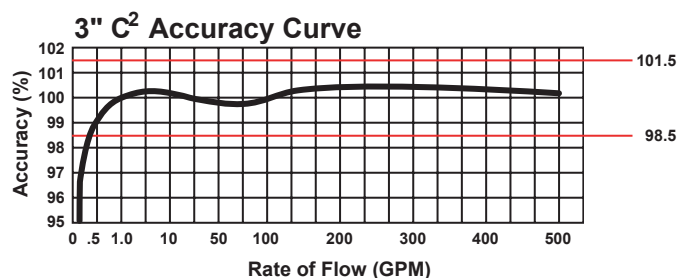
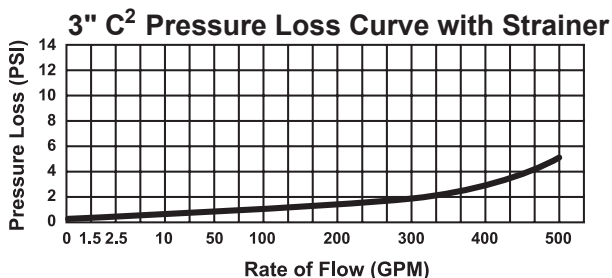
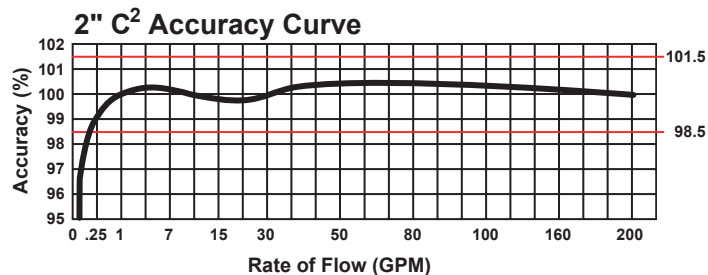
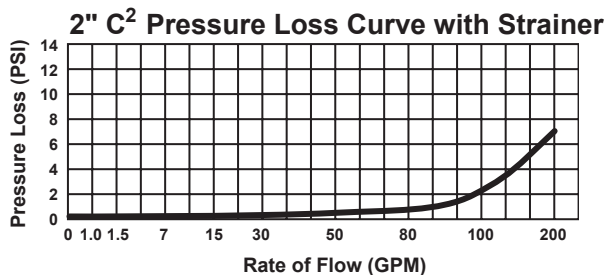
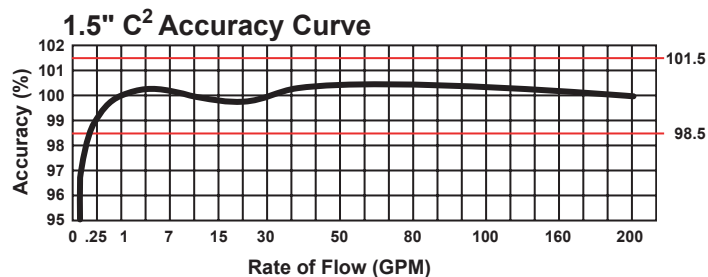
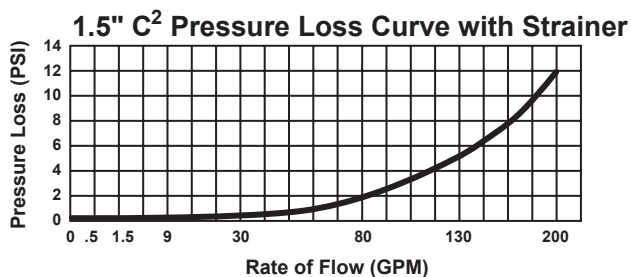
Meter and Pipe Size	Normal Operating Range		Connections	A	B	C	D	E	F	G	H	J	Net Weight	Shipping Weight
1-1/2" DN 40mm	.5 gpm .11 m³/hr	200 gpm 45 m³/hr	Flanged	13" 330mm	7-7/8" 200mm	15/16" 24mm	5-7/16" 138mm	2-5/16" 59mm	4" 102mm	2	5/8" 16mm	1" 25mm	18.8 lbs. 8.53 kg.	22.5 lbs. 10.20 kg.
2" DN 50mm	.5 gpm .11 m³/hr	200 gpm 45 m³/hr	Flanged	15-1/4" 387mm	7-7/8" 200mm	1" 25mm	5-3/4" 146mm	2-5/16" 59mm	4-1/2" 114mm	2	3/4" 19mm	1" 25mm	25.4 lbs. 11.5 kg.	32.5 lbs. 14.74 kg.
3" DN 80mm	1 gpm .23 m³/hr	500 gpm 114 m³/hr	Flanged	17" 432mm	8-3/4" 225mm	3/4" 19mm	7-7/8" 200mm	4-1/8" 105mm	6" 152mm	4	5/8" 16mm	1" 25mm	45 lbs. 20.41 kg.	48.0 lbs. 21.8 kg.
4" DN 100mm	1.5 gpm .34 m³/hr	1000 gpm 227 m³/hr	Flanged	20" 508mm	11-3/16" 284mm	15/16" 24mm	9-1/8" 232mm	4-3/4" 121mm	7-1/2" 191mm	8	5/8" 16mm	1-1/2" 38mm	64.9 lbs. 29.44 kg.	72.8 lbs. 33.02 kg.
6" DN 150mm	3 gpm .68 m³/hr	2000 gpm 454 m³/hr	Flanged	24" 610mm	13-1/4" 337mm	15/16" 24mm	11" 279mm	5-3/4" 146mm	9-1/2" 241mm	8	3/4" 19mm	1-1/2" 38mm	130 lbs. 59.0 kg.	155 lbs. 70.3 kg.
8" DN 200mm	4 gpm .91 m³/hr	2700 gpm 614 m³/hr	Flanged	30-1/8" 765mm	15" 381mm	11/16" 17mm	13-1/2" 343mm	6-3/4" 172mm	11-3/4" 298mm	8	3/4" 19mm	2" 51mm	471 lbs. 214 kg.	521 lbs. 236 kg.
10" DN 250mm	5 gpm 1.1 m³/hr	4000 gpm 908 m³/hr	Flanged	41-1/8" 1045mm	19" 483mm	11/16" 17mm	16" 406mm	8-1/2" 216mm	14-1/4" 362mm	12	7/8" 22mm	2" 51mm	685 lbs. 311 kg.	745 lbs. 338 kg.

Specifications

Service	Measurement of potable and reclaim water. Storage temperature: -22F (-30C) to 155F (68.3C) Operating temperatures: Air: -22F (-30C) to 150F (65.6C) Water: 33F (0.6C) to 80F (26.7C)	Pressure Loss	1-1/2": 6.9 psi @ 160 GPM (0.48 bar @ 36 m³/hr) 2": 4.3 psi @ 160 GPM (0.30 bar @ 36 m³/hr) 3": 3.2 psi @ 400 GPM (0.22 bar @ 91 m³/hr) 4": 6.4 psi @ 800 GPM (0.44 bar @ 182 m³/hr) 6": 5.5 psi @ 1600 GPM (0.38 bar @ 363 m³/hr) 8": 4 psi @ 2700 GPM (0.28 bar @ 614 m³/hr) 10": 4.5 psi @ 4000 GPM (0.31 bar @ 908 m³/hr)
Operating Range (100% ± 1.5%)	1-1/2": 0.5 - 200 GPM (0.11 - 45 m³/hr) 2": 0.5 - 200 GPM (0.11 - 45 m³/hr) 3": 1.0 - 500 GPM (0.23 - 114 m³/hr) 4": 1.5 - 1000 GPM (0.34 - 227 m³/hr) 6": 3 - 2000 GPM (0.68 - 454 m³/hr) 8": 4 - 2700 GPM (0.91 - 614 m³/hr) 10": 5 - 4000 GPM (1.1 - 908 m³/hr)	Maximum Operating Pressure	200 PSI (13.8 bar)
Low flow (95% - 101.5%)	1-1/2": 0.25 GPM (.06 m³/hr) 2": 0.25 GPM (.06 m³/hr) 3": 0.5 GPM (0.11 m³/hr) 4": 0.75 GPM (0.17 m³/hr) 6": 1.5 GPM (0.34 m³/hr) 8": 2.5 GPM (0.57 m³/hr) 10": 3.5 GPM (0.8 m³/hr)	Flange Connections	U.S. ANSI B16.1 / AWWA Class 125
Maximum Continuous Operation	1-1/2": 160 GPM (36 m³/hr) 2": 160 GPM (36 m³/hr) 3": 400 GPM (91 m³/hr) 4": 800 GPM (182 m³/hr) 6": 1600 GPM (363 m³/hr) 8": 2700 GPM (614 m³/hr) 10": 4000 GPM (908 m³/hr)	Test Ports	NPT
Maximum Intermittent Operation	1-1/2": 200 GPM (45 m³/hr) 2": 200 GPM (45 m³/hr) 3": 500 GPM (114 m³/hr) 4": 1000 GPM (227 m³/hr) 6": 2000 GPM (454 m³/hr) 8": 3400 GPM (773 m³/hr) 10": 5000 GPM (1136 m³/hr)	Register	Fully electronic sealed register with programmable registration (Gal. / Cu. Ft. / Cu. Mtr. / Imp. Gal. / Acre Ft.) Programmable AMR/AMI reading and pulse outputs Guaranteed 10-year battery life
		NSF Approved Materials	Maincase: Coated Ductile Iron Measuring Chamber: Thermoplastic Rotor "Floating Ball": Thermoplastic Radial Bearings: Hybrid Thermoplastic Thrust Bearings: Sapphire/Ceramic Jewel Magnets: Ceramic Strainer Screen: Stainless Steel Strainer Cover: Coated Ductile Iron Test Plug: Stainless Steel

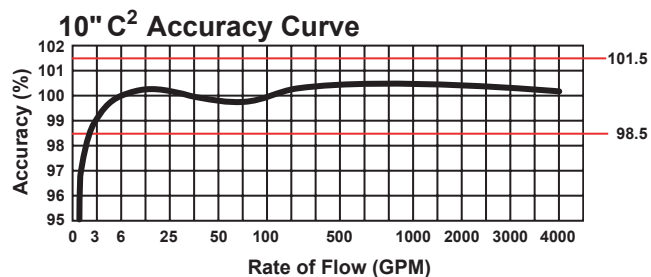
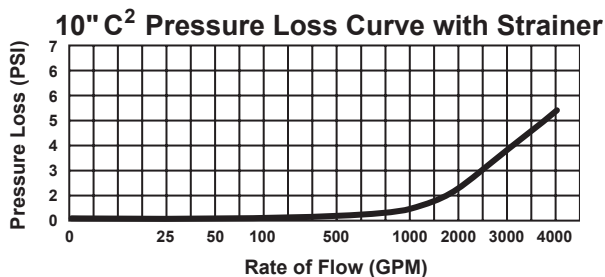
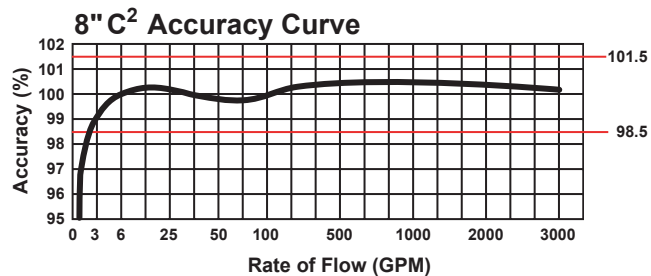
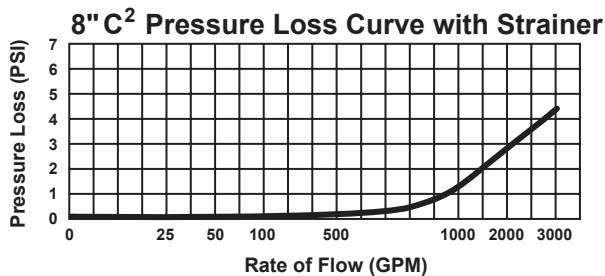


Head Loss Curves





Head Loss Curves





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Finance Monthly Department Report

COUNCIL MEETING DATE: April 15, 2021

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: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [FINANCE Apr 2021.pdf](#)

FINANCE DEPARTMENT REPORT

Prepared By: Alisha Gamble
Date: 4/9/2021



DEPARTMENT MISSION:

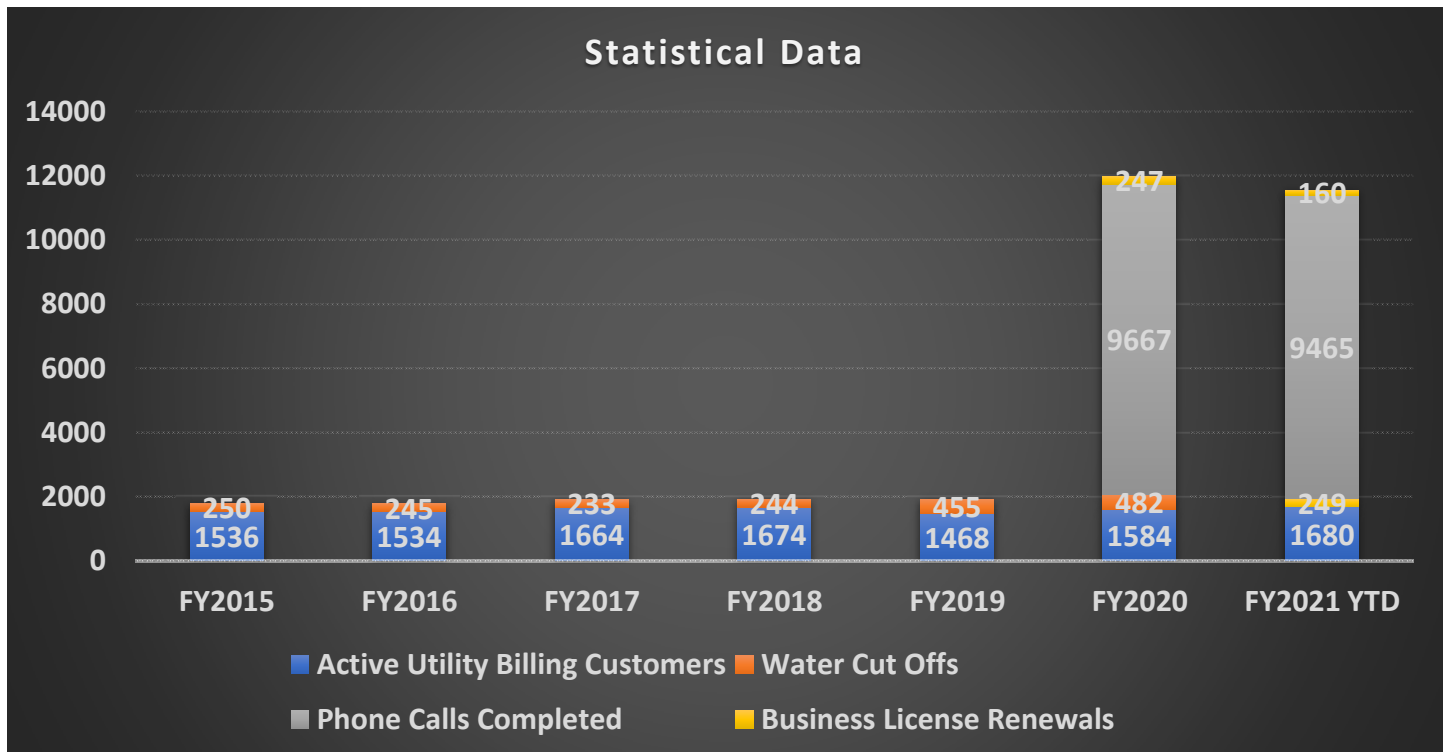
To provide timely, accurate and clear financial information to other City departments, the governing body, and the Flowery Branch community while maintaining compliance with applicable laws and procedures.

GOALS:

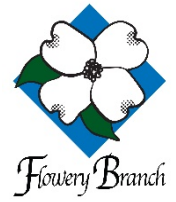
1. Enhance citizen transparency of financial data and timely reporting.
2. Provide excellent service to our citizens.
3. Keep citizens informed of announcements and billing/services updates in a timely manner.

STATS:

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021 YTD
Active Utility Billing Customers	1536	1534	1664	1674	1468	1584	1680
Water Cut Offs	250	245	233	244	455	482	249
Phone Calls Completed						9667	9465
Business License Renewals						247	160



FINANCE DEPARTMENT REPORT



REPORT:

Current projects for the Finance Department are:

1. Preparation of draft budget for City Manager, Council and Mayor review for the non-quorum meetings in April and May.
2. Streamlining the capital budget reporting process using an online platform to flow into the budget document.
3. Working on preparation of the quarterly financial update for quarter ending 3/31/2021.
4. ClearGov Citizen Transparency demonstration.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Planning and Development Monthly Department Report

COUNCIL MEETING DATE: April 15, 2021

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: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [PCD April 15.pdf](#)

PLANNING & COMMUNITY DEVELOPMENT DEPT REPORT

Prepared By:

Rich Atkinson

Date:

4/12/2021



DEPARTMENT MISSION:

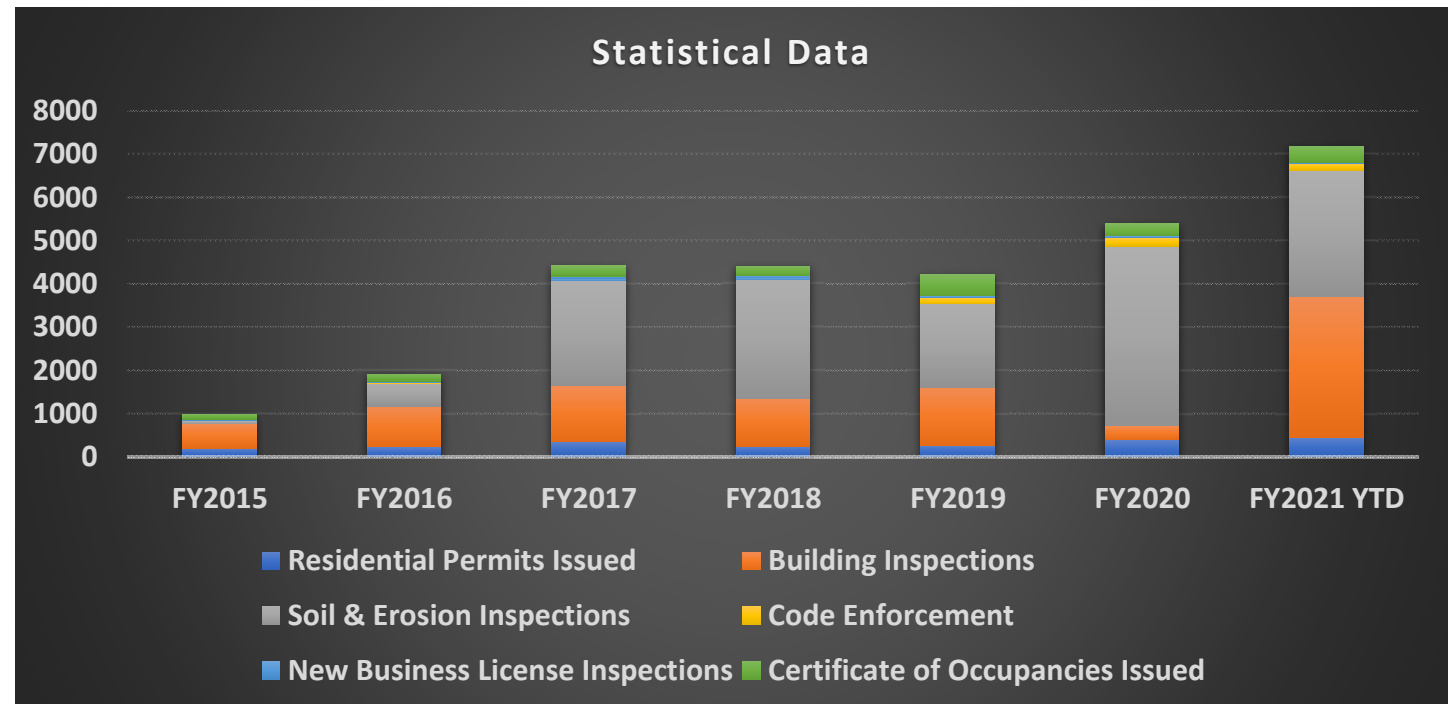
We are responsible for current and future planning, zoning, building permits, site development, plan review, building and site inspections, sign permitting and review, occupational tax licensing, soil and erosion inspections, as well as code enforcement. We strive to provide all of our services in a timely and professional manner.

GOALS:

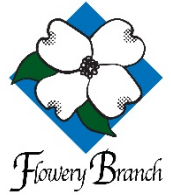
Help Flowery Branch reach its full potential as a city.

STATS:

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021 YTD
Residential Permits Issued	201	228	347	245	259	391	452
Building Inspections	559	941	1293	1113	1345	329	3,259
Soil & Erosion Inspections	78	535	2434	2744	1939	4146	2,916
Code Enforcement	6	13	42	35	132	195	141
New Business License Inspections	23	28	61	51	49	46	41
Certificate of Occupancies Issued	118	168	240	216	484	278	374



PLANNING & COMMUNITY DEVELOPMENT DEPT REPORT



REPORT:

The Villages, The Branches, Park Haven, and Park Walk are all nearing completion. Summit Lake is entering the last phase of thier project. The Burger King/Convenience store project is coming out of the ground. The Crest Apartments on Phil Niekro are leasing and the downtown project is nearing completion. The Enclave (Stark townhome community on McEver) is starting land disturbance activity. Both of Bret Clark's project are working towards land disturbance permits. Gee Harvey/Lenar's Beacon project have submitted for a model home permit and are progressing on the final plat approval. The CA-Ventures project on Falcon Parkway is progressing and has submitted building plans for review. Project Falcon (next to the Falcons facility) and the Woodfield Apartmnets are progressing on the development of thier properties.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Police Monthly Department Report

COUNCIL MEETING DATE: April 15, 2021

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: Police

Prepared by: Vickie Short

ATTACHMENTS

- [PD - April 2021.pdf](#)

POLICE DEPARTMENT REPORT

Prepared by:

Christopher Hulsey

Date:

3/31/2021



DEPARTMENT MISSION:

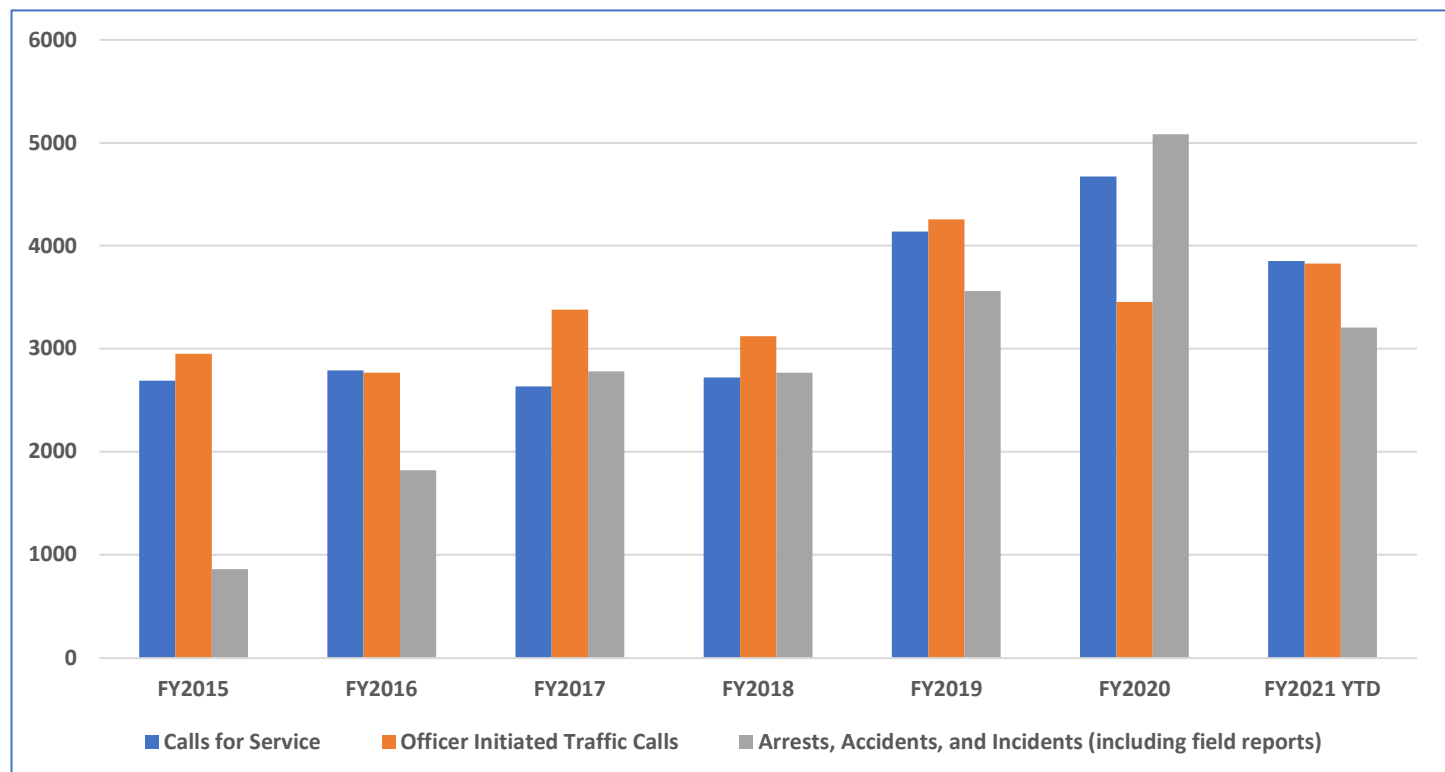
We vow to protect and serve the City of Flowery Branch through dedication, professionalism, and community-oriented policing by using active cooperation as well as effective, proven standards of excellence with a positive, progressive attitude.

GOALS:

1. Maintain and Improve service delivery in terms of public safety with a continuing focus on prevention.
2. Ensure city residents are treated fairly, ethically, and respectfully.
3. Continue to train on de-escalation techniques and continue training with regard to mental health issues.
4. Continue moving forward on obtaining Georgia State Certification

STATS:

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021 YTD
Calls for Service	2691	2791	2634	2721	4139	4671	3851
Officer Initiated Traffic Calls	2950	2769	3380	3123	4256	3455	3827
Arrests, Accidents, and Incidents (including field reports)	860	1821	2780	2768	3560	5081	3205
Vehicle Miles	149,699	163,147	187,258	193,705	186,851	194,189	149,228



POLICE DEPARTMENT REPORT



REPORT:

I wanted to take a moment to introduce myself to the Council and Mayor. Express my main goals as the Interim Chief and a little about my background.

I want to recognize J's Place Recovery Center in Gainesville about donating a dozen doses of Narcan this month to the police department.

The police department participated in several "meet and greet" this month. (Ms. Heathers Educational Adventures in Flowery Branch and Boy Scouts of America Troop 151 out of Flowery Branch)

On 4/9/2021 I am proud to announce that we have submitted an order to AED Brand for 6 new devices. The devices should be here Monday 4/12/2021. When these devices arrive, each officer that is assigned to patrol the streets of Flowery branch will have one on hand. That is a huge accomplishment.

Also, this month we as a department decided to participate in the Georgia Police and Fire games in Gainesville which will start in May. We have 7 officers that have signed up for this. The officers are very excited to participate. This year will be the first year that the Flowery Branch Police Department has ever been a participant.

I do have one doom and gloom incident that I want to share. The officers were dispatched to the AT&T store in reference to a burglary in progress. Officer Southard arrived on scene first by himself and seen two suspects running out of the store with multiple bags. There was approximately 100 phones and some other devices inside the bags. Officer Southard had the suspects at gun point waiting for backup, but the suspects still fled and got away. They recovered all the stolen property except for 6 of the phones.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Works Monthly Department Report

COUNCIL MEETING DATE: April 15, 2021

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: Public Works

Prepared by: Vickie Short

ATTACHMENTS

- [PUBLIC WORKS - Apr 2021.pdf](#)

PUBLIC WORKS DEPARTMENT REPORT

Prepared By: Bill Whidden
Date: 4/5/2021



DEPARTMENT MISSION:

The Public Works Department is responsible for the care, maintenance and operation of the city water distribution system, the collection of wastewater by distribution of drinking water, collection of sanitary sewer and collection of storm sewer, the street lighting system, all city streets and sidewalks, parks, and municipal buildings.

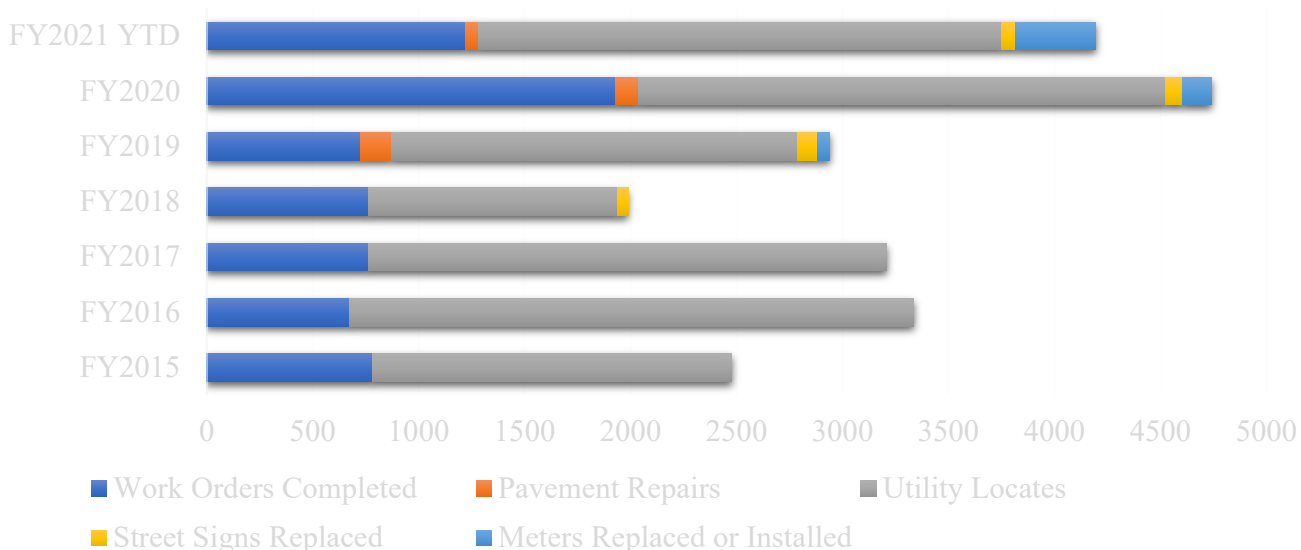
GOALS:

The Department of Public Works for the City of Flowery Branch strives to enhance the quality of life for its residents by ensuring clean safe drinking water, efficient sanitary sewer service, well-maintained city streets and all other city-related issues that our citizens rely on daily. We at Public Works are striving to become a more proactive unit with preventive maintenance on all the utilities, roadways, etc.. which in the long run will keep the city running in a more efficient and be less expensive for its citizens.

STATS:

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021 YTD
Work Orders Completed	781	673	764	765	725	1928	1220
Pavement Repairs					145	110	61
Utility Locates	1694	2662	2442	1173	1916	2483	2468
Street Signs Replaced				50	95	80	66
Meters Replaced or Installed					59	139	380
New Water Lines Installed (linear ft)					9786	4457	6412

Statistical Data



PUBLIC WORKS DEPARTMENT REPORT



REPORT:

Large water meter replacement is continuing throughout the city, the checking of water flow from the fire hydrants, checking valve cover heights along with the valve box alignments in the subdivisions that are under construction so the proper tool can be used to turn on and shut off the water supply when needed. Meter boxes or tops are being repaired or replaced that have been damaged for one reason or another. We have repaired (5) water leaks and (2) sewer leaks where we had to bring in heavy machinery. We also have to chase down water and sewer leaks that end up being on the private property owner's side of the line but never the less it still takes up our time and resources.

Due to the rain we are continually maintaining the ditches and drains and re-establishing erosion control measures on a reoccurring basis. We have removed a major tree and root ball from a creek which was threatening an aerial sewer line. Mowing season has begun and so has our crew on a limited basis but that is about to change.

Public works continues doing what we can to keep the city streets clean and safe for the residents of the City of Flowery Branch as we are proud to call it our home away from home.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Water/Wastewater Monthly Department Report

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

n/a

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Water/Wastewater

Prepared by: Vickie Short

ATTACHMENTS

- [WWW DEPARTMENT REPORT_042021.pdf](#)

WATER/WASTEWATER DEPARTMENT REPORT

Prepared By: Virgil Welch
Date: 4/7/2021



DEPARTMENT MISSION:

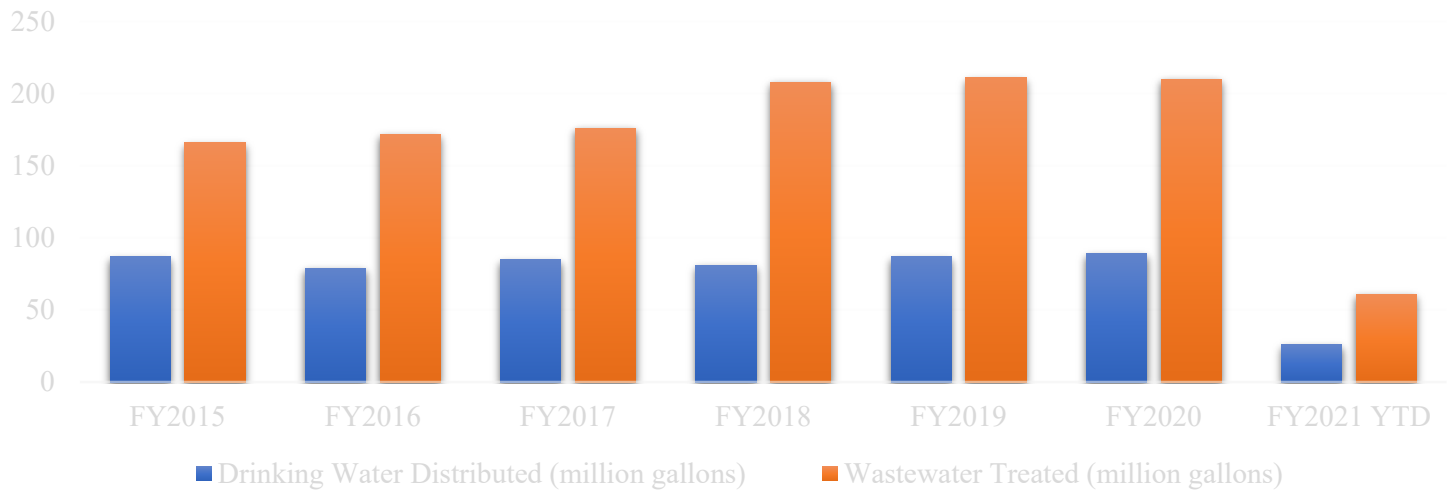
The safe and reliable production of drinking water, free of harmful bacteria and other pollutants, is one of our top priorities. Strict drinking water standards control all aspects of treatment for our public water supplies (treatment, storage, and distribution) to ensure the delivery of safe water to consumers. Wastewater treatment following strict requirements and monitoring to ensure the safety of our community is another top priority. Our goal is to meet or exceed all standards.

- GOALS:**
- 1. Planning for the new wastewater plant expansion.
 - 2. Hire a new employee.
 - 3. Implementation of the maintenance software program.
 - 4. Decreasing the volume in the Equalization Tank.

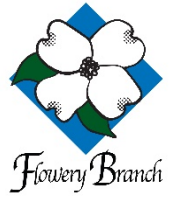
STATS:

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021 YTD
Drinking Water Distributed (million gallons)	87	79	85	81	87	89	26
Wastewater Treated (million gallons)	166	172	176	208	211	210	61

Statistical Data



WATER/WASTEWATER DEPARTMENT REPORT



REPORT:

Discussions with the engineers on the design of new wastewater plant continue and are on track to be finalized by May 31st. A new employee started April 5th and is doing well. The implementation of the maintenance software program is still in progress and the Equalization Tank is going down to normal levels.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 18, 2021 Meeting Minutes

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT:

Prepared by: Vickie Short

ATTACHMENTS

- [March 18, 2021 Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, March 18, 2021, 6:00 pm
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Miller called the work session to order at 6:01 pm.

PRESENT: Mayor Mike Miller and Councilmembers Chris Mundy, Ed Asbridge, Leslie Jarchow, and Joe Anglin.

ABSENT: Councilmember Amy Farah

Also present were Bill Andrew, City Manager, Vickie Short, City Clerk, Ron Bennett, City Attorney, Alisha Gamble, Finance Director, Rich Atkinson, Planner, David Spillers, Police Chief, Virgil Welch, Assistant Wastewater Director, and Bill Whidden, Public Works Director.

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance.

UNFINISHED BUSINESS - WORK SESSION:

Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes.

Mr. Atkinson presented the details of the request:

- Rezone 6 parcels from M1 to R3
- Two Phases
- Phase 1 (48 +/- acres); 49 single family detached; 140 townhomes
- Phase 2 (69 +/- acres); 138 single family detached

The parcels in question were annexed and/or rezoned from multiple zonings (A, A III, R2) to M-1. There was no specific site plan associated with this project. A large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes 6167 Wade Orr Road. This tract was part of the original annexation/rezoning and consists of around 60 acres and is zoned M-1. Currently, this parcel is not part of the Stark project under consideration.

In reviewing the initial submittal, Staff had concerns regarding the lack of connectivity between the two phases. The applicant would need to acquire additional land to improve the connectivity. The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place.

In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

Mr. Anglin asked if the second phase will reach to Wade Orr. Mr. Atkinson replied that Mr. Stark had not purchased the property near Wade Orr.

Mayor Miller asked about the traffic plans for the Mulberry Street/Phil Niekro/Atlanta Highway interchanges. The applicant will complete a traffic study.

Mr. Asbridge asked about the density of the second phase.

The applicant stated the townhomes' price point would be the high 200's and the single-family units would be low to mid 300's.

Second Reading of Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes

Mr. Atkinson presented details of the request.

- Current lots are legal non-conforming
- Applicant wishes to build upon the legal 50 x 100 lots
- Lots are zoned R-2 which require larger lots (75 feet wide; 1500 square foot minimum lot size)
- Lots cannot be built upon under current R-2 zoning
- Applicant wishes to keep lots zoned R-2 and build upon them
- Variances are required in order to make this request possible

Staff recommendations:

1. Applicant's development shall comply with all stormwater management requirements of Article 12 of the Subdivision and Land Development Code per Section 1203.
2. Applicant shall record a final plat in accordance with Article 8 of the Subdivision and Land Development Code.
3. The final plat shall dedicate a 25 feet wide strip of public right of way along Morrow Drive (measured from the existing centerline of said road) for future installation of sidewalks, curb, gutter, utilities and other public improvements.
4. A landscape plan for each individual lot and the development as a whole shall be submitted to staff at the time of any land disturbance application.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached hereto.

Mr. Asbridge shared that he felt sidewalk installation at this point is not a good idea. Mr. Atkinson recommended going ahead and getting the right of way to prepare for later sidewalk construction.

Second Reading of Ordinance 623 a rezoning request submitted by Mr. Bret Clark.

The property is located at 5519 McEver Road; 08099 000007; 11.34+/- acres.

The request is to rezone from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) proposal is to construct a mixed-use development of townhomes and commercial outparcels.

Mr. Atkinson shared that townhomes and commercial parcels shall be constructed in a manner that significantly adheres to the elevations as submitted. Material shall be limited to brick, stacked stone, cementitious fiber board, and board and batten. Elevations shall be submitted for each townhome at the time of permit. Architectural shingles shall be used throughout the development. Uses and proposed zoning designations are acceptable and staff recommends approval as submitted and conditioned.

Mr. Anglin asked about the left turn lanes into the development and whether it should line up with the lanes on the other side of McEver Road. He also reiterated his concerns about landscaping and buffers. He also confirmed that if this development was sold it would be held to the same conditions as set forth in this ordinance.

NEW BUSINESS -WORK SESSION:

Minor Updates and Clarification to Utility Rates Resolution 20-020, effective March 18, 2021

Mr. Sills presented the requested minor updates and provided clarification on the need for these changes. These changes include establishing water-sewer rates and connection fees to clarify (a) the calculation of the Fire Suppression System Development Charge (FSSDC) and when a development is exempt from said charge; and (b) add a category for temporary disconnections.

Both Mr. Anglin and Mr. Mundy asked for clarification regarding the snowbird rates. Mr. Sills explained the snowbird rates are for residents who are leaving long periods of time and will have a temporary disconnect versus paying a base amount each month.

DEPARTMENT REPORTS:

City Manager Report

Mr. Andrew gave details of the Council Retreat on 3/26 9:00 am to 4:00 pm. The agenda will include the following:

- Staffing
- Comp. Plan = Zoning
- Water and Sewer Plans and Rates

Mr. Andrew also gave an update on the COVID relief funds that the City is projected to receive. There has been discussion that it might be used on water/sewer infrastructure.

Department Reports

Each of the below departments gave their monthly report.

Water/Wastewater Monthly Department Report

Public Works Monthly Department Report

Police Monthly Department Report

Planning and Development Monthly Department Report

Finance Monthly Department Report which also included:

- (FY2021 - Quarter 2 Financial Update)
- ClearGov - Citizen Transparency Website Presentation will be at a later date.

City Council Report

Mr. Asbridge shared that there needs to be some serious discussions regarding the staffing needs/revenue at budget time.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 7:09 pm.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 7:09 pm.

PUBLIC COMMENTS:

Curtis Iocco, 5575 McEver Road, Flowery Branch, GA 30542

Mr. Iocco is requesting to connect to sewer. His property is near the Summit Lake Subdivision. Staff will be working with Mr. Iocco to help with this process and his needed annexation.

Timothy Chambers, 5539 McEver Road, Flowery Branch, GA 30542

Mr. Chambers shared his concern about the rezoning (Ordinance 623) of McEver Road/Gainesville Street. He expressed concerns for stream and potential soil/erosion problems.

Clyde Grine, 6034 Morrow Drive, Flowery Branch, GA 30542

Mr. Grine wanted to apologize to Bill Andrew and Bill Whidden for his vocal frustration regarding his property. He appreciates them coming out to view the property.

CONSENT AGENDA:

Consider Mayor Miller Per Diem

There was a motion made to approve the consent agenda.

MOTION: Leslie Jarchow

SECOND: Ed Asbridge

AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy

NAYS: None

Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Second Reading of Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes

Mr. Bennett read the captions to Ordinances 631, 632, 633, and 634.

There was a motion made to approve as submitted and conditioned by staff. Staff encourages Mayor and Council to provide additional conditions as deemed appropriate prior to the final read and vote scheduled for March 18th, 2021.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy
NAYS: None
Motion carried

Second Reading of Ordinance 623 a rezoning request submitted by Mr. Bret Clark.

Mr. Bennett read the caption to Ordinance 623.

There was a motion made to approve as submitted and conditioned by staff.

MOTION: Ed Asbridge
SECOND: Chris Mundy
AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Minor Updates and Clarification to Utility Rates Resolution 20-020, effective March 18, 2021

There was a motion made to approve the amendment of Sections 6.6 and 12 of Resolution 20-2020 establishing water-sewer rates and connection fees to clarify (a) the calculation of the Fire Suppression System Development Charge (FSSDC) and when a development is exempt from said charge; and (b) add a category for temporary disconnections.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION: There was no executive session.

ADJOURNMENT:

There was a motion made to adjourn at 7:36 pm.

MOTION: Chris Mundy

SECOND: Joe Anglin

AYES: Ed Asbridge, Joe Anglin, Leslie Jarchow, Chris Mundy

NAYS: None

Motion carried

Mayor – Mike Miller

Date

City Clerk – Vickie Short



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: License Agreement for Temporary Sewer Construction

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

In October 2000, the City of Flowery Branch recorded a permanent easement for the lift station and sanitary sewer lines to serve Martin Road Elementary. These facilities are now being accessed by Scannell Development Company in order to serve the southwestern corner of Exit 14 and Martin Road and Falcons Parkway.

FACTS AND ISSUES:

This License Agreement will allow the Scannell Development Company to connect into our sanitary sewer system. The License Agreement shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

The staff recommends approval for this License Agreement.

SAMPLE MOTION:

I motion to authorize the Mayor to execute the License Agreement for Temporary Sewer Construction between the City of Flowery Branch and the Scannell Development Company.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)

- [Exec Summary Sewer Construction License Agreement.pdf](#)

LICENSE AGREEMENT FOR TEMPORARY CONSTRUCTION

THIS LICENSE AGREEMENT FOR TEMPORARY CONSTRUCTION (this “Agreement”) is entered into and made effective this ____ day of _____, 2021 (the “Effective Date”), by and between **SCANNELL DEVELOPMENT COMPANY II, INC.**, an Indiana corporation (“Scannell”) and the **CITY OF FLOWERY BRANCH, GEORGIA** (the “City”).

RECITALS:

WHEREAS, MAKITA U.S.A., INC., a California corporation (“Makita”) is the fee owner of certain real estate located on Falcon Parkway in Flowery Branch, Hall County, Georgia, which is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Scannell is the developer of an industrial project to be located on the Property for the benefit of Makita;

WHEREAS, the City is the beneficiary and holder of certain rights pursuant to that certain Sewer System Facilities Dedication dated October 9, 2000 and recorded December 12, 2000 in Book 3782 Pages 547-548 in the Office of the Clerk of the Superior Court of Hall County, Georgia (the “Easement”), a copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference; and

WHEREAS, Scannell wishes to construct, at Scannell’s cost and expense, certain offsite sewer improvements (the “Improvements”) within the Easement area and the Falcon Parkway right-of-way (collectively, the “Easement Area”), which Improvements will be: (a) dedicated and conveyed to the City upon completion of construction; and (b) utilized to provide sanitary sewer service to the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, their successors and assigns, hereby agree as follows:

1. **Temporary License.** The City hereby grants to Scannell, its employees, contractors, consultants, and agents (collectively, the “Scannell Parties”), a temporary license to permit Scannell to enter upon the Easement Area in order to construct, at Scannell’s cost and expense, the Improvements within the Easement Area (the “License”), such Improvements being more particularly depicted on **Exhibit C** attached hereto and incorporated herein by reference. The License shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

2. **Representations and Warranties.** The City hereby represents and warrants to Scannell as follows: (a) the City is the sole beneficiary and holder of the rights granted by the Easement; (b) the City has full power and authority to enter into this Agreement and to grant the rights to Scannell as provided herein, and all consents and approvals necessary therefor have been obtained; and (c) the person executing this Agreement on the City’s behalf has been duly authorized and is empowered to bind the City to this Agreement.

3. **Release and Indemnity.** Scannell, as part of the consideration for the License, hereby releases and waives any and all claims and demands that it may or might have against the City for and on account of any damage or injury to facilities or property of Scannell, and shall indemnify and hold the City harmless for the same, except to the extent caused by: (a) the negligence or willful misconduct of the City, its employees, contractors, consultants, or agents; or (b) the City’s breach of Section 2 of this Agreement.

4. **Binding Effect.** The terms, covenants and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5. **Entire Agreement; Amendments.** This Agreement and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the City and Scannell concerning the matters set forth herein and there are no covenants, promises, agreements, conditions or understandings, either or written, between them with respect to such matters other than are herein set forth. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia, without regard to its choice of law principles or rules.

7. **Severability.** In the event that any provision of this Agreement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of this Agreement, and such provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

8. **Waiver.** The failure of either party to enforce any of the provisions of this Agreement at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (a) in person; (b) by certified or registered first class prepaid U.S. Mail, return receipt requested; (c) prepaid by nationally-recognized overnight courier service such as FedEx; or (d) via email, to the parties hereto at their respective addresses set forth below, or at such other addresses provided by the parties pursuant to this Section 9. Such notices shall be deemed given when: (i) personally delivered; (ii) deposited in the mail or with such courier service; or (iii) sent to the receiving party via email, as applicable.

If to the City: City of Flowery Branch
 P.O. Box 757
 5410 W. Pine Street
 Flowery Branch, GA 30542
 Attn: Vickie Short, City Clerk

If to Scannell: Scannell Properties
 8801 River Crossing Blvd., Suite 300
 Indianapolis, IN 46240
 Attn: Drew C. Strobel, Counsel

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City and Scannell have executed this Agreement to be effective as of the Effective Date.

SCANNELL:

SCANNELL DEVELOPMENT COMPANY II, INC.
an Indiana corporation

By: _____
Marc D. Pfleging, General Counsel

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pfleging, the General Counsel of Scannell Development Company II, Inc., an Indiana corporation, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Signature

Printed

My Commission Expires: _____
My County of Residence: _____

THE CITY:

THE CITY OF FLOWERY BRANCH, GEORGIA

By: _____

Printed: _____

Title: _____

STATE OF GEORGIA)
) SS:
COUNTY OF HALL)

Before me, a Notary Public in and for said county and state, personally appeared _____, the _____ of the City of Flowery Branch, Georgia, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said municipality.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

Signature

Printed

My Commission Expires: _____
My County of Residence: _____

EXHIBIT A

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lots 72 and 73 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-017; Drawing/File #19-017), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a 2" open top pipe found at the common corner of Land Lots 69, 70, 72 and 73;

THENCE South 58 degrees 29 minutes 26 seconds West for a distance of 379.22 feet to a computed point on the northeasterly right-of-way line of Martin Road Extension (public r/w varies);

THENCE South 58 degrees 29 minutes 26 seconds West for a distance of 10.76 feet to a computed point;

THENCE South 57 degrees 52 minutes 05 seconds West for a distance of 237.10 feet to a computed point;

THENCE South 57 degrees 39 minutes 45 seconds West for a distance of 56.93 feet to a concrete r/w monument found on the northwesterly right-of-way line of aforesaid Martin Road Extension, said concrete r/w monument found being the POINT OF BEGINNING.

THENCE proceeding along said northwesterly right-of-way line of Martin Road Extension South 25 degrees 59 minutes 24 seconds West for a distance of 183.15 feet to a concrete r/w monument found;

THENCE South 17 degrees 16 minutes 53 seconds East for a distance of 385.63 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying South 48 degrees 07 minutes 50 seconds West for a distance of 1.28 feet;

THENCE North 69 degrees 59 minutes 42 seconds East for a distance of 169.78 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 980.00 feet for an arc distance of 403.54 feet (said arc being subtended by a chord of South 31 degrees 53 minutes 00 seconds East for a distance of 400.69 feet) to a concrete r/w monument found;

THENCE South 45 degrees 23 minutes 40 seconds West for a distance of 10.31 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 990.00 feet for an arc distance of 273.34 feet (said arc being subtended by a chord of South 51 degrees 35 minutes 04 seconds East for a distance of 272.47 feet) to a 1/2" iron pin set at the intersection of the northwesterly right-of-way line of Falcon Parkway (S.R. #13, public r/w varies);

THENCE proceeding southwesterly along the northwesterly right-of-way line of said Falcon Parkway South 34 degrees 16 minutes 08 seconds West for a distance of 414.72 feet to a 1/2" iron pin set;

THENCE South 36 degrees 09 minutes 50 seconds East for a distance of 4.53 feet to a concrete r/w monument found;

THENCE South 53 degrees 43 minutes 37 seconds West for a distance of 220.91 feet to a concrete r/w monument found;

THENCE North 36 degrees 45 minutes 34 seconds West for a distance of 30.22 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying North 53 degrees 26 minutes 43 seconds East for a distance of 0.94 feet;

THENCE South 53 degrees 42 minutes 30 seconds West for a distance of 122.61 feet to a concrete r/w monument found;

THENCE South 36 degrees 04 minutes 05 seconds East for a distance of 39.60 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 2371.83 feet for an arc distance of 317.93 feet (said arc being subtended by a chord of South 49 degrees 47 minutes 30 seconds West for a distance of 317.70 feet) to a concrete r/w monument found;

THENCE South 43 degrees 27 minutes 31 seconds East for a distance of 9.66 feet to a computed point, said computed point being witnessed by a concrete r/w monument found lying North 75 degrees 41 minutes 17 seconds West for a distance of 1.18 feet;

THENCE along a curve to the left having a radius of 2361.83 feet for an arc distance of 53.71 feet (said arc being subtended by a chord of South 45 degrees 48 minutes 48 seconds West for a distance of 53.71 feet) to a concrete r/w monument found;

THENCE South 44 degrees 14 minutes 21 seconds West for a distance of 47.94 feet to a concrete r/w monument found;

THENCE South 46 degrees 14 minutes 35 seconds East for a distance of 10.07 feet to a concrete r/w monument found;

THENCE South 44 degrees 50 minutes 12 seconds West for a distance of 300.18 feet to a concrete r/w monument found;

THENCE South 45 degrees 52 minutes 07 seconds East for a distance of 22.05 feet to a concrete r/w monument found;

THENCE South 45 degrees 52 minutes 07 seconds East for a distance of 8.05 feet to a 1/2" iron pin set;

THENCE South 44 degrees 27 minutes 07 seconds West for a distance of 593.67 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 1010.00 feet for an arc distance of 127.19 feet (said arc being subtended by a chord of South 48 degrees 03 minutes 34 seconds West for a distance of 127.11 feet) to a computed point;

THENCE along a curve to the right having a radius of 1010.00 feet for an arc distance of 58.86 feet (said arc being subtended by a chord of South 53 degrees 20 minutes 12 seconds West for a distance of 58.85 feet) to a 1/2" rebar found;

THENCE departing said right-of-way line of Falcon Parkway North 29 degrees 20 minutes 33 seconds West for a distance of 1731.16 feet to a 1/2" iron pin found on the southeasterly right-of-way line of Interstate 985 (S.R. #365, limited access public r/w varies);

THENCE proceeding northeasterly along said right-of-way line of Interstate 985 North 41 degrees 54 minutes 20 seconds East for a distance of 179.39 feet to a 1/2" rebar found;

THENCE North 41 degrees 41 minutes 23 seconds East for a distance of 25.59 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 11457.89 feet for an arc distance of 704.56 feet (said arc being subtended by a chord of North 39 degrees 51 minutes 03 seconds East for a distance of 704.45 feet) to a concrete r/w monument found;

THENCE along a curve to the right having a radius of 1343.34 feet for an arc distance of 120.12 feet (said arc being subtended by a chord of North 47 degrees 23 minutes 55 seconds East for a distance of 120.08 feet) to a concrete r/w monument found;

THENCE North 63 degrees 01 minutes 14 seconds East for a distance of 48.74 feet to a concrete r/w monument found;

THENCE along a curve to the right having a radius of 1333.34 feet for an arc distance of 147.21 feet (said arc being subtended by a chord of North 55 degrees 07 minutes 04 seconds East for a distance of 147.14 feet) to a concrete r/w monument found;

THENCE North 58 degrees 21 minutes 06 seconds East for a distance of 475.88 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 1260.00 feet for an arc distance of 23.71 feet (said arc being subtended by a chord of North 57 degrees 55 minutes 10 seconds East for a distance of 23.71 feet) to a concrete r/w monument found;

THENCE South 31 degrees 26 minutes 06 seconds East for a distance of 11.47 feet to a concrete r/w

monument found;

THENCE along a curve to the left having a radius of 1271.36 feet for an arc distance of 210.45 feet (said arc being subtended by a chord of North 52 degrees 28 minutes 33 seconds East for a distance of 210.21 feet) to a concrete r/w monument found;

THENCE North 42 degrees 11 minutes 16 seconds West for a distance of 20.84 feet to a concrete r/w monument found;

THENCE along a curve to the left having a radius of 1250.00 feet for an arc distance of 206.17 feet (said arc being subtended by a chord of North 43 degrees 01 minutes 34 seconds East for a distance of 205.93 feet) to a concrete r/w monument found;

THENCE North 38 degrees 08 minutes 44 seconds East for a distance of 36.35 feet to a concrete r/w monument found;

THENCE North 87 degrees 26 minutes 37 seconds East for a distance of 71.20 feet to a concrete r/w monument found at the intersection with the southwesterly right-of-way line of aforesaid Martin Road Extension;

THENCE proceeding along said right-of-way line of Martin Road Extension along a curve to the right having a radius of 870.00 feet for an arc distance of 313.68 feet (said arc being subtended by a chord of South 33 degrees 46 minutes 11 seconds East for a distance of 311.99 feet) to a concrete r/w monument found;

THENCE South 26 degrees 03 minutes 38 seconds West for a distance of 101.79 feet to a concrete r/w monument found, said concrete r/w monument found being the POINT OF BEGINNING.

Said tract or parcel of land contains 80.773 acres or 3,518,491 square feet.

EXHIBIT B

Copy of Easement

[See attached.]

033796

SEWER SYSTEM FACILITIES DEDICATION

000547

GEORGIA, HALL COUNTY

This conveyance executed this 9th day of October, 2000 for and in consideration of ten (\$10.00) dollars in hand paid, receipt of which is acknowledged, the undersigned does hereby grant, sell and convey unto the City of Flowery Branch, Georgia, forever all pump stations, sanitary sewers lines, perpetual easements for same, and appurtenances shown across and through the land indicated on the plat attached hereto as Exhibit A. Said land is indicated in Deed Book 3067, Pages 223-227; Deed Book 3183, Pages 258-262; and Deed Book 3420, Page 464, in the Superior Court of Hall County in Gainesville, Georgia. Said easements being on the lands of grantor and extending a distance of 10 feet on either and both sides of the centerline of sewer line and pump station or as otherwise shown on Exhibit A.

The Grantee shall have the right of ingress and egress on said lands for the purpose of maintaining said sewer system facilities and shall exercise reasonable diligence in doing necessary work in connection therewith so as to avoid damaging the property.

IN WITNESS WHEREOF, the undersigned Grantor hereto set his/her hand and seal the day and year above written.

Signed, Sealed and Delivered
In the Presence of:

Charlene Young
Notary Public

HALL COUNTY SCHOOL DISTRICT

Bill L. Higgins
Chairman, Hall County Board of Education

Joe Fordham
Superintendent and Ex-Officio Secretary
Hall County Board of Education

12-12-2001
Commission Expires

John H. Hargulay
Witness

Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of Dec.
2000 at 11:15 a.m. Recorded in
Book 3782 Page(s) 547 + 548
this 12 day of Dec., 2000.
DWIGHT S. WOOD, CLERK, by: JB
31442

The Improvements





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: License Agreement for Temporary Sewer Construction

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

In October 2000, the City of Flowery Branch recorded a permanent easement for the lift station and sanitary sewer lines to serve Martin Road Elementary. These facilities are now being accessed by Scannell Development Company in order to serve the southwestern corner of Exit 14 and Martin Road and Falcons Parkway.

FACTS AND ISSUES:

This License Agreement will allow the Scannell Development Company to connect into our sanitary sewer system. The License Agreement shall automatically expire and be of no further force and effect upon: (a) completion of construction of the Improvements; and (b) dedication of the Improvements to the City and acceptance by the City thereof.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

The staff recommends approval for this License Agreement.

SAMPLE MOTION:

I motion to authorize the Mayor to execute the License Agreement for Temporary Sewer Construction between the City of Flowery Branch and the Scannell Development Company.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Bill Andrew

ATTACHMENTS

- [License Agreement for Temporary Construction - Flowery Branch GA - v1 \(21.4.6\) City Executed.pdf](#)



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes. The request includes six (6) parcels and therefore requires six (6) corresponding ordinances. The ordinances are 625, 626, 627, 628 (encompassing phase one), and 629, 630 (encompassing phase two).

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not include in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

March 18, 2021 work session discussion concerning buffers (plan attached below).

Updated April connectivity layout provided by applicant. this updated plan has been submitted (see below) in order to help answer Council's traffic concerns. this plan has been sent to CPL for review and comment and a CPL representative will be present at the April 15, 2021 meeting to discuss and answer questions. This plan was submitted in lieu of a traffic study.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

March 4 Public Hearing & Work Session

March 18 - Work Session

April 1 - Work Session (If Needed)

April 15 - First Vote

May 6 - Work Session (If Needed)

May 20 - Second and Final Vote

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

Approve as submitted and conditioned.

SAMPLE MOTION:

I make a motion to approve the first reading of ordinance 625 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 626 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 627 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 628 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 629 as submitted and conditioned.

I make a motion to approve the first reading of ordinance 630 as submitted and conditioned.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)
- [Staff Report .pdf](#)
- [March 18 Buffer Plan.pdf](#)
- [Mulberry Street Site Plan - including access RW \(markup\).pdf](#)
- [Combined 625-630 Incomplete for FIRST READ.pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

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

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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

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

Sincerely,

Tonya Woods
Development Planning and Engineering

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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



Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

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

Currently a conforming use?

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

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

Tax Map Number: parcels (08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Current Zoning: M1 Total Acres: 117.962

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

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

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

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

- Legal description
- Current survey of property



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

Conflict of Interest Disclosure

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

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

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

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



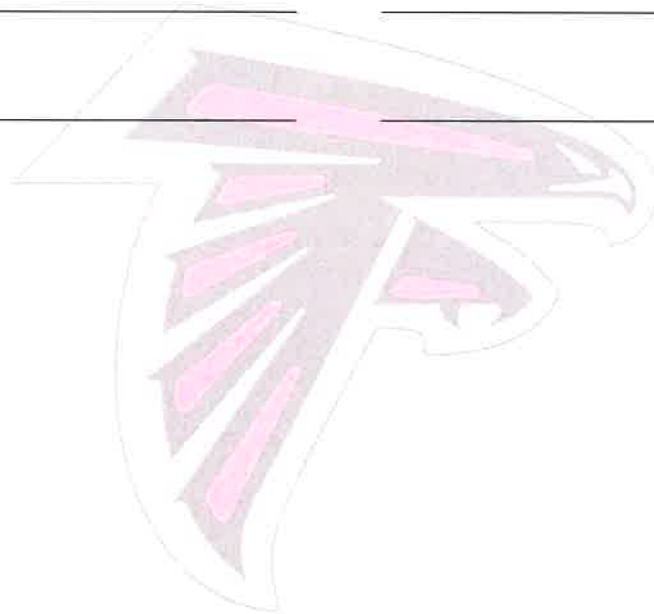
Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____ 12/14/2020 _____

Address of Request:

____ Mulberry Street _____

Tax Map # ____ Multiple parcels _____ Current Zoning: M1 _____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - Do individual property lines for lots extend into the buffer? - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19305/27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23512/27 = 870 \text{ cubic yards}$
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



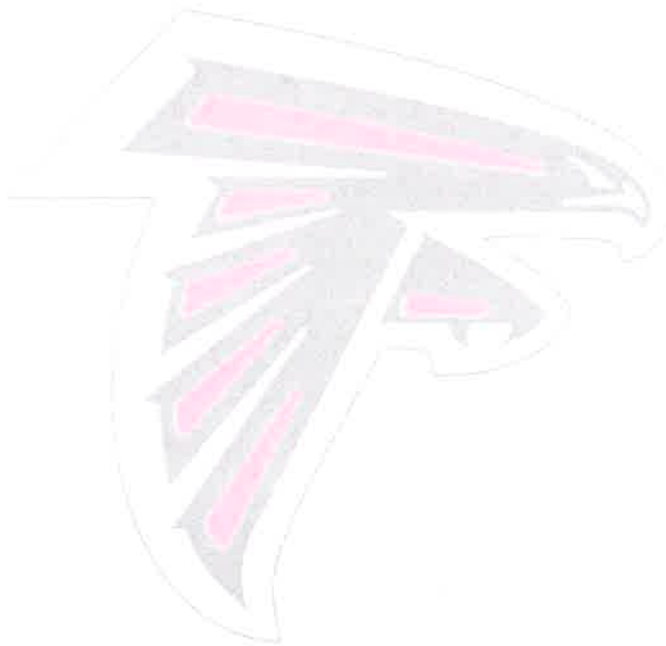
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybranchga.org



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

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

the existing zoning district classification. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;
 THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;
 THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;
 THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;
 THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;
 THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;
 THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;
 THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;
 THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;
 THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;
 THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;
 THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;
 THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;
 THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;
 THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;
 THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;
 THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;
 THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;
 THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;
 THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;
 THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;
 THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;
 THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;
 THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;
 THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;
 THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;
 THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;
 THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
 THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
 THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
 THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
 THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
 THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
 THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
 THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
 THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
 THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
 THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
 THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
 THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
 THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
 THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
 THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
 THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
 THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
 THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
 THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
 THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
 THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
 THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE YOU EXPECT AND THE SERVICE YOU DESERVE**

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08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

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08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21



1X6 Fascia
1X4 Frieze
1X4 Trim
1X6 Header
1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable structural, and MEP design requirements, unit plan / floor plan change). 635
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01.21.21



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21



The drawings presented are illustrative of character and design intent only, and are
 subject to change based upon final design considerations (i.e. applicable
 structural, and MEP design requirements, unit plan / floor plan change
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1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.22.21



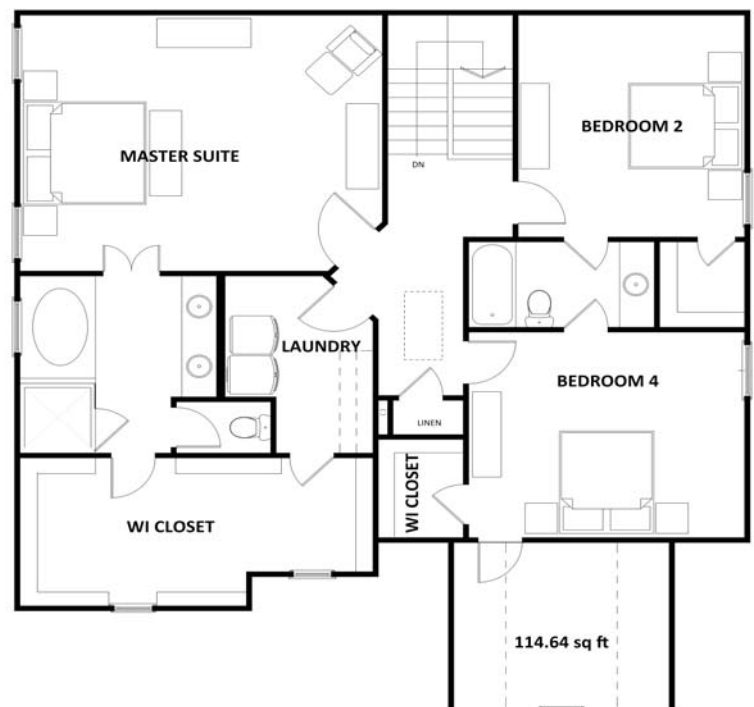
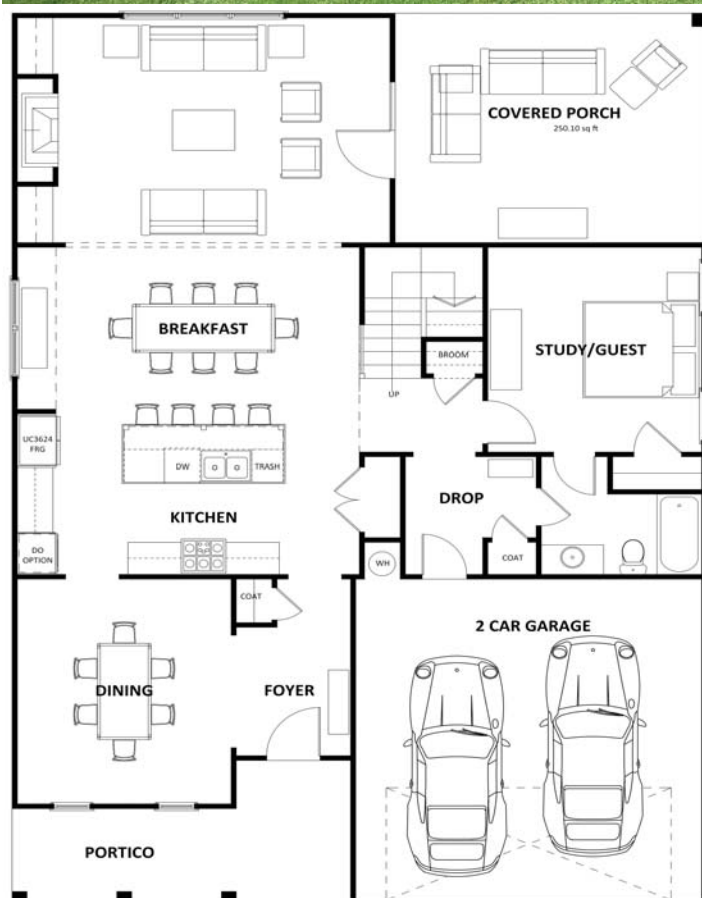
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable structural, and MEP design requirements, unit plan / floor plan change).
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1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

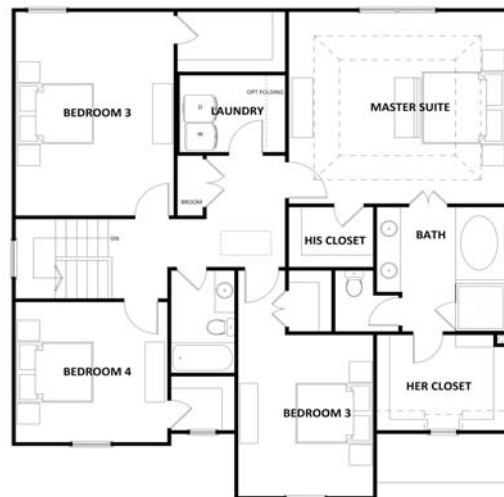
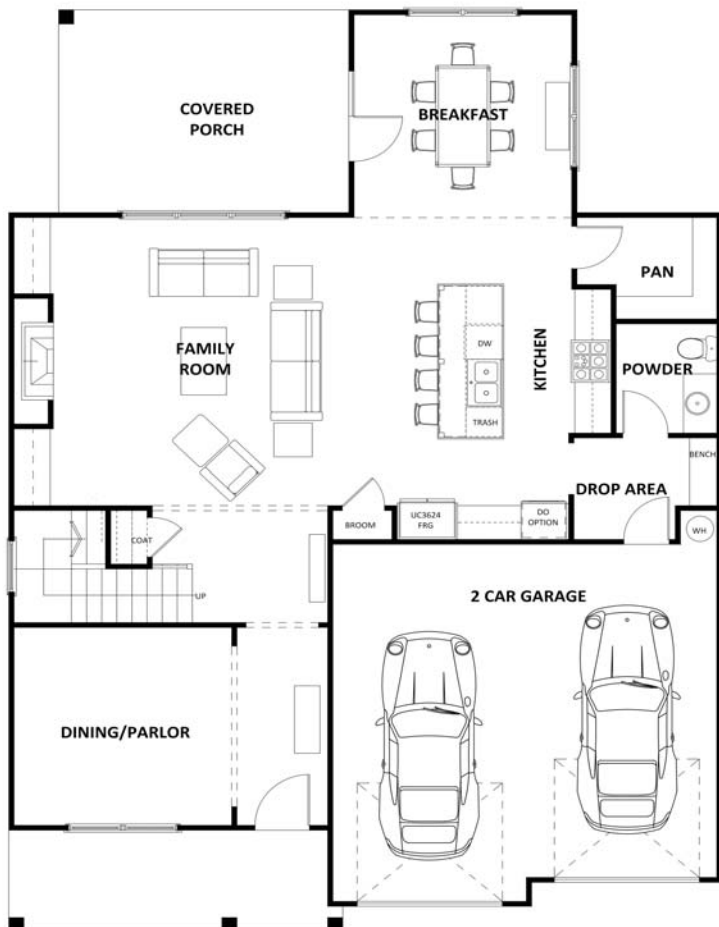
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414  639

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414

640

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"

COVERED
PORCH

"B"

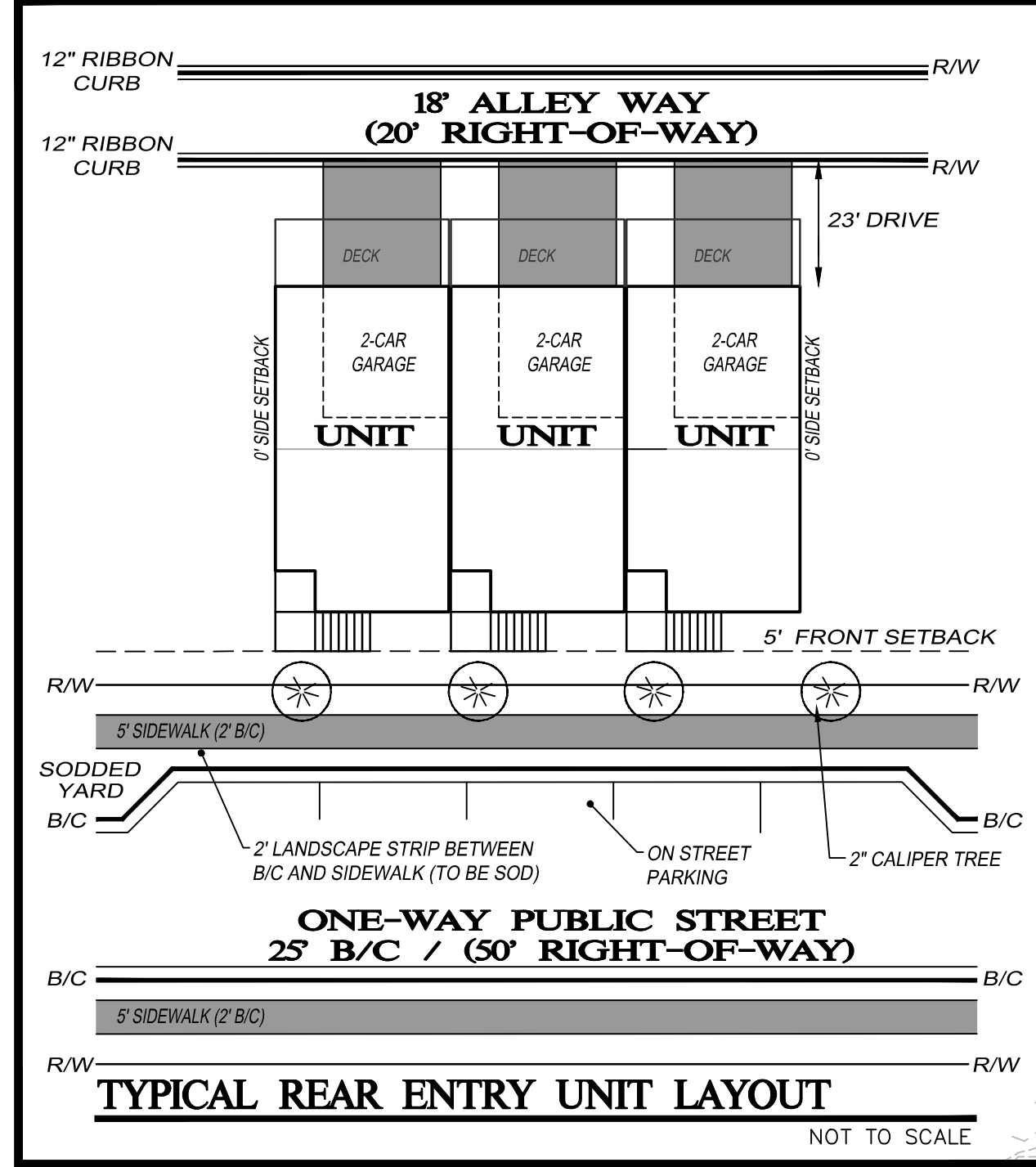
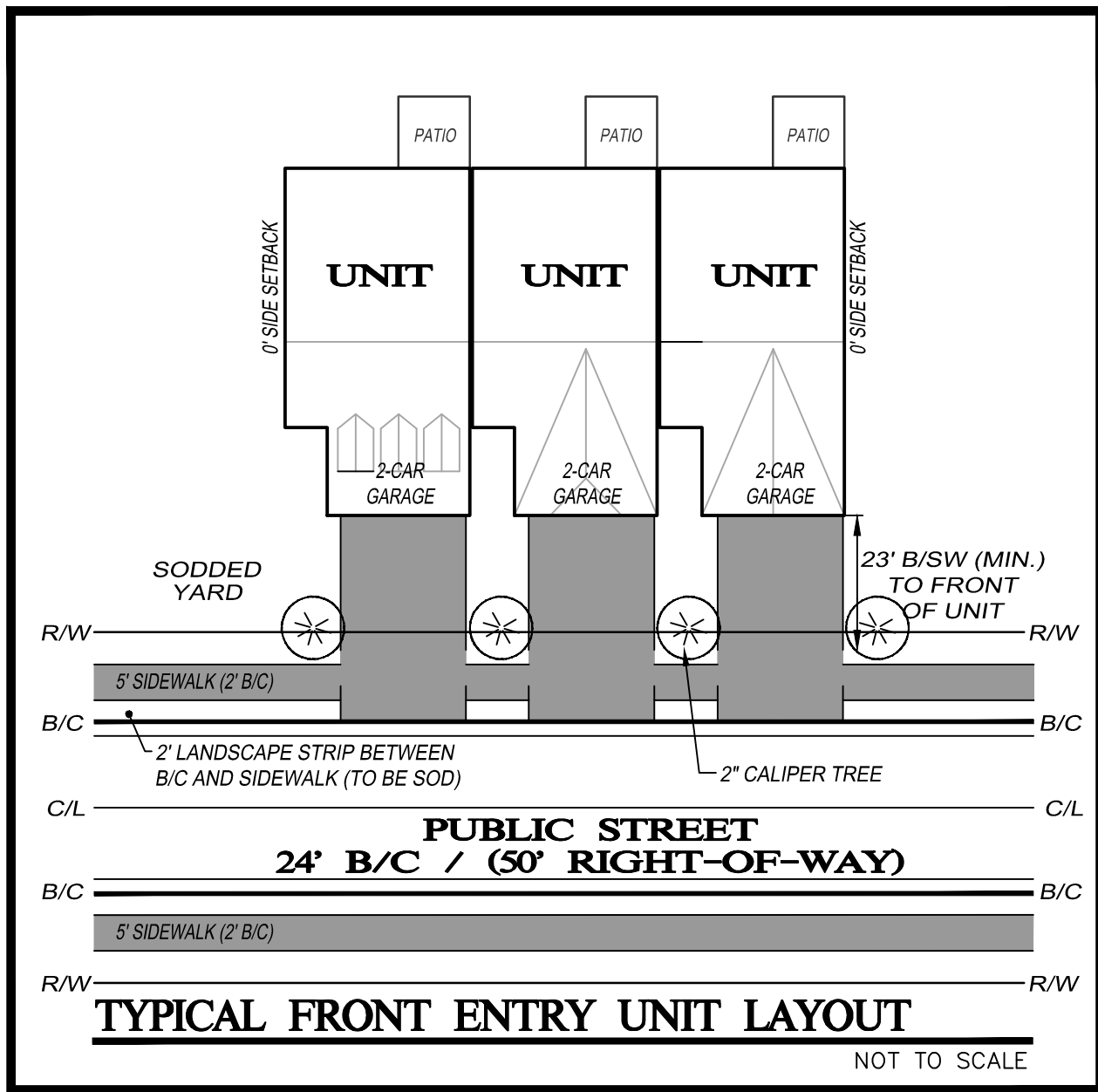
COVERED
PORCH



For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414

DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT
24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C
COMMON AREA

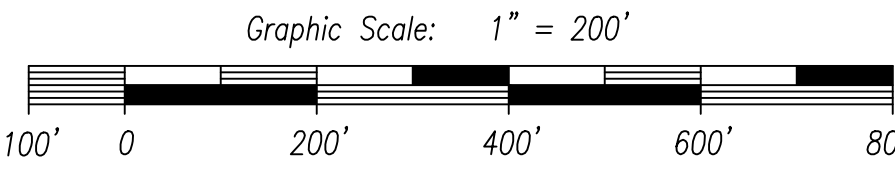
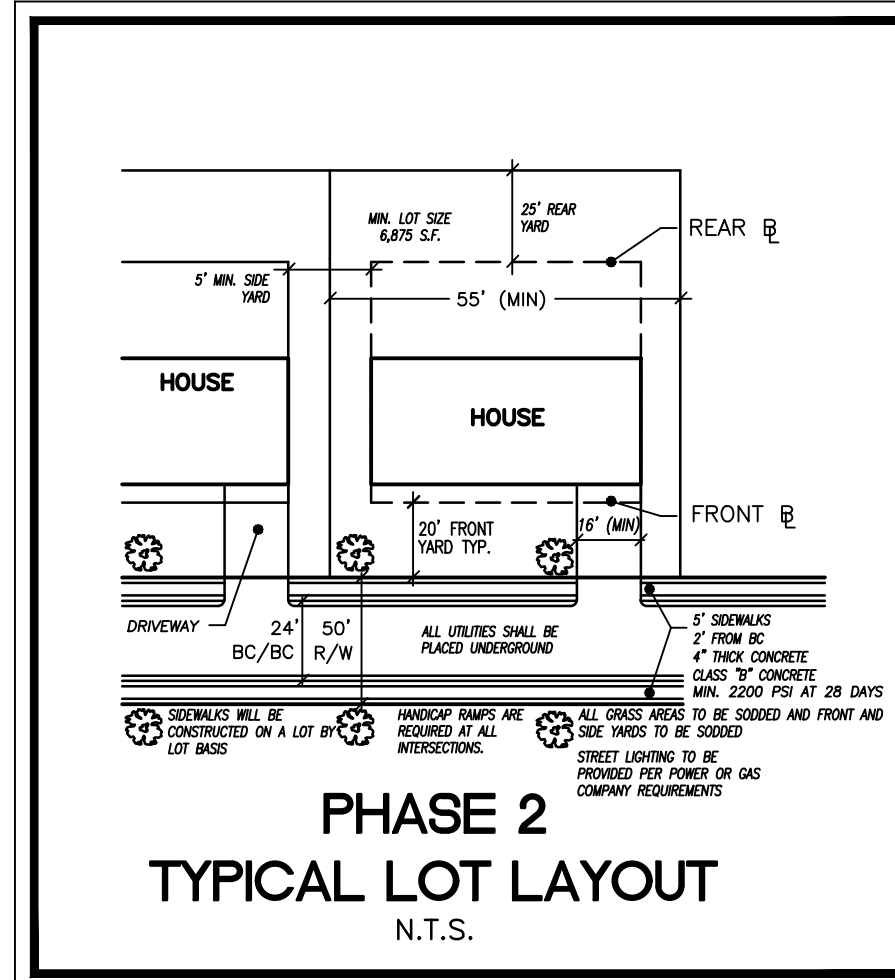
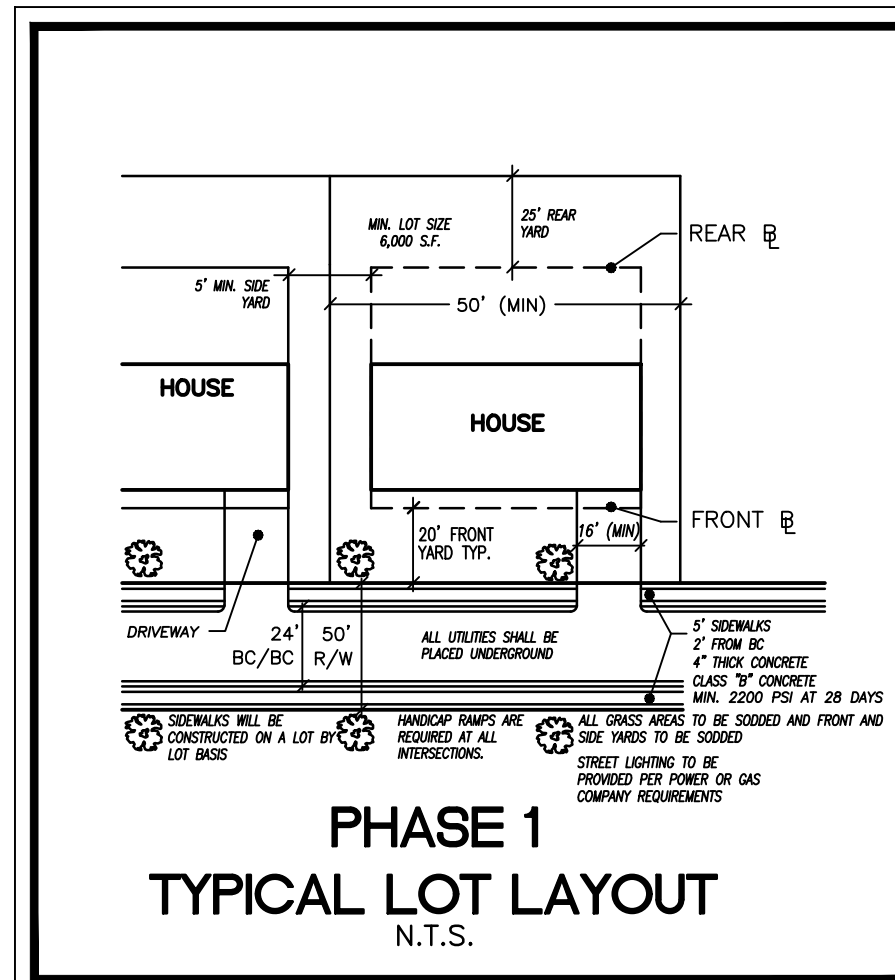
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

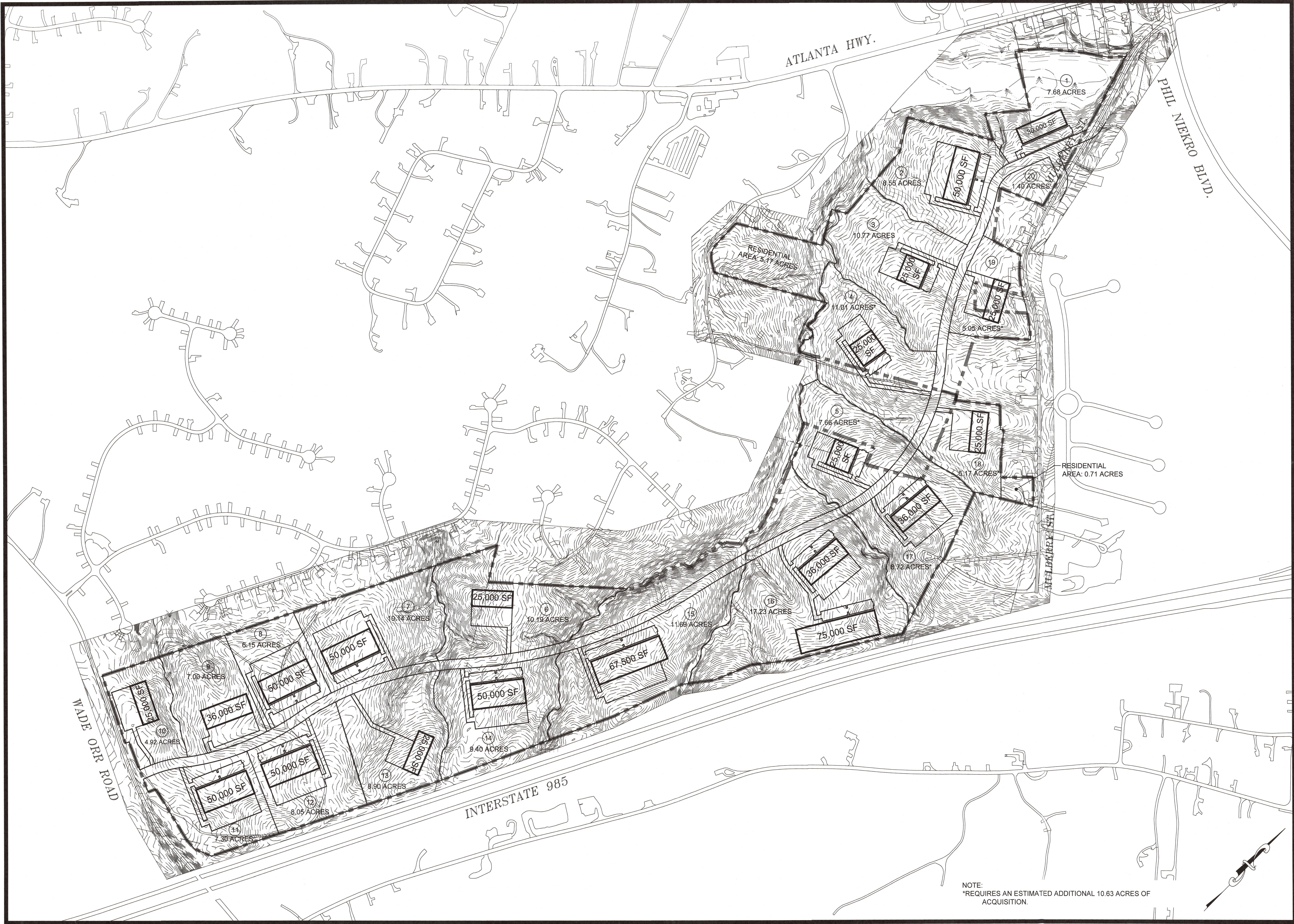
CONCEPTUAL LAND PLAN

PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)
District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE	REVISION	No.	1	2	3	4	5
		DESIGN	AS SHOWN				
		KWB DRAWN	SCALE				
		CHECKED	SHEET				
		12/02/20 DATE	20-085 PROJECT No.				

1 of 1



**Rochester
& Associates, Inc.**

425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
FOR

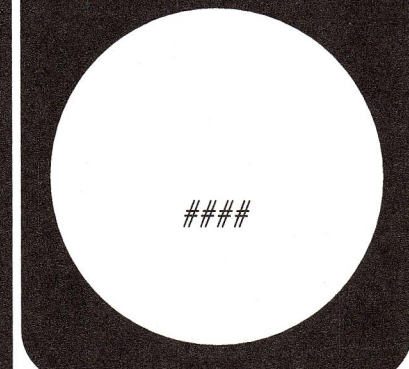
ADVENTURES IN MISSIONS

LAND LOTS 116, 117, & 134
DISTRICT 1, CITY OF GAINESVILLE
8th DISTRICT, CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT ARE VOID. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS. ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS SHALL BE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
125' 0' 250' 500'



SHEET
1
OF
1

DATE: 1.17.2019
JOB NO.
DWG NO.
DRAWN BY: MDS

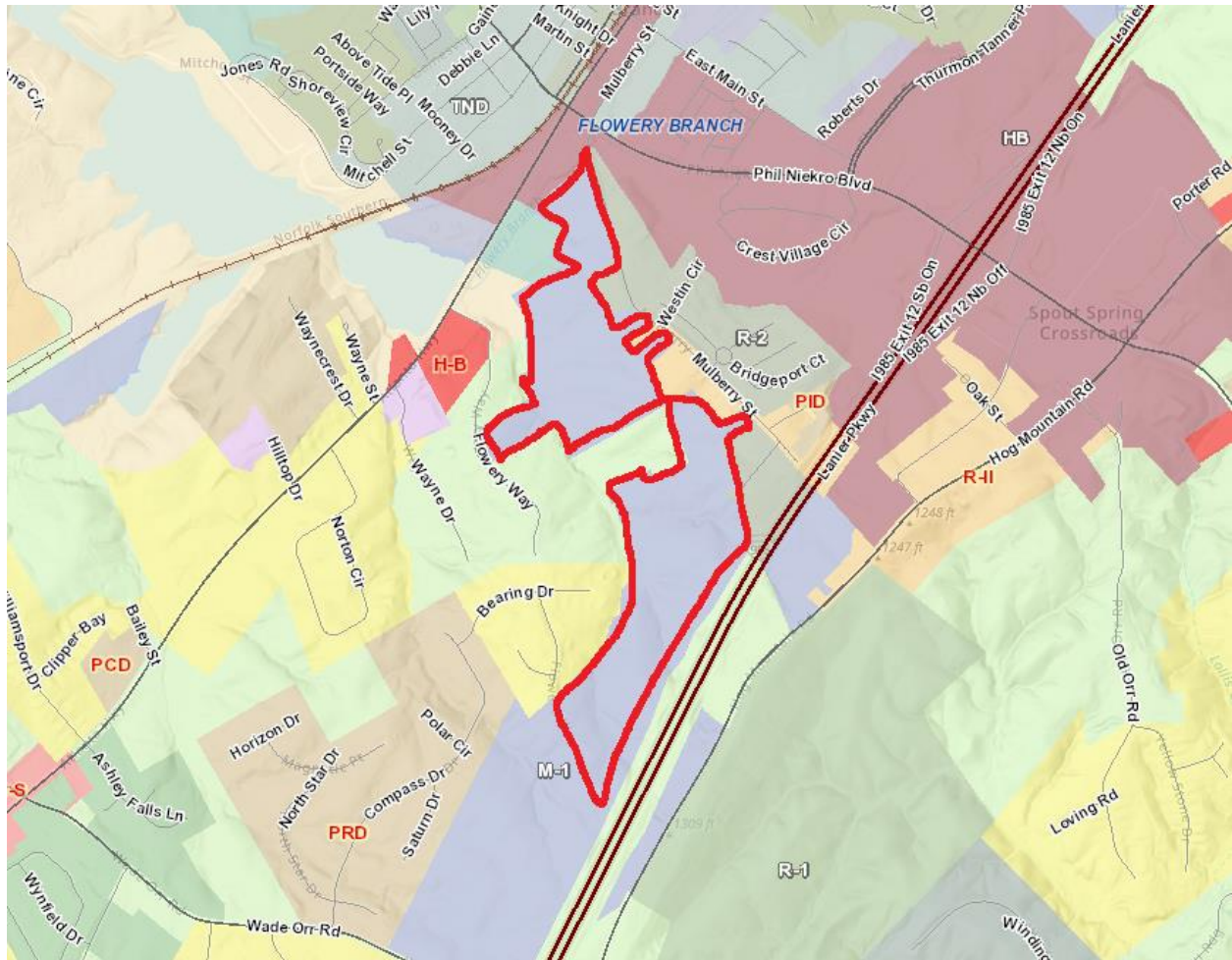


Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

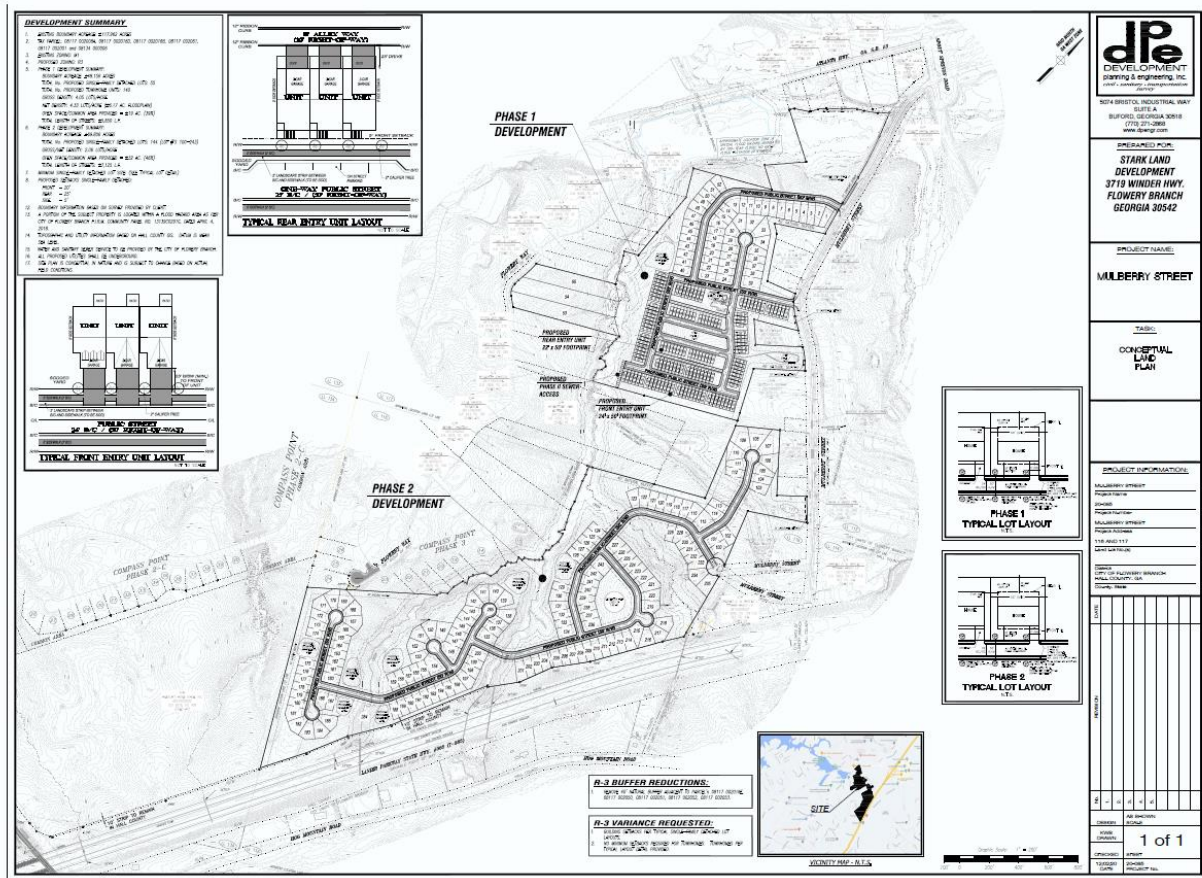
A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

Approximate location of all six parcels:





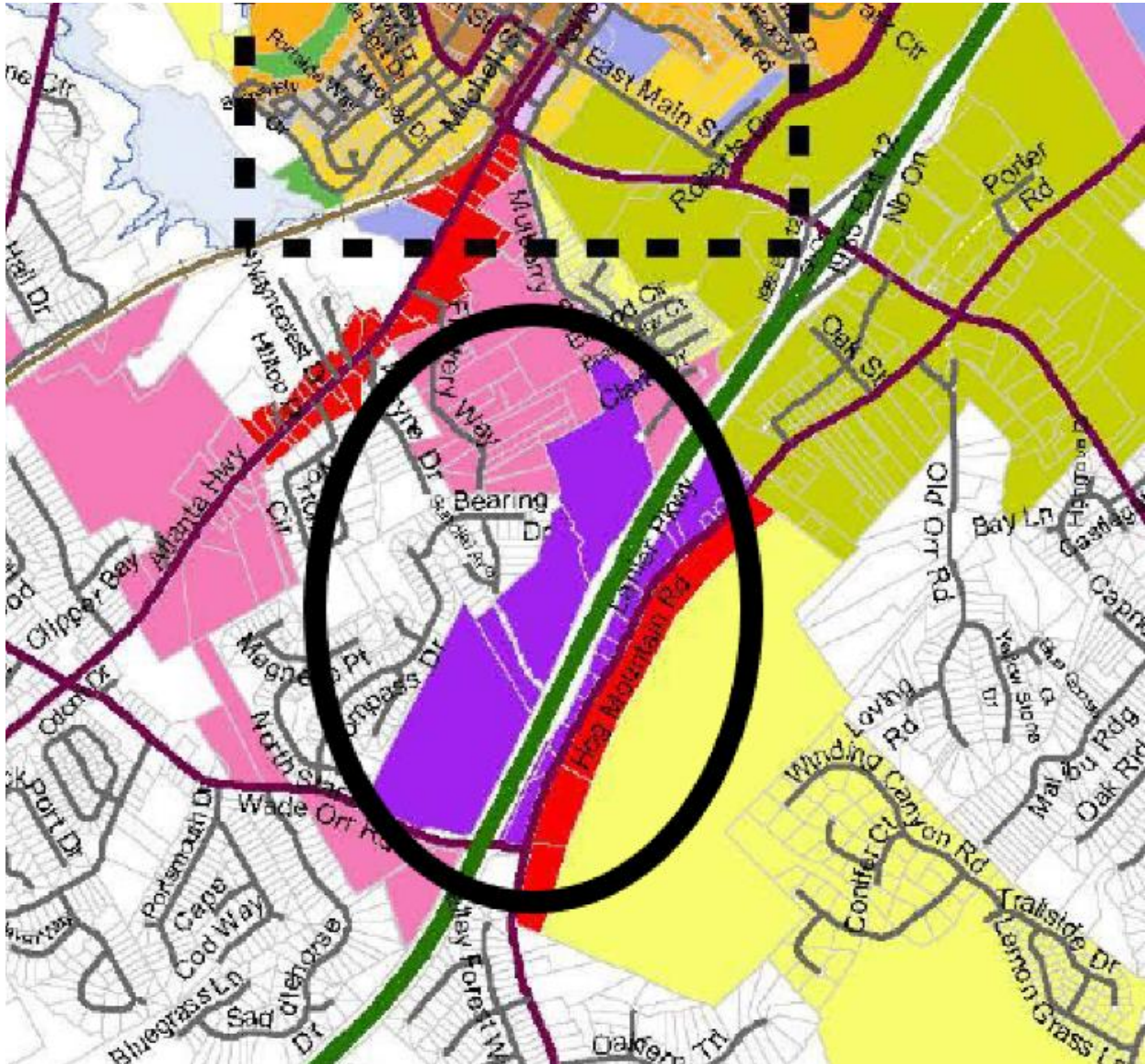
The request is to rezone all six parcels from M-1 (Light Industrial) to R3 (Residential Multi-Family) with the intent to construct a single family detached and townhome subdivision in two phases. The original plan as submitted by the applicant:



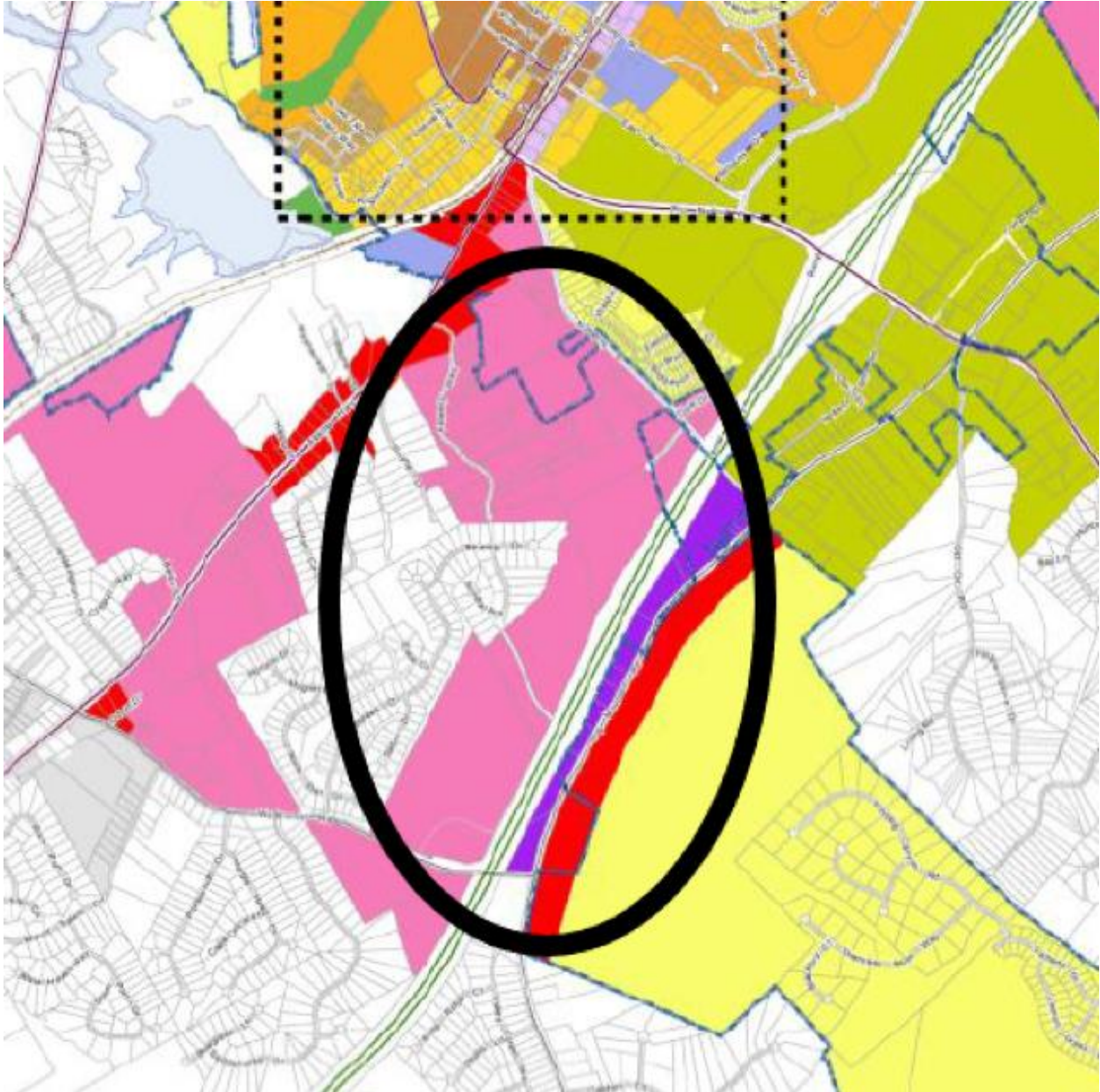
Staff is working with the applicant to revise and update the site plan with the intent to improve layout and design.



Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

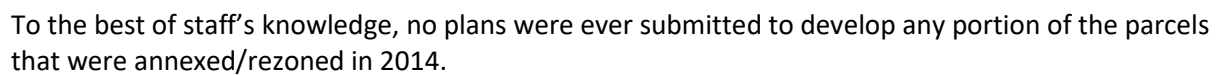
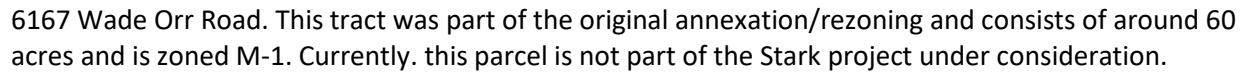


The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

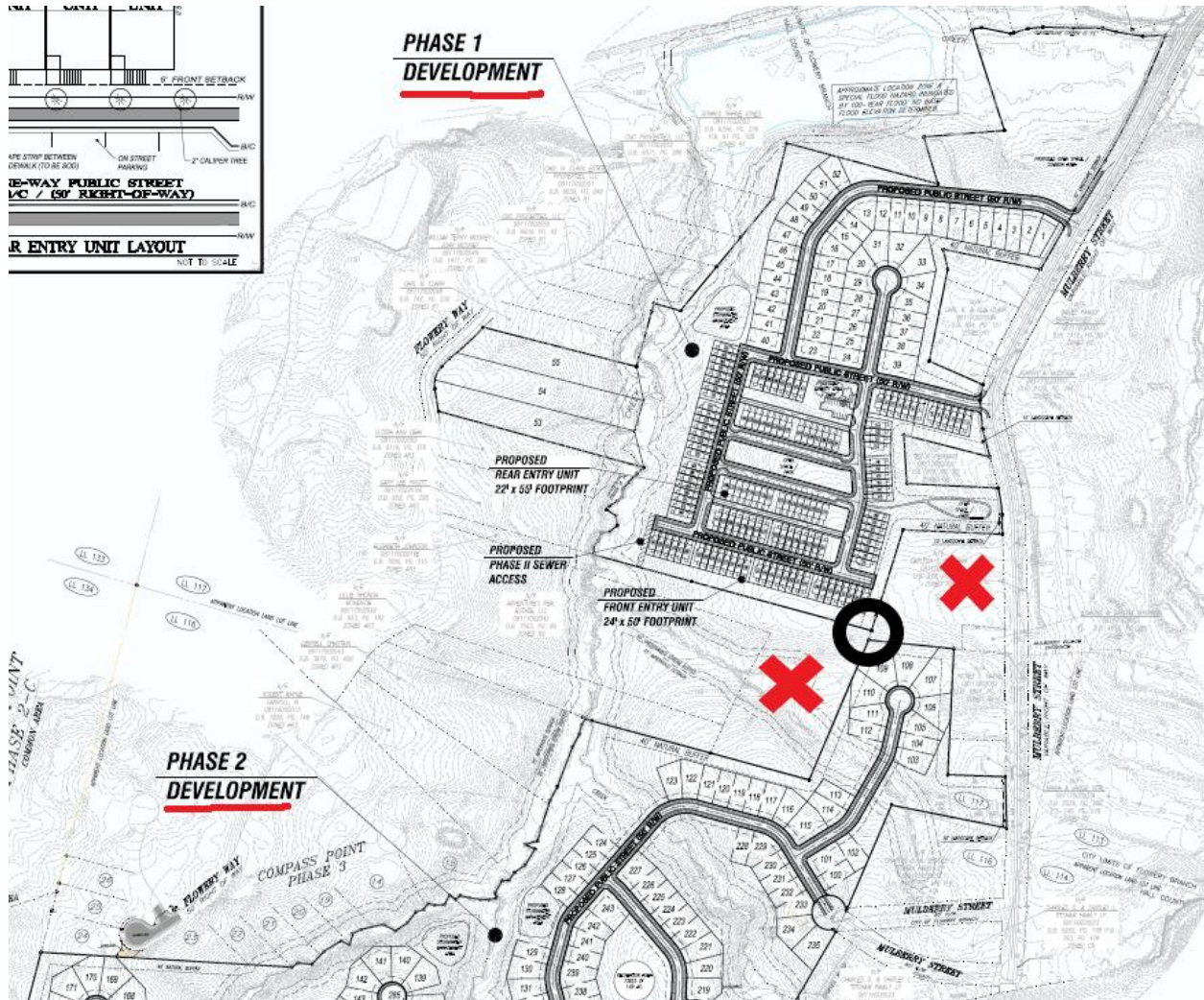
- (g) Existing use(s) and zoning of the subject property and nearby properties. Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. N/A
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land (possibly one or both parcels marked with a red X) in order to connect the phases.



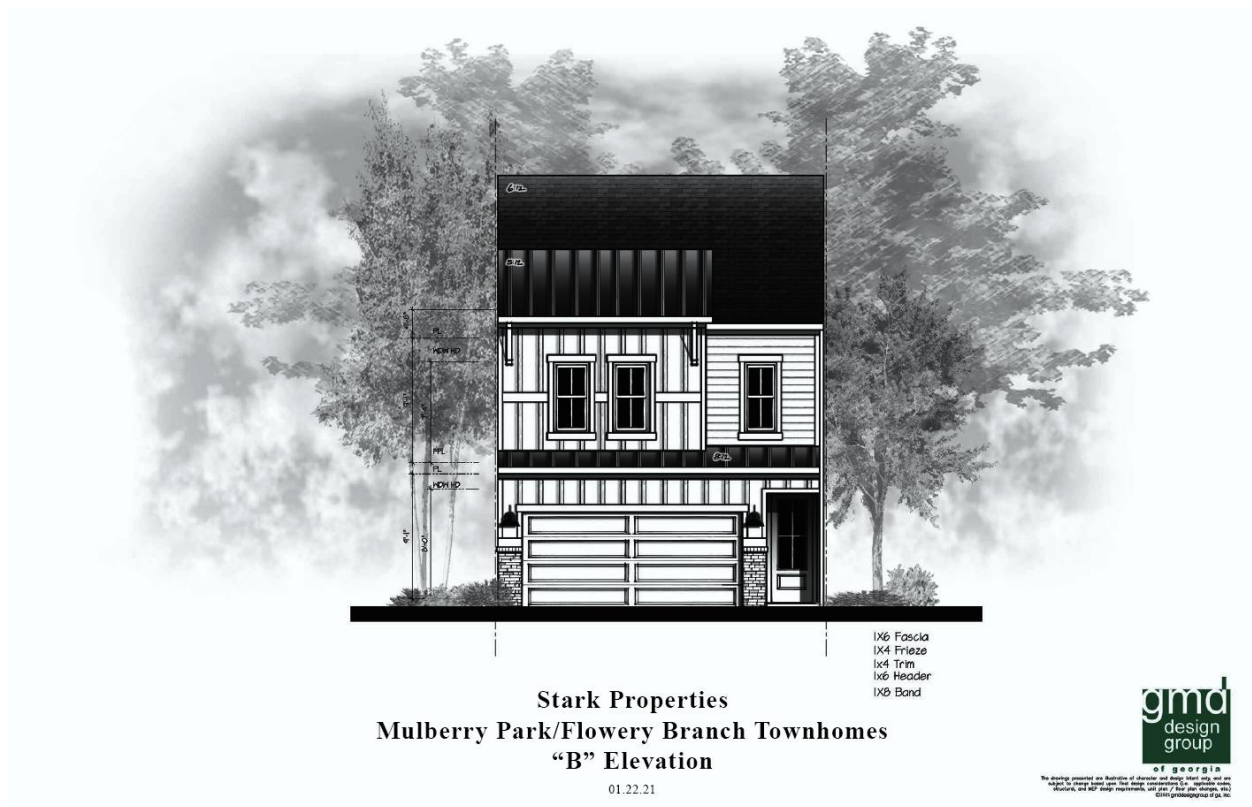
The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

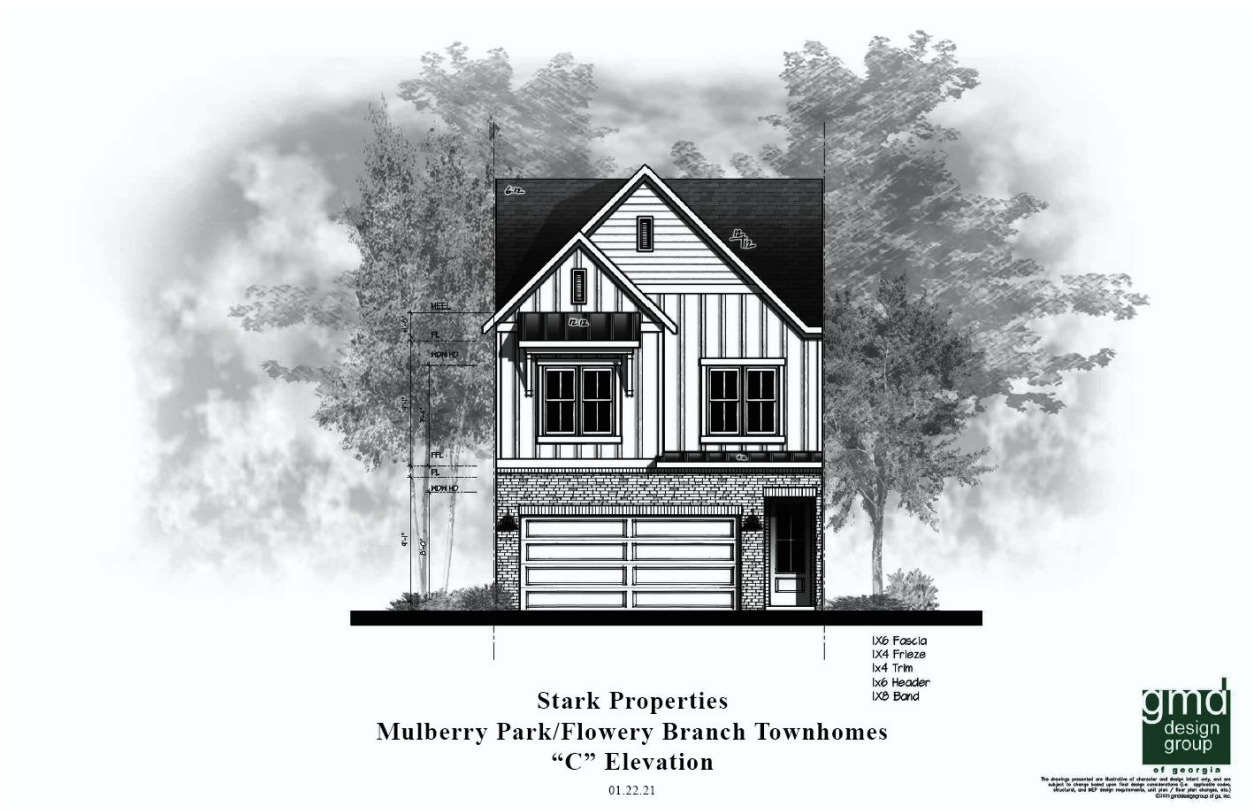
1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.













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the MADDUX





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the MILLER "B"



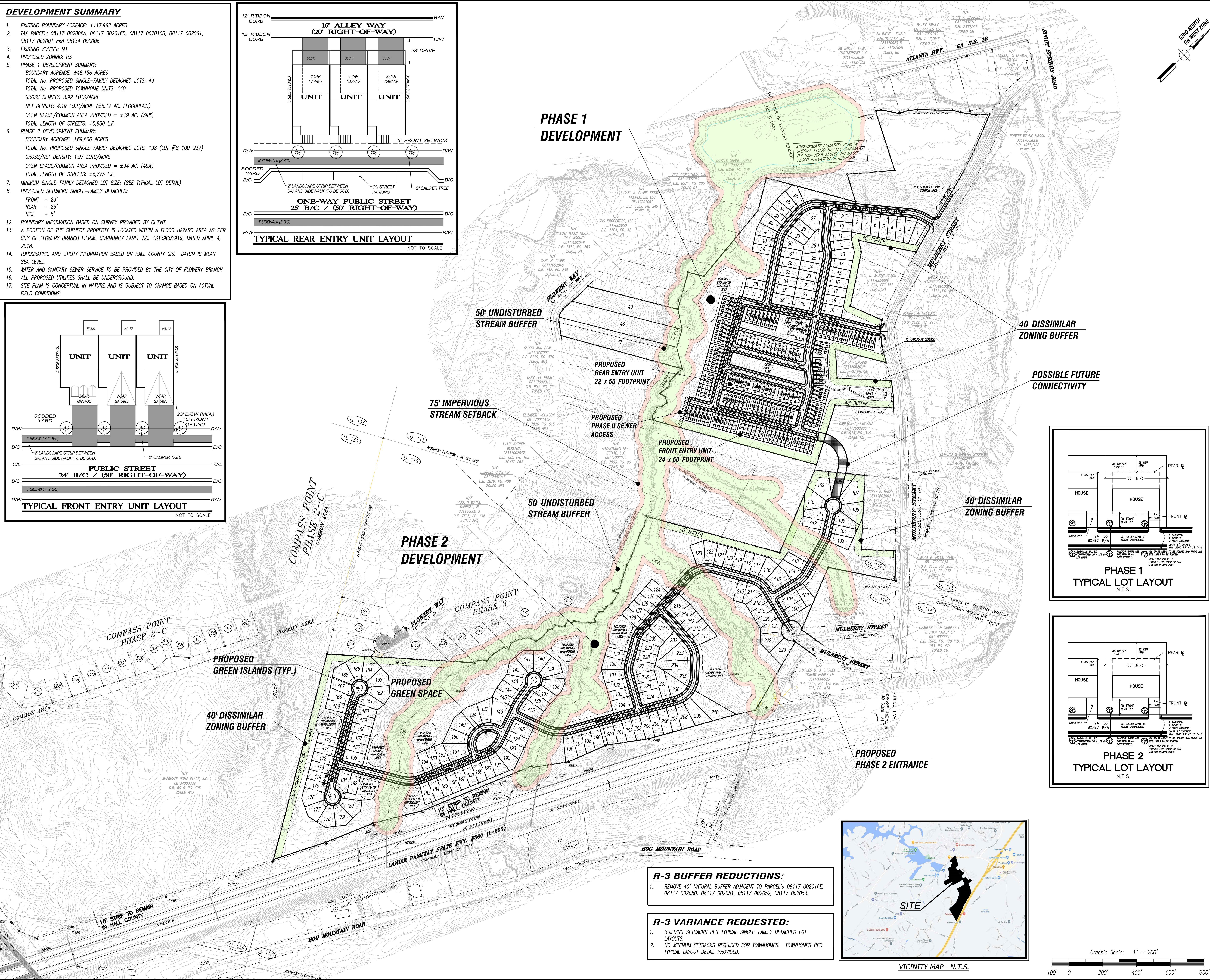
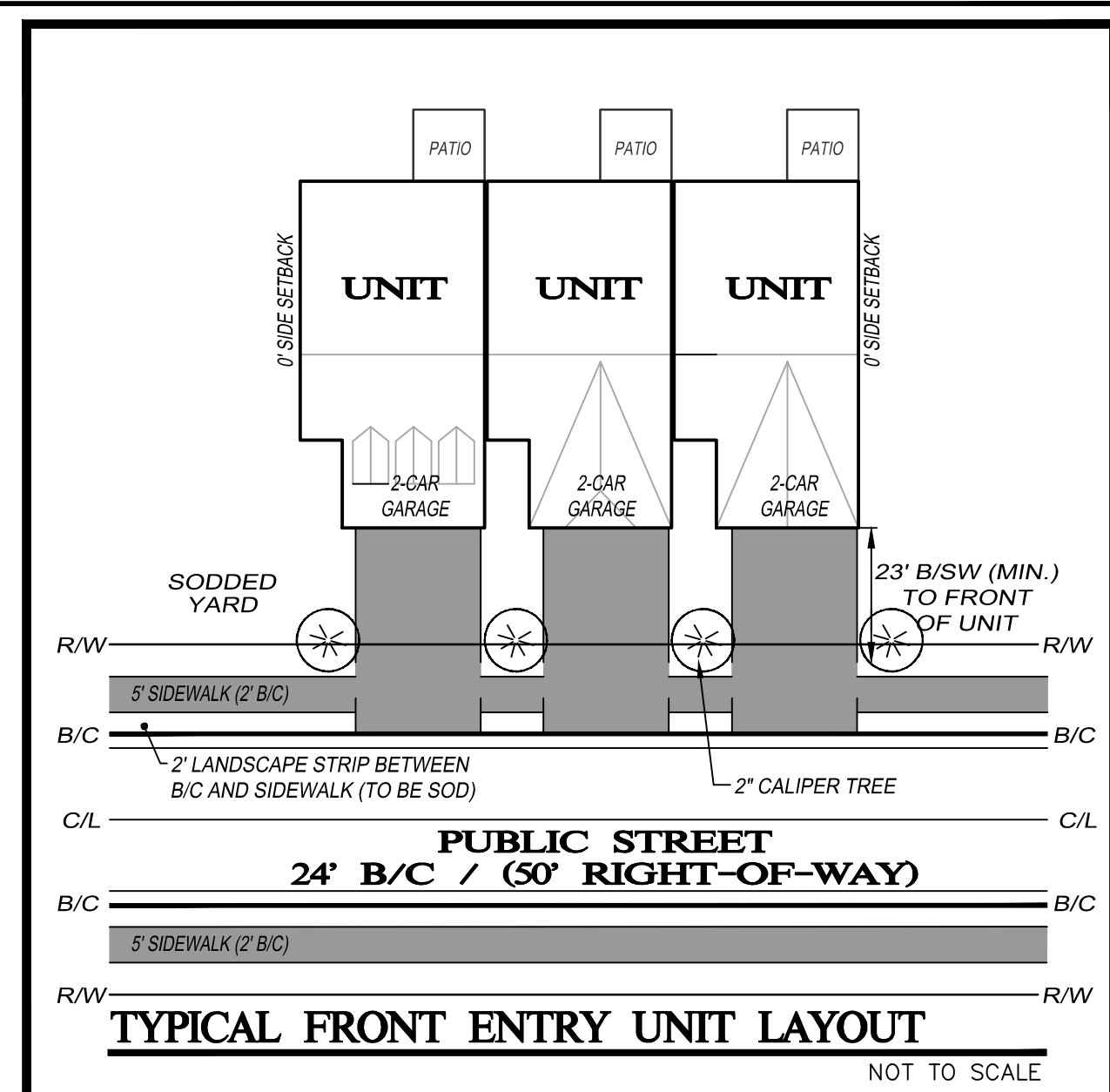
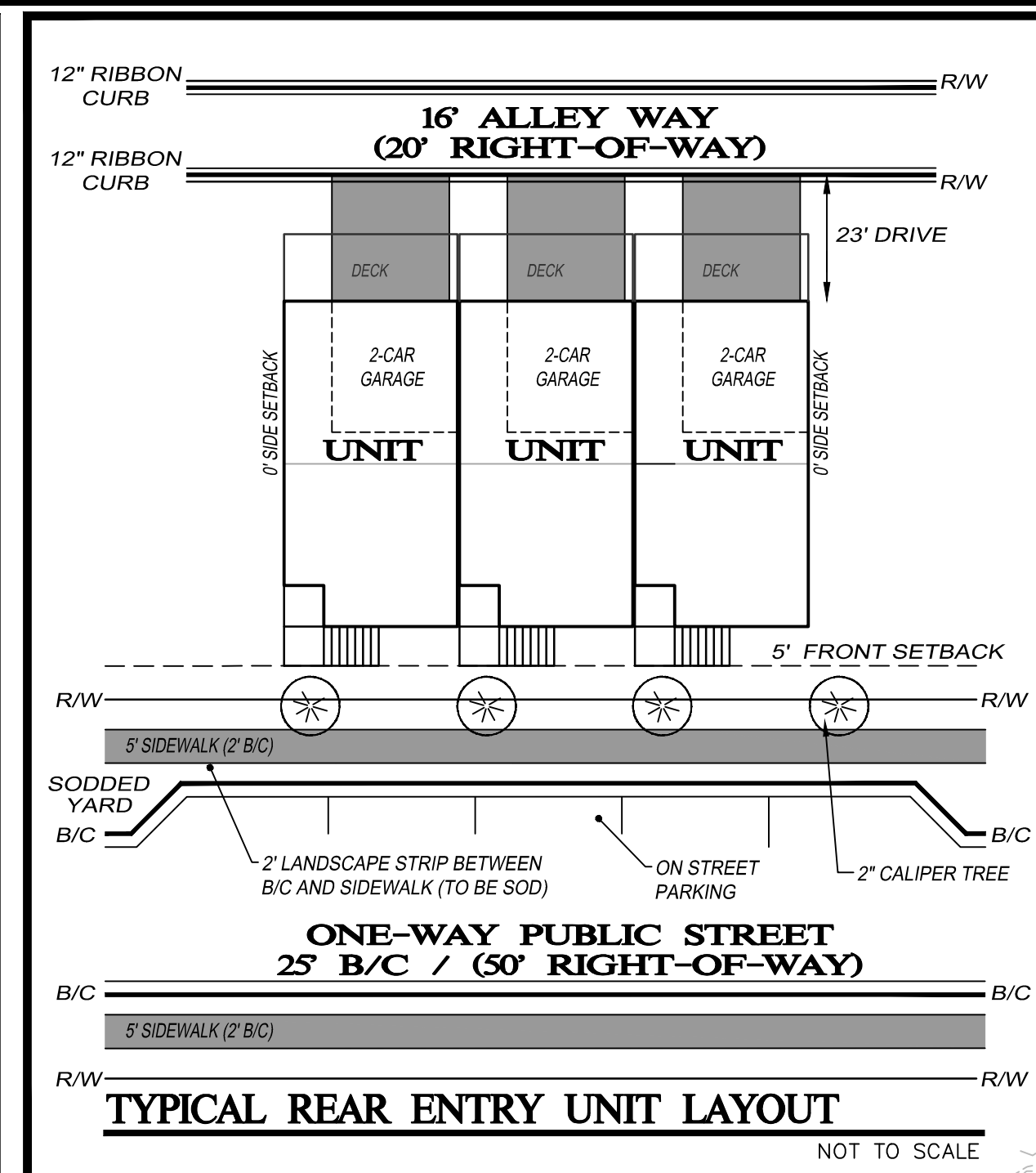


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the OAKLEY



1. EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
2. TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
3. EXISTING ZONING: M1
4. PROPOSED ZONING: R3
5. PHASE 1 DEVELOPMENT SUMMARY:
 - BOUNDARY ACREAGE: ±48.156 ACRES
 - TOTAL NO. PROPOSED SINGLE-FAMILY DETACHED LOTS: 49
 - TOTAL NO. PROPOSED TOWNHOME UNITS: 140
 - GROSS DENSITY: 3.92 LOTS/ACRE
 - NET DENSITY: 4.19 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
 - OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
 - TOTAL LENGTH OF STREETS: ±5,850 L.F.
6. PHASE 2 DEVELOPMENT SUMMARY:
 - BOUNDARY ACREAGE: ±69.806 ACRES
 - TOTAL NO. PROPOSED SINGLE-FAMILY DETACHED LOTS: 138 (LOT #'S 100-237)
 - GROSS/NET DENSITY: 1.97 LOTS/ACRE
 - OPEN SPACE/Common Area PROVIDED = ±34 AC. (49%)
 - TOTAL LENGTH OF STREETS: ±6,775 L.F.
7. MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
8. PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
 - FRONT - 20'
 - REAR - 25'
 - SIDE - 5'
12. BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
13. A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
14. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
15. WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
16. ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
17. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



dp
DEVELOPMENT
planning & engineering, inc.
*civil • sanitary • transportation
survey*

5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

**STAR LAND
DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542**

PROJECT NAME:

MULBERRY STREET

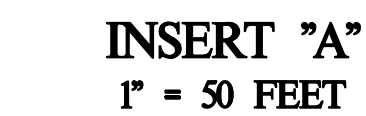
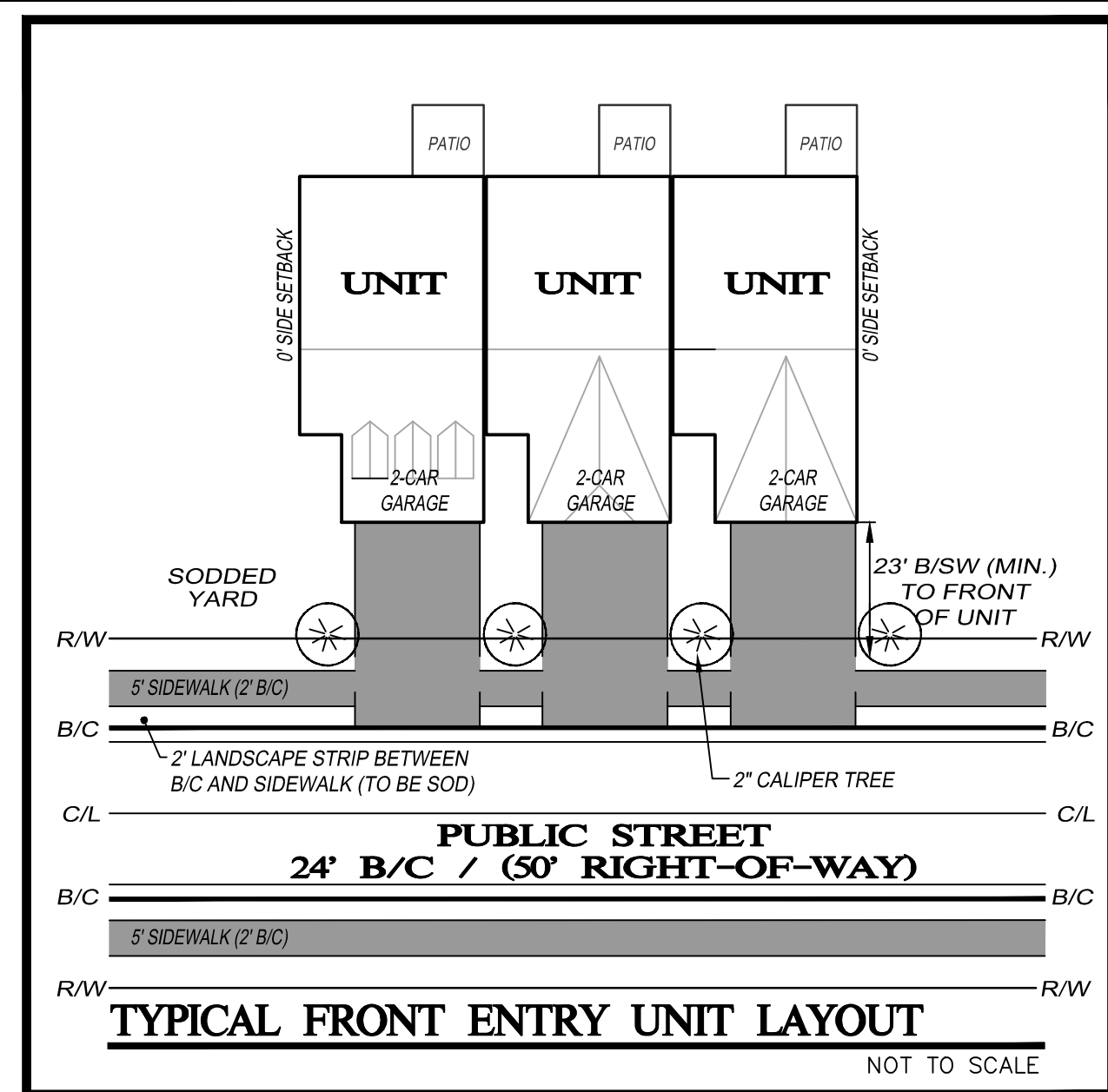
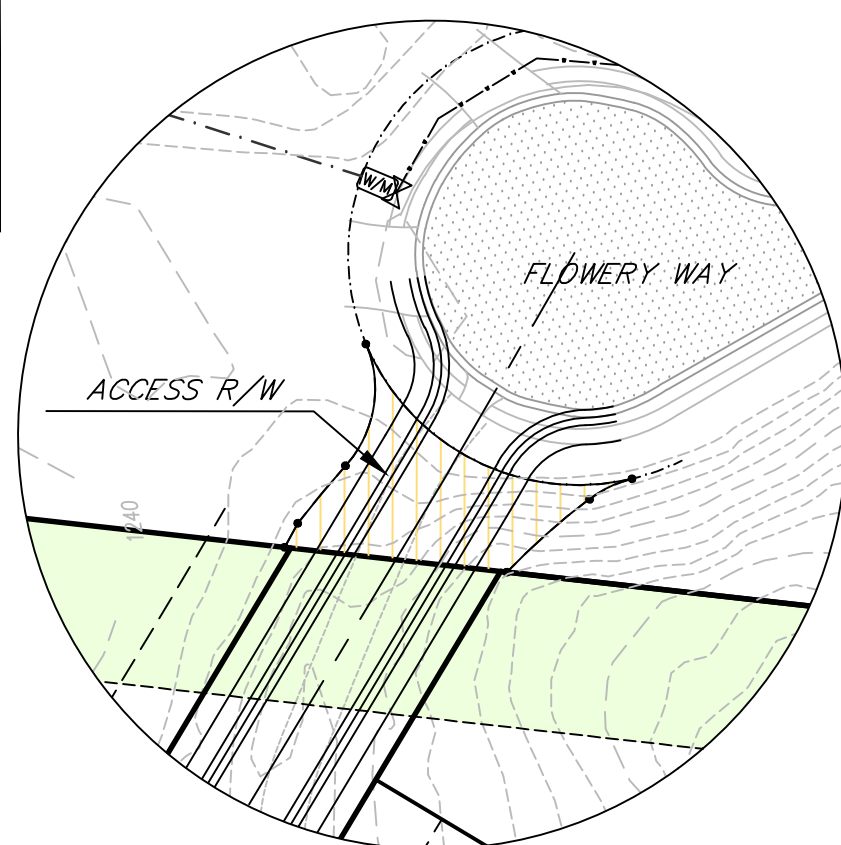
TASK:

CONCEPTUAL
LAND
PLAN

PROJECT INFORMATION:	
MULBERRY STREET	
Project Name	
20-085	
Project Number	
MULBERRY STREET	
Project Address	
116 AND 117	
Land Lot No.(s)	
District	
CITY OF FLOWERY BRANCH	
HALL COUNTY, GA	
County, State	

DATE	02/09/2021									
REVISION	Address Conceptual Land Plan Comments									
No.	1.	2.	3.	4.	5.					
DESIGN	AS SHOWN SCALE									
KWB DRAWN	1 of 1									
CHECKED	SHEET									
12/02/20 DATE	20-085 PROJECT No.									

1. EXISTING BOUNDARY ACRES: ±117,962 ACRES
2. TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and M134 000006
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5. PHASE 1 DEVELOPMENT SUMMARY:
 - BOUNDARY ACRES: ±48.156 ACRES
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**Ingress/Egress to
Wade Orr Road via
Compass Point
subdivision**

**Ingress/Egress to
Flowery Way**

**PHASE 2
DEVELOPMENT**

SEE INSERT "A"

**40' DISSIMILAR
ZONING BUFFER**

**Ingress/Egress to
Mulberry Street**

**PROPOSED
PHASE 2 ENTRANCE**

1. REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL's 08117 002016E
08117 002050, 08117 002051, 08117 002052, 08117 002053.

1. BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
2. NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



Graphic Scale: 1" = 200'



100' 0 200' 400' 600' 800'



PREPARED FOR:

**STARK LAND
DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542**

PROJECT NAME:

MULBERRY STREET

TASK:

CONCEPTUAL LAND PLAN

PROJECT INFORMATION:

MULBERRY STREET

20-085

MULBERRY STREET

116 AND 117

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

No.	REVISION	DATE
1.	Address Conceptual Land Plan Comments	02/09/2021
2.	Revised Phase 2 Access as requested by Client	03/29/2021
3.		
4.		
5.		

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	
12/02/20 DATE	20-085 PROJECT No.

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 625

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 9.8+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5558 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002008A AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 9.8. +/- acre tract of land identified as tax parcel 08117 002008A; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

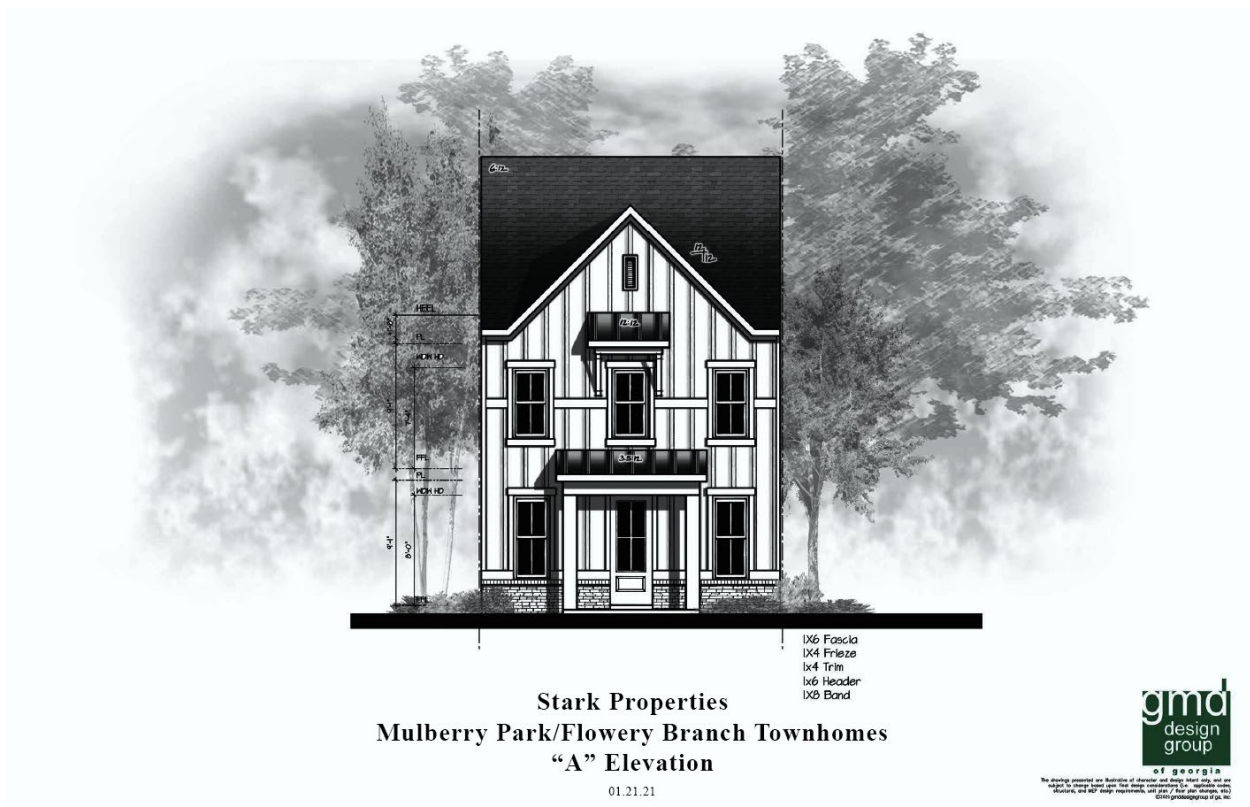
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:







Stark Properties
Mulberry Park/Flowery Branch Townhomes
"C" Elevation

01.21.21

1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

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Stark Properties
Mulberry Park/Flowery Branch Townhomes
"B" Elevation

01.22.21

1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band



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the OAKLEY



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 626

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 28.54+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002016D AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 28.54. +/- acre tract of land identified as tax parcel 08117 002016D; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

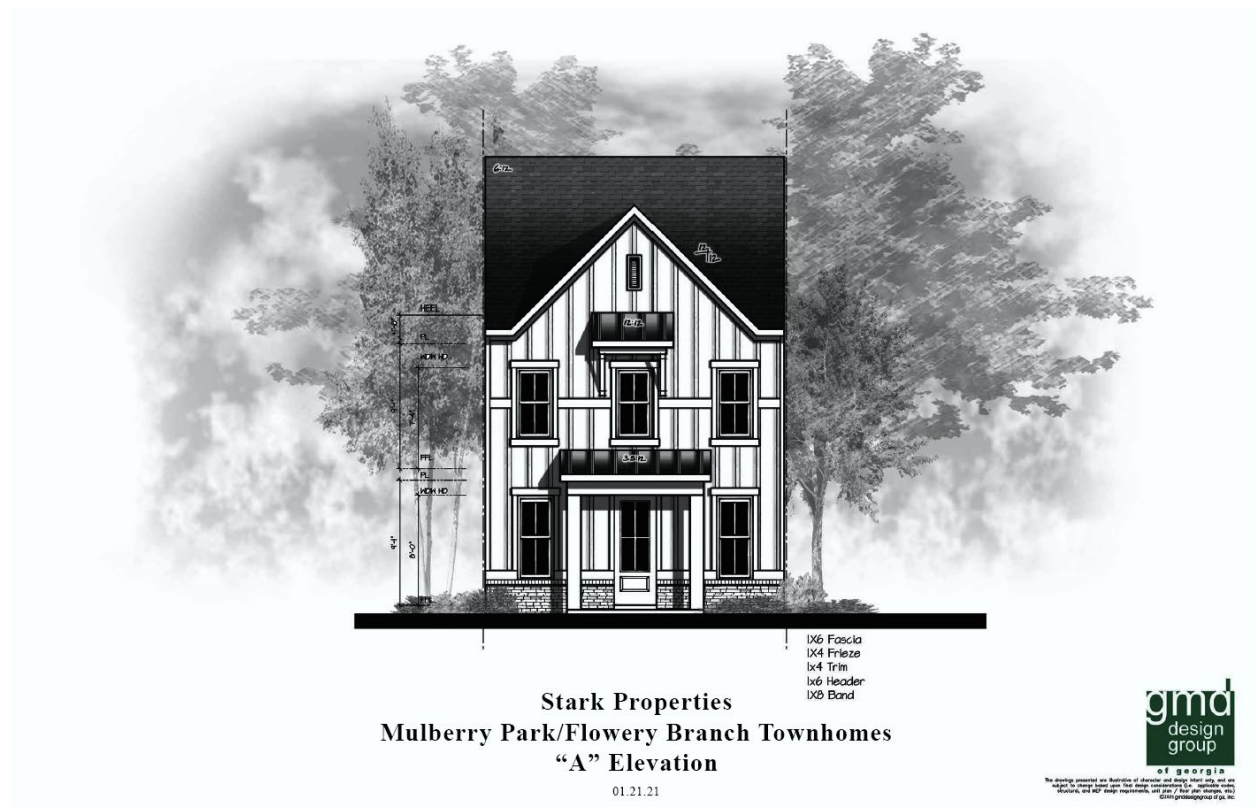
Exhibit “A”

Exhibit “B”

Exhibit “C”

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:







Stark Properties
Mulberry Park/Flowery Branch Townhomes
"B" Elevation

01.22.21

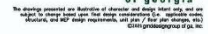
1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 627

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 7.63+/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5675 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002016B AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 7.63+/- acre tract of land identified as tax parcel 08117 002016B; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

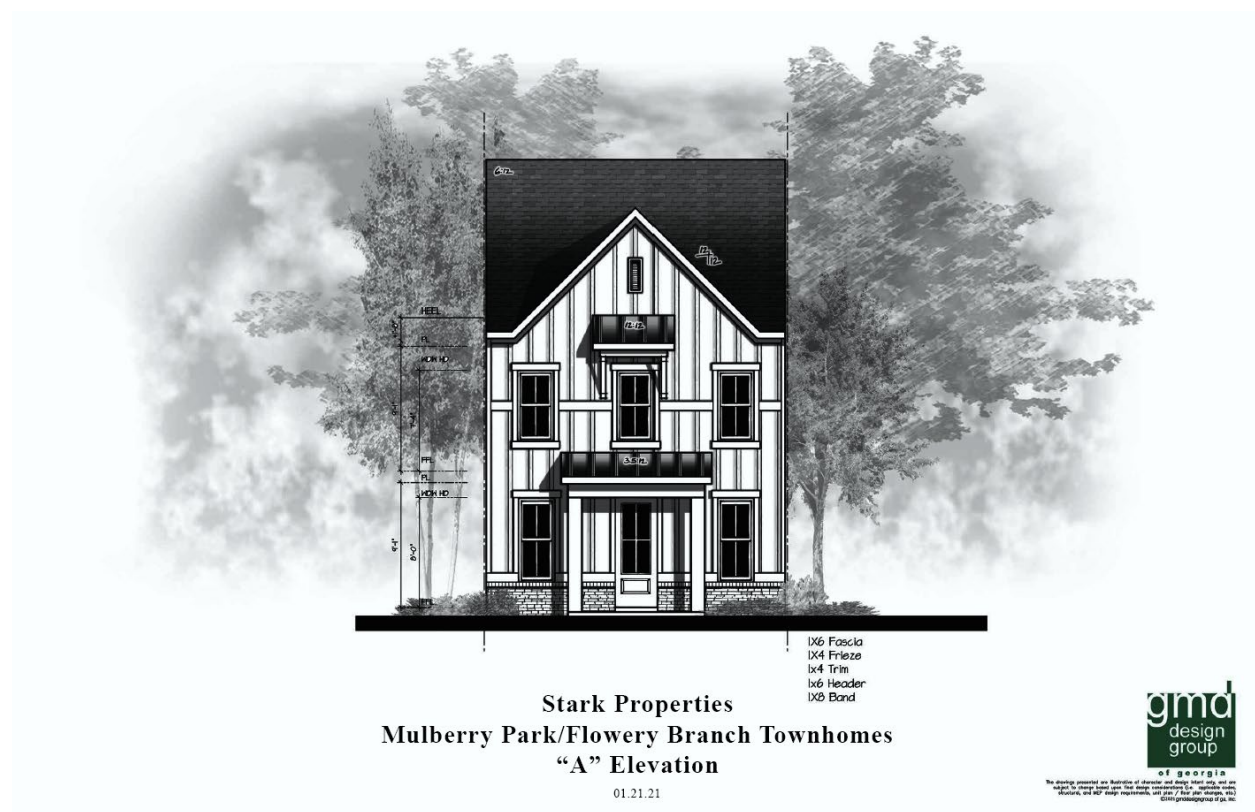
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

1. Water and sewer shall be provided by the City of Flowery Branch.
2. Site plan shall generally adhere to the plan submitted on XXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

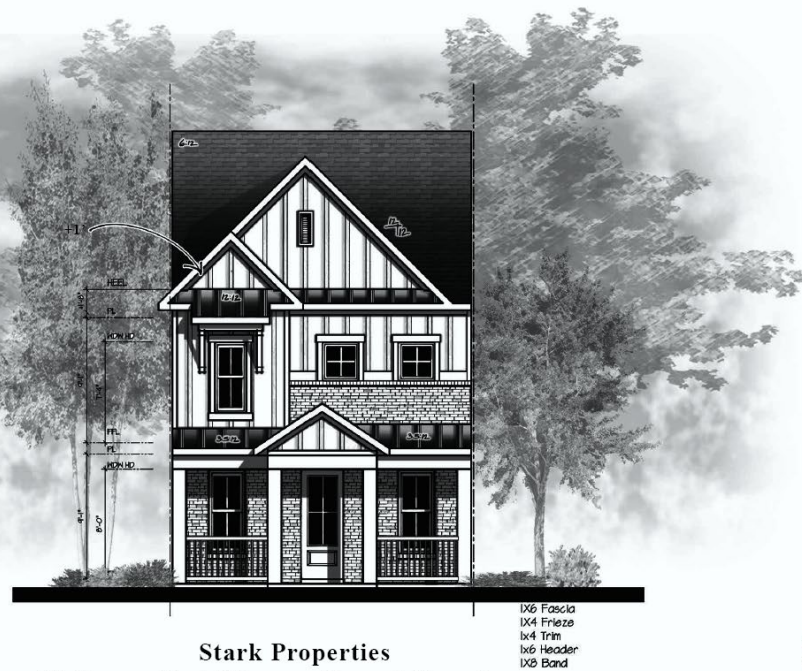


Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.21.21



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Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021

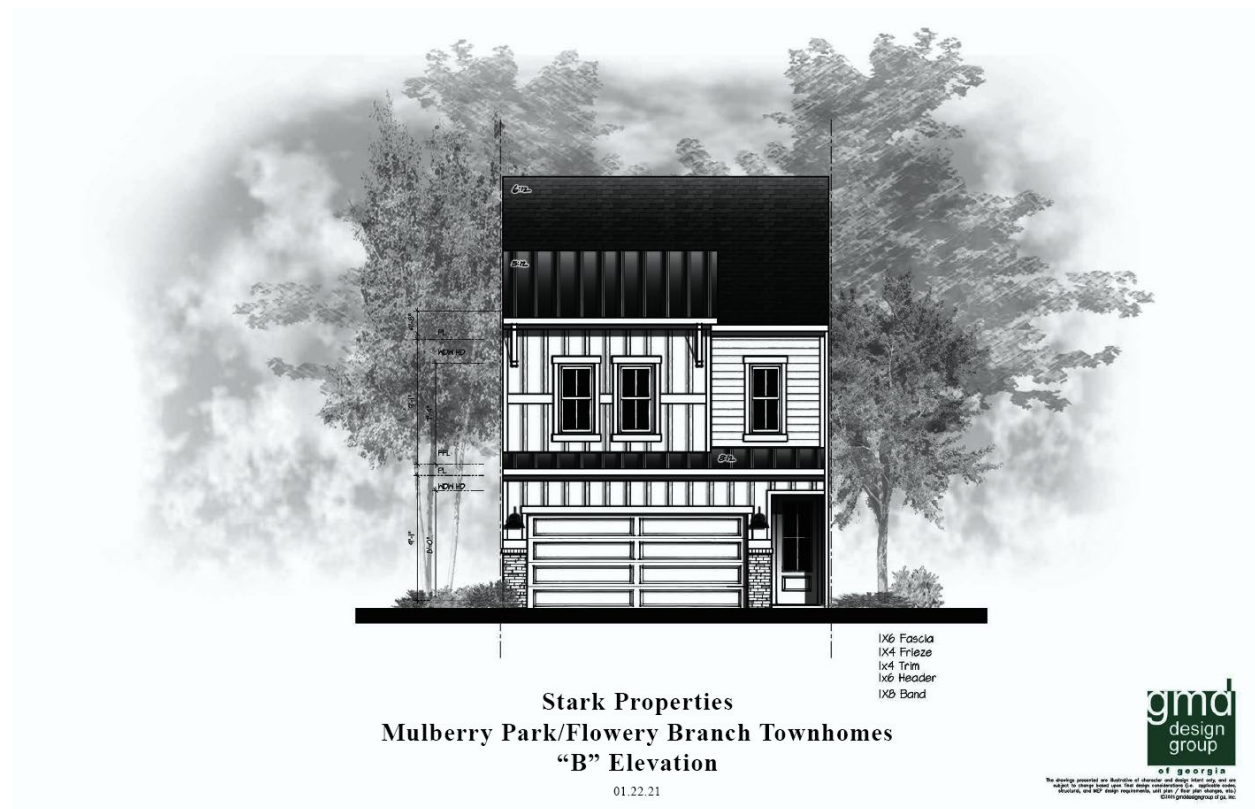


Public Hearing Published
Public Hearing

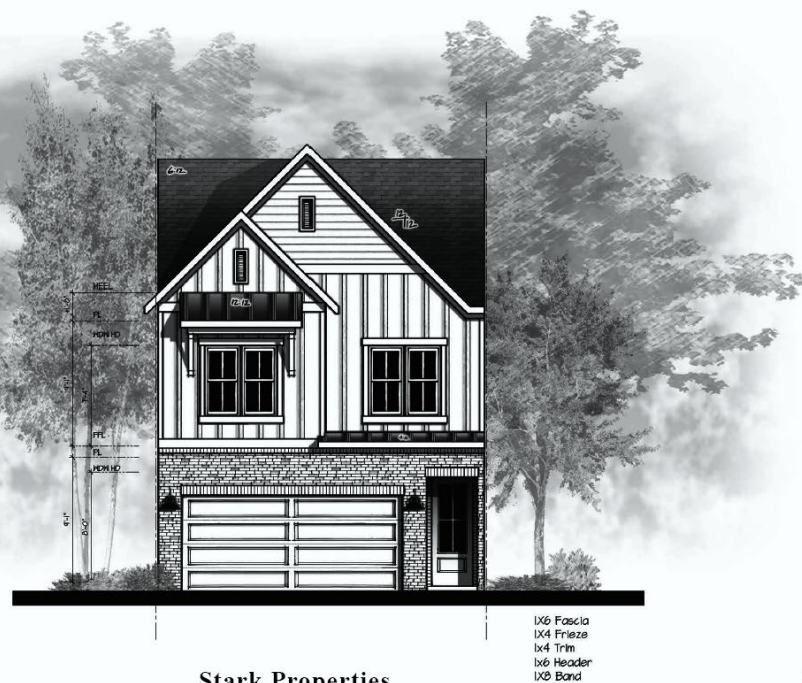
01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, soil plan / floor plan charges, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

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the MILLER "B"



ORDINANCE 628

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 2.52 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 002061 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 2.52+/- acre tract of land identified as tax parcel 08117 002016; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

Exhibit "B"

01/13/2021
03/04/2021

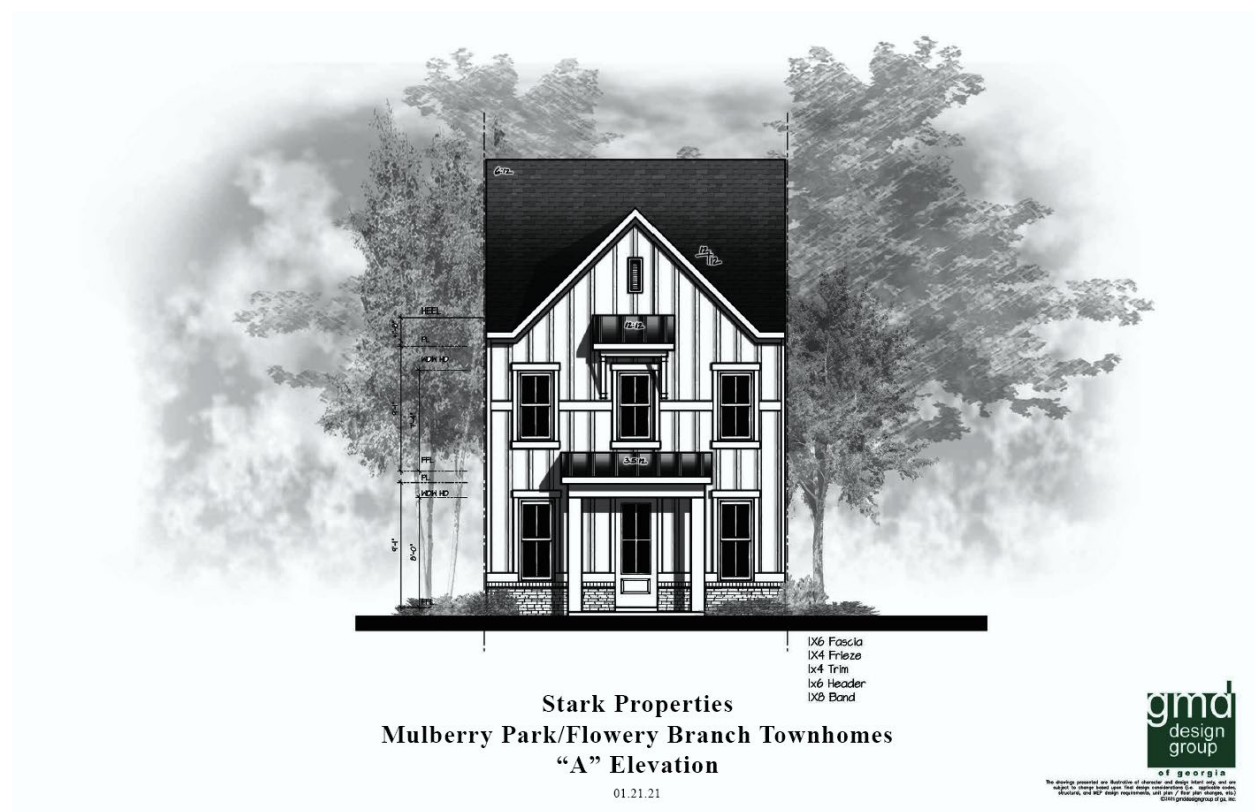
First Reading
Adopted

04/15/2021
05/20/2021

Exhibit "C"

Phase one (parcels 08117 002008A, 08117 002016D, 08117 002016B, and 08117 002061; ordinances 625, 626, 627, & 628) shall be conditioned as follows:

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2. Site plan shall generally adhere to the plan submitted on XXXXXXXXX and as shown below (to be added prior to final read).
3. Elevations shall generally adhere to those submitted by the applicant and as shown below:



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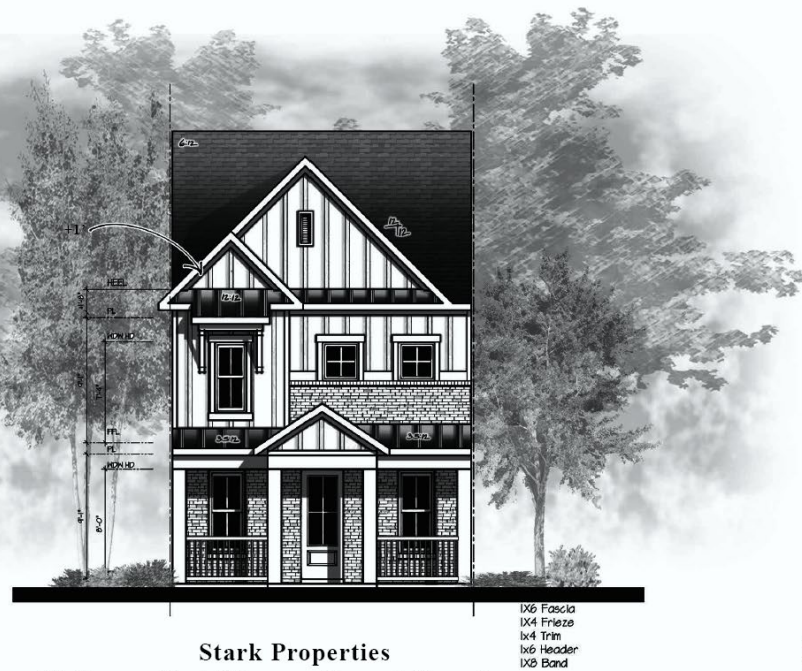


Public Hearing Published
Public Hearing

01/13/2021
03/04/2021

First Reading
Adopted

04/15/2021
05/20/2021



Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation

01.21.21



The drawings presented are a representation of the design and design intent and are subject to change without notice. This drawing is not to be used for construction, site, landscape, or other purposes without the written approval of the design firm.

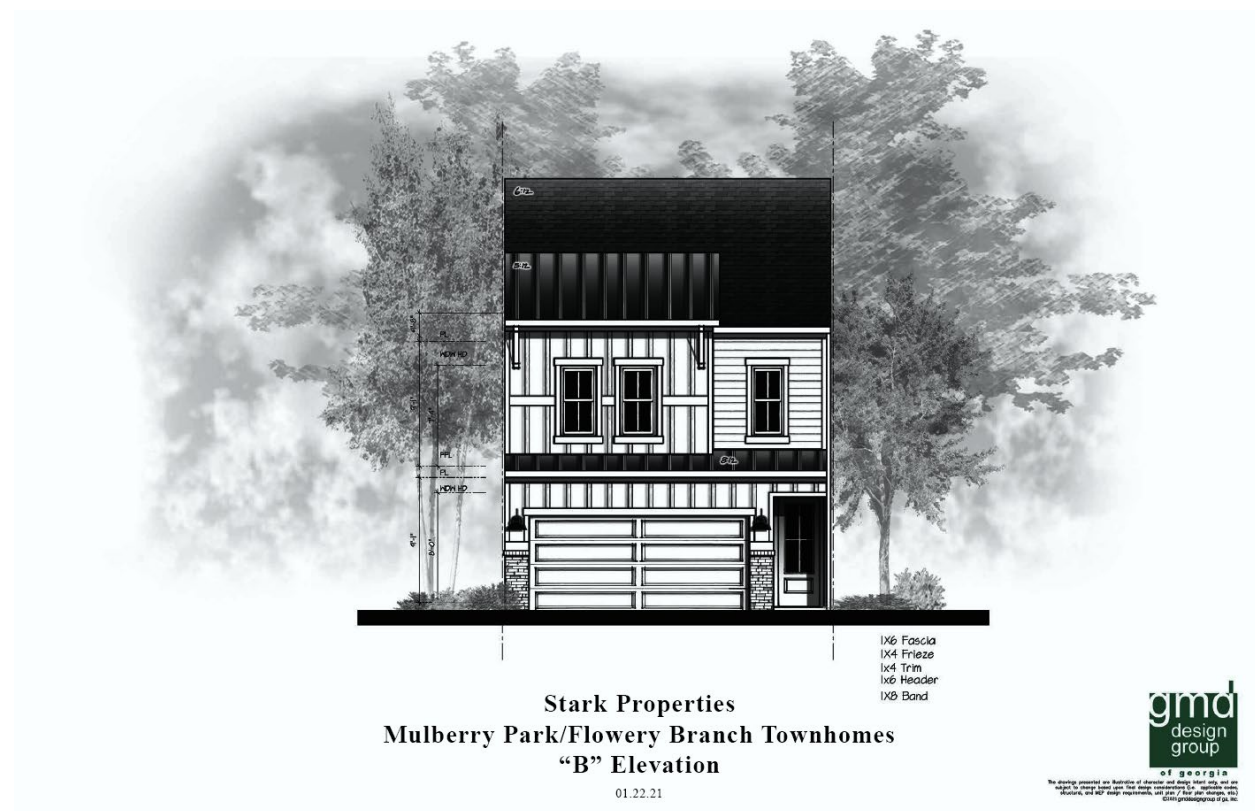
01/13/2021
03/04/2021

First Reading
Adopted

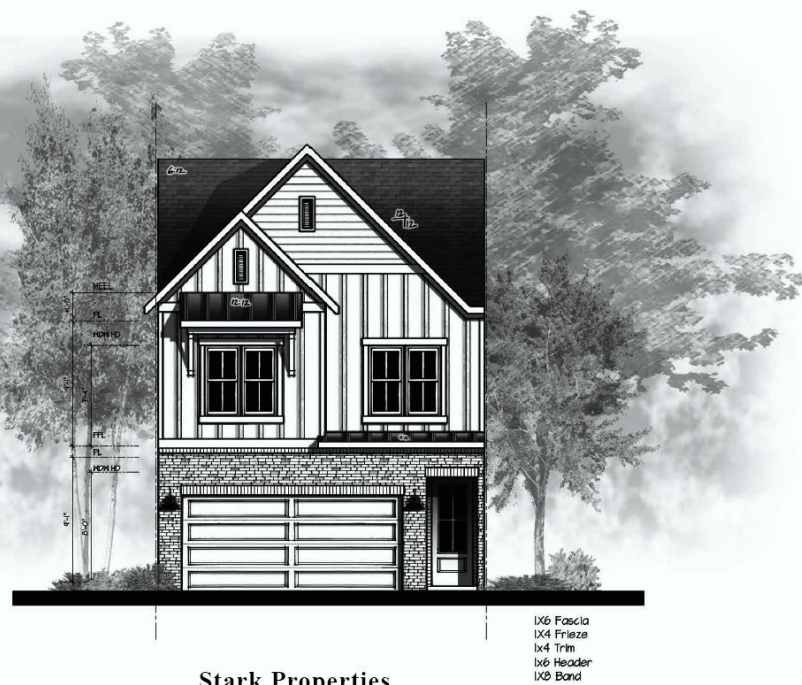
04/15/2021
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04/15/2021
05/20/2021



b6
b7C

**Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation**

01.22.21

IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, soil plan / floor plan charges, etc.)

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Bowen & Bowen
HOMEBUILDERS
www.bowehomes.com

the MADDUX



Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

ORDINANCE 629

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 38.84 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 5692 MULBERRY STREET, IDENTIFIED AS TAX PARCEL 08117 002001 AS SHOWN ON ATTACHED EXHIBIT "A", AS DESCRIBED ON EXHIBIT "B", FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 38.84+/- acre tract of land identified as tax parcel 08117 002001; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit "A"

Exhibit "B"

Exhibit "C"

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

ORDINANCE 630

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 33.15 +/- ACRE TRACT OF LAND OWNED BY ADVENTURES IN REAL ESTATE LLC. COMMONLY KNOWN AS 0 FLOWERY WAY, IDENTIFIED AS TAX PARCEL 08117 000006 AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM M-1 (LIGHT INDUSTRIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Stark Land Development, LLC. desires to develop the 33.15+/- acre tract of land identified as tax parcel 08117 00006; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject property are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of Stark Land Development, LLC. in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

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

WHEREAS, the City Council held a public hearing at the meeting of March 4, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch M-1 (Light Industrial) to Flowery Branch R-3 (Residential Multi-Family) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

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

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current M-1(Light Industrial) as opposed to the proposed R-3 (Residential Multi-Family).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The property as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned to R-3 (Residential Multi-Family). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 20th day of May 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Public Hearing Published 01/13/2021
Public Hearing 03/04/2021

First Reading 04/15/2021
Adopted 05/20/2021

Exhibit “A”

Exhibit “B”

Exhibit “C”

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Request Award of Contract for City-Wide Sign Project

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

- See attachment, "FB City-Wide Sign Package CDs 11-9-2020".

FACTS AND ISSUES:

- Wednesday, March 24, 2021, the city opened all bids.
- Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
- There were a total of 9 bidders ranging in price from \$94,625.00 to \$249,679.79
- CPL recommends going with the lowest bidder, Signs, Etc. for \$94,625.00
- CPL has reviewed Signs, Etc. bid documents, spoke with references, and discussed the bid with them.
- Summary of all bids submitted as follows:

Signs, Etc. \$94,625.00

Rite Light Signs, Inc. \$126,467.00

Custom Sign Factory \$132,703.06

Image Manufacturing Group \$148,533.71

Graphic House National Sign Firm \$176,895.00

Knight Sign Industries, Inc. \$181,022.00

Pinnacle Custom Signs \$209,695.50

Capital Signs and Awnings \$226,780.00

Signal Signs \$249,679.79

OPTIONS:

- (1) Approve the award of contract to the lowest bidder, Signs, Etc. for \$94,625.00, or (2) award to another bidder, or (3) re-bid the project.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

SPLOST VII \$45,077.50 budget remaining, LRF \$72,577.50 budget remaining = \$117,655.00 total funding available

RECOMMENDATION:

Request award of contract for the City-wide Signs Project to Signs. Etc. for \$94,625.00

SAMPLE MOTION:

I motion for the City Council to approve the award of contract for the City-wide Signs Project to Signs, Etc. for \$94,625.00 and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - Signs Project Award of Contract 4-15-2021.pdf](#)
- [Contract Award Recommendation - Signs Etc.pdf](#)
- [FB City-Wide Sign Package CDs 11-9-2020.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Contract Award for City-wide Signs Project to Signs, Etc.

DATE: 4/9/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: 4/15/2021

PURPOSE: Request award of contract for the City-wide Signs Project to Signs. Etc. for \$94,625.00

HISTORY:

- See attachment, "FB City-Wide Sign Package CDs 11-9-2020".
-
-

FACTS AND ISSUES:

- Wednesday, March 24, 2021, the city opened all bids.
 - Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
 - There were a total of 9 bidders ranging in price from \$94,625.00 to \$249,679.79
 - CPL recommends going with the lowest bidder, Signs, Etc. for \$94,625.00
 - CPL has reviewed Signs, Etc. bid documents, spoke with references, and discussed the bid with them.
 - Summary of all bids submitted as follows:
-
-

<u>No.</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Signs Etc.	\$ 94,625.00
2	Rite Light Signs, Inc.	\$ 126,467.00
3	Custom Sign Factory	\$ 132,703.06
4	Image Manufacturing Group	\$ 148,533.71
5	Graphic House National Sign Firm	\$ 176,895.00
6	Knight Sign Industries, Inc.	\$ 181,022.00
7	Pinnacle Custom Signs	\$ 209,695.50
8	Capital Signs and Awnings	\$ 226,780.00
9	Signal Signs	\$ 249,679.79

OPTIONS: (1) Approve the award of contract to the lowest bidder, Signs, Etc. for \$94,625.00, or (2) award to another bidder, or (3) re-bid the project.

RECOMMENDED SAMPLE MOTION:

I motion for the City Council to approve the award of contract for the City-wide Signs Project to Signs, Etc. for \$94,625.00 and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

DEPARTMENT: Finance

Prepared by: Alisha Gamble



March 31, 2021

Mr. Bill Andrew, City Manager
City of Flowery Branch
PO Box 757
5410 Pine Street
Flowery Branch, GA. 30542

VIA EMAIL

RE: Flowery Branch City-wide Sign Project
Contract Award Recommendation

Dear Mr. Andrew:

On Wednesday, March 24, 2021, the city opened bids for the above referenced project. The city received the following bids:

<u>No.</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Signs Etc.	\$ 94,625.00
2	Rite Light Signs, Inc.	\$ 126,467.00
3	Custom Sign Factory	\$ 132,703.06
4	Image Manufacturing Group	\$ 148,533.71
5	Graphic House National Sign Firm	\$ 176,895.00
6	Knight Sign Industries, Inc.	\$ 181,022.00
7	Pinnacle Custom Signs	\$ 209,695.50
8	Capital Signs and Awnings	\$ 226,780.00
9	Signal Signs	\$ 249,679.79

Signs Etc. was the apparent low bidder, and CPL has reviewed their bid documents, spoke to references, and discussed the bid with them. Upon completion of this process, we have determined that they are a responsive and responsible bidder.

Accordingly, we recommend awarding the city-wide sign contract to Signs, Etc. in the amount of \$94,625.00. Please call us with any questions.

Sincerely,

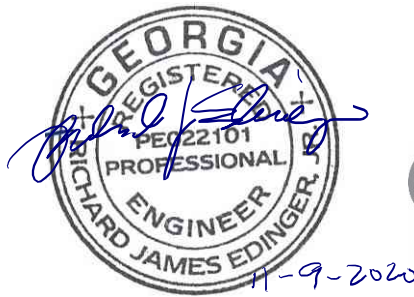
CPL ARCHITECTURE, ENGINEERING & PLANNING

Rich Edinger, P.E.
Vice President

cc: Alisha Gamble, Finance Director
Vicki Short, City Clerk
file

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

PROJECT MANUAL
for
City-Wide Sign Project
Flowery Branch, Georgia



PREPARED BY:



3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024
(770) 831-9000

CPL PROJECT NUMBER: 15832.00
August 25, 2020

CITY OF FLOWERY BRANCH
CPL 15832.00 PROJECT DIRECTORY

CITY-WIDE SIGNAGE PROJECT
SECTION 00 001-1

OWNER **CITY OF FLOWERY BRANCH** (470) 798-0521
5410 Pine Street
Flowery Branch, GA 30542

Rich Atkinson – City Planner

PRIMARY CONSULTANT:

ENGINEER **CLARK PATTERSON LEE** (770) 831-9000
3011 Sutton Gate Drive, Suite 130 FAX: (770) 831-9243
Suwanee, Georgia 30024

Rich Edinger, P.E. – Vice President
Larry Genn, P.E. – Principal Associate

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

Section Title

00 001	Project Directory
00 002	Table of Contents
00 010	Invitation to Bid
00 100	Instructions to Bidders
00 300	Bid Form
00 701	General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

Section Title

01 010	Summary of Work
01 100	Special Project Procedures
01 400	Quality Control
01 500	Construction Facilities and Temporary Controls
01 630	Product Options and Substitutions
01 740	Contractor Warranty Form
01 741	Subcontractor Warranty Form

DIVISION 2 - SITE WORK

Section Title

02 221	Demolition and Abandonment
02 230	Site Clearing
02 300	Earthwork
02 540	Erosion, Sediment And Pollution Control
02 630	Storm Drainage
02 930	Lawns and Grasses
02 933	Temporary Seeding
02 975	Cleanup and Finish

DIVISION 3 - CONCRETE

Section Title

03 200	Concrete Reinforcement
03 300	Cast-in-Place Concrete

DIVISION 4 – NOT USED

DIVISION 5 – NOT USED

DIVISION 6 – NOT USED

DIVISION 7 – NOT USED

DIVISION 8 – NOT USED

DIVISION 9 – NOT USED

DIVISION 10 – NOT USED

DIVISION 11 – NOT USED

DIVISION 12 – NOT USED

DIVISION 13 – NOT USED

DIVISION 14 – NOT USED

DIVISION 15 – NOT USED

DIVISION 16 – NOT USED

END OF SECTION 00 002

CITY-WIDE SIGNAGE PROJECT
BID NUMBER: FB2020-002, FLOWERY BRANCH, GEORGIA

The City of Flowery Branch is soliciting competitive sealed bids from qualified contractors for construction of a City-wide sign structures.

Sealed bids will be received by the City of Flowery Branch, 5410 Pine Street P.O. Box 757 Flowery Branch, Georgia 30542, addressed to the attention of Vicki Short, City Clerk, until 2:00 p.m. local time on Wednesday, March 24, 2021. Any bid received after 2:00 p.m. will not be accepted. Bids will be publicly opened by the city. The bid envelope must be marked on the outside with Bid Number, name of Bidder, and the Bid Date.

NO PRE-BID MEETING will be held. Questions about the project will need to be submitted by 5:00pm on March 10, 2021 to Rich Edinger at redinger@cplteam.com.

Work required under this Contract includes furnishing materials, labor, equipment, etc. for the construction of sign structures at various locations.

Bid Packages, consisting of construction drawings and specifications, are available by contacting:

Kate Langman
Clark Patterson Lee
3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024
Email: klangman@clarkpatterson.com
PH: 1-800-274-9000

Bids shall be entered on a **LUMP SUM** basis and as described in the project manual.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Flowery Branch in the amount of five percent (5%) of the total amount bid. The successful bidder will be required to furnish a contract performance bond and payment bond in the amount of one hundred percent (100%) of the total amount bid and provide insurance coverage as required by the contract documents. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class V or higher.

The Owner will award the Contract to the lowest "qualified" bidder, subject with the Owner's right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interests.

SECTION I
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS:

- 1.1 The terms used in Instructions to Bidders and defined in General Conditions (Section G) shall have meanings assigned to them in General Conditions.
- 1.2 The term “Successful Bidder” means the Bidder to whom the Owner awards or expects to award the contract.

2. COPIES OF BID DOCUMENTS:

- 2.1 Bid Document Package may be available in advance to contractors and other interested parties at the cost and location stipulated in the INVITATION TO BID.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids. The Owner assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.
- 2.3 The Owner, in making Bid Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- 2.4 Any part of the Bid Documents may be modified by Addenda.

Where forms are provided, **THEY MUST BE USED WITHOUT SUBSTITUTION!** Use of forms other than those provided by the City shall constitute a non-responsive Bid and shall be rejected.

NOTE: Bidder must submit one original and one copy of Bid Documents to include: Bid Form; Instructions to Bidders; Bidder’s Affidavit; Non-Collusion Affidavit; and Bid Bond.

3. QUALIFICATIONS OF BIDDERS:

- 3.1 The City may make any investigations deemed necessary to determine Bidder’s ability to perform the Work, and Bidder shall furnish all information and data requested by the City. The City reserves right to reject any bid from any Bidder that the City considers not properly qualified to carry out Contract obligations or able to satisfactorily complete the Work on schedule.
- 3.2 If Bidder does not have offices in the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

4. EXAMINATION OF BID DOCUMENTS AND SITE:

- 4.1 Before submitting Bid, each Bidder shall: (a) examine the Bid Document Package thoroughly; (b) visit the site to become familiar with local conditions affecting cost or Work progress or performance; (c) become familiar with federal, state, and local laws, ordinances, rules, and regulations affecting cost or Work progress or performance; (d) study and carefully correlate Bidder's observations with the Bid Document Package; and, (e) notify The Engineer concerning conflicts, errors, or discrepancies in Bid Document Package.
- 4.2 On request, The Engineer may provide each Bidder access to the site to conduct investigations and tests that Bidder deems necessary in order to submit Bid subject to easement acquisitions and existing conditions.
- 4.3 Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this Article 4, and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.
5. ADDENDA AND INTERPRETATIONS:
- 5.1 Questions concerning meaning or intent of Bid Document Package shall be directed in writing to Larry Genn at lgenn@clarkpatterson.com. Replies will be issued by Addenda mail or delivered to parties recorded by the Department as having received Bid Document Package. Questions received less than seven (7) business days prior to date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may be issued to modify Bid Document Package as deemed necessary by the City.
6. BID SECURITY:
- 6.1 Each bid shall be accompanied by Bid Security made payable to Owner in the amount equal to five percent (5%) of the Bidder's maximum Bid Price. Bid Security shall be cashier's check or Bid Bond issued by Surety meeting requirements contained in paragraph 23 below. **Bid bond must be on City provided form found in bid package.** Failure to use City forms may constitute a non-responsive bid and may be rejected.
- 6.2 Bid Security for Successful Bidder will be retained until Bidder has executed Agreement and furnished required payment and performance bonds. If Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver Agreement and furnish required Payment and Performance Bonds within fifteen (15) calendar days after Notice of Award, Owner may annul Notice of Award and Bidder's Bid Security will be forfeited.
- Bid Security, for any Bidder that the City believes to have reasonable chance to receive award, may be retained by Owner until the ninety-first (91st) day after Bid opening. If Notice of Award is issued within ninety (90) calendar days after

Bid opening, Bid Security for Bidder receiving Notice of Award may be retained by Owner up to ninety (90) calendar days after Notice of Award.

- 6.3 Bid Bond shall be issued by company having a registered agent in State of Georgia and shall comply with the additional requirements of paragraph 23 below.

7. CONTRACT TIME:

The Work shall be completed within sixty (60) consecutive calendar days.

8. EXAMINATION OF BID PLANS AND SPECIFICATIONS:

Bidders are advised to carefully examine the Bid Plans and Specifications for the proposed Work. The Bid Plans indicate the surface and underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Bid Plans and the location of the Work, verify all information with authorities concerned, and judge for themselves all the circumstances affecting the cost of the Work and the time required for its completion, and shall assume all patent and latent risks in connection therewith.

9. BID BOND FORFEITURE:

The Successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) calendar days after receipt of Notice of Award, shall forfeit to the Owner, as penalty for such failure or refusal, the security deposited with Bid.

Provisions for penalty are set forth in the Advertisement for Bid, Bid Documents, and Specifications (including General Conditions).

10. SUBSTITUTE OR "OR EQUAL" TERMS:

- 10.1 The Contract, if awarded, will be based on material and equipment described in Plans or specified in Specifications without consideration for possible substitute or "or equal" items. Where indicated in Plans or specified in Specifications, substitute or "or equal" material or equipment may be furnished or used by Contractor, **if acceptable to the Engineer**. Application for substitute or "or equal" items will be considered by the Owner until seven (7) calendar days **prior** to date for opening Bids.

Procedure for submitting application and consideration by the Engineer is set forth in General Conditions and may be supplemented in Paragraphs 11.2 and 11.3 following.

- 10.2 Materials or equipment specified or described in Bid Document Package by proprietary name or by naming a particular supplier are intended to establish type, function, and quality required. Unless name is followed by words indicating no substitution is permitted, materials or equipment from other suppliers may be accepted by the Engineer **if sufficient information is**

submitted by Bidder to allow the Engineer to determine material or equipment proposed is equivalent or equal to named material or equipment. Bidders shall make written application to the Engineer for proposed substitute material or equipment and shall certify that the proposed substitute material or equipment will perform adequate functions and achieve results called for by general design, be similar and equal substance to item specified, and be suited to same use as specified material or equipment. Application shall state that the Engineer's acceptance of proposed substitute will not prejudice Contractor's achieving Substantial Completion on time, will or will not require changes to Contract Documents to adapt design to proposed substitute, and will or will not require payment for license fee or royalty. Bidder shall indicate acceptance of responsibility for all costs of redesign, which will be required through approval of Bidder's application.

Variations for proposed substitute from item specified will be identified in application and available maintenance, repair, and replacement service will be indicated.

- 10.3 Bidders may propose substitute construction means, methods, sequences, techniques, or procedures for specific construction means, methods, techniques, sequences, or procedures indicated in or required by Bid Document Package. Bidders shall submit sufficient information to allow the Engineer to determine substitute proposed is equivalent to means, method, sequence, technique, or procedure indicated or required by Bid Document Package. Procedure for review by the Engineer will be similar to method provided in Paragraph 11.2 above.
- 10.4 The Engineer will be allowed reasonable time to evaluate each proposed substitute. No application for substitute will be considered later than seven (7) calendar days prior to bid opening date. The Engineer will be sole judge concerning proposed substitute acceptability.

11. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- 11.1 Each Bid shall identify names and addresses for subcontractors, suppliers, and other persons and organizations furnishing material and equipment, or Bid will be considered non-responsive. The Bidder is cautioned that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must meet the same conditions of experience, competent personnel and workman's compensation insurance as the Bidder.

If requested by the Engineer, the Successful Bidder and any other Bidder shall, within seven (7) calendar days after request, submit to the Engineer experience statement with pertinent information for similar projects and other qualifications for each subcontractor, supplier, person, and organization. If the Engineer, after due investigation has reasonable objection to any proposed subcontractor, supplier, person, or organization, the Engineer may, before giving Notice of Award, request Successful Bidder to submit acceptable substitute without increase in Contract Price or Contract Time. If Successful Bidder declines to make substitution, the Engineer may elect not to award contract to Bidder. Bidder's declining to make substitution will not constitute grounds for sacrificing Bid Security.

- 11.2 Procedures for approving Subcontractors after executing Agreement are described in the General Conditions. No subcontractors may be employed without the specific written authorization of the Engineer.
- 11.3 No Contractor will be required to employ subcontractor, supplier, person, or organization against whom Contractor has reasonable objection.

12. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Specifications (including General Conditions) which deal with the following:

- a. Insurance Requirements

13. BID FORM:

- 13.1 Bid Form is included in the Bid Document package purchased by the Bidders.
- 13.2 Bid Forms shall be completed and submitted in duplicate.
- 13.3 Bids by corporations shall be executed in corporate name by president or vice-president (or other corporate officer accompanied by evidence indicating officer has authority to sign) and corporate seal shall be affixed and attested by secretary or assistant secretary. Corporate address and state of incorporation shall be shown below signature. If Bid is executed by someone other than president or vice-president, attach to Bid certified corporate resolution by board of directors authorizing person to execute Bid for Corporation.
- 13.4 Bids by partnerships shall be executed in partnership name and signed by partner, whose title shall appear under signature and official partnership address shall be shown below signature.
- 13.5 If requested, person signing Bid for corporation or partnership shall produce evidence satisfactory to Owner indicating person's authority to bind corporation or partnership.
- 13.6 Names shall be typed or printed below signature.
- 13.7 Bid shall contain acknowledgement Bidder has received Addenda (Addenda numbers shall be filled in on Bid Form).
- 13.8 Address and telephone number for communications regarding Bid shall be shown.
- 13.9 Bidder must furnish, in his Bid (if not furnished with Pre-Qualification Package), summary information relative to the facilities, ability, and financial resources available for the fulfillment of the Contract.

14. QUANTITIES OF WORK:

The quantities of Work shown on the drawings are approximate and are assumed solely for comparison of the proposals. They are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, and any departure, therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; nor will any additional payments other than that bid, be made regardless of the actual quantities required or ordered to complete the Work.

15. SUBMISSION OF BIDS:

- 15.1 Bids shall be submitted before time and at place indicated in Advertisement for Bid and shall be submitted in sealed envelope with the following notation on the face:

BID NUMBER _____
GAINESVILLE STREET DRAINAGE PROJECTS
NAME OF BIDDER: _____
DATE DUE DATE: _____

If Bid is sent through mail or other delivery system, sealed envelope shall be enclosed in separate envelope with same notations as above on face.

- 15.2 Each Bid shall contain following documents in completed form (City forms must be used without substitution):

1. Bid Form
2. Bidder's Affidavit
3. Non-Collusion Affidavit
4. Bid Security (Surety Bond on City provided Form or Certified or Cashier's Check)
5. Power of Attorney (Surety Bonds only)
6. Corporate authority to execute Bid (required for any corporate officer other than president or vice-president)

- 15.3 More than one Bid received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one Bid for same work will cause Owner to reject all Bids from Bidder. If Owner believes collusion exists among Bidders, Bids from participants in collusion will not be considered.

- 15.4 Conditions, limitations, or provisions attached by the Bidder to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bid will be considered irregular.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 Withdrawal Prior to Time for Receiving Bids: Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior

to deadline for submitting Bids. Bid Withdrawal will not prejudice Bidder's rights to submit new Bid prior to Bid Date and Time.

- 16.2 Withdrawal After Time for Receiving Bids: After period for receiving Bids has expired, no Bid may be withdrawn, modified, or explained except as provided for in paragraph 18 below.

17. OPENING OF BIDS:

Bids will be opened publicly at the time and place set forth in the INVITATION TO BID and read aloud. Abstract listing amount for Base Bids and major alternates will be made available after Bid opening.

- 17.1 After Bid opening, Bidder has up to twenty-four (24) hours to notify the City that Bidder made an obvious error in Bid calculation. Bid Bond withdrawal for this reason shall be requested in writing within this same twenty-four (24) hour period. Said written request shall be accompanied by sufficient documentation to demonstrate the origin and composition of the "obvious error." Bid Bond may not be withdrawn for any other reason.

18. BIDS TO REMAIN OPEN:

Bids shall remain open for acceptance by Owner for ninety (90) calendar days after Bid opening. Owner may, at its sole discretion, release any Bid prior to that date.

19. AWARD OF CONTRACT:

- 19.1 To extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. Discrepancies between words and figures will be resolved in favor of correct sum. Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by the purchasing authority after verification is made by the bidder. However, under no circumstances can unit prices be changed.
- 19.2 Contract will be awarded by Owner pursuant to applicable law. Nothing contained herein shall place duty upon Owner to reject bids or award contract based upon anything other than Owner's sole discretion as described herein.
- 19.3 The Department may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
- 19.4 The Department may conduct investigations deemed necessary to assist in evaluating Bids and to establish responsibility, qualifications, and financial ability for Bidders, proposed Subcontractors, persons, and organizations to do

Work. Owner reserves right to reject Bid from any Bidder not passing evaluation to Owner's satisfaction.

- 19.5 One contract for Work will be awarded, if award is made, based upon Base Bid to lowest responsible, responsive Bidder. Alternate Bids will not be considered as basis for award unless specifically stated on the Bid Form. Successful Bidder will be required to perform Work as Prime Contractor. Work performed by Contractor shall be 50% minimum. No Contract assignment or subcontracting will be allowed without written permission from the Engineer.
- 19.6 The Successful Bidder will be required to furnish a Performance and Payment Bond, Each in a sum not less than one hundred percent (100%) of the amount of the Contract. The Bonds shall be that of an approved surety meeting the requirements as noted in paragraphs 6 and 24 herein.
- 19.7 If at any time after the execution and approval of the Contract and of the Surety Bonds as required in the Bid Advertisement, the Owner shall deem any of the Sureties upon such Bonds to be unsatisfactory, or such Bonds to be inadequate security for the Owner, the Contractor shall, within five (5) calendar days after notice from Owner to do so, furnish new or additional Contract Bonds, in form and sum, and signed by such Sureties who all shall be satisfactory to the Owner. No further payment will be deemed due nor will any further payment be made to the Contractor unless such new or additional Bonds are furnished and approved. The premium on such Bonds shall be paid by the Contractor.

Failure of the Contractor to submit approved Performance and Payment Bonds within the required five (5) calendar days shall, at the discretion of the Owner, constitute a forfeiture of the Bid Bond.

20. SUBMITTALS BY SUCCESSFUL BIDDER:

- 20.1 Owner intends to award contract to Bidder competent to perform and complete Work in satisfactory manner. Owner will require Successful Bidder to submit, within seven (7) calendar days after receiving written request from the Engineer and prior to contract award, Preliminary Progress Schedule and Schedule of Values, as set forth below.
- 20.2 Preliminary Progress Schedule shall be submitted in triplicate and include time-scaled schedule and narrative in accordance with appropriate formats established in the Engineers' written request for schedules. Activities in schedule shall show order Successful Bidder proposes to perform Work within constraints and sequencing conditions set forth in Specification (including General Conditions) and shall indicate starting and completion dates for key milestones and Work pertaining to each Specifications division within each major structure or geographical area on site. Activities shall identify significant submittals and approvals, major equipment deliveries, equipment testing, Owner's responsibilities, affected utilities, and other similarly involved third parties.
- 20.3 Schedule of Values shall include Bid itemization by major structures or Work areas.

- 20.4 Successful Bidder and surety, if any, agree any delays within Bidder's control in delivering submittals shall constitute request by Bidder for time extension and Bid shall remain open for Owner's acceptance. If Owner agrees to time extension, Bidder shall comply with Submittal Requirement within five (5) additional calendar days. At Owner's option, failure by Successful Bidder to deliver submittals within extended period will void Bid evaluation and will constitute proof Successful Bidder has abandoned Bid, Bid Security may be declared forfeited to Owner as liquidated damages, and Work may be awarded to Another Bidder.

21. BUSINESS LICENSE:

Successful Bidder's submittals shall include a copy of Bidder's business license.

22. TAXES:

Contractor shall pay applicable sales, consumer, use, and other similar taxes required by law. Contractor is responsible for reviewing pertinent state statutes involving sales tax and complying with requirements.

The Contract prices for articles, materials, or equipment names herein are subject to increase by the amount of any additional tax or taxes affecting the articles, materials or equipment involved in the Contract imposed by or under the authority of the Federal or State Government and passed or taking effect after the receipt of Bids, and shall continue in effect during such time as such tax or taxes are lawfully collectible; provided, however, that in the event of such increase in cost, the claim shall be presented within thirty (30) days and supported by evidence of such additional tax, satisfactory to the City Attorney.

23. QUALIFICATIONS OF SURETY COMPANIES:

In order to be acceptable to Owner, surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment bonds as required in Bid Advertisement shall meet and comply with following minimum standards:

- 23.1 Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class VI or higher.
- 23.2 All bonds must be submitted on forms provided by the City and agencies providing bonds and insurance must provide proof that they meet the criteria outlined in the bid and contract documents.
- 23.3 Surety shall be admitted to do business in State of Georgia and shall be registered to provide such surety the State of Georgia Insurance Commissioner.
- 23.4 Attorneys-in-fact who sign bid bonds or performance/payment Bonds shall file with bond certified power of attorney to sign bond.

- 23.5 Surety company agents shall list name, address, and telephone number on bonds.
- 23.6 Performance and payment Bonds shall extend twelve (12) months beyond date of final payment and shall contain waiver for alteration to Contract terms, time extensions, or forbearance on Owner's part.

24. EXECUTION OF WRITTEN CONTRACT

Successful Bidder will be required to sign written contract identified in bid package as Agreement. Unsigned Agreement will be submitted to Successful Bidder either prior to or along with the Notice of Award. The Contractor shall sign and deliver the fully executed Agreements to Owner with all required bonds within ten (10) calendar days following receipt of Agreement forms, (unless otherwise stipulated by the Owner).

25. AREA OFFICE:

If required by the Engineer, the Contractor will be required to establish an office and an equipment and spare parts storage yard within Gwinnett County to conduct this work and must arrange to cope with any emergency that may arise in connection with the Work on a twenty-four (24) hour per day, seven (7) day per week basis.

26. PROTESTS:

Owner is responsible for resolving protests concerning contract award, claims, disputes, alleged license fees, and other related procurement matters in accordance with sound business judgment and good administrative practice. Following procedures shall be used for this purpose:

- 26.1 Any party with direct financial interest adversely affected by Owner's procurement decision shall file protest under this article or be barred further relief.
- 26.2 Protest shall: (a) be made in writing, oral protests will not be permitted; (b) adequately state basis for protest and relief requested; and (c) be received by Owner within seven (7) calendar days from date basis for protest was, or should have been, known.
- 26.3 Owner may defer protested procurement upon receiving procedurally adequate protests, provided in any even awarding contract, subcontract, or procurement for sub item may be permitted, at Owner's sole discretion, where award will not materially affect resolving protest.
- 26.4 Protest shall be limited to: (a) issues arising from procurement provisions contained in Specifications; and (b) state or local law. No protest may be filed with respect to basic project design.
- 26.5 City Attorney will establish procedures for resolving protests. Owner will rely for protest resolution on decisions issued under Georgia law, as well as decisions issued under Georgia law, as well as decisions issued by other states, Federal courts, U.S. Comptroller General, or other Federal agencies with extensive procurement expertise, if state law is not clearly established.

27. BIDDER'S ACKNOWLEDGEMENT:

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: _____
(President, Vice President or
Corporate Officer)

DATE: _____

PRINTED NAME: _____

TITLE: _____

ATTESTED BY: _____
(Secretary of Corporation)

DATE: _____

PRINTED NAME: _____

TITLE: _____

SEAL

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO: _____

END OF SECTION 00 100

BID FORM

CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

BID NUMBER: _____ BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

PROJECT DESCRIPTION: The project consists of the construction of a replacement drainage system on Gainesville Street in the city of Flowery Branch.

THIS BID IS SUBMITTED TO: City of Flowery Branch, Georgia (hereinafter called Owner) acting through its City Council.

- A. Undersigned Bidder offers and agrees to enter into Agreement with Owner, in accordance with the instructions, requirements and forms included in Bid Document Package (including the Invitation to Bid and Instructions to Bidders Package), and to complete all Work for the Bid Price and within required calendar days, all in accordance with the Bid Document Package.

Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with Owner's time for accepting Bid and disposition of Bid Security.

In submitting this Bid, Bidder makes representations required by Instructions to Bidders and further warrants and represents:

Bidder has examined Bid Document Package, including Invitation for Bids and Instructions to Bidders, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Bidder has examined site and locality where the Work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting Work cost, difficulty, progress, or performance and has made independent investigations as Bidder deems necessary.

- B. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawing depicting physical conditions as identified in General Conditions and accepts determination concerning technical data contained in reports and drawings on which Bidder is entitled to rely.

- C. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "B" above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing Work as Bidder considers necessary for performing or furnishing Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder.
- D. Bidder has reviewed and checked Plans and data shown or indicated on Bid Document Package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by Bidder in order to perform and furnish Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions.
- E. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in Bid Document Package.
- F. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in Bid Document Package and written resolution by Owner is acceptable to Bidder.
- G. This Bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder submits following lump sum/unit prices identified in Bid Form as part of this Bid:

BID NUMBER: _____ BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

BASE BID

_____ Dollars _____ Cents
(Base Bid Includes all work identified
in the contract documents). \$ _____

Attached prices shall include all labor, materials, balling, shoring, removal, overhead (Direct and Indirect), profit, insurance, bonds, and other costs, to cover all finished Work.

Bidder agrees this Bid shall be good and may not be withdrawn for a period of 90 calendar days after scheduled closing time for receiving bids.

There is enclosed herewith a certified or cashier's check or a Bid Bond to the order of City of Flowery Branch, Georgia, in the sum of \$ _____ Dollars.

Check or Bid Bond shall be equal to, not less than, the amount stipulated in INVITATION TO BID and it is understood and agreed that said check or Bid Bond shall be subject to terms and conditions stipulated in Bid Document Package.

Undersigned Bidder hereby agrees to each and every stipulation in Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, duly agrees to execute and secure the required Contract and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions. The name and business address of Bidder to which all formal Notices shall be sent:

Company: _____

Address: _____

Undersigned Bidder states the names and addresses of persons interested as principals in this Bid are as follows: (Write first name in full):

BID NUMBER: _____

BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

Bidder shall state on line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

Undersigned Bidder states (he/she/they) (is a/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (Give full names and addresses):

Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Flowery Branch or any person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

The undersigned bidder acknowledges the requirements of the Plans and Specifications for this project. It is further understood that quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement of the actual work to be performed under the Contract.

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may

retain from the monies which may become due the amount of five hundred dollars per day for each and every day that the completion of the work may be delayed.

NOTE: See paragraph 13 of "Instruction to Bidders" for requirements in completing signature block below and remainder of this page.

SIGNATURE: _____
(President, Vice President or Corporate Office)

DATE: _____

PRINTED NAME: _____

TITLE: _____

CITY OF FLOWERY BRANCH
CPL 15832.00

BID FORM

CITY-WIDE SIGN PROJECT
SECTION 00 300-5

ATTESTED BY: _____
(Secretary of Corporation must attest)

DATE: _____

PRINTED NAME: _____

TITLE: _____

(Corporate Seal Required if Bidder is a Corporation)

BIDDER'S AFFIDAVIT

BID NUMBER: _____

BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

STATE OF _____)

COUNTY OF _____)

(Name Printed)

being duly sworn, deposes and says that he resides at _____

that he is the

(Title)

(Name of Bidder)

who signed the above Bid Form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2018.

(Notary Public in and for

County

My Commission expires _____.
(SEAL)

FORM OF NON-COLLUSION AFFIDAVIT

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: _____ BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

STATE OF _____)
COUNTY OF _____) SS

(Name Printed)

being duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Flowery Branch, or any person interested in the proposed Contract; and that all statements contained in said Proposal or Bid are true, and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2018.

(Notary Public in and for

County

My Commission expires
(SEAL)

BID BOND

(This Bid Bond is part of the Bid Documents)

BID NUMBER: _____ BID DATE: _____

PROJECT DESCRIPTION: : GAINESVILLE STREET DRAINAGE PROJECTS

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contract)

a _____
(Corporation, Partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Obligee)

5410 Pine Street
Flowery Branch, Georgia 30542
(Address of Obligee)

hereinafter referred to as Obligee, in the penal sum of:

_____ Dollars (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Page 2

BID NUMBER: _____

BID DATE: _____

SUBMITTAL DATE: _____

BY: _____
(Bidder)

BIDDERS SIGNATURE: _____

WHEREAS, the Principal is about to submit, or has submitted, to the City of Flowery Branch, Georgia, a proposal for furnishing materials, labor, and equipment for: GAINESVILLE STREET DRAINAGE PROJECTS

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by the City of Flowery Branch, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Flowery Branch, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Flowery Branch, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Flowery Branch, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. sea. And 36-86-101, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

Signed, sealed, and dated this _____ day of _____ A.D., _____.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Attorney-in-fact)

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact and Resident Agent)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

AGREEMENT FOR

CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

BID NUMBER: FB2020-002

THIS AGREEMENT, made and executed in Flowery Branch, Georgia, this 18th day of January, 2018, by and between the City of Flowery Branch situated in the State of Georgia, hereinafter called the "City" and _____, an individually owned company with principal offices at _____, hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the prices stipulated in the Bid Form herein contained or hereunto annexed and under the penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense all materials, supplies, machinery, equipment, tools, apparatus, and other means of construction, maintenance and repair, and all management, supervision and labor, and perform all the work necessary to construct, maintain, repair, and complete the work within the scope of this Contract as outlined in the "Invitation to Bid", "Instructions to Bidders", "General Conditions", "Project Plans" and "Specifications" herein contained, including material furnished by the City (if any), commencing the Work within seven (7) calendar days from the date of "Notice to Proceed" from the City, and commencing emergency work within four (4) hours after notification by the City, in the manner specified and in conformity with the requirements set forth in the Project Plans and Specifications herein contained.

The Contractor shall proceed with the said work in a prompt and diligent manner at such times and in such order as the City may direct. Further, he shall complete the work to the satisfaction of the City within 60 calendar days, and in default of completion within the time fixed, this Contract will be subject to termination as stipulated in the Bid Document Package.

The City shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay, or interference of any other contract, or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

It is further mutually agreed by the parties hereto that the work will be performed in accordance with Project Plans and Specifications together with any supplementary instructions as prepared or approved by the City and other contract documents, except in the case of emergency the work will be undertaken by the Contractor immediately upon notification by the City and will be performed in accordance with the contract documents and orders of the City.

AGREEMENT

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It is hereby mutually agreed that the City of Flowery Branch is to pay and the Contractor is to receive the prices bid in the Bid Form herein contained in the sum of 100% of the base bid, the total value being _____ or hereto annexed, as full compensation for furnishing all materials, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance, and repair necessary to complete the work under the conditions herein specified, and for fully complying with the terms and conditions of this Contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State taxes against any item entering into the work of this Contract exclusive of profits may be reimbursed to the Contractor by the City as provided hereunder.

Subject to the applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of the guarantee period and the Contractor and his Sureties are finally released by the City.

The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the allowable calendar days for completion period even if the work is not completed until after the expiration of the allowable calendar day for completion term.

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may retain from the monies which may become due the amount of one hundred dollars per day for each and every day that the completion of the work may be delayed.

(SIGNATURES NEXT PAGE)

IN WITNESS WHEREOF: The parties have executed this agreement the day and year above mentioned.

Signed, sealed, and dated this _____ day of _____ A.D., 20_____.

ATTEST:

CITY OF FLOWERY BRANCH,
GEORGIA

By: _____

(Witness)

(Mayor)

(SEAL)

ATTEST:

By: _____
(Contractor)

(Secretary)

(Title)

(Witness)

(Address)

APPROVED AS TO FORM:

(City Attorney)

NOTE: City Clerk should attest. If Contractor is a corporation, Secretary of Corporation should attest.

PERFORMANCE AND PAYMENT BONDS:

The City of Flowery Branch requires a performance bond and a payment bond, each having a bond value of one hundred percent (100%) of the total amount bid. The attached performance bond and payment bond must be used for this requirement.

PERFORMANCE BOND

CITY-WIDE SIGN PROJECT

BID NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual)
hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Obligee)

5410 Pine Street Flowery Branch, Georgia 30542
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of 100% of the base bid for \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated _____, 20____ for \$ _____.

PERFORMANCE BOND

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NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed **thereunder**.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. seq. and 36-86-10 L et.seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

Signed, sealed, and dated this _____ day of _____, A.D., 20__

ATTEST:

(Principal Secretary)

(Principal)

By: _____
(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:
By: _____
(Attorney-in-Fact)

(Attorney in Fact)
And Resident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

NOTE: Date of Bond must not be prior to Date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

CITY-WIDE SIGN PROJECT

BID NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Flowery Branch
(Name of Oblige)

5410 Pine Street Flowery Branch, Georgia 30542
(Address of Oblige)

hereinafter referred to as Oblige, for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the penal sum of 100% of the base bid, the total value being \$ _____ in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Oblige, dated _____, 20____ for _____

PAYMENT BOND

Page 2

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PAYMENT BOND

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PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. seg. and 36-86-101, et. seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

PAYMENT BOND

BID NUMBER: _____

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Signed, sealed, and dated this _____ day of _____ A. D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney in Fact)

And Resident Agent

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and appeared _____
to me known, who, being by me duly sworn, did depose and say that he resides at _____

that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal
of said corporation; that one of the seals affixed to said instrument is such seal; that it was so
affixed by order of the directors of said corporation, and that he signed his name thereto by like
order.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and appeared _____
to me known, and known to me to be one of the members of the firm of _____
_____ described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and appeared _____
to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and
appeared _____
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal
of said corporation; that one of the impressions affixed to said instrument is an impression of
such seal; that it was so affixed by order of the directors of said corporation, and that he signed
his name thereto by like order.

(Notary Public)

(SEAL)

=====

ACKNOWLEDGEMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____ before me personally came and
appeared _____
to me known, and known to me to be one of the members of the firm of _____
_____ described in and who executed the foregoing instrument and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

**GENERAL CONDITIONS
FOR CITY OF FLOWERY BRANCH CONSTRUCTION CONTRACTS**

GC-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of this agreement.

GC-2 CONTRACT DOCUMENTS

This agreement consists of the City of Flowery Branch's invitation to bid, instructions to bidders, Contractor's bid form, construction form of agreement, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

GC-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the City for changes in the Work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City - City of Flowery Branch, Georgia, a political subdivision of the State of Georgia, acting by and through the City Council.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City, or their designated representative, to the Contractor authorizing him to proceed with the Work and establishing the date of commencement and completion of the Work.

Substantial Completion - the date certified by the Engineer when all or a part of the Work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

GQ-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

GC-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the Work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected Work until instructed to proceed, and has otherwise followed the instructions of the Engineer, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the Work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the Work.

GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or Engineer shall relieve the Contractor from its obligation to perform the Work in strict conformity with the contract documents.

GC-7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All Work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the Work, whether occasioned by the Contractor, his agents or employees.

GC-8 PERMITS & LICENSES

All permits and licenses necessary for the Work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

GC-9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the Work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying.

GC-10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person, firm or corporation who is in arrears to the County or City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

GC-11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed Work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the City may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

GC-12 MEASUREMENT

All items of Work to be paid for per unit of measurement shall be measured and certified by the Engineer.

GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

GC-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

GC-15 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the Engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the Work pursuant to the contract subject to the overall coordination of the Engineer. All Work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the contract documents by the activities or duties of the Engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing Work pursuant to this agreement.

GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work.

GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the Work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Engineer may, by written notice, require the Contractor to remove from the Work any subcontractor or employee deemed by the Engineer to be incompetent.

GC-21 HOURS OF OPERATION

All Work at the construction site shall be performed on weekdays between 7:00AM and 6:00PM in accordance with City Code section 26-188, except upon the Engineer's prior written consent to other Work hours.

GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the Work and the general and local conditions which may affect the Work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the Work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the

Work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the Work made by any of its officers, agents, or employees prior to the execution of this agreement.

GC-23 RIGHT OF ENTRY

The City reserves the right to enter the site of the Work by such agent as it may elect for the purpose of inspecting the Work or installing such collateral Work as the City may desire.

GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

- (1) Upon personal delivery to the Contractor, its authorized representative, or the Engineer on behalf of the City. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.
- (2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the Engineer. For purposes of mailed notices, the City's mailing address shall be 5410 Pine Street P.O. Box 757 Flowery Branch, GA 30542. The Contractor's mailing address shall be the address stated in its proposal, and the Engineer's mailing address shall be its address listed in the Notice to Begin Work.

GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the Work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. §§ 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §§ 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

GC-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the Work shall present a neat, orderly and workmanlike appearance at all times.

GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the Work until final completion of this agreement and acceptance of the Work as defined herein. Any portion of the Work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all Work rejected by the Engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the Work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the Work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the Engineer to commence and continue correction of such default or neglect with diligence and promptness, the City or the Engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any Work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

GC-33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all Work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the Work.

GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the Work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the Work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such Work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the Work and termination of the contract.

GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the Work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective Work as required by the contract documents or fails to carry out the Work in accordance with contract documents, the City, or the Engineer, in writing, may order the Contractor to stop Work until the cause for such order has been eliminated. This right of the City or Engineer to stop Work shall not give rise to any duty on the part of the City or the Engineer to execute this right for the benefit of the Contractor or for any other person or entity.

GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled Workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the Work by whatever methods the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the contract price exceeds the cost of completing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

GC-39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the Work for the convenience of the City. Said termination shall be without prejudice to any right or remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder, and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the Engineer:

- A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such-supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
 - (1) The costs incurred in the performance of the Work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
 - (2) The costs of settling and paying claims arising pursuant to the termination of the Work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for Work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss,

there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

GC-42 COST TO CURE

If the City terminates the whole or any part of the Work pursuant to this agreement, then the City may procure upon such terms and in such manner as the Engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the Engineer, the Contractor shall:

1. Stop Work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
4. Assign to the City in the manner, at the times, and to the extent directed by the Engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Engineer, to the extent the Engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the Engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as has been terminated:
 - (a) The fabricated or unfabricated parts, Work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed Work, supplies, and other material produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination; and

- (b) The completed or partially completed plans, drawings, information, and other property to the Work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be, required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.
8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

GC-45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the Engineer to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

GC-47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

GC-48 TERMINATION FOR CONVENIENCE – DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the Engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the Work is interrupted for an unreasonable period of time by an act of the City or Engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the Work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the

Engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Engineer within ten days after the termination of such suspension, delay or interruption.

GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence Work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the Work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the Work within the specified time. The Contractor and City hereby agree that the contract time for completion of the Work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the Work.

GC-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

OC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop Work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City, its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the Work as specifically provided in the contract.

GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the Engineer.

GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Engineer that there was greater than normal inclement weather considering the full term of the contract using a ten year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the Work, the Contractor shall not be entitled to an extension of time therefore.

GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the Engineer within ten days of the first instance of such delay, disruption, interference or

hindrance and a written statement of the claim is filed with the Engineer and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be in strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the Work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that Work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Engineer, take action at no additional cost to the City to improve the progress of the Work, including increasing manpower, increasing the number of Working hours per shift or shifts per Working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the Work in a timely fashion.

GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or Engineer that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

GC-58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

GC-59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the Work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the Work.

GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Engineer unless the requirement therefore is waived in writing. The Engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the Work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Engineer.

GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for the Work and to facilitate inspection.

GC-65 PAYROLL REPORTS

The Contractor shall not be required to furnish weekly payroll reports to the Engineer on this project.

GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning Work, the Contractor shall notify the Engineer in writing of one person within its organization who shall have complete authority to supervise the Work, receive orders from the Engineer, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of Work while the Work is in progress. When neither the Contractor nor its representative is present at the Worksite, the superintendent, foreman, or other employee in charge of the Work shall be an authorized representative of the Contractor.

GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award Work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the Work to subcontractors.

GC-68 INSPECTION BY ENGINEERS

All Work pursuant to this agreement shall be subject to inspection by the Engineer for conformity with contract drawings and specifications. The Contractor shall give the Engineer reasonable advance notice of operations requiring, special inspection of a portion of the Work.

GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that Work is covered or completed without the approval of the Engineer, and such approval is required by the specifications or required in advance by the Engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the Work to the contract drawings and specifications.

GC-70 ENGINEER'S AUTHORITY

The Engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the Work. Any oral decision or instruction of the Engineer shall be confirmed in writing. All communications between the City and the Contractor shall be made through the Engineer. The Contractor shall submit to the Engineer a complete schedule of values of various portions of the Work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the Engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the Engineer's approval, on City forms of the total amount of value of Work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any Work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of Work performed and materials furnished, the Engineer shall recommend payment to the Contractor for the estimated value of such Work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored but not incorporated into the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the City's title to such materials or equipment. No progress estimate or payment need be made when, in the Engineer's judgment, the increment in the estimated value of Work performed and materials furnished since the preceding estimate is less than \$10,000.

GC-73 TIME OF PAYMENT

The Contractor will be paid on or before the 25th day following receipt of an approved estimate. When the contractor has performed in accordance with the provisions of this Agreement, the City shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon Work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in

this Agreement, if any. In the event that the City fails to pay the contractor within 60 days of the City's receipt of a pay request based upon Work completed or service provided pursuant to the contract, the City shall pay the Contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

GC-74 RETAINAGE

The City shall retain from each progress payment ten percent of the estimated value of the Work performed until the progress payments, including retainage, total 50 percent of the contract price. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the Work within the time specified therefore. The City may reinstate the ten percent retainage, in the event the Engineer determines that the Contractor is not making satisfactory progress to complete the Work within the time specified in this agreement or in the event that the Engineer provides a specific cause for such withholding.

GC-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's Work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's Work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

GC-76 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the Engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

GC-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of Work performed pursuant to this agreement.

GC-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

GC-79 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

GC-80 RIGHT TO WITHHOLD PAYMENT

The Engineer may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective Work, probable or actual third party claims, the Contractor's failure to pay subcontractors or material men, reasonable evidence that the Work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

GC-81 CERTIFICATE OF-SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the Engineer shall inspect the Work and determine whether the Work is substantially complete. If the Work is substantially complete, the Engineer shall issue a certificate of substantial completion of the Work which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further Work. The certificate of substantial completion of the Work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

GC-82 FINAL PAYMENT

Upon substantial completion of the Work and upon application by the Contractor and approval by the Engineer, the City shall make payment reflecting adjustments and retainage for the Work as provided in this agreement.

GC-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

GC-84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial, completion and except for the retainage sums due at final acceptance. Following the Engineer's issuance of the certificate of substantial completion and the Contractor's completion of the Work pursuant to this agreement, the Contractor shall forward to the Engineer a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Engineer a final application for payment. When the Engineer finds the Work acceptable and determines that the contract has been fully performed, the Engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

GC-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;

- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the City or Engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or Engineer, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all moneys that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

GC-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Hall County, Georgia and that the contract is to be performed in Hall County, Georgia. Each party hereby consents to the Hall Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Hall Superior Court.

GC-87 CHANGES AND EXTRA WORK

GC-87.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract.

GC-87.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, Contractor shall promptly proceed with the Work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the contract price is increased by Change Order, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

GC-87.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the

Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract.

Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

GC-87.4 EXTRA WORK

Extra Work consists of new and unforeseen Work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

GC-87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the City to complete the Work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-88 CHANGE ORDERS

QC-88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional Work to be done and Work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted Work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional Work will cause, delay in completion of Work, he will grant an equitable time extension for the changed Work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of Work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such Work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-88.2 METHODS OF PAYMENT

The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City.

- A. Where the Work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the Work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account Work. Contractor's fee for force account Work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted Work shall be as defined hereinafter.

GC-88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted Work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

GC-88.4 FORCE ACCOUNT WORK

When authorized by a Change Order, Contractor may perform Work on a force account basis and will be paid actual costs and a fee for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account Work. as more particularly described below:

- A. Labor: For all labor and for foremen in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the force account Work is performed for each and every hour that said laborer, and foreman, are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Contractor shall receive the actual costs paid to or in behalf of Workmen, by reason of fringe benefits, including but not limited to Social Security contribution, unemployment, excise and payroll taxes, Workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of Working after hours, on holidays, or on Saturdays and Sundays shall be included to the extent authorized by the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

- B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account Work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

- C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false Work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the City before such Work is begun. The salvage value of such material will be taken into consideration in determining, the amount of reimbursement.

- D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%).of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account Work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the City, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per Working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the City for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account Work being performed. The time shall include the time required to move the equipment to the location of the force account Work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account Work on other than such force account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account Work on other than such force account Work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the Work and used exclusively for Work paid for on a force account basis, providing the City has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost of transporting the equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

1. The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
 2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account Work, shall include each day that the equipment is at the site of the force account Work, excluding Saturdays and Sundays and other legal holidays unless the force account Work is performed on such days, and shall terminate at the end of the day on which the City instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.
- E. Subcontract Work: Where the Change Order applies to Work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's Work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order Work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level Work or materials. The City reserves the right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar Work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.
- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for Work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.
- G. Statements: No payment will be made for Work performed on a force account basis until Contractor furnishes the County itemized statements of the cost of such force account Work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
 3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.
 4. Bonds and insurance premiums.
 5. Subcontract Work - force account detail as above or progress quantities and prices of unit price or lump sum subcontracts.

6. Payments for items under paragraphs (a) to (f) inclusive, shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account Work are not specially purchased for such Work but are taken from Contractor's stock, then in lieu of the original invoices) the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.
- H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account Work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the City may independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

GC-88.5 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

GC-88.6 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

GC-88.7 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

GC-89 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-90 CHANGED CONDITIONS.

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or

- B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

The City will promptly investigate conditions of which it is so notified, or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

GC-91 OPTIONAL CHANGE ORDER PROCEDURE

In the event that a change order is deemed necessary and is requested by the City, the Contractor, at his option, may elect to perform the necessary Work prior to the approval of the change order by the City Council. In such event, the Contractor shall proceed at his own risk that the City Council may not approve the change order.

Within thirty days following the Contractor's submission of a request for payment for the Change Order Work pursuant to this paragraph, the City shall initiate an agenda item requesting that the City Council approve and execute a written change order for the Work in question. During the pendency of the agenda item, the Contractor shall not be entitled to compensation for the change order Work performed.

If the City Council subsequently approves and executes the change order, the Contractor shall be paid the sum approved in the change order from funds reserved by the City for payment of anticipated and approved written change orders in conjunction with this contract pursuant to Part III of the bid with regard to this project. If the City Council rejects or fails to approve the change order, the Contractor shall not be entitled to compensation for the Work performed pursuant to the change order request.

Nothing contained in this contract shall prevent or discourage the Contractor from electing to obtain prior written approval of a change order by the City Council prior to initiation of Work pursuant to such change order.

The parties to this agreement recognize that the Contractor's election to proceed with a change order prior to Council approval of such change order will evidence the Contractor's desire to continue the project without interruption. In the event that the Contractor determines to await Council approval of a written change order, however, neither party to this agreement shall be entitled to damages, including delay damages and impact damages, as a result of the change order approval process.

The Contractor hereby acknowledges that thirty to sixty days are normally required in order to obtain the City Council's approval of a written change order. The Contractor further acknowledges that no agent or employee of the City has authority to bind the City to a contract or change order, and approval by the City Council is necessary prior to the City's entry into a valid and binding contract or change order.

The Contractor further acknowledges that the funds reserved by the City pursuant to Part III of the bid concerning this project do not form a portion of the contract price for this project. Said funds merely represent the City's effort to set aside funds from its general operating budget to pay approved written change orders arising from this project. The Contractor acknowledges that the City is not obligated to expend any or all of the amount designated in Part III of the bid for this project, and the Contractor agrees to make no claim to any such funds which remain unexpended and unauthorized after completion of this agreement.

Each party to this agreement hereby warrants that it has read and fully understands each and every provision of these general conditions to the parties' construction contract. Each party further agrees that these general conditions form a portion of the construction contract and are hereby incorporated therein by reference.

GC-92 INSURANCE REQUIREMENTS

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by laws or regulations:

1. Workers' Compensation, and related coverages:
 - a. State:
Statutory
 - b. Applicable Federal (e.g., Longshoremen's):
Statutory
 - c. Employers Liability:
\$1,000,000
2. Contractor's General Liability Insurance which shall include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of the contractor:
 - a. General Aggregate (Except Products-Completed Operations)
\$1,000,000
 - b. Products-Completed Operations Aggregate
\$1,000,000
 - c. Personal and Advertising Injury (Per Person / Organization)
\$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage)
\$1,000,000
 - e. Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - f. Excess/Umbrella Liability
 - i. General Aggregate
\$1,000,000

- ii. Each Occurrence
\$1,000,000
- 3. Automobile Liability:
 - a. Bodily Injury:
 - i. Each Person
\$1,000,000
 - ii. Each Accident
\$1,000,000
 - b. Property Damage:
 - i. Each Accident
\$1,000,000
 - OR
 - ii. Combined Single Limit of
\$1,000,000
(Bodily Injury & Property Damage)
- 4. The Contractual Liability coverage shall provide coverage for not less than the following amounts:
 - a. General Aggregate
\$1,000,000
 - b. Each Occurrence (Bodily Injury & Property Damage)
\$1,000,000

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PART 1 - GENERAL

1.01 GENERAL AND SUPPLEMENTARY CONDITIONS

- A. The requirements of the Agreement between Owner and Contractor and the General the Supplementary Conditions indicated in Division 0 are a part of and apply to all work hereunder.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Within 10 calendar days following issuance of the Written "Notice to Proceed" the engineer shall schedule a conference for the purpose of reviewing the construction program with the contractor. The general contractor is encouraged to have all subcontractors present at the conference. The following issues will be addressed:
 - 1. Introduction of all attending parties
 - 2. Channels and procedures for communications
 - 3. Requests for substitutions in accordance with the requirements of specification Section 01 100, Part 1.02 F.
 - 4. Issuance of RFP's (Request for Proposals) by the engineer shall be addressed by the General Contractor within 7 calendar days of receipt thereof in accordance with Supplementary Conditions indicated in Paragraph 7.1.5.
 - 5. Change order compensation based on figures indicated in Supplementary Conditions Paragraph 7.1.7.
 - 6. Pre-construction submittals indicated in Supplementary Conditions Paragraph 3.19.
 - 7. Shop drawings, samples and other project submittals issued in accordance with the requirements of Specification Section 01 100.
 - 8. Job progress meeting frequency. In addition to periodic progress meetings, the City would like to schedule a public "hard hat" tour of the project site, on a Saturday, near the contract completion date.
 - 9. Applications for payment issued in accordance with the requirements of the General Conditions of the contract for construction and all applicable supplementary conditions in Paragraphs 9.3.4.
 - 10. Safety precautions and programs as directed by the General Contractor in accordance with AIA General Conditions Article 10 and part 1.07 in Section 01010.

11. Any mock-ups required.
12. Requests for time extensions shall be issued in accordance with the requirements of Supplementary Conditions Paragraph 8.3.4.
13. Discrepancies and conflicts in the Contract Documents shall be resolved using the order of precedence indicated in the Supplementary Conditions, paragraph 1.2.7. In the event of a possible discrepancy between portions of the contract documents, the Engineer shall be notified in writing by the Contractor and a clarification will be issued. The Contractor assumes an obligation to bring all possible discrepancies within the Contract Documents to the Engineers attention in writing for possible resolution prior to performing any construction related thereto. If the Contractor neglects to do so, all expenses related reparations required by the Owner due to such negligence shall be borne by the Contractor. In all instances, the Engineer shall be the sole interpreter of the Contract Documents.
14. The date of substantial completion shall not be achieved, and the substantial completion certificate shall not be issued prior to receipt of the final official certificate of occupancy by the General Contractor.
15. Contract closeout/final payment requirements shall be clearly understood by the General Contractor. Piecemeal delivery of final closeout documents and materials is not acceptable.
16. Materials testing shall be conducted by a certified testing agency in accordance with the requirements of Section 01 400.
17. Immediately prior to substantial completion, the General Contractor shall prepare a comprehensive list of items to be corrected or completed (a punch list) for the engineers review in accordance with Paragraph 9.8.2 of the AIA General Conditions. The engineer shall then add to or delete items from the list during a substantial completion inspection.
18. Permits, fees, licenses, etc..., shall be addressed in accordance with the requirements of General Conditions Section 3.7, all applicable supplementary conditions and Part 1.09 A of Section 01 010.
19. Compensation for stored material shall be as defined in Parts 6.2.1, 9.3.2, 10.2.1.2, 11.3.1.4 & 12.2.4 of the General Conditions as well as Part 9.3.2.1 of the Supplementary Conditions, Paragraph 1.03A of Section 01 010, Paragraph 1.03 A of Section 01 100 and Paragraph 2.04G of Section 01 500. Invoices for stored materials must be delivered with the applications for payment on which compensation for the stored materials has been requested. Invoices for stored materials delivered separately from the applications for payment will not be recognized until the following application for payment is received.

20. A lien waiver issued by the General Contractor shall be submitted with each application for payment. An individual lien waiver from each subcontractor will be required prior to final payment.

1.03 CONTRACTOR'S WORK AND MATERIALS STORAGE

- A. Contractor's materials storage area shall be determined at the pre-construction conference. The Contractor shall confine his storage therein and take necessary precautions to protect materials at his own expense against all weather conditions, theft and damage.
- B. All debris generated during the construction process shall be removed from the project site and adjacent property.

1.04 OVERLOADING

- A. Contractor shall be responsible for overloading any part or parts of the site beyond safe load carrying capacities.

1.05 MANUFACTURER'S DIRECTIONS

- A. Where it is required in the specifications that materials, products, processes, or equipment be installed or applied in accordance with manufacturer's instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material or system proposed for use under conditions similar to those experienced at the project.
- B. The Contractor shall notify the Utility Protection Center at 1-800-282-7411 prior to commencing with any subsurface excavations.

1.06 LAYING OUT WORK

- A. Prior to commencing work, the Contractor shall be responsible for careful comparison and review of all Architectural, Structural, Mechanical, Plumbing, Fire Protection, Electrical, Civil, Landscape and other working drawings. All drawings shall be compared with one another which in any way affect the work to be executed. Should any discrepancy be found, it shall immediately be reported to the Engineer in writing for verification and adjustment.
- B. Contractor shall exercise proper precautions to verify figures and dimensions shown on the Drawings before laying out work and shall be held responsible for any error resulting from his failure to exercise such precaution. Drawings shall not be scaled for any purpose.

1.07 ACCIDENT PREVENTION

- A. Precaution shall be exercised at all times for the protection of all persons, including employees of the Contractor. Machinery equipment, openings, power lines and all other hazards shall be guarded or eliminated in accordance with the safety provisions of "The Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.

1.08 PERIODIC CLEANING

- A. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.
- B. Site and Structure
 - 1. Maintain the site and adjacent areas in a neat and orderly condition at all times.
 - 2. At least weekly inspect the site and pick up all scrap, debris and waste material and remove them to the place designated for their storage.
 - 3. At least weekly and prior to any and all inspections, sweep interior spaces clean. "Clean" for the purpose of this paragraph shall be interpreted as meaning free from material capable of being removed by reasonable effort and a hand-held broom.

1.09 FINAL CLEANING

- A. "Clean" for the purpose of this Article shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
 - a. Visually inspect finished surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
 - b. Remove all paint droppings, spots, stains and dirt from finished surfaces.
- C. Unless otherwise directed by the Engineer, broom clean paved areas on the site and public paved areas adjacent to the site. Completely remove resultant debris.

1.10 PERMITS AND REGULATIONS

- A. All work and material shall be in accordance with Safety Orders of the Division of Industrial Safety, and other applicable Federal, State, County and City Municipal laws, ordinances, rules and regulations pertaining to construction. Nothing in the contract documents shall be construed to permit work not conforming thereto. The

Contractor shall consult the Engineer on all issues regarding possible non-conformance. Contractor shall provide all labor, materials and equipment to complete the work as required by all applicable laws, ordinances, rules and regulations. The Contractor shall consult the Engineer before making any determinations as to changes in quality, scope and/or increases or decreases in cost.

- B. The Contractor shall notify all local utility companies prior to beginning any subsurface investigations.

1.11 PROJECT COMPLETION

- A. The City Engineer shall review the project for Substantial completion. If the project is Substantially complete, as defined in the General Conditions of the Contract for Construction, the City Engineer shall issue a Certificate of Substantial Completion.
- B. When the project is substantially complete (as defined in the Agreement Between the Owner and the Contractor) and all mechanical and electrical systems are operating after having been checked by the Contractor and/or manufacturer, the Contractor shall notify the Engineer in writing at least seven days before the date of request for substantial completion inspection. The Contractor shall arrange for the presence of all subcontractors whose work is involved.
 - 1. No sooner than 2 calendar days prior to the proposed date of substantial completion inspection, the Contractor shall prepare a "Punch List" for items not completed and work not complying with the requirements of the Contract Documents. The City Engineer shall add to and/or delete items from the punch list during the Substantial Completion inspection. The "Punch List" shall not be construed as a contract requirement but is intended only to assist in the completion of the project. The Contractor shall make a diligent effort to complete all work in conformance with the requirements of the Contract Documents before requesting a "Punch List".
 - 2. Correction of items noted on the "Punch List" does not relieve the Contractor from conforming with all requirements of the Contract Documents.
- C. Before final payment is made, the following items shall be delivered in satisfactory form to the Owner:
 - 1. All maintenance/operating manuals and instructions.
 - 2. All guarantees required by the individual technical specification sections.
 - 3. All other required items noted in the Contract Documents.

4. All items on the Punch List shall have been completed in satisfactory order and such notice forwarded in writing to the Engineer.
5. All as-built drawings shall be provided by the Contractor as described in the Specifications.
6. All maintenance and replacement stock material required.
7. Certificate which warrants that all materials, products and assemblies incorporated in this project are totally free of asbestos, PCB, or other such hazardous material.
8. Owner, after completion of project, may elect and pay to use services of an independent testing agency to test for asbestos content.

D. Final Inspection

1. When the work is completed in accordance with the Contract Documents and the requirements of Paragraphs A and B above and General and Supplementary Conditions of the contract for construction have been satisfied, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, which shall be stated in such notice. The City shall receive such notification no sooner than seven calendar days prior to the date stated in such notice. The notice shall be forwarded to the City Engineer, who shall attach his endorsement as to whether or not he agrees with the Contractor's statement that the work will be ready for final inspection on the established date, but such endorsement shall not relieve the Contractor of any contractual responsibilities.
2. Final inspection shall be made by the Owner, City Engineer, and/or Consultants when the Contractor states that the project has been completed in accordance with the Contract Documents, all punch list items have been completed and a formal written request for final inspection is made as outlined above.

1.12 LIMITS OF WORK

- A. Work shall be performed as indicated on the working drawings.

1.13 OFFENSIVE BEHAVIOR

- A. A penalty of \$100.00 per event shall be levied against the General Contractor and, subsequently, deducted from the next application for payment for objectionable behavior by any of the General Contractor's forces while on the Owner's property, as determined by the Engineer. This objectionable behavior shall include, but not necessarily be limited to, profanity, alcohol and/or illegal drug consumption or possession and sexual misconduct.

- B. All workmen shall be fully clothed and shall be expected to exhibit acceptable behavior. Association with the public shall be prohibited. Refer all non-project related visitors to the City Hall for assistance. Failure to comply with this requirement can subject personnel to being banned from the project site.

END OF SECTION 01 010

PART 1 – GENERAL

1.01 CONTRACT DOCUMENTS

- A. To document the components, which comprise the contract documents, a detailed list of all drawings, specifications addenda, and modifications depicting the last revision date shall be attached to the Agreement between the Owner and Contractor. The listed documents shall then represent the permanent record set.
- B. The Contractor shall check all construction documents furnished him immediately upon their receipt and shall promptly notify the Architect in writing of any discrepancies. Symbols marked on drawings shall, in general, be followed rather than scale of drawings. The Contractor shall compare all construction documents and verify the figures before laying out the work and shall be responsible for any errors which might have been avoided thereby.

1.02 CONTRACTOR SUBMITTALS

A. General

- 1. Contractor shall make all the following submittals to the Architect for review in strict accordance with applicable provisions of the contract documents.
 - a. Progress Schedule
 - b. Schedule of Values
 - c. Certifications
 - d. Shop Drawings and Submittals
 - e. Samples
 - f. Substitutions
 - g. Maintenance/Operating Manuals
 - h. As-Built Drawings
 - i. Guarantees

B. Schedule of Values

- 1. No later than 10 calendar days following issuance of the Written Notice To Proceed, prior to the preconstruction conference, the Contractor shall submit for Architect's review a schedule of values for portions of work, aggregating the total contract sum, divided to facilitate payments to Subcontractors. Each item in schedule of values shall be broken down to include values for labor, materials,

equipment, overhead and profit. This schedule, when reviewed by Architect, shall be used as a basis for Contractor's Applications for Payments.

C. Certifications

1. Where specifically required by pertinent specification sections, proper certification by a recognized laboratory or professional association shall be submitted in lieu of and/ or in addition to required testing. Certifications shall attest to product compliance with requirements of the Contract Documents.

D. Shop Drawings and Submittals

1. All shop drawings and submittals shall be marked with name of project and name of Contractor and shall be numbered consecutively. All shop drawings and submittals must be legible and complete in every respect regarding contract documents requirements.
2. If shop drawings or submittals show variations from Contract requirements because of standard shop practice or some other reason, Contractor shall make specific mention of such variations in his letter of transmittal, as well as on the shop drawings and submittals. Unless specific changes have been noted and reviewed by the Architect, no deviations from Contract Documents shall be accepted.
3. Corrections or comments made on the shop drawings during the Architect's/Engineer's review do not relieve the contractor from his responsibility to comply with the requirements of the contract documents. Shop drawings shall be reviewed by the Architect/Engineer for general conformance with the design concept of the project and general compliance with Contract Documents requirements: The Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner.
4. Shop drawings and submittals which do not display evidence of contractor's review prior to submittal for Architect's/Engineer's review shall be promptly returned to the contractor for corrections prior to Architect's/Engineer's review.
5. By reviewing and submitting shop drawings and other submittals for Architect's/Engineer's review, the contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such shop drawings and other submittals with the requirements of the work and the contract documents. Contractor's review stamp shall clearly reflect the provisions of this verbiage.
6. For manufacturer's standard schematic drawings, contractor shall:
 - a. Modify drawings to delete information, which is not applicable to project

- b. Supplement standard information to provide additional data applicable to project
 - 7. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data, contractor shall:
 - a. Clearly mark each copy to identify pertinent materials, products or models
 - b. Show dimensions and clearances required
 - c. Show performance characteristics, capacities, installation requirements and maintenance requirements
 - d. Show wiring diagrams and controls
- E. Samples
- 1. Physical examples of products submitted to Architect shall illustrate materials, finishes, workmanship and shall establish standards by which completed work shall be judged by Owner and Architect.
 - 2. Architect's office samples shall be of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices
 - b. After Architect's review, samples may be used in construction of Project
 - 3. Field Samples and Mockups
 - a. Erect samples and mockups at project site in location acceptable to Architect and Owner
 - b. Construct each sample or mockup complete, including work of all trades required in finished work.
- F. Substitutions
- 1. Architect's review shall be required for all substitutions.
 - a. Architect shall consider proposals for substitutions of materials, equipment and methods of construction only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate proposed substitution.
 - b. Do not substitute materials, equipment or processes unless such substitution has been specifically reviewed for this work by the Architect.
 - 2. Acceptance of a substitution by the architect shall not relieve the Contractor from responsibility for compliance with all requirements of the contract documents. Contractor shall be responsible, at his own expense, for any changes

in other parts of his own work or work of others which may be caused by substitutions.

G. Maintenance/Operating Manuals

1. Two manuals are required to be submitted prior to Substantial Completion covering all materials, products, finishes, systems, equipment, accessories, etc. included in this project. Contractor shall prepare two such manuals in durable plastic 3 ring binders approximately 8-1/2" x 11" in size, divided into logical sections with at least the following information:
 - a. Identification on front cover stating general nature of manual
 - b. Neatly typewritten index near front of manual furnishing immediate information regarding location in manual of all data
 - c. Complete instructions regarding operation and maintenance of all project equipment
 - d. Complete nomenclature of all replaceable parts, part numbers, current costs and name and address of nearest vendor of parts
 - e. Copy of all guarantees and warranties required
 - f. Copy of all reviewed shop drawings and submittals with all data concerning changes made during construction
 - g. List of all contacts for emergency and standard warranty service indicating addresses and phone numbers
 - h. Wiring diagrams and recommended "turn around" cycle
2. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items included in this project and delete or otherwise clearly indicate, all manufacturer's data which is not relevant to this project.

H. As-Built Drawings

1. General
 - a. At time of installation, locations of all underground work, including all utility pipes, sleeves and conduits, shall be recorded on prints by Contractor and reviewed by the Architect.
 - b. Contractor shall notify Architect when underground work has been completed. On such notice, Architect shall furnish a complete set of blue-line drawings to Contractor, who will transfer all installed utility pipe and conduit locations to the blue-line drawings and return them to Architect for review.
 - c. All information entered on the blue-line as-built drawings shall be neat, legible and emphasized by drawing "clouds" around items installed differently than indicated on original drawings. Format of changed items on drawings shall be acceptable to Architect.

- d. Contractor shall locate and dimension all work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate approximate depth of work below finish grade.
- e. All symbols and designations used in preparing as-built drawings shall match those used elsewhere in the Working Drawings.
- f. In addition, contractor shall revise remainder of all working drawings to reflect any changes involving items installed differently than indicated on original drawings.

I. Guarantees

- 1. Contractor shall guarantee all work executed by his forces and his subcontractors under this contract, and any additional modifications and change orders, to be absolutely free of all defects of workmanship and materials for a period of one year beginning on date of Substantial Completion. See Warranty Forms - Specifications Sections 01 740 and 01 741. Contractor shall repair all such defects, resulting damages and repair any damage to other work caused by subsequent repair work to Architect's and Owner's satisfaction no later than 30 calendar days following written notification by Owner that remedial repairs are required.
- 2. At the end of the one-year warranty period, the Contractor shall inspect the project with the Owner for construction deficiencies. At that time, a correction list shall be prepared by the Owner and the Contractor shall make the necessary repairs and corrections immediately and as directed by the Owner.
- 3. Contractor shall provide additional guarantees (in excess of one year) where specifically required by pertinent specification sections.

J. Execution

- 1. Submittal Requirements (including shop drawings)
 - a. Schedule submittals at least two weeks before date reviewed submittals will be needed. Contractor shall receive reviewed submittals no later than 14 calendar days following Architect's receipt of contractor-reviewed submittals.
 - b. All submittals shall be accompanied by a transmittal form addressed to the Architect and shall be consecutively numbered. Submittals shall contain a list of items submitted which are properly identified with regards to pertinent specification sections.
 - c. Architect shall review submittals for compliance with design concepts of project only. An effort shall be made by Architect to discover any errors, but responsibility for accuracy and correctness of submittals shall be the Contractor's.
 - d. Review of submittals by Architect/Engineer shall be general and shall not relieve the Contractor from responsibility for proper fitting and

construction of work, nor from furnishing materials and work required by Contract, which may not be indicated on submittals when reviewed.

- e. No portion of the work requiring submittals shall be undertaken until submittal has been reviewed by Architect. All such portions of work shall be in accordance with reviewed submittals.
- f. Submittal Copies Required
 - i. Provide 3 copies of the Progress Schedule.
 - ii. Provide 2 copies of Schedule of Values.
 - iii. Provide 2 copies of all required Certifications.
 - iv. Provide 4 copies of all Shop Drawings.
 - v. Provide 4 copies of all Manufacturers Product Data/Material Lists.
 - vi. Provide Samples as specifically indicated in pertinent specification sections.
 - vii. Provide two sets of manufacturer's complete range of samples for initial color/pattern selections and 2 additional samples of selected color/pattern for inclusion in final color schedule.
 - viii. Provide 3 copies of all required data and information regarding accepted substitutions.
 - ix. Provide 2 bound copies of maintenance/operation manuals.
 - x. Provide one set of Contractor-revised blueline as-built drawings.
 - xi. Provide 2 copies of the Standard Warranty Forms (see Warranty Forms - Specification Sections 01 740 and 01 741) as well as 2 copies of additional warranties required by pertinent specification sections.
- g. Submittals shall include (where applicable) the following information
 - i. Date and revision dates
 - ii. Project title and Architects project number
 - iii. The names of Contractor, Subcontractor and product supplier or manufacturer
 - iv. Identification of product or material

- v. Relation to adjacent structure or material
- vi. Field dimensions (clearly identified as such)
- vii. Applicable specification section number
- viii. A 4" x 6" blank space on front side for Architect's stamp
- ix. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field dimensions and compliance with contract documents. Verbiage user on Contractor's review stamp shall be subject to Architects review.
- h. Architect's review is contingent upon prior review and approval by Contractor. Submittals shall be returned to the Contractor without Architect's review if evidence of Contractor's review is not clearly indicated on all submittals.
- i. Corrections or comments made on submittals/shop drawings by Architect or Engineer during their review does not relieve the General Contractor from compliance with the requirements of the contract documents and specifications. Architect's/Engineer's review is only for review of general compliance with the design concept of the project and general compliance with the information given in the Contract Documents. The General Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating work of all trades and assuring that all work is performed in a safe manner satisfactory to the Owner and the Architect.

END OF SECTION 01 100

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect/Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

-
1. Proposal Requests issued by Architect/Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
-
- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
-

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect/Engineer.

-
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
-

-
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
-
- C. Proposal Request Form: Use form included in Specification Section entitled "PROJECT FORMS AND RELATED DOCUMENTS".

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
-
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
-
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 5 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 5 days after such authorization.
-
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
-

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect/Engineer will issue a Change Order for signatures of Owner and Contractor on form AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect/Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
-
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
-
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
-

-
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
-

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 -

END OF SECTION 01250

PART 1 - GENERAL

1.01 ON SITE OBSERVATIONS

- A. All work and materials shall be subject to review by the Architect and Owner or their authorized representatives.
- B. The Contractor shall fully cooperate and shall furnish all reasonable facilities for the inspections of all parts of the work during the entire construction period required by the Contract Documents and all jurisdictional authorities.

1.02 TESTING SERVICES

- A. All materials upon which the strength and durability of the work may depend shall be subject to inspection and testing to establish whether the materials are in compliance with the requirements of the Contract Documents.
- B. A material testing company shall be selected, employed and paid by the Owner to perform material testing services for the project as defined in this specification section. The testing company shall retain the services of an Engineer registered in Georgia. The testing company shall conduct all required testing and issue reports reflecting the conditions and physical characteristics of the materials observed.
- C. It is the responsibility of the Contractor to implement the services of the testing company by ordering required services at the appropriate time in the work, as described below. The Contractor shall provide at least 24 hours notice to the testing company for required testing work. Failure to provide adequate notification may result in the requirement for more complex "after-the-fact" testing, payment for which the Contractor shall be totally responsible. If testing yields unacceptable results, additional testing shall be performed at the contractor's expense until favorable results are obtained in accordance with the specified standards. Contractor shall also bear all costs related to architect's services related to evaluation of tests which yield unfavorable results. The testing agency shall isolate reports indicating failure and associated billing to facilitate the administration of this provision.

1.03 SUMMARY OF REQUIRED TESTING

A. Earthwork

- 1. The testing company's Engineer shall monitor subgrade preparation, foundation bearing grades, and test all backfill. All excavation, preparation of foundation bearing grades and earthwork related construction must be performed in the presence of the testing company's Engineer.
- 2. Prior to importing any fill material to the site, the testing company shall verify that the proposed fill material is of suitable quality for its intended use. Any residual or previously excavated fill material from on-site proposed to be reused in the new work shall also be tested for suitability prior to replacement.

3. After stripping/clearing operations and excavating have been completed to the specified excavation limits, the residual material over which additional fill, construction or pavement is to be placed shall be verified by the testing agency to be suitable for its intended purpose. This shall be accomplished by proof rolling the areas under construction, by test pits or by other measures deemed appropriate by the testing agency's Engineer. Proof rolling shall be performed by the General Contractor using a ten-ton smooth drum static roller. Unsuitable areas shall be undercut and backfilled with structural fill as directed by the testing agency's Engineer.
4. All fill material shall be tested by performing in-place density and proctor tests at the minimum rate of one test per 5000 square feet per one foot of lift and one test for every 50 lineal feet for each 2 feet of depth for wall and trench backfill. The testing shall also indicate the type of material observed, the location of the test, the material moisture content and the current weather. Delivery and compaction of fill material shall be made in the presence of the testing agency's Engineer and shall be subject to his approval. The inspection by no means absolves the contractor from responsibility of compaction specified by the Civil Engineer.
5. All foundation bearing grades must be monitored by the testing agency's Engineer and tested by the testing agency prior to placement of foundations and/or footings.
6. Unless fill material is covered with concrete, paving, etc. immediately following procedures described in 2. and 3. above, the fill material shall be inspected by the testing agency's Engineer again prior to the placement on those surfaces. The purpose of this final inspection is to preclude deterioration of the required conditions from continuing construction, water or similar causes.

B. Cast-In-Place Concrete

1. Design mix by the concrete supplier shall be reviewed by Structural Engineer and testing agency prior to composing first batch. Batch test frequency shall be as recommended by the material testing agency. Samples shall be procured in accordance with ASTM C172 and cylinders shall be made and cured in accordance with ASTM C31.
2. Slump tests shall be conducted on every 20 cubic yards of concrete used on the project used for any purpose in accordance with ASTM C142-78.
3. Compressive tests shall be performed in accordance with ASTM C39-84. Concrete cylinders shall be taken at the rate of one set of five per 50 cubic yards or less of material used for any purpose per day. One cylinder shall be broken at each of 3 days and 7 days and two shall be broken at 28 days. If the two breaks at 28 days average less than their design strength, the last will be held for a 56-day break. If the first two are over designed, the third cylinder will be broken for a 3-cylinder average.

4. Air entrainment testing shall be performed as required by ASTM C231.
5. The slump tests, cylinders and air entrainment tests shall be performed by the testing agency. The cylinders shall be used to report compressive strength, air content, additives, slump and date/time/exact location and weather when made.

C. Masonry

1. A prism section for CMU prism testing shall be built by the Contractor using the specified concrete masonry units, the specified mortar and the approved pre-mix grout. The prism section shall be of the length and height prescribed by the testing agency. This sample prism section shall then be tested for prism strength characteristics. Prism strength shall be 1500 psi or greater. Mortar strength shall be as defined in Specification Section 04100. Block type and prism strength shall be as defined in Specification Section 04220.
2. A design mix for grout shall be submitted and reviewed prior to composing first batch. A box sample, as prescribed by the testing agency, shall be provided and tested for compliance with compressive strength requirement.

D. Reinforcing Steel Placement

Prior to the placement of concrete for the reinforced concrete footings, columns and beams, a testing agency representative shall inspect the reinforcement bar placement for accuracy.

1.04 RETESTING

- A. When any of the required initial tests indicate non-compliance with the specified requirements, all subsequent retesting caused by the non-compliance shall be performed by the same testing agency, and the costs thereof shall be borne by the General Contractor and deducted by the Owner from the contract sum. The testing agency shall isolate reports indicating failure and associated billing to facilitate the administration of this provision.

1.05 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes, legal ordinances authorities shall be the responsibility of the Contractor, unless the tests are otherwise provided for in the Contract Documents.

1.06 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.07 COOPERATION WITH TESTING LABORATORY

- A. Representatives of testing agencies shall have access to the work at all times. Contractor shall provide for such access in order that the laboratory may properly perform its functions.
- B. Notify testing agency at least 24 hours in advance of required testing to allow for assignment of personnel and scheduling.

1.08 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided for in these Contract Documents, shall be taken by the testing agency. All sampling equipment and personnel shall be provided by the testing agency and all deliveries of specimens and samples to the testing laboratory will be performed by the testing agency personnel.

1.09 DISTRIBUTION OF TEST RESULTS

Distribution of appropriate test results from Testing Agency shall be as follows. Provide one copy to each person.

- A. Contractors Superintendent
- B. Contractor's Project Manager
- C. Owner
- D. Architect's Project Manager
- E. Civil Engineer (civil work only)
- F. Structural Engineer (structural work only)
- G. Chief Building Inspector

1.10 COMPLIANCE WITH FEDERAL CLEAN WATER ACT

- A. To maintain compliance with the Federal Clean Water Act, the requirements of Georgia's NPDES General Permit for construction are to be met in the following manner:
 - 1. NOI or Notice of Intent will be filed by the contractor prior to the commencement of the work.
 - 2. A certification statement will be signed by the General Contractor and the grading subcontractor, stating that they agree to comply with the requirements of the Storm Water Pollution Prevention Plan.
 - 3. WEEKLY INSPECTION - Each site is required to be inspected at least once every seven days and within 24 hours after the end of a storm that has 0.5 inches of rainfall or greater. The inspector must identify needed changes and revise the plan accordingly or certify that the site is in compliance. Once a site is stabilized,

inspections are required only once a month until a Notice of Termination (NOT) is filed with the EPD. Each inspection must be documented in a report that is kept on site. EPD staff may have access to records at any time. Inspections are to be done by the General Contractor.

4. A log book will be furnished by the General Contractor for use in logging in each inspection required in Item 3. The log book is to be available to the Architect and the Owner's Representative for review at anytime.
5. A copy of the erosion control plan is to be updated by the General Contractor depicting any corrections or modifications to the erosion control plan as may occur during the course of the work. The plan is to be turned over to the Owner at project close-out.
6. At the close-out of the project and when all site work has been signed-off on by the City Development Inspections Department, the Owner will then issue a Notice of Termination with the Georgia EPD.

Failure of the General Contractor to properly maintain the prescribed erosion control requirement, and after a 24-hour written notice from the Owner, will result in the Owner performing any necessary repairs. A back charge to the contract price will be done to compensate the Owner for any expenses incurred.

END OF SECTION 01 400

PART 1 - GENERAL

1.01 SCOPE

- A. Construction facilities and temporary controls required for this project shall include, but are not necessarily limited to the following:
 - 1. Temporary utilities such as natural gas, water, electricity and telephone
 - 2. Field Office – not required for this contract
 - 3. Sanitary Facilities
 - 4. Enclosures such as tarpaulins, barricades, and canopies
 - 5. Required fencing of construction area for safety and security
 - 6. Parking area for construction personnel vehicles – parking shall be designated at the pre-construction conference
- B. All construction facilities and temporary controls shall be provided by the contractor.

1.02 PROTECTION

- A. Use all means necessary to maintain construction facilities and temporary controls in proper and safe conditions throughout progress of the project.

1.03 REPLACEMENTS

- A. In the event of loss or damage, Contractor shall immediately make all repairs and replacements necessary to construction facilities and temporary controls to the Architect's satisfaction at no additional cost to Owner.

1.04 TEMPORARY UTILITY CONNECTIONS

- A. Contractor shall pay for all fees for temporary utility connections.

PART 2 - PRODUCTS

2.01 TEMPORARY UTILITIES

- A. Contractor shall furnish water, natural gas, electricity and telephone service required during construction and extend temporary service lines to construction areas for use of all subcontractors, and Owner's forces.

B. Temporary Water

1. Contractor shall provide ample temporary supply of potable water for all purposes of construction at access points convenient to personnel. Water shall be piped by the Contractor from source of supply to all points where water will be required. Supply source shall be determined by the Contractor in cooperation with the Owner.
2. Contractor shall provide heavy duty hose or PVC pipe to carry water to every required project location and allow use of water facilities to subcontractors engaged in work.

C. Temporary Electricity

1. All temporary electrical facilities shall be constructed and maintained by Contractor in accordance with the Division of Industrial Safety "Electrical Safety Orders" (ESO) and the Public Utilities Commission "Rules for Overhead Line Construction". Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new.
2. Installation of lighting and safety lights shall be in accordance with local, state and federal applicable codes.
3. Contractor shall run a copper ground wire, sized in accordance with NEC, in conduit and bond to all steel parts using clamps required by the N.E.C.
4. Any attachment of conduit to wood structures shall be by means of bolts or lag screws in shear. All anchors shall be capable of supporting four times actual load.
5. Contractor shall apply for temporary electric service and pay for costs of electricity used during the course of construction and until final completion of project. Contractor shall be responsible for temporary rules, meters, conductors, connections and all other related costs.

- D. Contractor shall provide heat, ventilation, fuel and services as required to protect all personnel and materials and to keep humidity down to the extent required to prevent corrosion of metal and to prevent condensation, dampness and mildew, which is potentially damaging to materials and finishes.

D. Telephone

1. Contractor shall maintain a telephone in field office. Long distance charges shall be paid for by calling parties. Other expenses shall be paid for by the Contractor.

-
2. Contractor shall provide and pay for the telephone installation and service in the field office. Service shall be maintained for duration of project operations under this contract. Contractor shall also provide and install an electronic telephone answering and fax machine with a dedicated line for 24-Hour service within the temporary field office.

2.03 SANITARY FACILITIES

- A. Contractor shall provide proper, adequate, sanitary facilities for use of all workers employed on project in accordance with State and Local Health Departments. Facilities shall be located for convenient access by all personnel.

2.04 TEMPORARY CONSTRUCTION, EQUIPMENT, AND PROTECTION

- A. Contractor shall provide, maintain, and remove immediately following substantial completion of project, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, guardrails, barricades, lights and all other protective structures or devices necessary for safety of workers and public property as required to complete project.
- B. Contractor shall provide all necessary protection and all barricades conforming to the standards of O.S.H.A. and requirements of the City and/or County in which the project is being built.
- C. Contractor shall provide chain link fencing enclosures with locking gates to protect equipment and materials.
- D. Contractor shall protect all workers and equipment from power lines and maintain safe distances and protective devices as required by the Industrial Safety Commission.
- E. All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of City, State and all other authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.
- E. Contractor shall provide and maintain pumping facilities, including power for pumping excavations and structures free of accumulations of water at all times, whether from underground seepage, rainfall, drainage, broken lines or any other source.
- F. Contractor shall protect materials scheduled for use or previously incorporated on the project from damage and loss due to elements, theft, vandalism, malicious mischief and other causes including stored materials which have had their title transferred to the Owner. Contractor shall be held responsible for such damages and losses which he shall remedy at his expense.

2.05 PARKING OF VEHICLES

- A. Contractor shall assume all responsibility for parking of his vehicles and his subcontractor's vehicles. "Job site parking" means an area or areas within the bounds of the property or other authorized areas to be used for parking of vehicles associated with this project. Such areas shall be designated at the preconstruction conference.

2.06 STORAGE OF OWNER FURNISHED PRODUCTS

- A. Contractor shall provide temporary storage facilities for Owner furnished components as required by the Owner.

PART 3 - EXECUTION

3.01 MAINTENANCE AND REMOVAL

- A. Contractor shall maintain all construction facilities and temporary controls as long as required for safe and proper completion of the project. Contractor shall remove all such facilities and controls as rapidly as progress of the project will permit or as directed by Owner.

END OF SECTION 01 500

PART 1 - GENERAL

1.01 PRODUCTS

- A. Products are specified by ASTM and/or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor shall have the option of choosing among those names. When one manufacturer's specific product is specified, and other manufacturers are listed as being acceptable suppliers, the other manufacturers products must have the same basic properties as the specific product mentioned. Otherwise, the following substitution provisions must be observed.

1.02 SUBSTITUTIONS

- A. During bidding, the Architect shall consider written requests for substitutions received at least ten calendar days prior to the bid date. Requests received after that time shall not be considered.
 - 1. Contractor shall submit requests for substitution on form attached to this section, which may be copied. Form shall be complete, accurate and legible.
 - 2. Blank substitution forms are also available at most local plan centers and at the Architect's office.
 - 3. If proposed substitution is accepted by Architect, such acceptance shall be set forth in an addendum or modification. Bidders shall not rely upon accepted substitutions made in any other manner.
- B. The Contractor shall be required to provide a substitution form for any change to the original documents before the decision is made whether it will be incorporated into the contract documents.
- C. Prior to award of the Contract, the Architect may consider formal requests from the Contractor for substitution of products in lieu of those specified. Requests shall be submitted in accordance with the preceding requirements. One or more of the following conditions must also be documented:
 - 1. Substitution is required for compliance with interpretation of code requirements or insurance regulations that exist.
 - 2. Substitution is required due to unavailability of specified products through no fault of the Contractor.

3. Substitution is required because subsequent information disclosed an inability of specified products to perform properly or to fit in designated space.
 4. Substitution is required because manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
 5. When in the judgment of the Owner the proposed substitution is substantially in the Owner's best interest in terms of costs, time or other consideration.
- D. Should the Contractor wish to substitute another product or method for products or methods specified or shown in Contract Documents, whether or not such phrases as "or equal", "equivalent to", or "based on" are used, he shall apply in writing for review. He shall enclose such data as Architect requires to evaluate the proposed products. The Architect's decision shall be final. Contractor is responsible for special requirements of substitutions. He shall execute necessary changes in adjacent work and relocate Work as necessary due to such substitutions, and he shall be responsible for delays required for evaluation of proposed substitutions
1. Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures and other similar information necessary for a complete evaluation of the proposed substitution.
 2. Reasons substitution is advantageous and necessary including the benefits to the Owner of the Work in the event substitution is acceptable.
 3. The adjustment, if any, in the Contract Sum in the event the substitution is acceptable.
 4. The adjustment, if any, of time of completion of the Contract and Construction Schedule in the event the substitution is acceptable.
 5. An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent specifications and the requirements shown on the working drawings, and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitutions as if originally specified by the Architect. Proposals for substitution shall be submitted in triplicate to the Architect with sufficient time to allow the Architect no less than ten working days to review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.
- E. In submitting requests for substitution, the Contractor shall make the following representations:

1. Contractor has investigated proposed product and has determined that it is equal or superior in all respects to the specified product.
 2. Contractor will provide an equal or better guarantee for proposed substitution as compared to the product specified.
 3. Contractor will coordinate installation of accepted proposed substitution into the project, making any such changes as may be required for the project to be completed in accordance with the Contract Documents.
 4. Contractor waives all claims for additional costs related to proposed substitution which become apparent during or following substitution submittal process.
 5. Cost comparison data is complete and includes all related costs under the contract:
 6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.
- F. Substitutions shall not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without a formal request submitted in accordance with this Article.
 2. Acceptance will require substantial revision of contract documents.

REQUEST FOR SUBSTITUTION

PROJECT: City of Flowery Branch Gainesville Street Drainage Projects

DATE: _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

SUPPLIER: _____

1. The following required information is attached:
 - A. Product identification, manufacturer's name, address, telephone number
 - B. Manufacturer's literature, performance/test data, reference standard
 - C. Name/address of similar projects where product has been used and Date of Application

2. Comparison of proposed substitute product with specified product:

3. If submitted after the date the contract agreement between the owner and contractor is signed:

- A. Data related to changes in construction schedule:

- B. Accurate cost data on proposed substitution in comparison with product specified:

- C. Reason for request for substitution: (Check One)

- 1) Substitution is required for compliance with interpretation of code requirements or insurance regulations that exist.
- 2) Substitution is required due to unavailability of specified products through no fault of the Contractor.
- 3) Substitution is required because subsequent information disclosed an inability of specified products to perform properly or to fit in designated space.
- 4) Substitution is required because manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- 5) When in the judgment of the Owner the proposed substitution is substantially in the Owner's best interest in terms of costs, time or other consideration.

END OF SECTION 01 630

CONTRACTOR WARRANTY FORM

PROJECT: CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

LOCATION: FLOWERY BRANCH, GEORGIA

OWNER: CITY OF FLOWERY BRANCH

GENERAL CONTRACTOR:

We _____, contractor

(Company Name)

for _____, as described in Specification Section (s)

(list trade)

_____ do hereby warrant

(list appropriate sections of specifications)

that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion and that all street signs will be free from defects due to defective materials or workmanship for a period of seven years from Date of Substantial Completion.

This warranty commences at 12:00 noon on _____

and expires at 12:00 noon on _____. Should by

any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be repaired or replaced by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner

DATE: _____ FOR: _____

(COMPANY NAME)

BY: _____

TITLE: _____

END OF SECTION 01740

SUBCONTRACTOR WARRANTY FORM

PROJECT: CITY OF FLOWERY BRANCH – CITY-WIDE SIGN PROJECT

LOCATION: FLOWERY BRANCH, GEORGIA

OWNER: CITY OF FLOWERY BRANCH

GENERAL CONTRACTOR:

We _____, subcontractor
(Company Name)

for _____, as described in Specification Section (s)
(list trade)

_____ do hereby warrant
(list appropriate sections of specifications)

that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion and that all street signs will be free from defects due to defective materials or workmanship for a period of seven years from Date of Substantial Completion.

This warranty commences at 12:00 noon on _____
_____ and expires at 12:00 noon on _____. Should by any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be repaired or replaced by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

DATE: _____ FOR: _____
(COMPANY NAME)

BY: _____
TITLE: _____

END OF SECTION 01741

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.02 SUMMARY OF WORK

- A. This Section includes earthwork as shown on the drawings and specified herein. Included is:
 - 1. Preparation of subgrade for walks and pavement.
 - 2. Preparation of granular base for pavement.
 - 3. Excavation and backfilling for utilities systems.
 - 4. Excavation and backfilling for structure footings, foundations, and retaining walls.
 - 5. Site grading and filling to indicated elevations.

1.03 SUBMITTALS

- A. Test Reports: Submit copies of following reports directly to the City Engineer
 - 1. Test reports on borrow material.
 - 2. Field density test reports.
 - 3. One optimum moisture-maximum density curve for each type of soil encountered.
- B. Based on testing service reports and inspection, subgrade or fills which have been placed at below specified density, provide additional compaction and testing at no additional expense to Owner.

1.04 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork and site grading in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Services: Owner will engage testing and inspection service, to include testing of soil materials proposed for use in work and field facilities for quality control testing during earthwork and site grading operations. All test reports must be signed by a licensed engineer.
- C. Tests for Proposed Soil Materials: Test soil materials proposed for use in work and promptly submit test result reports. Provide one optimum moisture-maximum density curve for each type of soil encountered in subgrade fills. Determine the

maximum densities in accordance with ASTM D 698. Testing service will determine suitability of materials to be used as fill. For borrow materials, perform a mechanical analysis (ASTM 422), plasticity index (ASTM 424), moisture-density curve (ASTM D 698).

1.05 PROJECT CONDITIONS

- A. Subsoil: Promptly notify soil testing service of unsuitable sub-surface conditions.
- B. Existing Utilities: Locate existing underground utilities in areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and public and private utility companies, in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by City Engineer/Engineer and then only after acceptable temporary utilities services have been provided. Demolish and completely remove from site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.
- C. Use of Explosives: Use of explosives is not permitted.
- D. Temporary Protection: Barricade open excavations made as part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect bottoms of excavations and soil beneath and around foundations from frost and freezing. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavations.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Backfill and Fill Materials: Use satisfactory soil materials, complying with the American Association of State Highway and Transportation Officials (AASHTO) Designation M145, soil classification groups A-1, A-2-4, A-2-5, and A-3. Fill to be free of rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable, and other deleterious matter, as determined by the soils testing service.
- B. Granular Base: Properly graded mixture of natural or crushed gravel or crushed stone that will readily compact to required density. Use material complying with applicable sections of the current edition of "Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges".

PART 3 EXECUTION

3.01 EXCAVATION

- A. General: Establish extent of grading and excavation by area and elevation. Designate and identify datum elevation and project engineering reference points. Set required lines, levels and elevations. Obtain approval from the Architect.
- B. Excavation Classifications: The following classifications of excavation will be made when unanticipated rock excavation is encountered in work. Do not perform such work until material to be excavated has been cross-sectioned and classified by soils testing laboratory. Rock excavation will be paid for at established unit prices, upon approval of Architect.
- C. Earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.
- D. Rock excavation consists of removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation.
- E. Trench rock excavation consists of removal and disposal of material classified as rock where the least horizontal dimension of required excavation is greater than three feet. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of material encountered will be classified as earth excavation.
- F. Mass rock excavation consists of removal and disposal of material classified as rock where the least horizontal dimension of required excavation is greater than three feet. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of material encountered will be classified as earth excavation.
- G. Unauthorized excavation consists of removal of materials beyond indicated elevations or side dimensions without the specific direction of the Architect. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of same classification, unless otherwise directed by Architect.
- H. There will be no additional compensation for excavation, backfilling, concrete fill, or other cost due to unauthorized over-excavation in any direction. The Contractor is responsible for all additional testing costs associated with over-excavation.
- I. Quoted unit prices shall include full compensation for labor, materials, tools, equipment, and incidentals required for excavation, trimming, shoring, de-watering, backfilling, compacting, and other necessary items for complete installation.

- J. Additional Excavation: When excavation has reached required subgrade elevations, notify soil testing laboratory to allow for inspection of conditions. If unsuitable materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by soils testing laboratory.
- K. De-watering: Prevent surface water and subsurface or ground water from flowing into excavations, and flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other de-watering system components necessary to convey water away from site. Convey water removed from excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
- L. Material Storage: Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade and shape stockpiles for proper drainage. Maintain excavated soil materials separately from topsoil stockpile. Dispose of excess unsatisfactory soil material, trash and debris, as specified.
- M. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations, and grades as shown.
- N. Excavation for Trenches: Dig trenches to uniform width required for particular item to be installed, sufficiently wide to provide working room. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.

3.02 COMPACTION

- A. General: Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D 698; and not less than following percentages of relative density, determined in accordance with ANSI/ASTM D 4318, D 4253 AND D 4254, for soils which will not exhibit well-defined moisture-density relationship:
 - 1. Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material to not less than 90% of the maximum dry density.
 - 2. Pavements and concrete: Compact top 12" of subgrade and each layer of backfill or fill material to not less than 95% of the maximum dry density.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or

subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.03 BACKFILL AND FILL

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
- B. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" loose depth for material compacted by hand-operated equipment. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content of soil material. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice. Backfill excavations as promptly as work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 GRADING

- A. General: Uniformly grade areas within limits of site grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades. Degree of finish required will be that ordinarily obtainable from either blade-grader or scraper operations.
- B. Grading Around Trees: Where excavating, filling, or grading is required within branch spread of trees that are to remain, perform work as follows:

When trenching occurs around trees that are to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.
- C. Unpaved Areas: Finish areas to receive topsoil to within not more than 1" above or below required subgrade elevations, compacted as specified, and free from irregular surface changes.
- D. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, dicing, and any moisture or aerating required to provide optimum moisture content for compaction. Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials, using satisfactory soil material. Shape to line, grade, and cross-section as indicated.

3.05 PAVEMENT SUBBASE COURSE

- A. General: Subbase course consists of placing subbase course material, in layers of specified thickness, over subgrade surface to support a pavement base or surface course. See other Division - 2 sections for paving specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Placing: Place subbase course material on prepared subgrade conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.

3.06 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off Owner's property.

END OF SECTION 02 200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Protecting existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing.
4. Topsoil stripping.
5. Removing above-grade site improvements.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.
7. Disconnecting, capping or sealing, and removing site utilities.

- B. Related Sections include the following:

1. Division 1 Section "Field Engineering" for verifying utility locations and for recording field measurements.
2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
3. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.
4. Division 2 Section "Selective Demolition" for partial demolition of buildings or structures undergoing alterations.
5. Division 2 Section "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.
6. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
7. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
 - 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in Division 15 mechanical or Division 16 electrical Sections.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Dispose of excess topsoil as specified for waste material disposal.
 - 4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

PART 1 – GENERAL**1.1 SCOPE**

- A. Work described in this section includes the containment of sediment transport, control of erosion and treatment of pollutants prior to, during and throughout all construction operations; establishment of permanent vegetative cover and continued maintenance of said measures in accordance with Part III, paragraph 3.4 of this section.
- B. Contractor is solely responsible for protection of downstream properties from encroachment or damage from soil erosion and/or the discharge of pollutants by water or air to any areas off the Project site.
- C. All control measures shown on the Drawings are to be considered the minimum required; additional measures may be required. Provide same as required.

1.2 SUBMITTALS

- A. Schedule of operations: Submit schedule of exact dates operations including program of erosion, sediment and pollution control measures, maintenance of all said measures including control facilities, structures and devices and vegetative practices. Show anticipated starting and completion dates for land-disturbing activities including excavation, filling and rough grading, finished grading, construction of temporary and permanent control measures, and disposition of temporary erosion sediment and pollution control measures.

1.3 PROJECT CONDITIONS

- A. Furnish and install all control measures prior to or concurrent with any land disturbance activity. The Contractor is responsible for the initial provision and installation all control measures and then the continued provision and installation of all measures throughout all construction operations and all sequences of construction operations.
- B. Schedule grading operations to allow permanent erosion control to take place in the same construction season. Avoid or minimize exposure of soils to winter weather. Maintain all controls until vegetative cover has been established.
- C. Construct and maintain temporary control measures until such time as permanent measures are effective in control of erosion, sediment and pollution from the site. Extent of measures shall be responsibility of Contractor.
- D. Stop all erosion, sediment or pollution from leaving the site and encroaching on downstream or surrounding properties.
- E. Temporary grassing shall be applied to all disturbed areas left idle for 72 hours.

- F. Contractor is responsible for all quantities of all control measures regardless if shown on the Drawings. The extent of soil erosion control measures shown on the Drawings should be considered minimum.
- G. All expenses related to the removal, relocation, replacement and/or rerouting of any and all existing utilities or other built, stored, stockpiled items of any kind, surface or subsurface is the responsibility of the contractor and will be included in the Contract Sum.

1.4 QUALITY CRITERIA

- A. Procedures shall comply with "Manual for Erosion and Sediment Control in Georgia", latest edition published by the Georgia Soil and Water Conservation Committee." Contractor is required to keep a log book on site documenting his inspection of all control devices (minimum once/week and within 24 hours of any storm event) and noting any corrections or modifications. General Contractor must also file a "Notice of Termination" when the site is finally stabilized and all stormwater management systems have been constructed and have been proven to be functioning in accordance with the Design Concept(s).
- B. Reference the Drawings for any other procedural manuals, publications, permits or other field guidelines required for the Contractor to obtain, understand and utilize in the performance of his work. Be reference of same, said materials are made a part of these Specifications.

PART 2 – PRODUCTS

2.1 FILTER FABRIC

- A. Filter fabric for silt fences shall be a 36" Georgia DOT approved pervious sheet of synthetic polymer filaments non-woven from continuous filaments with wire fence backing. Filter fabric shall be of type recommended by its manufacturer for the intended application. The filter fabric shall meet the following requirements:
 - 1. APS 600 Series Silt Stop, as manufactured by Applied Polymer Systems, Woodstock, Georgia, Contact Steve Iwinski (678) 494-5998.
 - 2. GeoPolymer as manufactured by GeoStop.
 - 3. Soil Mulch Polymer as manufactured by Soil Mulch.
- B. Polymer shall be applied utilizing a hydro seeder mix of appropriate seed, fertilizer, lime and mulch for the same acre or without seed/fertilizer/lime/mulch mix.
- C. Follow all manufacturers' instructions and recommendations. Do not mechanically disturb treated areas after application. (This does not include foot traffic as necessary to install erosion control blanket).
- D. Contractor shall furnish and install as necessary a minimum 200 lbs. of erosion control polymer for incidental "touch-up" or "point source erosion areas".

- E. Furnish two forms of synthetic polymer:
 - 1. Emulsion polymer for hydro seeder application with an active strength of 30%.
 - 2. Powder polymer for hand spreading with an active strength of 95%.

PART 3 – EXECUTION

3.1 TEMPORARY EROSION CONTROL DEVICES

- A. Construct temporary sediment barriers of silt fence at all points where surface water flows from construction area bypassing a temporary sediment traps if the area is subject to soil erosion; or as otherwise indicated on Drawings or as deemed necessary by inspectors.
- B. Install temporary sediment traps and temporary sediment basins in accordance with the location and details shown on the Drawings. Remove accumulated sediment when they are one-third full of silt continually until permanent vegetative cover is established.
- C. Install construction exit as indicated on Drawings. Maintain to prevent tracking and flow of mud onto public roads.
- D. Construct diversion berms, dikes (2'-0" wide x 1'-6" tall) or ditches at the tops of all slopes or otherwise indicated on the Drawings. Machine compact these elements and plant temporary seed until permanent vegetative cover can be established.
- E. Maintain temporary barriers until permanent erosion control measures are established. Repair and replace barriers damaged or displaced by construction activity.

3.2 SEDIMENTATION FACILITIES

- A. Flush drainage lines between manholes and drainage structures as required during construction and after establishment of permanent erosion control measures to remove collected debris.
- B. Install rip rap at all locations indicated on Drawings as soon as feasible. It shall be reasonably well-graded granite stone sized from smallest to maximum size specified. Stones smaller than smallest size specified are not permitted. Control gradation of rip rap by visual inspection to assure thickness of rip rap conforms with contract document requirements. Provide geotextile filter fabric under rip rap.

3.3 GROUND COVER

- A. Protect all exposed soils with mulching (temporary measure) and vegetative ground cover (permanent measure).
- B. Ground cover consists of temporary seeding on all graded areas which will not receive final grading or permanent planting within three (3) days.
- C. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.

- D. Reseed as required until full vegetative coverage is established.

3.4 MAINTENANCE

- A. Inspect all control elements after each rainfall event and a minimum of every two (2) weeks when no rainfall event(s) occur. Clear all debris and accumulated sediment from behind barriers when half full so their functional capacity is not reduced. Repair and replace any and all damaged measures of any kind.
- B. Maintain all erosion, sedimentation, pollution control measures for delivery of correct pond volume for a period of thirty (30) calendar days.

3.5 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

- A. Remove all debris resulting from temporary erosion control from Project site.
- B. Control dust from disturbed areas by means of mulching, irrigation, calcium chloride or other method subject to the Engineer's review.

END OF SECTION 02 540

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes storm drainage outside the building.
- B. Related Sections include the following:
 - 1. Division 3 Section "Cast-in-Place Concrete" for concrete structures.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. EPDM: Ethylene-propylene-diene-monomer rubber.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. RCP: Reinforced Concrete Pipe

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.
- B. Force-Main Pressure Ratings: At least equal to system operating pressure, but not less than 150 psig (1035 kPa).

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Polymer-concrete, channel drainage systems.
 - 2. Plastic, channel drainage systems.
 - 3. Stainless-steel drainage systems.
 - 4. Backwater valves, cleanouts, and drains.
 - 5. Plastic dry wells.
 - 6. Stormwater disposal systems.
- B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products meeting the specifications.

See Editing Instruction No.1 in the Evaluations for cautions about naming products and manufacturers.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.3 PIPES AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Wall C, for gasketed joints.
 - 1. Gaskets: ASTM C 443, rubber.

2.4 SPECIAL PIPE COUPLINGS AND FITTINGS

- A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
 - 1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
- B. Bushing-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric bushing fabricated to mate with OD of smaller pipe and ID of adjoining larger pipe, for nonpressure joints.
 - 1. Material for Concrete Pipe: ASTM C 443, rubber.

2.6 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
 - 1. Diameter: 48 inches minimum, unless otherwise indicated.
 - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 - 3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 - 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
 - 5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 - 6. Gaskets: ASTM C 443, rubber.
 - 7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.
 - 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 - 9. Steps: ASTM C 478, individual steps or ladder. Omit steps for manholes less than 60 inches deep.
 - 10. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Heavy-Traffic Precast Concrete Manholes: ASTM C 913; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.
 - 1. Ballast: Increase thickness of one or more precast concrete sections or add concrete to structure, as required to prevent flotation.
 - 2. Gaskets: Rubber.
 - 3. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and cover.

4. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 5. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 6. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- C. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Ballast: Increase thickness of concrete, as required to prevent flotation.
 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch- diameter frame and cover.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
- E. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

2.7 CATCH BASINS

- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
 3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 4. Gaskets: ASTM C 443, rubber.
 5. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and grate.

6. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 7. Steps: ASTM C 478, individual steps or ladder. Omit steps for catch basins less than 60 inches deep.
 8. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Heavy-Traffic, Precast Concrete Catch Basins: ASTM C 913, precast, reinforced concrete; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.
1. Gaskets: Rubber.
 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and grate.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
 5. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- C. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Bottom, Walls, and Top: Reinforced concrete.
 2. Channels and Benches: Concrete.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into sidewalls at 12- to 16-inch intervals. Omit steps for catch basins less than 60 inches deep.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.
- D. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.
1. Size: 24 by 24 inches minimum, unless otherwise indicated.
 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

- E. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter flat grate with small square or short-slotted drainage openings.

- 1. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.8 STORMWATER INLETS

- A. Curb Inlets: Made with vertical curb opening, of materials and dimensions according to utility standards.
- B. Gutter Inlets: Made with horizontal gutter opening, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.
- C. Combination Inlets: Made with vertical curb and horizontal gutter openings, of materials and dimensions according to utility standards. Include heavy-duty frames and grates.
- D. Frames and Grates: Heavy-duty frames and grates according to utility standards.
- E. Curb Inlets: Vertical curb opening, of materials and dimensions indicated.
- F. Gutter Inlets: Horizontal gutter opening, of materials and dimensions indicated. Include heavy-duty frames and grates.
- G. Combination Inlets: Vertical curb and horizontal gutter openings, of materials and dimensions indicated. Include heavy-duty frames and grates.
- H. Frames and Grates: Dimensions, opening pattern, free area, and other attributes indicated.
 - 1. Material: ASTM A 536, Grade 60-40-18 minimum, ductile-iron casting.
 - 2. Material: ASTM A 48, Class 30 minimum, gray-iron casting.
 - 3. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.10 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Portland Cement Design Mix: 3000 psi minimum, with 0.45 maximum water-cementitious ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

- C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 3000 psi minimum, with 0.45 maximum water-cementitious ratio.
 - 1. Include channels and benches in manholes.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: 1 percent through manhole.
 - 2) Invert Slope: 2 percent through manhole.
 - 3) Invert Slope: None.
 - b. Benches: Concrete, sloped to drain into channel.
 - 1) Slope: 8 percent.
 - 2) Slope: 4 percent.
 - 2. Include channels in catch basins.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: 1 percent through catch basin.
 - 2) Invert Slope: 2 percent through catch basin.
 - 3) Invert Slope: None.
- D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.11 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone.
 - 1. Average Size: NSA No. R-5, screen opening 5 inches.
- C. Filter Stone: NSA No. FS-2, No. 4 screen opening, average-size, graded stone.
- D. Energy Dissipators: NSA No. A-1, 3-ton average weight armor stone, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.2 IDENTIFICATION

- A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
 - 1. Use warning tape or detectable warning tape over ferrous piping.
 - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

- A. General: Include watertight, silttight, or soiltight joints, unless watertight or silttight joints are indicated.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
 - 12. NPS 4 and NPS 6: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.
 - 25. NPS 8 to NPS 15: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.
 - 34. NPS 18 to NPS 36: High Density Polyethylene pipe and fittings, connecting bands, and banded joints.

3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

- A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.
 - 1. Use the following pipe couplings for nonpressure applications:
 - a. Sleeve type to join piping, of same size, or with small difference in OD.
 - b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
 - c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 - 2. Use pressure-type pipe couplings for force-main joints. Include PE film, pipe encasement.
- B. Special Pipe Fittings: Use where indicated. Include PE film, pipe encasement.

3.5 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 - 2. Install piping with 12-inch minimum cover.
- F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
- K. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.

3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
- B. Refer to Division 2 Section "Utility Materials" for basic piping joint construction and installation
- C. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
 - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- D. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.
- E. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.7 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 24 inches above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.
- E. Construct cast-in-place manholes as indicated.
- F. Install fiberglass manholes according to manufacturer's written instructions.

3.8 CATCH-BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.9 STORM DRAINAGE INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipators at outlets, as indicated.

3.10 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.11 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Assemble and install stainless-steel drainage systems according to ASME A112.3.1 and manufacturer's written instructions.
- C. Install with top surfaces of components, except piping, flush with finished surface.
- D. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- E. Embed channel sections and drainage specialties in 4-inch (100-mm) minimum concrete around bottom and sides.

- F. Fasten grates to channel sections if indicated.
- G. Assemble trench sections with flanged joints.
- H. Embed trench sections and drainage specialties in 4-inch (100-mm) minimum concrete around bottom and sides.
- I. Make piping connections and install stainless-steel piping with gasketed joints between system components.

3.12 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.

3.14 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch-thick, brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
 - 3. Pump remaining pipe full of grout.
- B. Abandoned Structures: Excavate around structure as required and use one procedure below:
 - 1. Remove structure and close open ends of remaining piping.
 - 2. Remove top of structure down to at least 36 inches (1000 mm) below final grade. Fill to within 12 inches (300 mm) of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
 - 3. Backfill to grade according to Division 2 Section "Earthwork."

3.15 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plug in end of incomplete piping at end of day and when work stops.
 - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (600 mm) of backfill is in place, and again at completion of Project.
1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION 02630

PART 1 – GENERAL**1.1 DESCRIPTION**

- A. Work described in this section consists of the establishment of grassing of 100% of all areas indicated to receive seeding and of all of the area on the Project site disturbed by cut or fill, except the area covered by paving or those areas designated for other plant materials. Consult with the Owner to coordinate placement of landscaping materials. Provide clean pine straw instead of grass in areas determined by Owner.

1.2 SOIL SAMPLES

- A. The Contractor shall take soil samples from several areas of the site to be grassed and have them analyzed by the Agricultural Extension Service. The results of the analysis shall determine the fertilizer to be used on the site. Copies of the soil analysis shall be submitted to the Engineer and the Owner no later than ten (10) days prior to anticipated date of fertilization of grassed areas.

PART 2 – PRODUCT**2.1 FERTILIZER**

- A. Commercial Fertilizer: For lawns, the fertilizer shall be a complete, slow-release type. The nitrogen content shall be derived from either organic or inorganic sources and meeting the following minimum requirements of plant food by weight, unless the soil analysis and report indicates a need for a different fertilizer mixture in which case the recommended mixture shall be furnished and applied. Compliance with all State and Federal laws relative to fertilizer is required.
1. Minimum requirements: 19% Phosphoric Acid – 19% Potash
- B. Ammonium Nitrate: Ammonium nitrate shall be a commercial product in dry granular form of recent manufacture and shall be delivered in the original, unopened containers each bearing the manufacturer's guaranteed statement of analysis, it shall contain not less than 33.5% Nitrogen.
- C. Ground Limestone: Lime shall be ground dolomitic limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.

2.2 GRASS SEED

- A. Shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation of Bids. Seed shall be furnished in sealed standard containers unless exception is granted in writing by the Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed shall be guaranteed 92% germination.

1. Kentucky 31 Fescue (*Fescuta Elatior*) Seed: Fresh, clean, new seed testing 98% for purity and 85% for germination. September 15 – May 15.
2. Common Bermuda (*Cynolon Dactylon*) Seed: Fresh, hulled, clean, new seed testing 98% for purity and 85% for germination. May 15 – September 15.
3. Winter Rye (*Lolium multiflorum*) Seed: 90% minimum purity and 85% germination. Seed ten (10) pounds per 1,000 sq. ft.

2.3 WATER

- A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment required for the work.

2.4 HYDROMULCH

- A. Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
 1. Percent moisture content: 9.0% (± 3 , 0%).
 2. Percent organic mater: 99.2% ($\pm 0.8\%$).
 3. Percent ash content: 0.8% ($\pm 0.2\%$).
 4. pH: 4.8 (± 0.5).
 5. Water holding capacity: 150 grams water/100 grams fiber, minimum.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Before any seeding is attempted, the seed bed must be in a well pulverized, smooth, friable condition of uniformly fine texture.

3.2 FERTILIZER

- A. Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre, plus 1-ton agricultural lime per acre two (2) days prior to seeding, over the areas to be grassed, and shall be incorporated into the soil to a depth of at least 3 inches by discing or harrowing. The incorporation of fertilizer may be part of the tillage operation specified above. Undulations in the surface as a result of tillage or fertilizing shall be smoothed.

3.3 AMMONIUM NITRATE

- A. Approximately 4 weeks after seeding and when grass coverage has been established, apply 3 pounds of ammonium nitrate per 1,000 square feet to all seeded areas and immediately water using a fine spray. At the end of the maintenance period and prior to final inspection, apply 10 pounds of specified fertilizer per 1,000 sq. ft. and water immediately.

3.4 SEED

- A. Seed shall be Fescue or Bermuda. Method of seeding shall be hydroseeding or broadcast at the Contractor's option; however, the method selected shall be a part of his erosion control plan.

3.5 BROADCAST SEEDING

- A. If conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the Contractor shall stop the work, and work shall be resumed only when conditions are favorable again or when approved alternate or corrective measures and procedures have been put into effect. If inspection during seeding operations or after there is a show of green indicates that strips have been left, or skipped, the Contractor shall sow additional seed on these areas.
- B. Seeding shall be at the rate of 10 pounds per 1,000 sq. ft. for Fescue or 5 pounds per 1,000 sq. ft. for Bermuda.
- C. Seed shall be broadcast either by hand or approved sowing equipment. The seed shall be uniformly distributed with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing. The seed shall be covered to an average depth of $\frac{1}{4}$ inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device.

3.6 HYDROSEEDING

- A. Apply seed/fertilizer/hydromulch mixture in water slurry. Dispense using hydraulic mulching equipment in the following minimum quantities.
 - 1. Fertilizer: 130 lbs./acre.
 - 2. Fescue Seed: 300 lbs./acre/Bermuda seed 150 pound/acre.
 - 3. Hydromulch: 1500 lbs./acre.

3.7 COMPACTION

- A. Immediately after the seeding operations specified above have been completed, the entire area shall be compacted by means of a cultipacker, roller, or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If the soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller shall have tires of sufficient size so that complete coverage of the soil surface is obtained. When a cultipacker or similar equipment is used, the final rolling shall be at right angles to the prevailing winds to prevent dust.

3.8 WATERING

- A. Soak soil immediately after seeding to a minimum depth of 1" to 2", and to a minimum depth of 2" after sodding. Do not water to the point of creating wash out areas.
- B. Keep all surfaces continuously moist thereafter until 30 calendar days after the lawn has been established. Use fine spray nozzles only.

3.9 CLEAN-UP

- A. Remove from the site and dispose of all debris and foreign material. During the grassing operations, debris shall not be dumped on any part of the property or on any unauthorized area.

3.10 MAINTENANCE

- A. The Contractor shall be responsible for establishment and proper care of the grassed areas during the period when the grass is becoming established and until final acceptance by the Owner.
- B. Maintenance shall consist of watering, weeding, repair of any erosion and reseeding as necessary to establish a 100% uniform stand of grass and shall continue until acceptance.
- C. All seeded areas that do not show satisfactory growth within 18 days after seeding shall be re-seeded and re-fertilized as directed until a satisfactory lawn is established. Full coverage is required in 60 days.
- D. All lawn areas shall be protected until acceptance. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect all lawn areas from pedestrian or vehicular traffic.

3.11 GUARANTEE AND ACCEPTANCE

- A. Guarantee all lawns and grassing from the date of written acceptance for a period of not less than one year.

END OF SECTION 02 930

PART 1 – GENERAL

1.1 SCOPE

- A. The work covered by this section consists of the establishment of a temporary vegetative cover on disturbed areas by seeding with appropriate rapidly growing grass seed. Temporary seeding shall be provided for all exposed soil surfaces that are not to be fine graded or landscaped within 30 days after fine grading.

1.2 PROJECT CONDITIONS

- A. Protect all adjacent public and private property from siltation and other damage due to construction activities with silt dams or fences as indicated on the Drawings.
- B. Temporary seeding shall be applied to any and all disturbed areas left idle for two weeks and shall be applied no later than the 15th calendar day from last land disturbance activity (i.e. clearing, grubbing, or grading).

1.3 QUALITY CRITERIA

- A. Installation shall be in strict compliance with the rules and regulations of the local seed laws.
- B. Installation shall comply with all applicable codes, rules, regulations and ordinances related to erosion control and temporary seeding.

PART 2 – PRODUCTS

2.1 TEMPORARY SEED

- A. Select temporary grass seed appropriate to the season and site conditions. Temporary grass shall be a quick growing species such as millet, rye grass, Italian rye grass or cereal grasses suitable to the area providing a temporary cover which will not later compete with grasses sown for permanent cover. Seed shall meet the requirements of the rules and regulations of the Georgia Seed Law.

2.2 LIME

- A. Provide agricultural grade ground or pulverized limestone. Lime shall contain not less than 85% carbonates with 50% passing a 100-mesh sieve. Lime shall have tested values of 90% minimum germination and 1% maximum weed content.

2.3 FERTILIZER

- A. Provide standard commercial grade fertilizer, either 4-12-12, 6-12-12 or 5-10-15 as required for conditions.

PART 3 – EXECUTION

3.1 SEED-BED PREPARATION

- A. Where soils are known to be highly acid (pH 5.5 and lower), apply lime at the rate of two tons per acre (1 #/10 s.f.).
- B. Apply fertilizer at a rate of 450 lbs./acre (10 #/1,000 s.f.). Lime and fertilizer shall be incorporated into the top 2 to 4 inches of the soil by tilling.
- C. Loosen ground surface by discing, raking or harrowing. If the area has been recently loosened or disturbed, no further roughening shall be required. Remove all large clods, boulders and debris which will interfere with the work. Remove all stones 2" and larger in any given dimension.

3.2 SEEDING

- A. Apply seed evenly with a cyclone seeder, drill, cultipacker seeder or hydroseeder. Small grains shall be planted no more than one inch deep. Grasses and legumes shall be planted no more than ¼ inch deep. Distribution by hand shall not be permitted.

3.3 ROLLING

- A. Roll all seeded areas before applying mulch. On steep slopes cover seeds by dragging spiked chains or similar methods.

3.4 MULCHING

- A. All seeding in fall for winter cover shall be mulched. Seedings on slopes 4:1 or greater, on adverse soil conditions and in excessively hot or dry weather shall also be mulched.
- B. Mulch shall be straw, or hay spread at the rate of approximately two tons/acre, wood cellulose fiber applied at the rate of approximately 1500 lbs./acre. Bituminous treated mulch shall be used on all slopes steeper than 2:1.
- C. Seedings made during optimum spring and summer seeding dates, with favorable soil and site conditions shall not require mulch if written permission is received by the Engineer.

3.5 WATERING

- A. Provide watering as required to establish and maintain healthy vegetative cover.

3.6 RESEEDING

- A. Reseed and provide straw cover for bare areas 1 s.f. and larger to establish and maintain vegetative cover and to prevent sheet and rill erosion. Repair erosion damage as required and reseed.

END OF SECTION 02 933

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish labor, materials, and equipment required to complete cleanup of all paving, building, grounds, and all other areas outlined on the drawing.
- B. Debris shall not be dumped on any part of the property or any unauthorized place. All debris, construction material, Contractor's buildings or equipment, stumps, roots, boulders or any other extraneous material deposited during construction shall be removed from the site.

END OF SECTION 02 975

PART 1 – GENERAL

1.1 WORK OF THIS SECTION

- A. Work covered by this Section includes the furnishing and installation of concrete and masonry reinforcement as specified in the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to Work of this Section.
- B. Cast-in-Place Concrete 03300

1.3 SUBMITTALS

- A. Submit under provisions of Division One.
- B. Manufacturer's certification that reinforcement meets Specification requirements, and/or certified mill test reports
- C. Shop Drawings shall show dimensions, spacing, bar and mesh schedule, bending details, stirrup and support details, and other pertinent data and in accordance with ACI 315.
- D. Submit manufacturer's printed product data, clearly marked, indicating proposed fibrous concrete reinforcement materials. Submit manufacturer's printed batching and mixing instructions.

1.4 QUALITY ASSURANCE

- A. Provide at least one person who will be present during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards and the requirements of this work, and who shall direct all work performed under this section.
- B. Work shall comply with requirements and recommendations of the following:
 - 1. American Concrete Institute, ACI 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures."
 - 2. American Concrete Institute, ACI 318, "Building Code Requirements for Reinforced Concrete Structures."
 - 3. American Concrete Institute, ACI-ASCE 530 and 530.1, "Building Code Requirements for Masonry Structures."
 - 4. American Welding Society, AWS D1.4, "Structural Welding Code for Reinforcing Steel".
 - 5. American Welding Society AWS D12.1. "Recommended Practices for Welding Reinforcing Steel, Metal Inserts, and Connection in Reinforced Concrete Construction."
 - 6. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
 - 7. American Concrete Institute, ACI SP-66 "Detailing Manual."
 - 8. American Concrete Institute, ACI 544, "Report on Fiber Reinforced Concrete."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All deliveries shall be accompanied by detailed bills of material which shall include information pertaining to bar size, bar mark, length of bends, total length of bar, weight of individual sets of

bars and total weight delivered for each structure. Bundles shall be color coded.

- B. Store reinforcement off the ground, under suitable cover or in a suitable enclosure. Maintain easy access for inspection and identification of materials.
- C. Maintain reinforcement free from dirt, grease, scale, loose rust, oil, paint, other foreign matter, and all deleterious materials. Clean all reinforcement as required to meet these conditions and maintain such clean condition until such time as concrete is placed.

1.6 JOB CONDITIONS

- A. All reinforcing steel within the limits of a day's pour shall be in place and firmly wired prior to commencement of concrete placing operations.
- B. Installation or wiring of steel less than six hours before commencing placement of concrete shall not be permitted, except by special written authorization of the Architect/Engineer. At least six hours of review time for each pour location shall be provided to the Architect/Engineer by the Contractor after the last reinforcement is placed and prior to placement of concrete.
- C. The reinforcing steel, in place, shall be subject to review and approval by the Architect/Engineer prior to placing of any concrete.
- D. The Contractor shall notify the Architect/Engineer a minimum of at least 24 hours prior to readiness for each reinforcing review.

PART 2 - PRODUCTS AND MATERIALS

2.1 MATERIALS

- A. Reinforcing Bars: Deformed bars conforming to ASTM A615, Grade 60, including Supplementary Requirement S1.
- B. Wire Fabric Plain Type: ASTM A185. Flat sheets only.
- C. Wire Fabric Deformed Type: ASTM A497.
- D. Tie Wire: 16-gauge annealed type.
- E. Supporting Devices: Size and shape appropriate to conditions. Where concrete is exposed to view, chairs shall have plastic coated feet.
- F. Supporting devices for slabs on grade shall have sand plates.
- G. Dowels: plain round bars conforming to ASTM A675 Grade 80.
- H. Fiber Reinforcing (Alternate temperature reinforcing for slabs on grade)
 - 1. Fibermesh 300 (or engineer approved equal) 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured to an optimum gradation for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds).
 - 2. Fibrous concrete reinforcement shall be as manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, TN 37416, or an engineer approved equal.

- 3. Physical Characteristics:
 - a. Specific gravity: 0.91.
 - b. Tensile strength: 50 to 110 ksi.
 - c. Fiber length: graded per manufacturer.
- I. Adhesive and grouted anchors shall be KELIBOND and KELIGROUT as manufactured by KELKEN GOLD of South Plainfield, New Jersey (201-753-0088), or an approved equal.
- J. Mechanical Rebar Splices: CADWELD T Series and B Series as manufactured by Erico Products, Inc., or an approved equal.
- K. Pipe Sleeves: Standard weight pipe conforming to ASTM A120.

2.2 FABRICATION

- A. Fabricate reinforcement in accordance with CRSI Manual of Standard Practice, ACI SP-66 and ACI 318.
- B. Accurately fabricate to the details and dimensions shown on the Drawings.
- C. All bars shall be bent cold and shall not be bent or straightened in a manner that will injure the material (i.e. torched).
- D. Bend all reinforcement in accordance with ACI 318.
- E. No bars that are partially embedded in concrete shall be field bent except as shown on the Drawings or as permitted by Architect/Engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Accurately position reinforcement and firmly support in place. The system of holding reinforcement in place shall insure that steel will not be able to move during concrete placement. If necessary, top reinforcing shall be adequately held in position to support the weight of the workmen without displacement. All reinforcement shall be rigidly wired in place with adequate spacers and tie chairs. Bar supports shall be 3'-0" on center maximum, and in accordance with ACI 315.
- B. For concrete slabs on ground or fill, support reinforcement on approved chairs. "Hooking-up" or "Walking-in" of any reinforcement including mesh, will not be permitted.
- C. Protective concrete cover shown on the Contract Documents, or required by ACI Code, shall be rigidly adhered to. Coordinate conduit and insert placement so as to avoid decreasing or increasing protective cover on reinforcement.
- D. In the event conduits, piping, inserts, sleeves, or any other items interfere with the placing of reinforcement, as indicated on the Contract Documents, consult Architect/Engineer for required changes.
- E. Protect installed reinforcing from damage and displacement before, during, and after placement of concrete. Exposed reinforcing intended for bonding with future extensions shall be protected from

corrosion.

- F. At the time concrete is placed, all reinforcement shall be free from dirt, mud, ice, rust, scale, loose mill scale, oil, paint, and other coatings which may destroy or reduce bond between steel and concrete.
- G. The Contractor shall repair or replace damaged, distorted or displaced reinforcement.
- H. Fiber Reinforcing
 - 1. Add fibrous concrete reinforcement to concrete materials at the time concrete is batched in amounts in accordance with approved submittals for each type of concrete required.
 - 2. Mix concrete in strict accordance with fiber reinforcement manufacturer's instructions and recommendations for uniform and complete distribution.
 - 3. Manufacturer shall provide a qualified technical representative to instruct the concrete supplier in proper batching and mixing of materials to be provided.

3.2 SPLICES IN REINFORCEMENT

- A. Lap splices (wired together) and embedment lengths shall conform to:
Concrete - ACI 318 - Chapter 12
Masonry - ACI 530 - Chapter 8
- B. No splices of reinforcement shall be made except as shown on the plans or as specified/authorized by the Architect/Engineer.
- C. Mechanical splices shall be installed in strict accordance with manufacturer's instructions.
- D. Welding of reinforcing is not permitted unless specified or authorized by the Architect/Engineer.

END OF SECTION 03200

PART 1 - GENERAL

1.1 WORK OF THIS SECTION

- A. Formwork for cast-in-place concrete.
- B. Cast-in-place concrete, including concrete for the following, and other items as indicated on the Drawings.
 - 1. Foundation walls, piers, footings, mats.
 - 2. Floors, roofs and slabs on grade.
 - 3. Grout for reinforced masonry.
 - 4. Equipment pads and bases.
- C. Concrete curing and finishing.
- D. Control joints, expansion, and contraction joints.

1.2 NOT USED

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to Work of this Section.
- B. Concrete Reinforcement 03200

1.4 SUBMITTALS

- A. Submit under provisions of Division One.
- B. Submit manufacturer's catalog cuts, technical data, and recommendations on quantities, installation, and application for the following:
 - 1. Formwork accessories.
 - 2. Concrete admixtures.
 - 3. Waterstops.
 - 4. Grout and patching materials.
 - 5. Bonding agents.
 - 6. Anchor bolts and inserts.
 - 7. Joint fillers.
 - 8. Vapor barrier.
 - 9. Curing and sealing compounds
- C. Submit proposed mix designs and test data. Identify for each mix submitted the method by which proportions have been selected.
 - 1. For mix designs based on field experience, include individual strength test results, standard deviation, and required average compressive strength f_{cr} calculations.
 - 2. For mix designs based on trial mixtures, include trial mix proportions, test results, and graphical analysis and show required average compressive strength f_{cr} .
 - 3. Indicate quantity of each ingredient per cubic yard of concrete.
 - 4. Indicate type and quantity of admixtures proposed or required.
 - 5. Submit current test reports for aggregates showing compliance with specified quality and

gradation.

- D. Submit affidavits from an independent testing agency certifying that materials furnished under this section conform to Specifications.
- E. Provide documentation from manufacturers assuring compatibility of admixtures with other ingredients. Provide documentation from manufacturers assuring compatibility of all surface applied products.
- F. Submit concrete placement schedule prior to start of any concrete placement operations. Include location of all joints indicated on drawings, plus anticipated construction joints.
- G. Submit copies of delivery tickets complying with ASTM C 94 for each load of concrete delivered to site. Include on the tickets the additional information specified in the ASTM document.
- H. Submit description of planned protective measures for cold weather or hot weather concreting.

1.5 QUALITY ASSURANCE

- A. The American Concrete Institute (ACI), ACI 318 "Building Code Requirements for Reinforced Concrete" and ACI 301 "Specifications for Structural Concrete for Buildings" shall be part of these Specifications as though written and attached hereto.
- B. Work shall comply with recommendations and requirements of the following, except as specifically superseded by these Specifications:
 - 1. ACI 211 "Selecting Proportions for Concrete";
 - 2. ACI 226 "Silica Fume in Concrete";
 - 3. ACI 308 "Curing Concrete";
 - 4. ACI 304 "Measuring, Mixing, Transporting and Placing Concrete";
 - 5. ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures";
 - 6. ACI 302 "Floor and Slab Construction";
 - 7. ACI 305 "Hot Weather Concreting";
 - 8. ACI 306 "Cold Weather Concreting";
 - 9. ACI 347 "Formwork for Concrete"; and
 - 10. ACI 330
- C. Provide at least one person who shall be present during the execution of this portion of the Work and who shall be thoroughly trained and experienced in placing the types of concrete specified and who shall direct work performed under this Section.
- D. Concrete Quality Control
 - 1. Procure concrete from a single Architect/Engineer-approved source. Source shall be a central commercial batching plant conforming to "Concrete Plant Standards" of the Concrete Manufacturer's Association automatic proportioning type.
 - 2. Conform to ASTM C94, paragraphs 1 through 15 and paragraph 18.
 - 3. Obtain materials of each type from same source for the entire project.
 - 4. The Contractor shall engage testing agency to conduct tests and perform other services specified for quality control during construction.
- E. Project Conditions
 - 1. Notify Architect/Engineer at least 48 hours in advance of intent to place concrete.
 - 2. Do not place concrete when the ambient temperature is below 40°F nor when the concrete temperature or ambient temperature exceeds 85°F. The Architect/Engineer may approve

- the placement of concrete under the above conditions, provided the recommendations of ACI 305 or ACI 306 are strictly adhered to.
3. Do not place concrete when environmental conditions may adversely affect the placing, finishing, or curing of concrete, or its strength.
- F. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes. The Contractor shall correct deficient concrete as directed by the Architect/Engineer.

PART 2 - PRODUCTS AND MATERIALS

2.1 FORMWORK

- A. Form Materials:
1. Concrete not exposed to view: Any standard form materials that shall produce structurally sound concrete.
 2. Exposed finish concrete: Materials selected to offer optimum smooth, stain-free final appearance and minimum number of joints. Material shall resist hydrostatic head without bowing or deflection.
 3. Plywood: PS-1, B-B high density concrete form overlay, Class I.
- B. Formwork Accessories:
1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.
 2. Form ties: Commercially manufactured types; cone snap-ties, taper removable bolt, or other type which will leave no metal closer than 1-1/2 inches from surface of concrete when forms are removed, leaving not more than a one-inch diameter hole in concrete surface.

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II for normal weight concrete; Type II for lightweight concrete. Use only one brand of cement for each structure.
- B. Fly Ash: ASTM C618, Type F, Tables 1, 2, 3, and 4.
- C. Microsilica (silica fume): "Force 10,000" as manufactured by W.R. Grace & Company.
- D. Water: Fresh, clean, and potable.
- E. Aggregates:
1. Normal weight concrete: ASTM C 33.
 2. Light weight concrete: ASTM C330, expanded shale.
 3. Aggregate for normal weight concrete for interior slabs on grade shall conform to Georgia State DOT specification 603-0202 for Crushed Gravel.
 4. Fine aggregate: percentage passing No. 200 sieve shall be less than 2%.
 5. Coarse aggregate: Percentage passing No. 200 sieve shall be less than 0.7%.
 - a. Nominal size 1": ASTM Size No. 57
 - b. Nominal size 3/4": ASTM Size No. 67
 - c. Nominal size 1/2": ASTM Size No. 7
 6. Aggregates shall have been tested within the past six months from the date of the contract for the following:
 - a. Gradation: ASTM C136

- b. Material finer than 200 sieve: ASTM C117
 - c. Organic impurities: ASTM C40
 - d. Soundness: ASTM C88
 - e. Clay lumps: ASTM C142
 - f. Light weight constituents: ASTM C123
 - g. Abrasive of coarse materials: ASTM C131
 - h. Soft particles: ASTM C235
 - i. Resistance to freeze-thaw: ASTM C66, ASTM C682.
- F. Admixtures
 - 1. Admixtures that produce more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.
 - 2. Admixtures shall be certified by their manufacturer for compatibility with other mix components.
- G. Air-Entraining Admixture: ASTM C 260. The following products or approved equivalents will be among those considered acceptable:
 - 1. "Air Mix"; The Euclid Chemical Company.
 - 2. "Micro-Air"; Master Builders, Inc.
 - 3. "Daravair"; W. R. Grace & Co.
- H. Water-Reducing Admixture: ASTM C 494, Type A. The following products or approved equivalents will be among those considered acceptable:
 - 1. WRDA with HYCOL; W.R. Grace & Co.
- I. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G. The following products or approved equivalents will be among those considered acceptable:
 - 1. "WRDA 19"; W.R. Grace & Co.
 - 2. "Daracem-100"; W. R. Grace & Co.

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Nonshrink Grout: CRD-C 621, Grade B.
 - 1. Provide nonmetallic type only.
 - 2. The following products or approved equivalents will be among those considered acceptable:
 - a. "Masterflow 713 or 928"; Master Builders, Inc.
 - b. "Euco N-S Grout"; The Euclid Chemical Company.
 - c. "Axpandcrete"; Anti-Hydro Waterproofing Co.
 - d. "Embeco 636"; Master Builders for equipment bases.
- B. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.
- C. Moisture-Retaining Cover: ASTM C 171, and as follows:
 - 1. Fiber-reinforced waterproof paper.
 - 2. Polyethylene film.
 - 3. White burlap-polyethylene sheeting.
- D. Bonding Systems: ASTM C881; Type, grade, and class as required for project conditions. The following products or approved equivalents will be among those considered acceptable:
 - 1. "Concresive LPL", Master Builders, Inc.
 - 2. "Sikadur 32 Hi-Mod", Sika Corporation.
 - 3. "Euco #452 Epoxy System"; Euclid Chemical Company.

- E. Adhesive anchor system:
 - 1. Reinforcing bars:
 - a. "HIT C-100 System", HILTI.
 - b. "Keligrout"; KELKEN GOLD, INC., Princeton, NJ (phone 800-342-5154)
 - 2. Anchor bolts:
 - a. "HVA System", HILTI.
 - b. "Kelibond Anchors", KELKEN GOLD, INC., Princeton, NY (phone 800-342-5154)
- F. Expansion Joint Filler for pavements and sidewalks: Nonextruding bituminous type conforming to ASTM D1751.
- G. Isolation joint filler for slabs on grade: Preformed cork, 1/2" thick, conforming to ASTM D1752, Type II.
- H. Preformed Control Joint: "Screed Cap" for joints to receive sealant; "Zip Cap-Control Joint" for sawcut type joints; as manufactured by Greenstreak, Inc.
- I. Waterstop: Polyvinyl chloride (PVC), ribbed type with center bulb. Size appropriate to application. Supply prefabricated corner shapes.
- J. Waterstop: Bentonite type, "Volclay Waterstop-Rx", as manufactured by American Colloid Company.
- K. Vapor Barrier: Polyethylene sheets 10 mils thick. Top with 2-inch clean sand fill.
- L. Vapor Barrier: Moistop as manufactured by Fortifiber Corporation.
- M. Dovetail Anchor Slot: Galvanized steel, 22-gauge, felt filled.
- N. Wedge anchors: Hohman & Barnard, size as noted on Drawings.

2.4 SURFACE APPLIED CURING AND SEALING COMPOUNDS

- A. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
 - 1. Master Builders, Inc.
 - 2. Anti Hydro Company, Inc.
 - 3. The Euclid Chemical Company.
 - 4. W. R. Meadows, Inc.
 - 5. Sonneborn Building Products Division/ChemRex, Inc.
 - 6. L & M Construction Chemicals, Inc.
- B. Curing and Sealing Compounds: For interior or exterior applications.
 - 1. Products shall comply with ASTM C 309, Type 1, clear styrene acrylate type, 30% minimum solids content.
 - 2. Maximum allowable moisture loss of 0.3 grams per square centimeter.
 - 3. Do not apply to surfaces scheduled to receive other finishes, coatings or coverings unless specifically approved by the Architect/Engineer.
 - 4. "SuperRez-Seal"; The Euclid Chemical Company or approved equivalent.
- C. Sealing and Hardening Compounds: Generally, for use at exterior slabs and walks subject to

- deicing products.
1. Concrete shall receive initial water cure as described elsewhere in this section.
 2. Product shall be siloxane based, 20% minimum solids content.
 3. "Euco-Guard 200"; The Euclid Chemical Company or approved equivalent.
- D. Chemical Hardening Compounds: For interior applications where a more dense and durable surface is required.
1. Concrete shall receive initial water cure as described elsewhere in this section.
 2. Product shall be magnesium silicofluoride that reacts chemically with the free lime and calcium salts in the hardened concrete.
- E. Concrete Curing Compounds: Generally, for interior curing applications.
1. Product shall comply with ASTM C309, Type 1, Class B, wax free, resin based.
 2. Maximum allowable moisture loss of 0.3 grams per square centimeter.
 3. "KUREZ", The Euclid Chemical Company or approved equivalent. Do not apply to surfaces scheduled to receive other finishes, coatings, or coverings unless specifically approved by the Architect/Engineer.
 4. For surfaces that are scheduled to receive other finishes, coatings, or coverings, use dissipating resin-type compound, "KUREZ-DR", The Euclid Chemical Company or approved equivalent.
- F. Evaporation retarder: "Confilm"; Master Builders Company.

2.5 CONCRETE MIX DESIGN

- A. Do not begin concrete operations until proposed mixes have been reviewed and approved by the Architect/Engineer.
- B. Comply with recommendations of ACI 211.1 for normal weight concrete.
- C. For each type and strength of concrete, establish the required average strength f_{cr} of the design mix on the basis of either field experience or trial mixtures as specified in ACI 301, and proportion mixes accordingly. If trial mixtures method is used, employ an independent testing agency acceptable to the Architect/Engineer for preparing and reporting proposed mix designs.
- D. Admixtures:
1. Air-entraining admixture: Add at rate to achieve specified air content.
 2. High-range water-reducing admixture (superplasticizer): Add as required for placement and workability.
 3. Do not use admixtures not specified or approved.
- E. Design mixes to meet or exceed each requirement specified. Where more than one criterion is specified, the most stringent shall apply. For example, a minimum cement content or maximum water-cement ratio might result in strengths greater than the minimum specified; likewise, a greater cement content or lower water-cement ratio may be required in order to achieve the required strength.
- F. Normal Weight Concrete - Type A
1. Minimum compressive strength f_c : 3,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.50.
 3. Minimum cement content: 475 lbs. per cubic yard.
 4. Coarse aggregate size: 1".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.

6. Air Content: 4-6%.
 7. Schedule: Foundation work.
- G. Normal Weight Concrete - Type B
1. Minimum compressive strength f'_c : 4,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.45.
 3. Minimum cement content: 540 lbs. per cubic yard.
 4. Coarse aggregate size: 3/4"-1".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.
 6. Schedule: interior slabs on grade.
- H. Normal Weight Concrete - Type C
1. Minimum compressive strength f'_c : 4,000 psi @ 28 days.
 2. Maximum water-cement ratio by weight: 0.45.
 3. Minimum cement content: 590 lbs. per cubic yard.
 4. Coarse aggregate size: 1/2".
 5. Maximum slump: 3-1/2 inches $\pm$ 1 inch.
 6. Air Content: 4-6%.
 7. Schedule: exterior walks or paving, structural piers & walls
- I. Light Weight Concrete - Type D
1. Minimum compressive strength f'_c : 4,000 psi @ 28 days.
 2. Minimum cement content: 660 lbs. per cubic yard.
 3. Coarse aggregate size: 3/4".
 4. Maximum slump: 2-1/2 inches $\pm$ 1 inch.
 5. Air Content: 4-8%.
 6. Schedule: Supported floors on composite steel deck.
- J. Light Weight Insulating Concrete - Type-E
1. Comply with requirements for U.L. Design number P907.
 2. Six c.f. Perlite aggregate per bag of Portland cement.
 3. One and one-half pint 12.5 % solution neutralized vinsol resin, air-entrainment agent.
 4. Average dry density: 27 pcf.
 5. Minimum compressive strength: 150 psi.
 6. Schedule: Fire rated roof assembly.
- K. Provided that no additional expense to owner is involved, contractor may submit for Architect's/Engineer's approval requests for adjustment to approved concrete mixes when circumstances such as changed project conditions, weather, or unfavorable test results occur. Include laboratory test data substantiating specified properties with mix adjustment requests.

2.6 CONTROL OF MIX IN THE FIELD

- A. A tolerance of up to 1 inch above specified slump will be permitted for 1 batch in 5 consecutive batches tested. Concrete of lower slump than that specified may be used, provided proper placing and consolidation is obtained.
- B. If slump upon arrival at the site is lower than 1 inch below the value specified, one addition of water in accordance with ASTM C 94 will be permitted to bring slump within tolerance, provided that:
1. A positive means is available to measure the amount of water added at the site.
 2. The specified (or approved) maximum water-cementitious ratio is not exceeded.
 3. Not more than 45 minutes have elapsed since batching.

- C. Total Air Content: A tolerance of plus or minus 1-1/2 percent of that specified will be allowed for field measurements.
- D. Do not use batches that exceed tolerances.

2.7 CONCRETE MIXING

- A. Mix concrete materials in transit mixers, complying with requirements of ASTM C94, paragraphs 1 to 15 and 18 only.
- B. Elapsed time between initial contact of the cement with water and the completed discharge of the batch at the project site shall not exceed 90 minutes or 300 revolutions of the drum, whichever comes first. These limits shall be reduced at the direction of the Architect/Engineer.
- C. Concrete batch plant shall conform to requirements of the "Concrete Plant Standards" of the "Concrete Manufacturer's Association".

PART 3 – EXECUTION

3.1 HOT AND COLD WEATHER CONCRETING

- A. Do not proceed with work of this section for hot or cold weather placement without approval of the Architect/Engineer.
- B. Comply with recommendations of ACI 306 when air temperatures are expected to drop below 40 degrees F either during concrete placement operations or before concrete has cured.
 - 1. Do not use frozen or ice-laden materials.
 - 2. Do not place concrete on frozen substrates.
 - 3. Do not add salt, calcium chloride, anti-freeze compounds.
- C. Comply with recommendations of ACI 305 when ambient temperature before, during, or after concrete placement is expected to exceed 85 degrees F.
 - 1. Do not use retarding admixtures.
 - 2. Make special provisions for curing and finishing.

3.2 CONCRETE FORM PREPARATION

- A. Comply with requirements of ACI 301 and ACI 347 for formwork, and as herein specified. The contractor is responsible for design, engineering, and construction of formwork, and for its timely removal.
- B. Earth forms are not permitted.
- C. Design and fabricate forms for easy removal, without impact, shock, or damage to concrete surfaces or other portions of the work.
- D. Design to support all applied loads until concrete is adequately cured, within allowable tolerances and deflection limits.
- E. Construct and brace formwork to accurately achieve end results required by contract documents, with all elements properly located and free of distortion. Provide for necessary openings, inserts, anchorages, and other features shown or otherwise required.

1. Minimize form joints and make watertight to prevent leakage of concrete.
 2. Provide chamfered edges and corners at exposed locations, unless specifically indicated otherwise on the drawings.
 3. Provide openings to accommodate work of other trades, sized and located accurately. Securely support items built into forms; provide additional bracing at openings and discontinuities in formwork.
 4. Provide temporary openings for cleaning and inspection in most inconspicuous locations at base of forms, closed with tight-fitting panels designed to minimize appearance of joints in finished concrete work.
 5. Build into concrete work all required ties, anchors, anchor bolts, sleeves, and other inserts. Accurately set items, by using templates, in their final position at the time concrete is placed.
- F. Comply with minimum tolerances established in ACI 117, unless more stringent requirements are indicated on the drawings.
- G. Provide either form materials with factory applied non-absorptive liner or field applied form coating. If field applied coating is employed, thoroughly clean and recondition formwork and reapply coating before each use. Rust on form surfaces is unacceptable.

3.3 JOINT CONSTRUCTION

- A. Construction Joints: Locate and install construction joints as indicated on Drawings. If construction joints are not indicated, or if contractor opts to add additional joints, locate in manner which will least impair strength and stability of the structure.
1. Contractor shall submit location diagrams to Architect/Engineer for approval if locations are not shown on the Contract Documents.
 2. Provide keyways not less than 1-1/2 inches deep.
 3. Continue reinforcement across and perpendicular to construction joints, unless details specifically indicate otherwise.
 4. Provide adequate shear reinforcement as shown on the Drawings or as directed by the Architect/Engineer.
 5. Where a joint is to be made, the surface of the concrete shall be thoroughly cleaned. Joints shall be wetted and slushed with a coat of neat cement grout immediately before placement of new concrete. The grout shall be a neat cement and sand grout (1:3 mix) placed to a 1/2" minimum thickness. An approved bonding compound may be used in lieu of the cement grout with approval of the Architect/Engineer.
 6. Provide waterstops as indicated, and on all construction joints below grade adjacent to usable spaces. Install to form continuous, water-tight dam, with field joints fabricated in strict accordance with manufacturer's instructions.
- B. Movement Joints: Construct isolation joints in slabs poured on grade at points of contact with vertical components, such as foundation walls and column pedestals.
1. Install joint filler to full concrete depth. Recess top edge of filler 1/8 inch where joints are unsealed.
 2. Slabs on grade shall be tied to foundation walls with #3 reinforcing bars at 4'-0" unless specifically shown otherwise on the drawings.
 3. Smooth dowels, greased or treated one end to prevent bond shall be installed at columns and as shown on the Drawings. Refer to "Installing Dowels", this section.
- C. Expansion Joints: Construct expansion joints where indicated. Install expansion joint filler to full depth of concrete. Recess edge of filler to depth indicated to receive joint sealant (and backer rod where necessary) specified in Division 7.

- D. Control Joints - Slabs on grade: Spacing of joints in slabs shall not exceed three times the thickness of the slab on center in feet nor 15 feet. Joints shall typically isolate columns and shall run between columns.
1. If locations of joints are not specifically shown on the Drawings, the Contractor shall submit location diagram to the Architect/Engineer for approval.
 2. Form control joints by means of saw cuts one-fourth the depth of the slab (1-1/4" minimum), performed as soon as possible after slab finishing without possibility of dislodging aggregate.
 3. Form control joints with preformed plastic accessories as directed by manufacturers.
- E. Control Joints - Walls: Construct control joints in walls within 5'-0" of corners/intersections and then at 25'-0" on center.
1. Contractor shall submit location diagram to Architect/Engineer for approval if locations are not shown on the Drawings.
 2. Construct weakened plane vertical control joints as shown on the drawings. Provide adequate shear reinforcement as directed by the Architect/Engineer.
 3. Joints above grade shall be constructed to provide for the installation of water tight joint and sealant. Joints shall be filled with appropriate backer rod and sealant.
 4. Provide waterstops where indicated on the Drawings and on all joints below grade adjacent to usable spaces. Install to form continuous watertight dam, with field joints fabricated in strict accordance with manufacturer's instructions.

3.4 INSTALLATION OF SMOOTH DOWELS

- A. Install dowels as noted on the Drawings.
- B. One end of dowel on one side of joint shall be non-bonded, allowed to slip.
- C. Methods:
1. Coat the non-bonded end with grease and wrap snugly with polyethylene tape. Work shall be neat and snug without excess material.
 2. Use pre-molded dowel caps over non-bonded end.

3.5 INSTALLATION OF BUILT-IN ITEMS

- A. Set anchorage devices and other items required for other work connected to or supported by cast-in-place concrete, using templates, setting drawings, and instructions from suppliers of items to be embedded.
- B. Set edge forms and intermediate screeds as necessary to achieve final elevations indicated for finished slab surfaces.
- C. Set anchor bolts furnished under Division 5, using templates and in coordination with steel shop drawings.
- D. Comply with requirements of Paragraph 6.3 of ACI 318.

3.6 CONCRETE PLACEMENT

- A. Provide materials necessary to ensure adequate protection of concrete during inclement weather before beginning installation of concrete.

- B. Before beginning concrete placement, inspect formwork, reinforcing steel, and items to be embedded, verifying that all such work has been completed.
- C. Moisten wood forms immediately before placing concrete in locations where form coatings are not used.
- D. Provide runways for wheeled equipment to convey concrete. Do not support runways on reinforcing or wheel equipment directly over reinforcing.
- E. Schedule continuous placement of concrete to prevent the formation of cold joints.
- F. Provide construction joints if concrete for a particular element or component cannot be placed in a continuous operation.
- G. Deposit concrete as close as possible to its final location, to avoid segregation.
- H. Limit horizontal layers to depths which can be properly consolidated, but in no event greater than 24 inches.
- I. Consolidate concrete by means of mechanical vibrators, inserted vertically in freshly placed concrete in a systematic pattern at close intervals. Penetrate previously placed concrete to ensure that separate concrete layers are knitted together.
- J. Vibrate concrete sufficiently to achieve consistent consolidation without segregation of coarse aggregates.
- K. Do not use vibrators to move concrete laterally.
- L. Strike off and level concrete slab surfaces, using highway straight edges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.

3.7 FINISHING FORMED SURFACES

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Remove honeycombed areas and other defective concrete down to sound concrete, cutting perpendicular to surface or slightly undercutting. Dampen patch location and area immediately surrounding it prior to applying bonding compound or patching mortar.
- C. Before bonding compound has dried, apply patching mixture matching original concrete in materials and mix except for omission of coarse aggregate, and using a blend of white and normal portland cement as necessary to achieve color match. Consolidate thoroughly and strike off slightly higher than surrounding surface.
- D. Unexposed Form Finish: Repair tie holes and patch defective areas. Rub down or chip off fins or other raised areas exceeding 1/4-inch height.

- E. Exposed Form Finish:
1. Repair and patch defective areas with fins or other projection completely removed and smoothed.
 2. Smooth Rubbed Finish: Apply to surfaces indicated no later than 24 hours after form removal. Wet concrete surfaces to be finished and rubbed with Carborundum brick or other abrasive until uniform color and texture are achieved. Do not apply separate grout mixture.

3.8 FINISHING SLABS

- A. Finishing Operations
1. Do not directly apply water to slab surface or dust with cement.
 2. Screeding: Strikeoff to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
 3. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
 4. Do not perform subsequent finishing until excess moisture or bleed water has disappeared and concrete will support either foot pressure with less than 1/4 inch indentation or weight of power floats without damaging flatness.
 5. Final floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.
 6. Troweling: Trowel immediately following final floating. Apply first troweling with power trowel except in confined areas and apply subsequent trowelings with hand trowels. Wait between trowelings to allow concrete to harden. Do not overtrowel. Begin final troweling when surface produces a ringing sound as trowel is moved over it. Consolidate concrete surface by final troweling operation. Completed surface shall be free of trowel marks, uniform in texture and appearance, and within surface tolerance specified.
 7. Grind smooth surface defects which would telegraph through final floor covering system.
- B. Finishes: Coordinate appearance and texture of required final finishes with the Architect/Engineer before application.
1. Broomed Float Finish: After floating and when water sheen has practically disappeared, apply uniform transverse corrugations approximately 1/16-inch-deep, without tearing surface.
 2. Trowel Finish: As specified above.
- C. Slab Surface Tolerances:
1. Achieve flat, level planes except where grades are indicated. Slope uniformly to drains.
 2. Floated finishes: Depressions between high spots shall not exceed 5/16 inch under a 10-foot straight edge.
 3. Troweled finishes: Achieve level surface plane so that depressions between high spots shall not exceed 1/8 inch under a 10-foot straight edge.
- D. Slab Finish Schedule: Apply finishes in the following typical locations and as otherwise shown on the drawings:
1. Broomed float finish:
 - a. Sidewalks, exterior ramps and slabs.
 2. Trowel finish:
 - a. Exposed interior floors.

3.9 CONCRETE CURING AND PROTECTION

- A. Prevent premature drying of freshly placed concrete and protect from excessively cold or hot temperatures until concrete has cured.
- B. Provide curing of concrete by one of the methods listed and as appropriate to service conditions and type of applied finish in each case. Curing period shall be not less than 7 days for standard cements and mixes.
- C. Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
 - 1. Keep wet wooden or metal forms exposed to heat of the sun.
 - 2. If forms are removed prior to completion of curing process, continue curing by one of the applicable methods specified.
- D. Water Cure: The surface of finished concrete shall be kept continuously wet for a minimum of seven days.
 - 1. Concrete surfaces shall be kept continuously wet by sprinkling or fogging with water and by a covering material thoroughly saturated with water and kept wet by intermittent hosing. Concrete shall be protected against freezing during the curing.
 - 2. Covering material shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period. Alternate cycles of wetting and drying shall not be permitted during the curing period.
 - 3. The use of a moisture retaining cover over burlap or a manufactured type of moisture retaining cover shall be permitted. Lap not less than 3 inches at edges and ends, and seal with waterproof tape or adhesive. Repair holes or tears during curing period with same tape or adhesive. Maintain covering in intimate contact with concrete surface. Secure to avoid displacement.
 - 4. Do not use plastic sheeting directly on surfaces that will be exposed to view when in service.
- C. Compound Cure: Curing compounds shall be applied immediately following last finishing operations.
 - 1. Apply curing compound at rate stated by manufacturer to conform with moisture-retention requirements specified, using second, immediate application at right angles to first. Reapply if damaged by rain.
 - 2. Apply additional coat near substantial completion to act as sealer.
 - 3. Use curing compounds only in locations permitted or required. Do not apply to surfaces to receive other finishes, coatings, or coverings.
- D. Hardening Compound: Apply to concrete after initial water cure and seasoning of the concrete as recommended by manufacturer. Apply two or more applications as recommended by manufacturer to achieve maximum hardness.
- E. Avoid rapid drying at end of curing period.
- F. During and following curing period, protect concrete from temperature changes of adjacent air in excess of 5 degrees F per hour and 50 degrees F per 24 hours. Progressively adjust protective measures to provide uniform temperature changes over entire concrete surface.

3.11 JOINT FILLER

- A. Concrete surfaces shall be fully cured (minimum 120 days).

- B. Fill full depth of crack for proper load transfer.
- C. Install in strict accordance with manufacturer's instructions.

3.12 REMOVAL OF FORMS AND SUPPORTS

- A. Non-Load-Bearing Formwork: Provided that concrete has hardened sufficiently that it will not be damaged, forms not actually supporting weight of concrete or weight of soffit may be removed after concrete has cured at not less than 50 degrees F for 24 hours. Maintain curing and protection operations after form removal.

3.13 MISCELLANEOUS CONCRETE ITEMS

- A. Fill in holes and openings left in concrete structures for passage of work by other trades after such work is in place. Place such fill-in concrete to blend with existing construction, using same mix and curing methods.
- B. Provide machine and equipment bases and foundations, as indicated on drawings. Set anchor bolts at correct elevations, complying with diagrams or templates of equipment manufacturer.
- C. Provide concrete grout for reinforced masonry where indicated on drawings and as scheduled.

3.14 CONCRETE REPAIRS

- A. Patch tie holes, honeycomb, and other surface imperfections in accordance with ACI 301 and as directed by the Architect/Engineer.
- B. Defective concrete is defined as concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete or surface imperfections shall be as determined by the Architect/Engineer.
- D. Do not patch, fill, touch-up, repair, or replace any concrete except upon specific approval of methods and materials by the Architect/Engineer for each individual area.

3.15 REMOVAL OF EXISTING CONCRETE

- A. Saw cut surfaces or drill holes at regular intervals sufficient to establish a fracture plane for removal by power tools.
- B. Salvage all existing reinforcing; do not cut away until specifically directed by the Architect/Engineer, or as shown on the Drawings.
- C. New work bonded to existing work:
 - 1. Clean and roughen existing surface by sandblasting, water-blasting, scabber, or other approved method.
 - 2. Embed dowels and reinforcing as detailed on the Drawings.
 - 3. Coat surface with bonding agent applied in strict accordance with manufacturer's instructions.
- D. Existing work cut away for new work.
 - 1. Saw cutting and removal shall continue to within 1/4" of the finished surface. The final

- 1/4" removal shall be completed by grinding to the final surface.
2. Cut existing reinforcing bars 1/2" below the surface. Coat with anti-corrosion protective coating. Grout holes.
3. Provide bond breaker where new concrete work is adjacent to existing work but structurally separate.

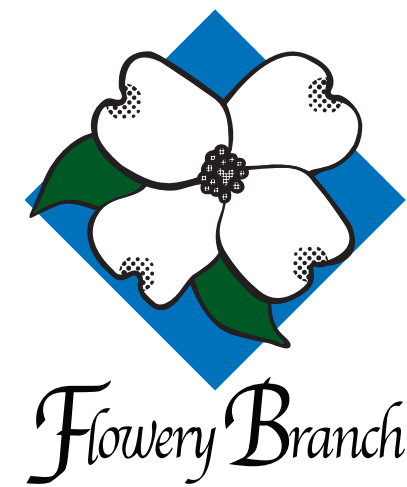
3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Composite Sampling and Making and Curing of Specimens: ASTM C 172 and ASTM C 31.
 1. Take samples at point of discharge.
 2. For pumped concrete, perform sampling and testing at the frequencies specified herein at point of delivery to pump, and perform additional sampling and testing at the same frequency at discharge from line. Results obtained at discharge from line shall be used for acceptance of concrete.
- B. Slump: ASTM C 143. One test per batch. Modify sampling to comply with ASTM C 94.
- C. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.
- D. Concrete Temperature: One test per strength test.
- E. Compressive Strength Tests: ASTM C 39.
 1. Mold and cure one set of 4 standard cylinders for each compressive strength test required.
 2. Obtain samples on a statistically sound, random basis, minimum frequency as follows:
 - a. One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
 - b. One set per 3500 square feet of slab or wall area or fraction thereof for each day's pour of each concrete class.
 - c. When the above testing frequency would provide fewer than 5 strength tests for a given class of concrete during the project, conduct testing from not less than 5 randomly selected batches, or from each batch if fewer than 5.
 3. Test Schedule:
 - a. Test one specimen per set at 7 days for information unless an earlier age is required.
 - b. Test two specimens per set for acceptance of strength potential; test at 28 days unless other age is specified. The test result shall be the average of the two specimens. If one specimen shows evidence of improper sampling, molding, or testing, the test result shall be the result of the remaining specimen.
 - c. Retain one specimen from each set for later testing, if required.
 4. Strength potential of as-delivered concrete will be considered acceptable if all of the following criteria are met:
 - a. No individual test result falls below specified compressive strength by more than 500 psi.
 - b. Not more than 10 percent of individual test results fall below specified compressive strength $f'(c)$.
 - c. Average of any 3 consecutive strength test results equals or exceeds specified compressive strength $f'(c)$.
 5. Testing for evaluation of field curing:
 - a. Frequency: One field set of specimens per strength acceptance test.
 - b. Mold specimens from same sample used for strength acceptance tests. Field-cure, and test at same age as for strength acceptance tests.
 - c. Evaluate construction and curing procedures and implement corrective action

when strength results for field-cured specimens are less than 85 percent of test values for companion laboratory-cured specimens.

- F. Test Results: Testing agency shall report test results in writing to Architect/Engineer and contractor within 24 hours of test.
1. Test reports shall contain the following data:
 - d. Project name, number, and other identification.
 - e. Name of concrete testing agency.
 - f. Date and time of sampling.
 - g. Concrete type and class.
 - h. Location of concrete batch in the completed work.
 - i. All information required by respective ASTM test methods.
 2. Nondestructive testing devices such as impact hammer or sonoscope may be used at Architect's/Engineer's option for assistance in determining probable concrete strength at various locations or for selecting areas to be cored, but such tests shall not be the sole basis for acceptance or rejection.
 3. The testing agency shall make additional tests of in-place concrete as directed by the Architect/Engineer when test results indicate that specified strength and other concrete characteristics have not been attained.
 - a. Testing agency may conduct tests of cored cylinders complying with ASTM C 42, or tests as directed.
 - b. Cost of additional testing shall be borne by the Contractor when unacceptable concrete has been verified.

END OF SECTION 03300

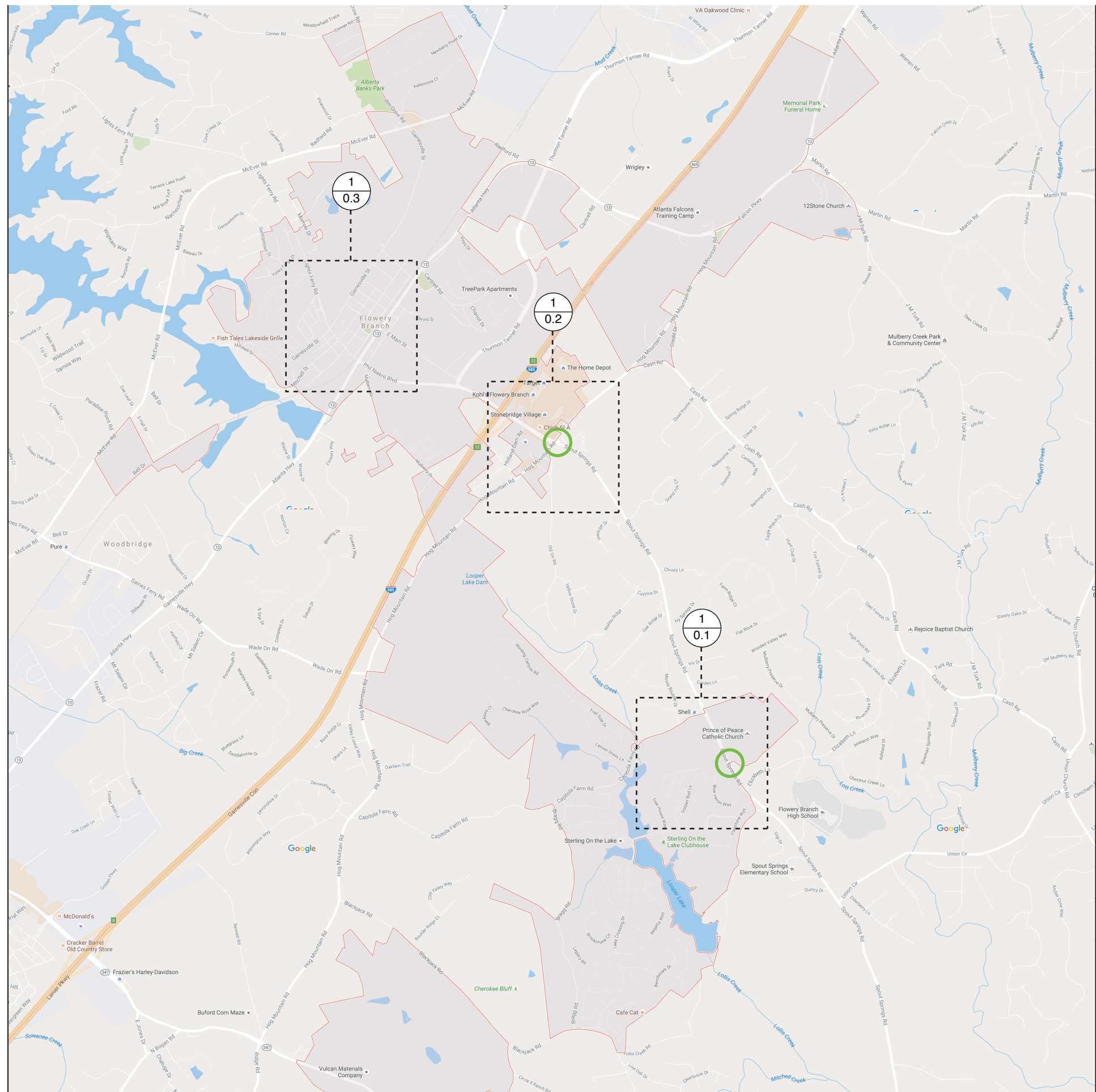


City of Flowery Branch
SIGNAGE + WAYFINDING
DESIGN INTENT BID DOCUMENTS
REV_1
11.03.2020

650 West Peachtree Street NW,
Atlanta, Georgia 30308

skydesign

55 Ivan Allen Jr. Boulevard, Suite 100
Atlanta, GA 30308
404.688.4702



SIGN TYPE LEGEND

- ☐ A. PRIMARY GATEWAY
- ☒ B. VEHICULAR DIRECTIONAL
- ☐ C. BUILDING/SITE ID
- ☐ D. BUILDING/SITE ID (SMALL)
- ☐ E. PUBLIC PARKING ID
- ☐ F. PEDESTRIAN INFO KIOSK
- ☐ G. REGULATORY
- ☐ H. PEDESTRIAN DIRECTIONAL

NEW STREETNAME AND REGULATORY SIGNAGE
(i.e. STOP, SPEED LIMIT, YIELD ETC.) TO REPLACE
EXISTING LOCATIONS AS NEEDED

SIGN TYPES ARE NOT INDICATED IN SCALE. FOR GENERAL PLACEMENT ONLY.

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sky design

PROJECT NO: 31336.00

TITLE: City of Flowery
Branch

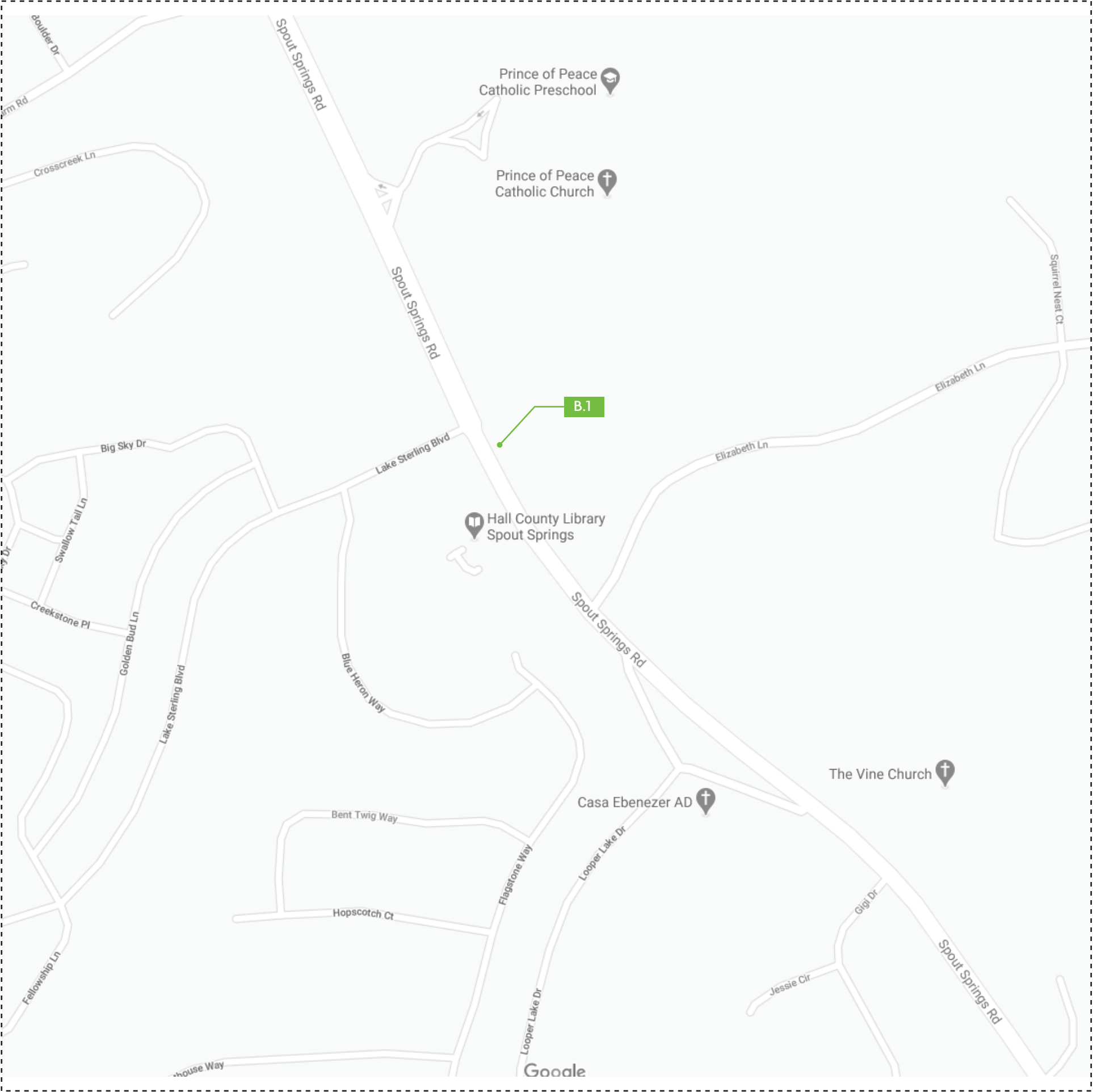
SIGN TYPE: Sign Location Plan

ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

# 0	08.02.19	GW/TC
# 1	11.03.20	AM/TC

0.0 880



1 SPOUT SPRINGS - Sign Location Plan
SCALE: NTS

SIGN TYPE LEGEND

A. PRIMARY GATEWAY

B. VEHICULAR DIRECTIONAL

C. BUILDING/SITE ID

D. BUILDING/SITE ID (SMALL)

E. PUBLIC PARKING ID

F. PEDESTRIAN INFO KIOSK

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PROJECT NO: 31336.00		
TITLE:	City of Flowery Branch	
SIGN TYPE:	Sign Location Plan	
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# 0	08.02.19	GW/TC
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PROJECT NO: 31336.00

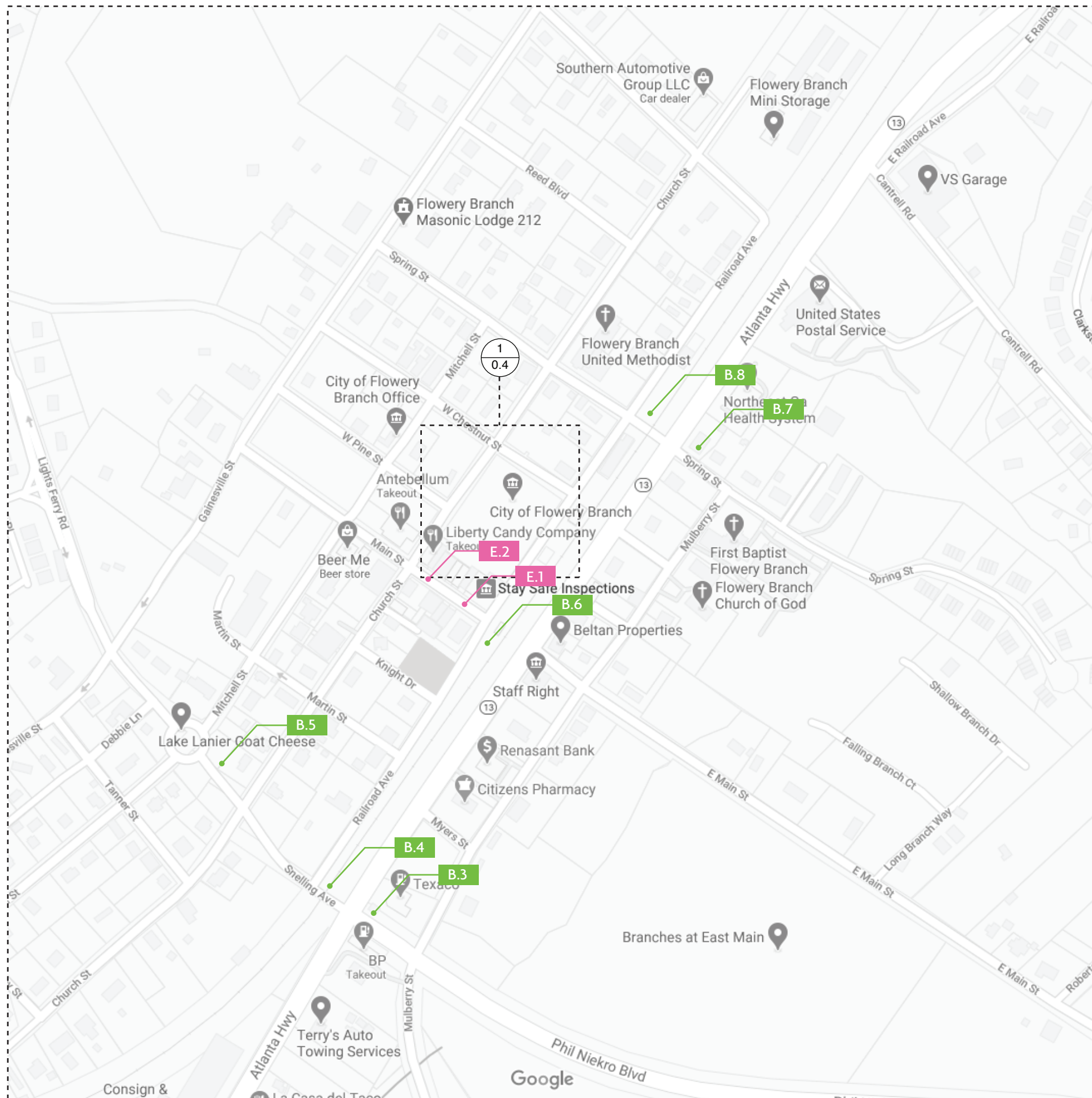
TITLE: City of Flowery Branch

SIGN TYPE: Sign Location Plan

ISSUE DATE: 08.02.19

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0	08.02.19	GW/TC
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TITLE: City of Flowery
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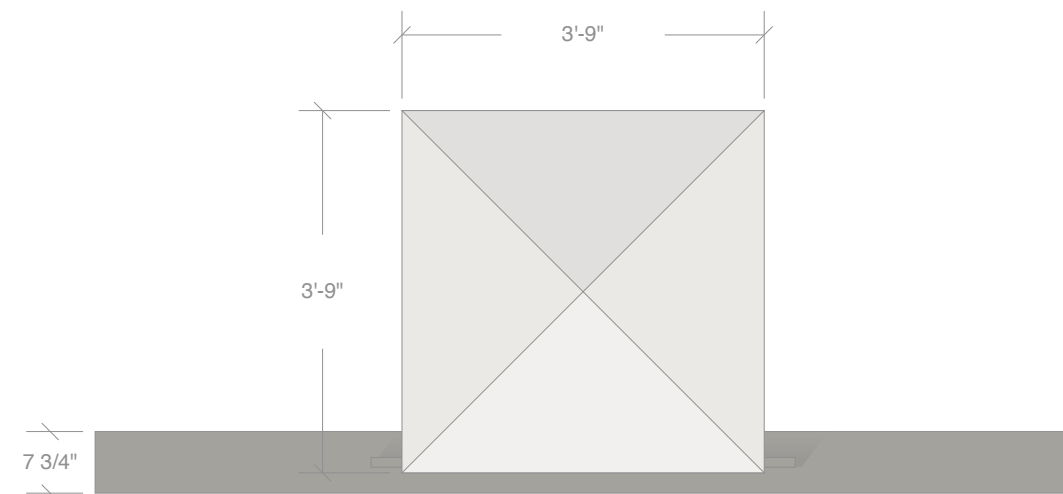
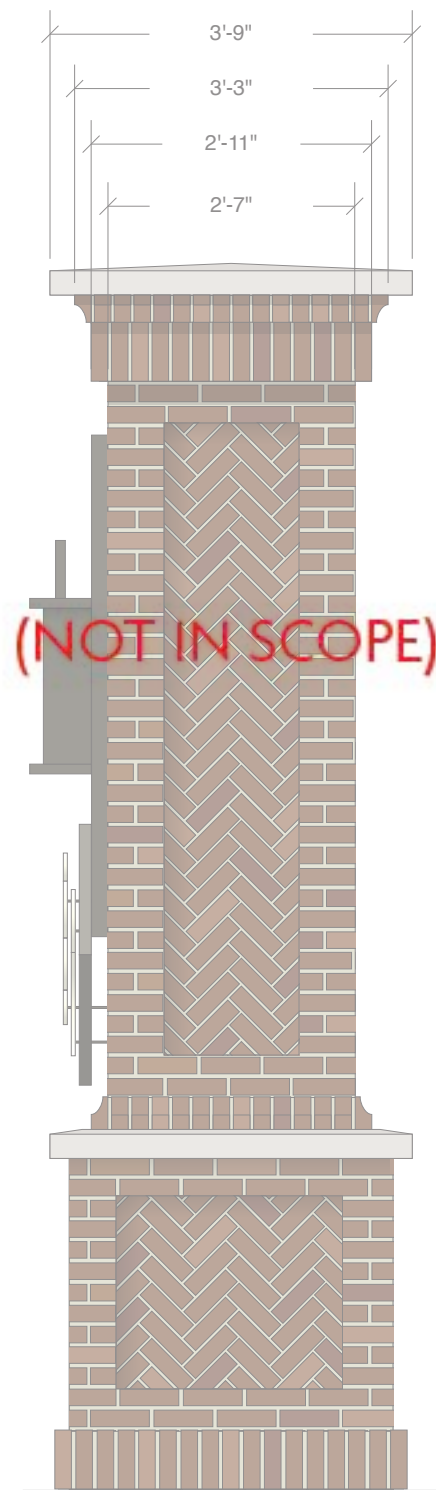
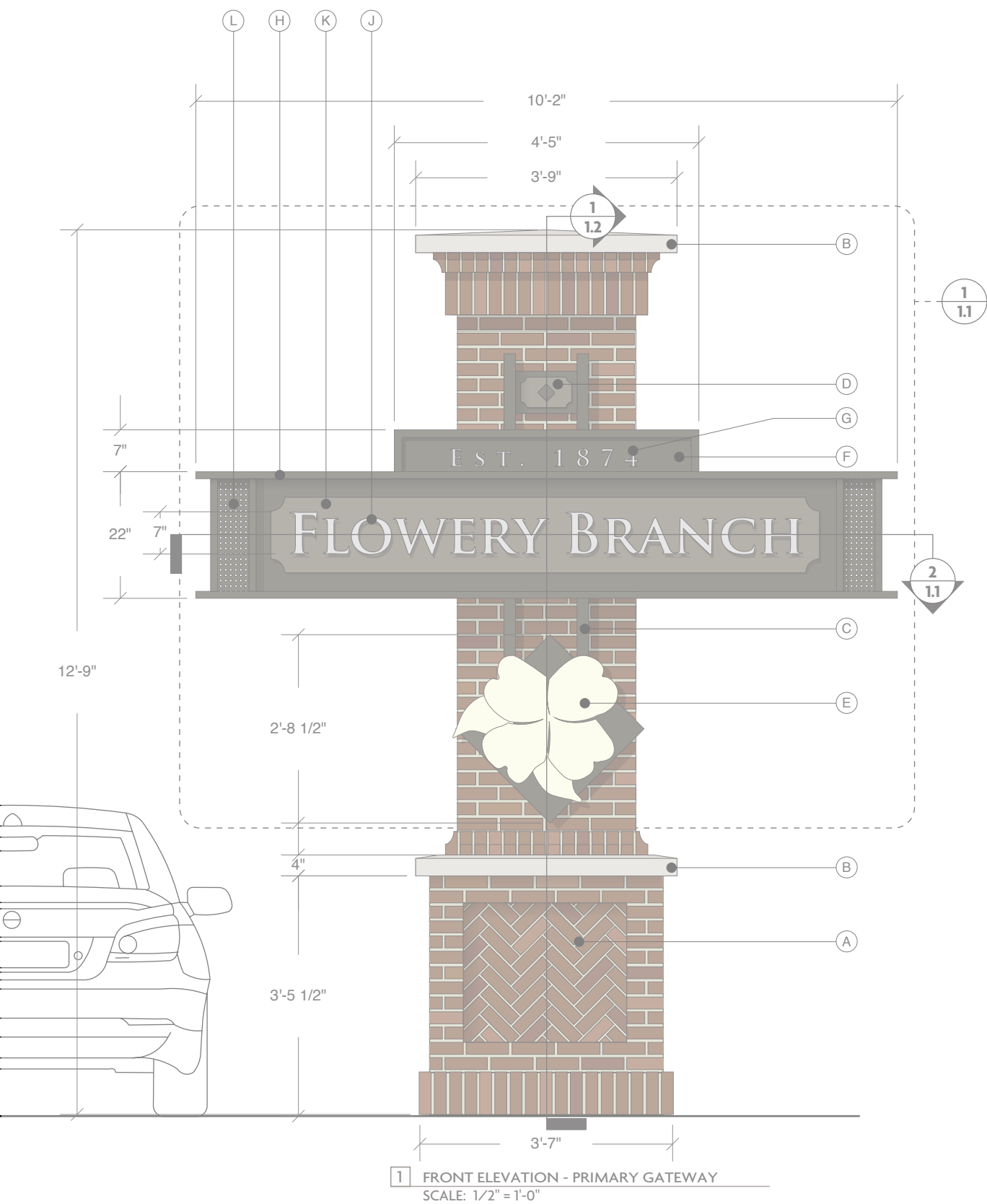
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# 0	08.02.19	GW/TC
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GENERAL PLACEMENT ONLY.

# 0	08.02.19	GW/TC
# 1	11.03.20	AM/TC



MATERIALS & SPECIFICATIONS

- A - MASONRY COLUMN CLAD WITH BRICK WITH RECESSED HERRING BONE BRICK PATTERN, **B1**
- B - PRECAST STONE CAP, **PC1**
- C - 2" SQUARE ALUMINUM TUBE VERTICAL RAILS, PAINTED **P1**
- D - FABRICATED ALUMINUM ACCENT DETAIL, PAINTED **P1 & P2**
- E - FABRICATED DIMENSIONAL ALUMINUM FLOWER LOGO, PAINTED **P1 & P4**
- F - FABRICATED ALUMINUM FRAME WITH RECESSED FACE PANEL, PAINTED **P1**
- G - .25" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- H - FABRICATED DIMENSIONAL ALUMINUM RAILS, PAINTED **P1**
- J - .5" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- K - FABRICATED DIMENSIONAL ALUMINUM CABINET, PAINTED **P2**
- L - .125" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.5" DIAM. HOLES ON .75" CENTERS), PAINTED **P1**

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (1) SIDED

sky design

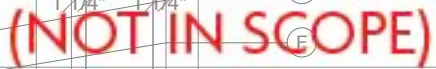
PROJECT NO: 31336.00

TITLE: City of Flowery Branch

SIGN TYPE: A. Primary Gateway

ISSUE DATE: 08.02.19

0 08.02.19 GW/TC



PROJECT NO: 31336.00

SIGN TYPE: A. Primary Gateway

ISSUE DATE: 08.02.19

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SECTION VIEW - PRIMARY GATEWAY

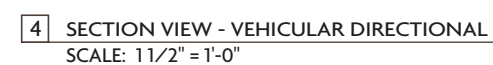
2 SECTION VIEW - PRIMARY GATEWAY
SCALE: 3/4" = 1'-0"

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (1) SIDED

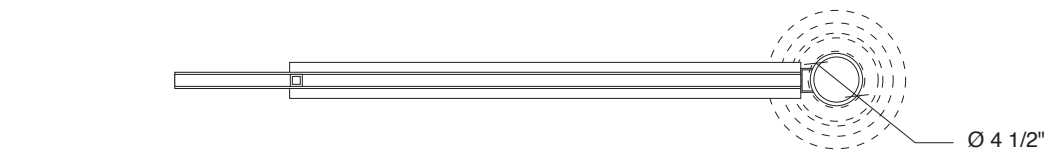
555 IVAN ALLEN JR. BLVD, SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

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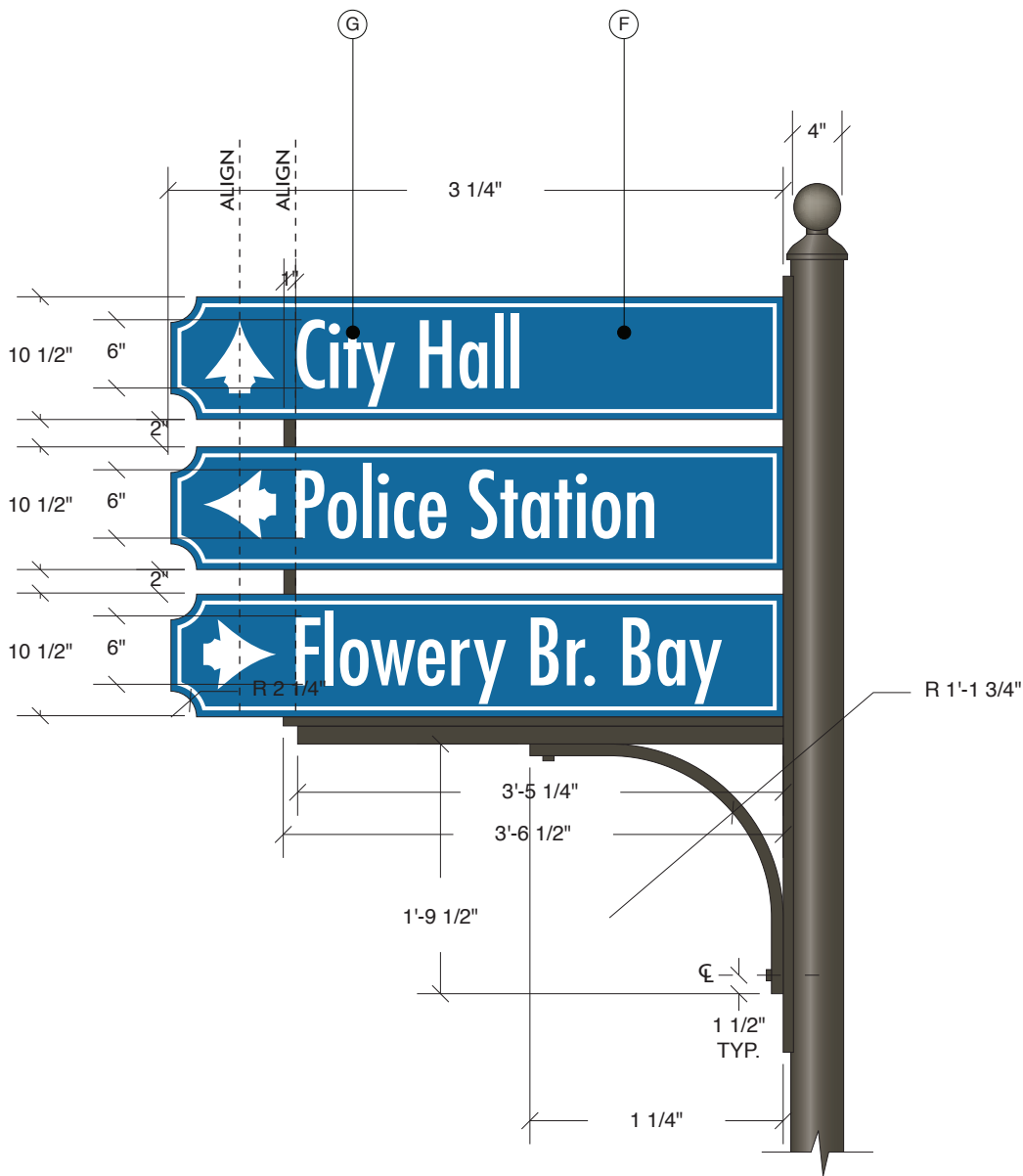


1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING

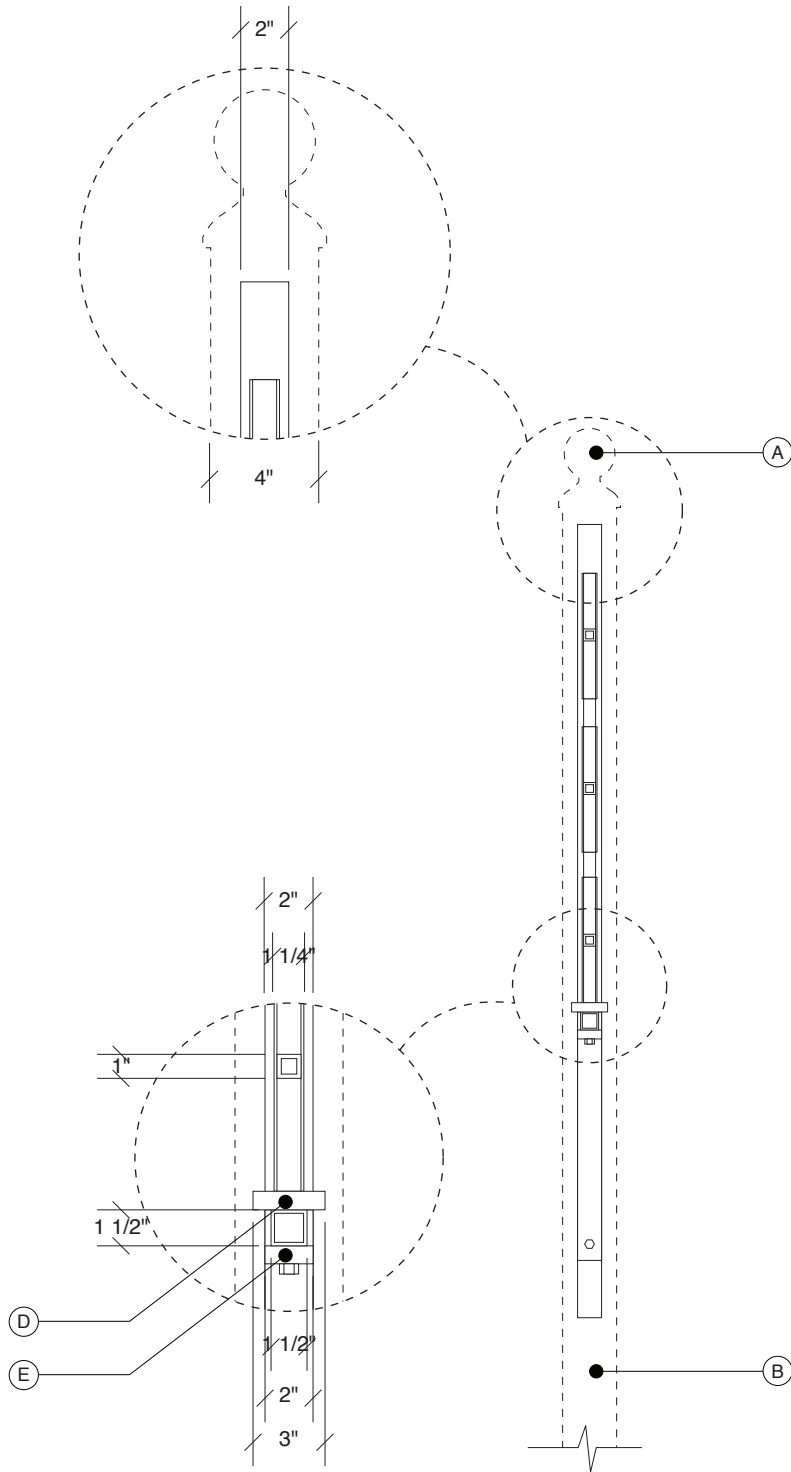
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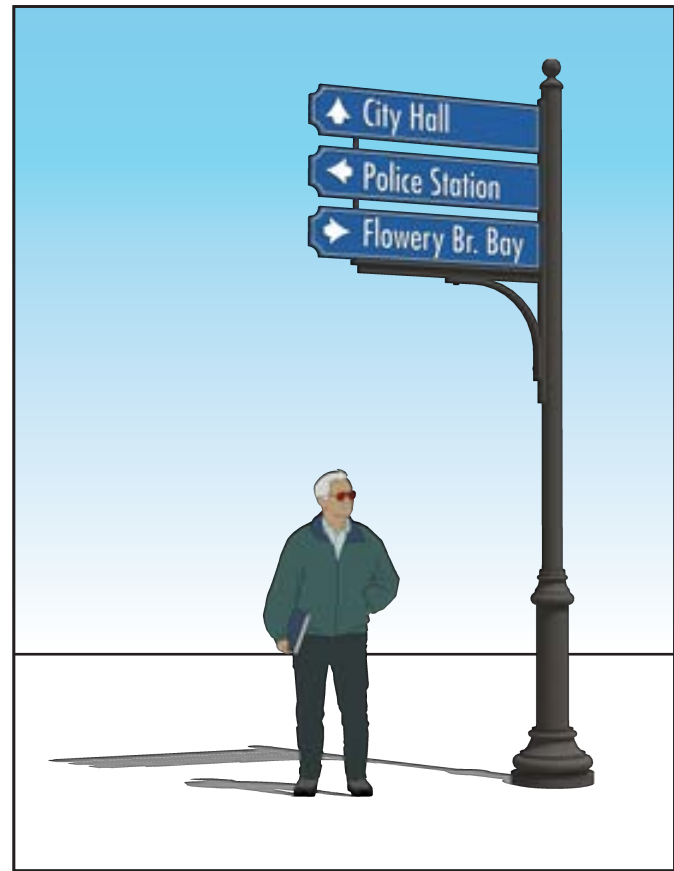
3 SECTION VIEW - VEHICULAR DIRECTIONAL
SCALE: 3/4" = 1'-0"



1 VEHICULAR DIRECTIONAL - ELEVATION DETAIL
SCALE: 3/4" = 1'-0"



2 SECTION VIEW - VEHICULAR DIRECTIONAL
SCALE: 3/4" = 1'-0"



4 VEHICULAR DIRECTIONAL - 3D MODEL RENDERING
SCALE: NTS

MATERIALS & SPECIFICATIONS

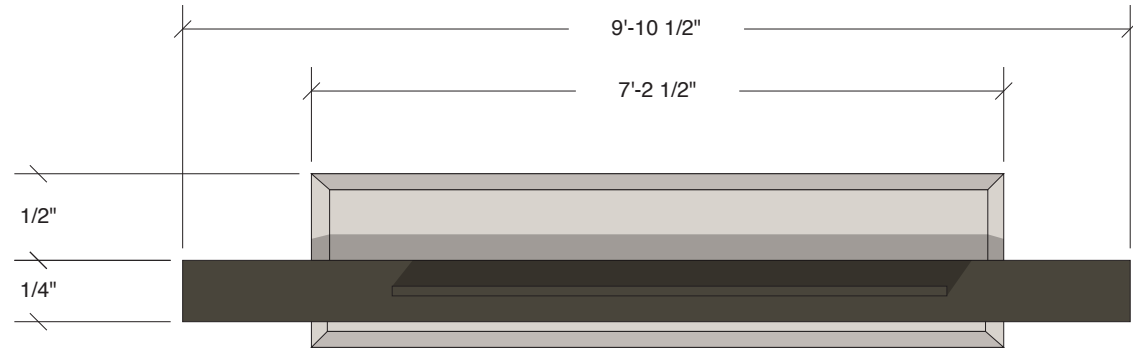
- A - 4" BALL FINIAL
- B - KING LUMINAIRE CANTERBURY STYLE ROUND EXTRUDED POLE KM90RF-13, WITH FACTORY PAINTED FINISH **P1**
- C - KING LUMINAIRE CANTERBURY STYLE TWO PART BASE, WITH FACTORY PAINTED FINISH **P1**
- D - FABRICATED ALUMINUM BRACKET ARM, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - FABRICATED DIMENSIONAL ALUMINUM SIGN PANEL, PAINTED **P1** WITH FACE PAINTED **P3**
- G - PAINTED FLOWERY BRANCH LOGO, PAINTED **P2**
- H - APPLIED VINYL COPY AND DECORATIVE BORDER, **V1**

INSTALL:

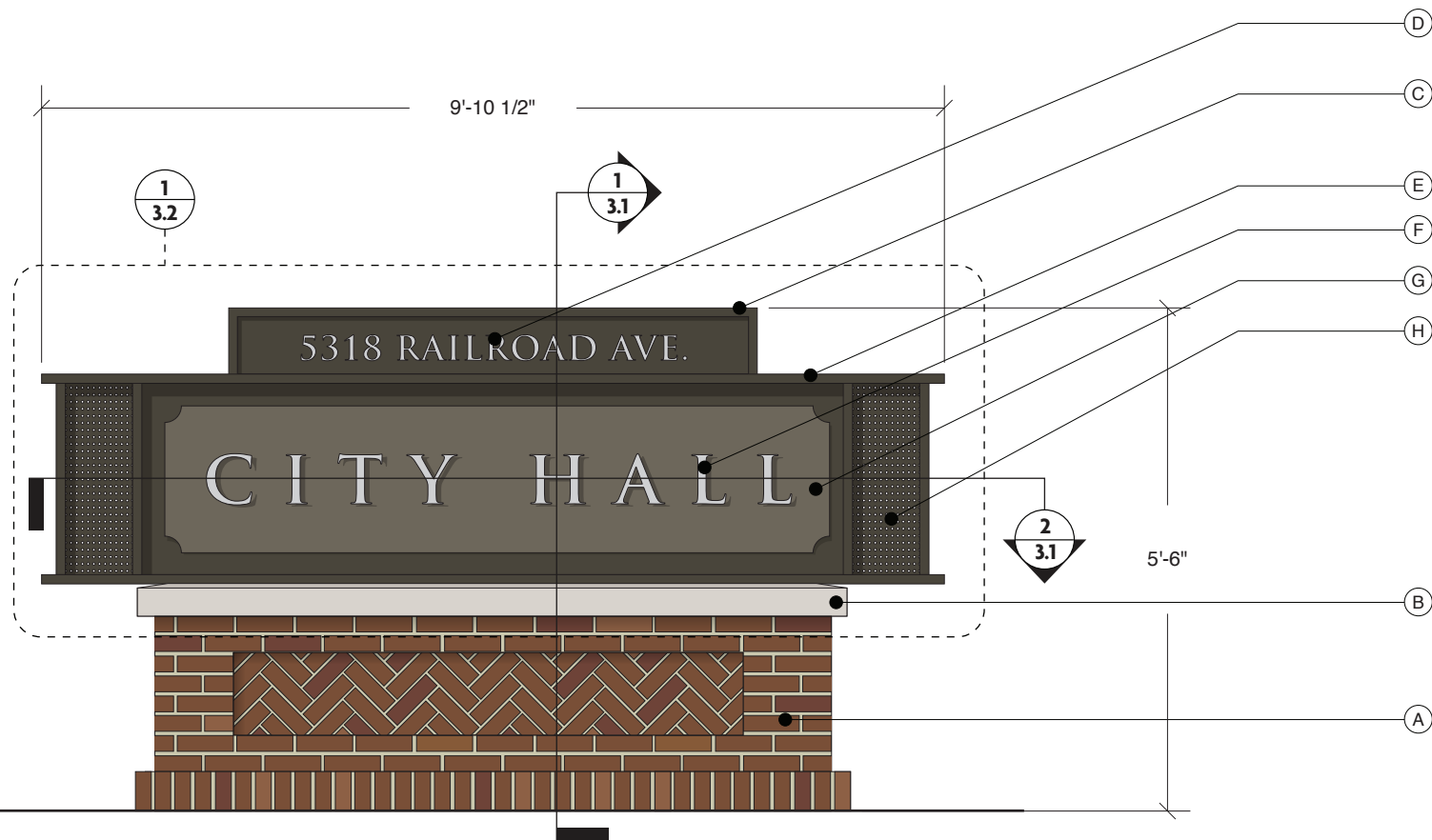
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- STRUCTURAL STEEL BREAKWAY POST TO BE SET IN CONCRETE (36" MIN.)

NOTES:

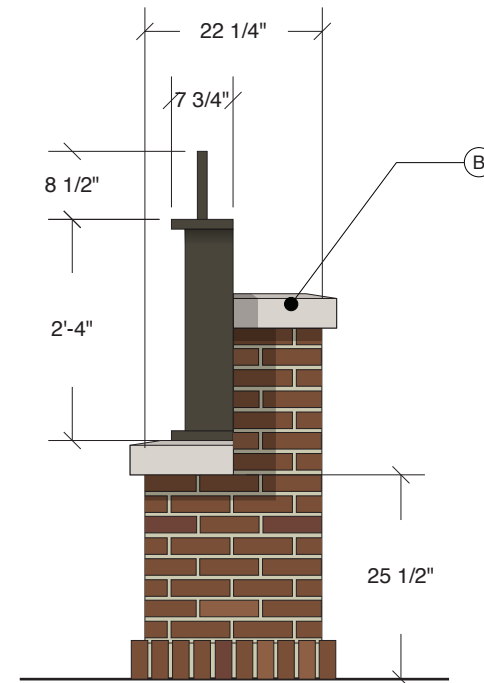
1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING



3 PLAN VIEW - BUILDING/ SITE ID
SCALE: 1/2" = 1'-0"



1 FRONT ELEVATION - BUILDING/ SITE ID
SCALE: 1/2" = 1'-0"



2 SIDE ELEVATION - BUILDING/ SITE ID
SCALE: 1/2" = 1'-0"

MATERIALS & SPECIFICATIONS

- A - MASONRY BASE CLAD WITH BRICK WITH RECESSED HERRING BONE BRICK PATTERN, **B1**
- B - PRECAST STONE CAP, **PC1**
- C - FABRICATED ALUMINUM FRAME WITH RECESSED FACE PANEL, PAINTED **P1**
- D - .25" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- E - FABRICATED DIMENSIONAL ALUMINUM RAILS, PAINTED **P1**
- F - .5" THICK WATERJET CUT ALUMINUM LETTERS WITH HORIZONTAL BRUSH AND CLEAR COAT FINISH
- G - FABRICATED DIMENSIONAL ALUMINUM CABINET, PAINTED **P2**
- H - .125" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.5" DIAM. HOLES ON .75" CENTERS), PAINTED **P1**

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

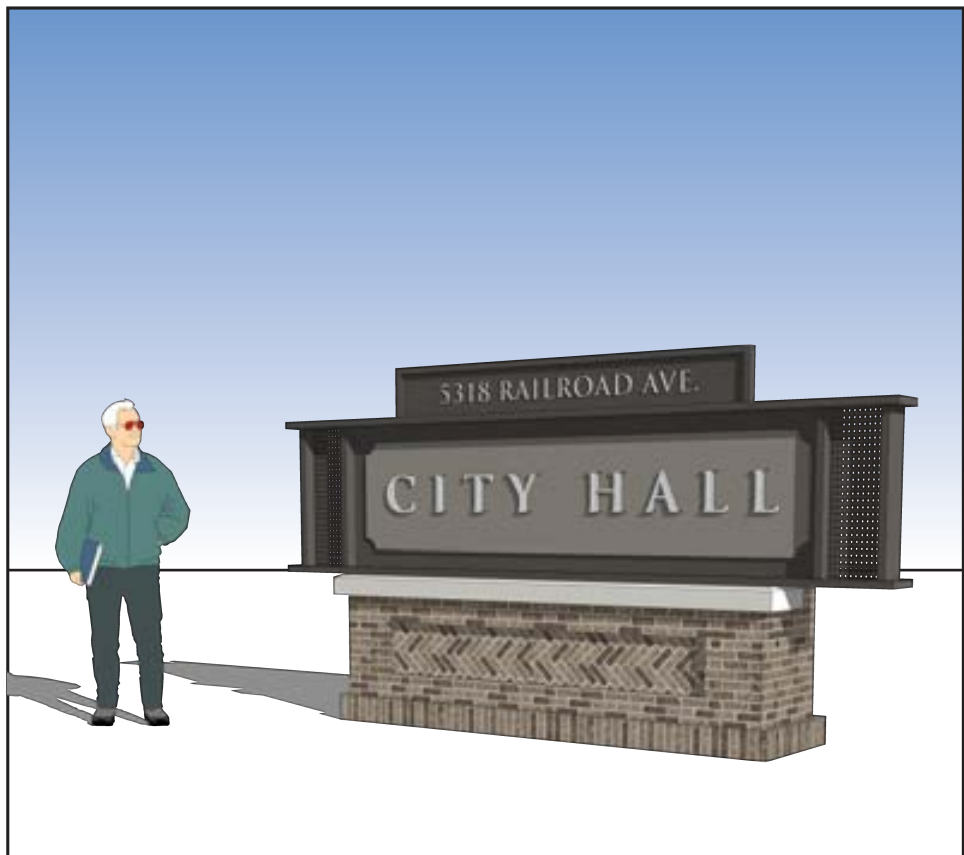
1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (1) SIDED



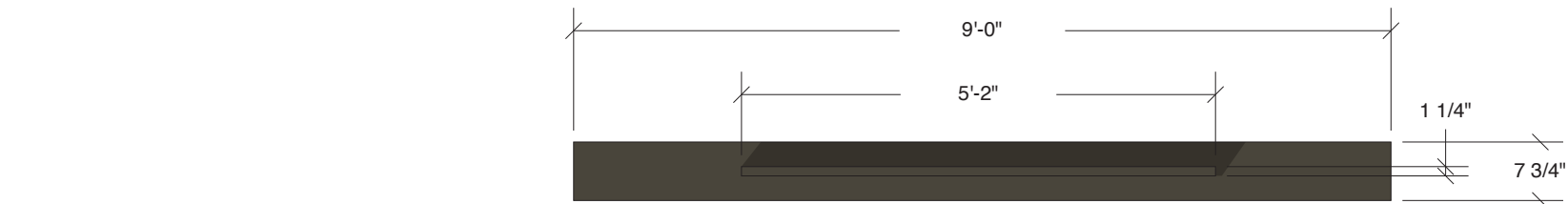
3 BUILDING ID - ELEVATION DETAIL (2 LINE COPY LAYOUT)
SCALE: 1/2" = 1'-0"



1 BUILDING ID - ELEVATION DETAIL
SCALE: 1/2" = 1'-0"



2 BUILDING ID - 3D MODEL RENDERING
SCALE: NTS

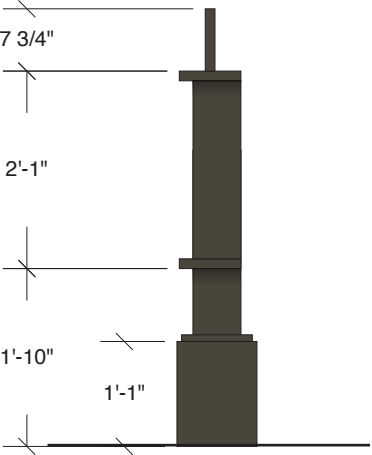


3 PLAN VIEW - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"

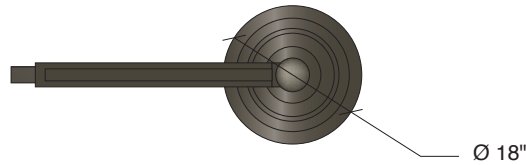
MATERIALS & SPECIFICATIONS	
A	- 6" SQUARE ALUMINUM POST, PAINTED P1
B	- FABRICATED ALUMINUM BASE, PAINTED P1
C	- 1"x 3" ALUMINUM TUBE CURVED BRACE, PAINTED P1
D	- FABRICATED ALUMINUM FRAME WITH RECESSED FACE PANEL, PAINTED P1
E	- .25" THICK WATERJET CUT ALUMINUM LETTERS WITH PAINTED FINISH P1 AND APPLIED VINYL FACE V1
F	- FABRICATED DIMENSIONAL ALUMINUM RAILS, PAINTED P1
G	- .5" THICK WATERJET CUT ALUMINUM LETTERS WITH PAINTED FINISH P1 AND APPLIED VINYL FACE V1
H	- FABRICATED DIMENSIONAL ALUMINUM CABINET, PAINTED P2
J	- .125" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.5" DIAM. HOLES ON .75" CENTERS), PAINTED P1
INSTALL:	
- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS	
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER	
- BACKFILL AS REQUIRED	
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER	
NOTES:	
1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING	
2. SIGN IS (1) SIDED	



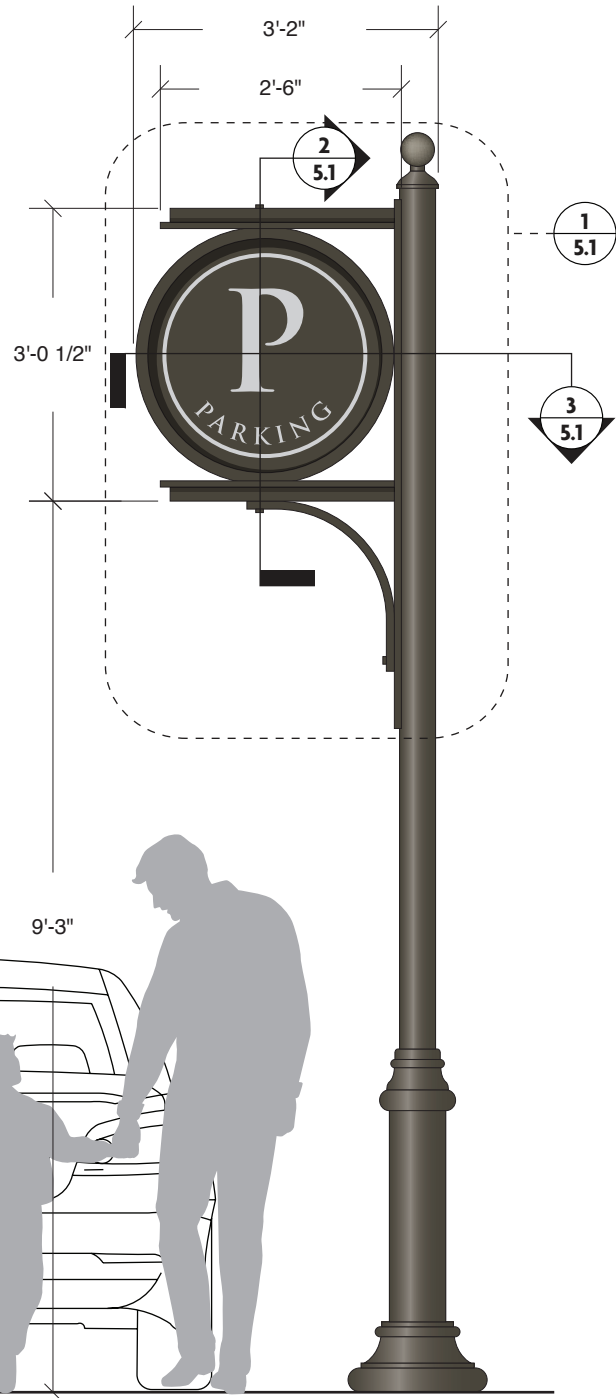
1 FRONT ELEVATION - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"



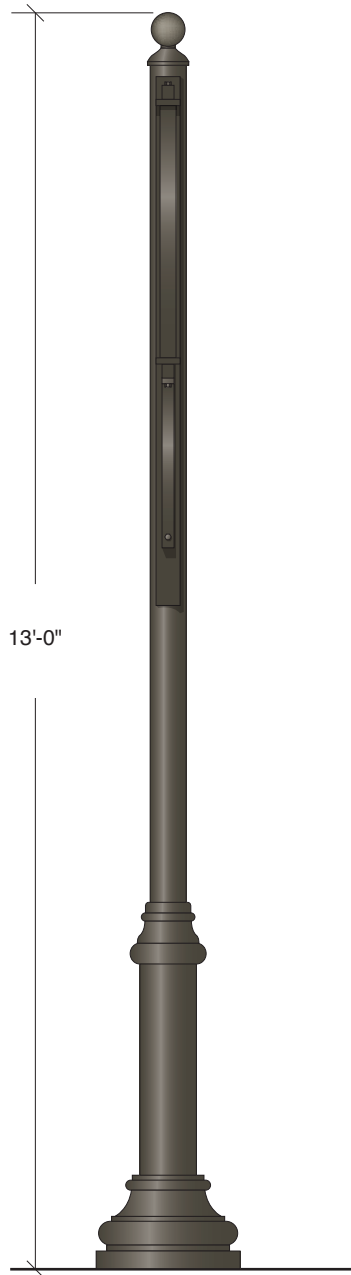
2 SIDE ELEVATION - BUILDING/ SITE ID (SMALL)
SCALE: 1/2" = 1'-0"



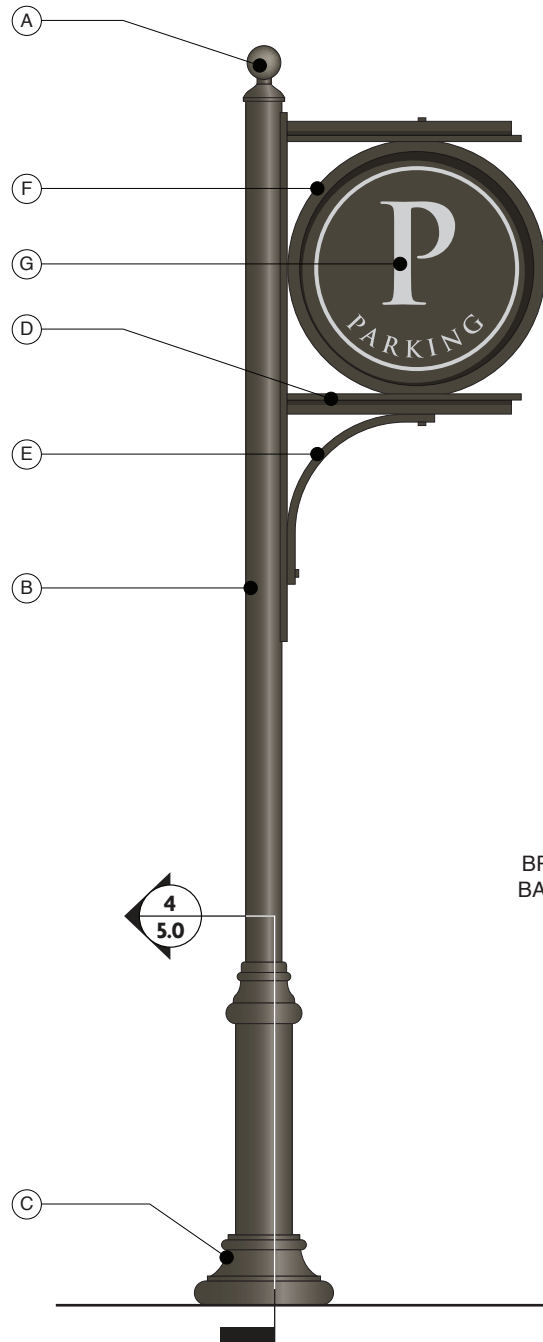
5 PLAN VIEW - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"



1 FRONT ELEVATION - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"

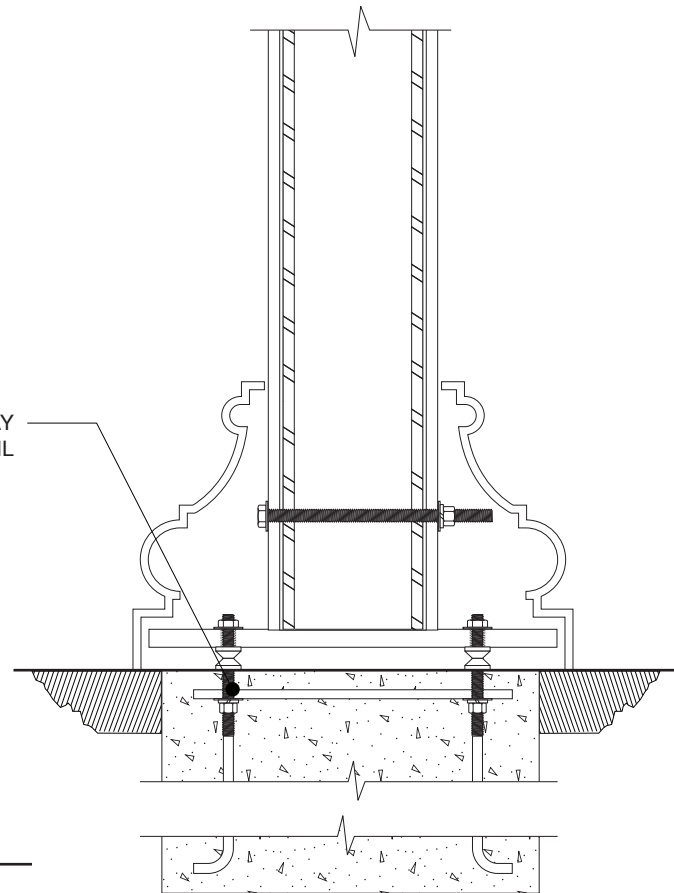


2 SIDE ELEVATIONS - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"



3 REAR ELEVATION - VEHICULAR DIRECTIONAL
SCALE: 1/2" = 1'-0"

BREAKAWAY
BASE DETAIL



4 SECTION VIEW - VEHICULAR DIRECTIONAL
SCALE: 1 1/2" = 1'-0"

MATERIALS & SPECIFICATIONS

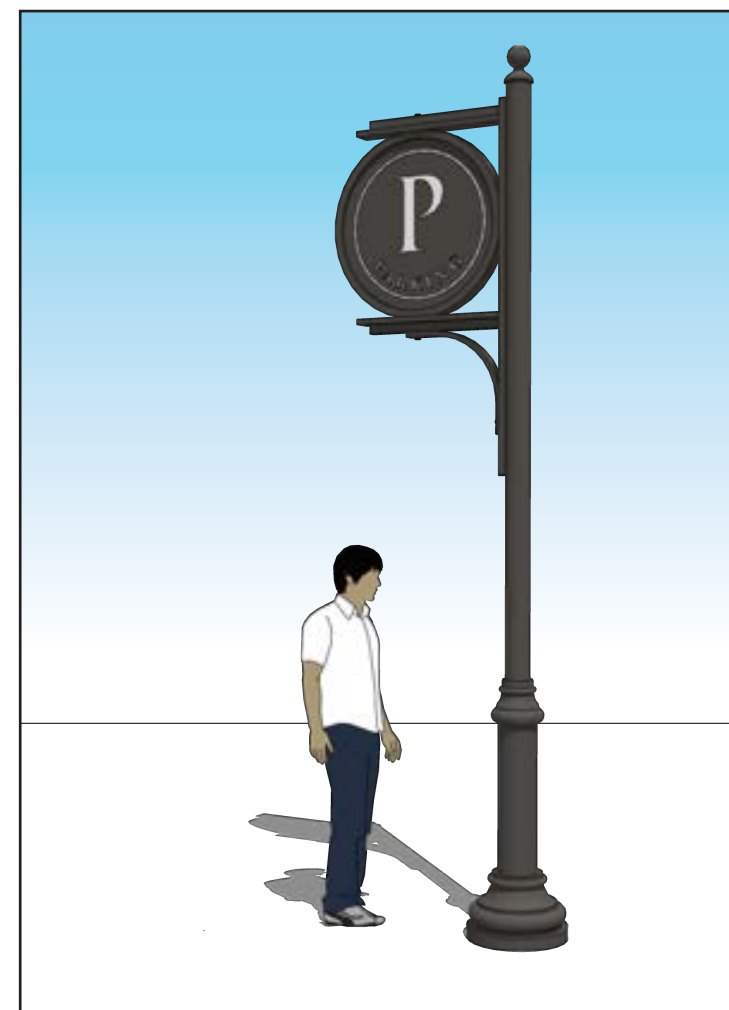
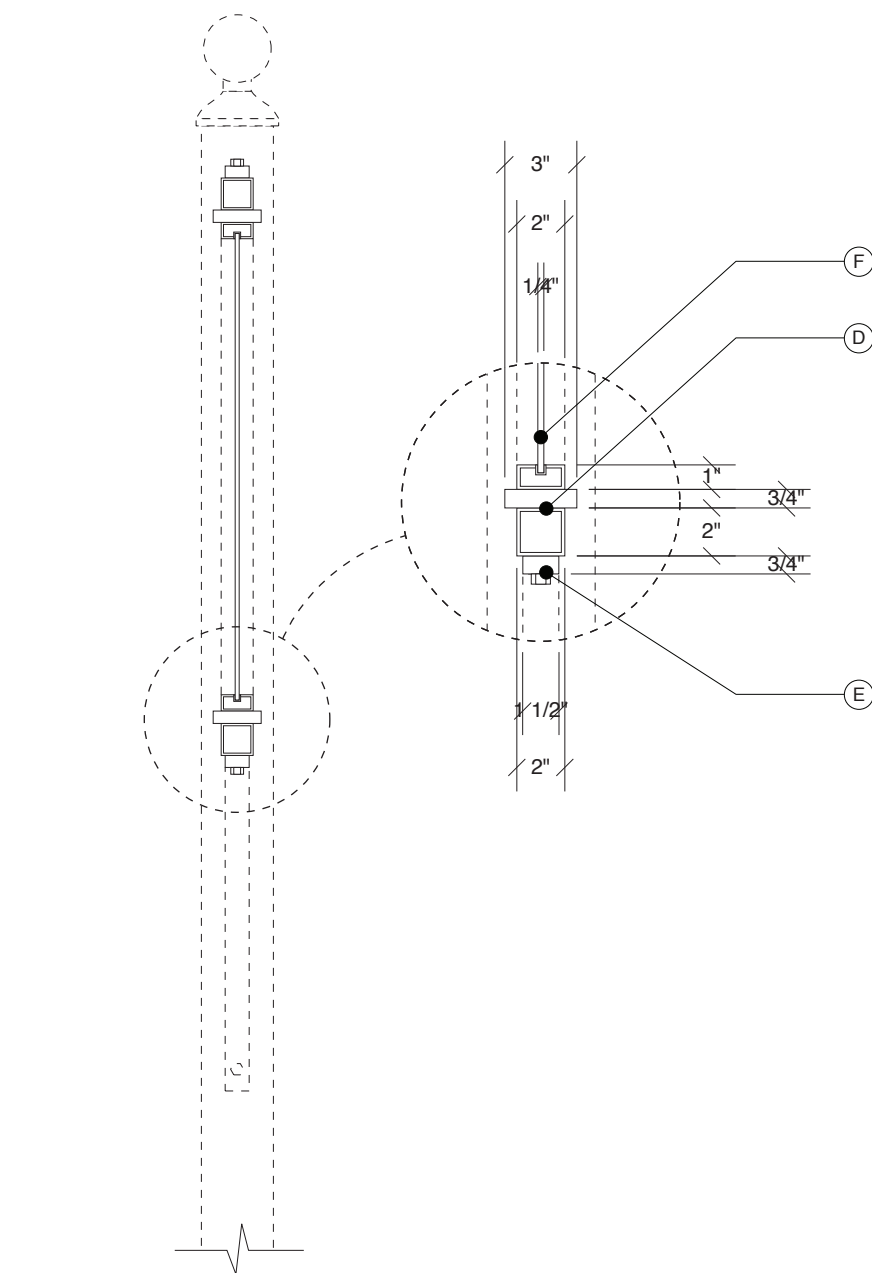
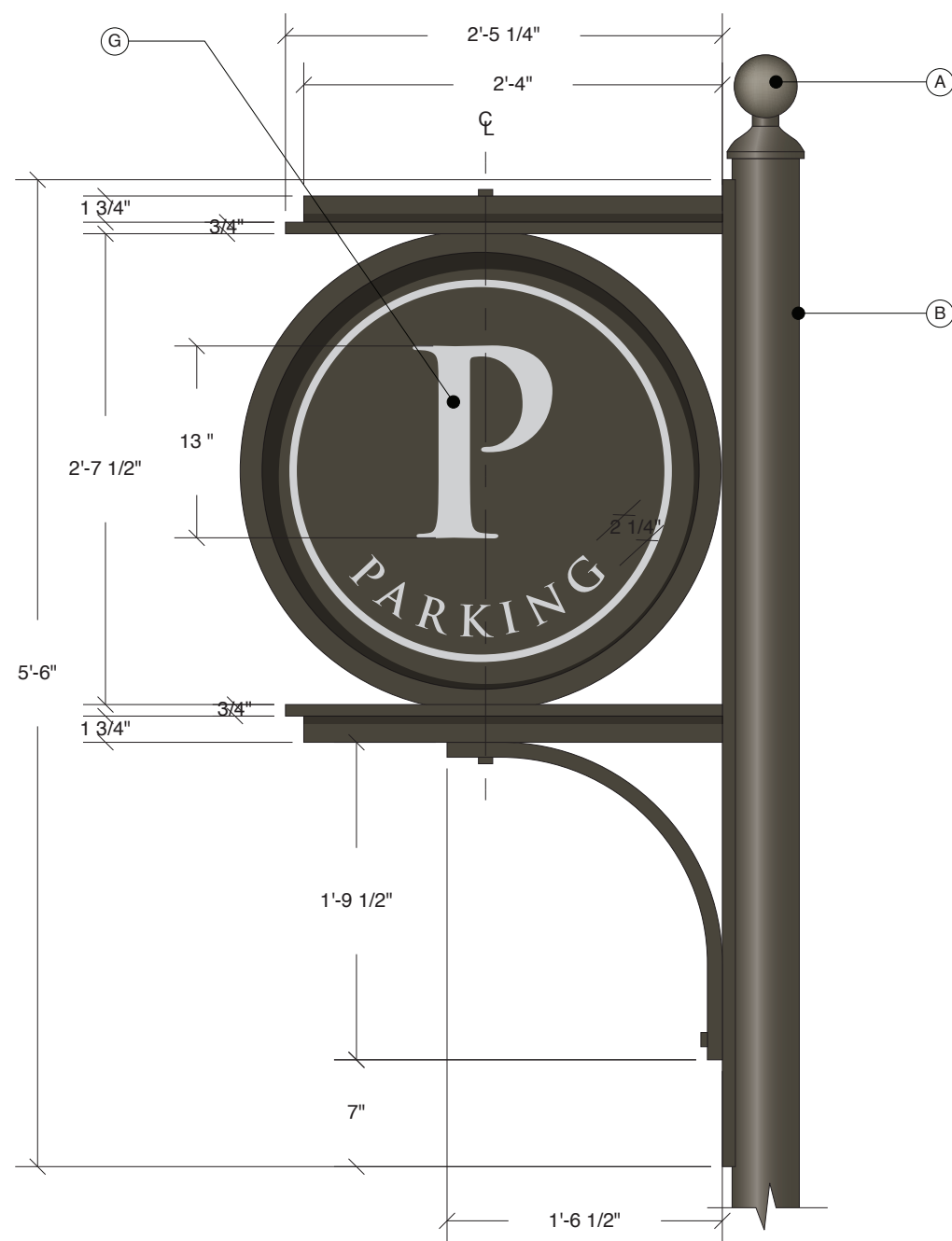
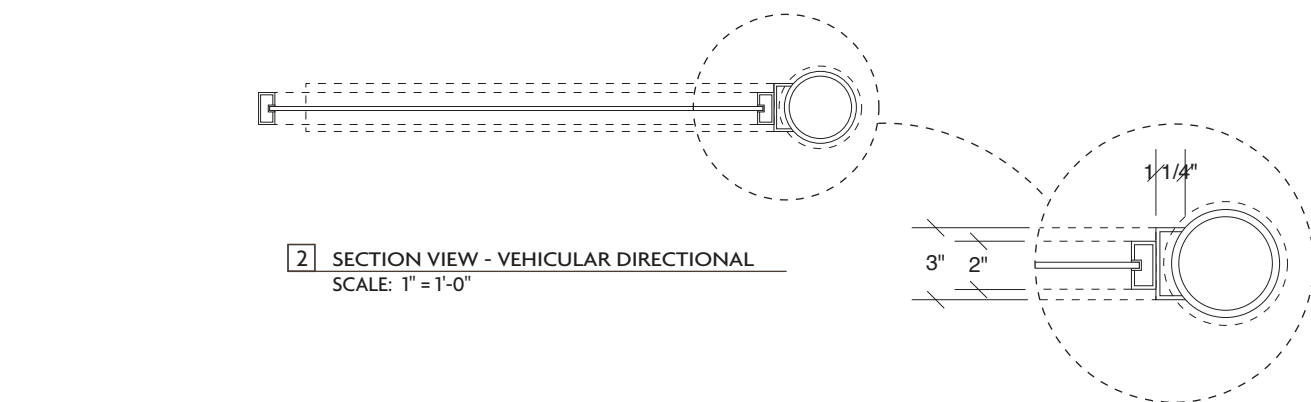
- A - 4" BALL FINIAL
- B - KING LUMINAIRE CANTERBURY STYLE ROUND EXTRUDED POLE KM90RF-13, WITH FACTORY PAINTED FINISH **P1**
- C - KING LUMINAIRE CANTERBURY STYLE TWO PART BASE, WITH FACTORY PAINTED FINISH **P1**
- D - FABRICATED ALUMINUM BRACKET ARM, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - FABRICATED DIMENSIONAL ALUMINUM MEDALLION WITH INSET .25" SIGN FACE, PAINTED **P1**
- G - APPLIED VINYL COPY AND DECORATIVE BORDER, **V1**

INSTALL:

- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- STRUCTURAL STEEL BREAKWAY POST TO BE SET IN CONCRETE (36" MIN.)

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING



MATERIALS & SPECIFICATIONS

- A - 4" BALL FINIAL
- B - KING LUMINAIRE CANTERBURY STYLE ROUND EXTRUDED POLE KM90RF-13, WITH FACTORY PAINTED FINISH **P1**
- C - KING LUMINAIRE CANTERBURY STYLE TWO PART BASE, WITH FACTORY PAINTED FINISH **P1**
- D - FABRICATED ALUMINUM BRACKET ARM, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - FABRICATED DIMENSIONAL ALUMINUM MEDALLION WITH INSET .25" SIGN FACE, PAINTED **P1**
- G - APPLIED VINYL COPY AND DECORATIVE BORDER, **V1**

INSTALL:

- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- STRUCTURAL STEEL BREAKWAY POST TO BE SET IN CONCRETE (36" MIN.)

NOTES:

1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING

555 IVAN ALLEN JR. BLVD. SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

sky design

PROJECT NO: 31336.00

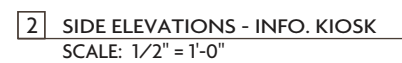
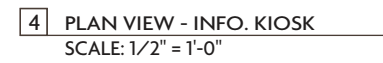
TITLE: City of Flowery Branch

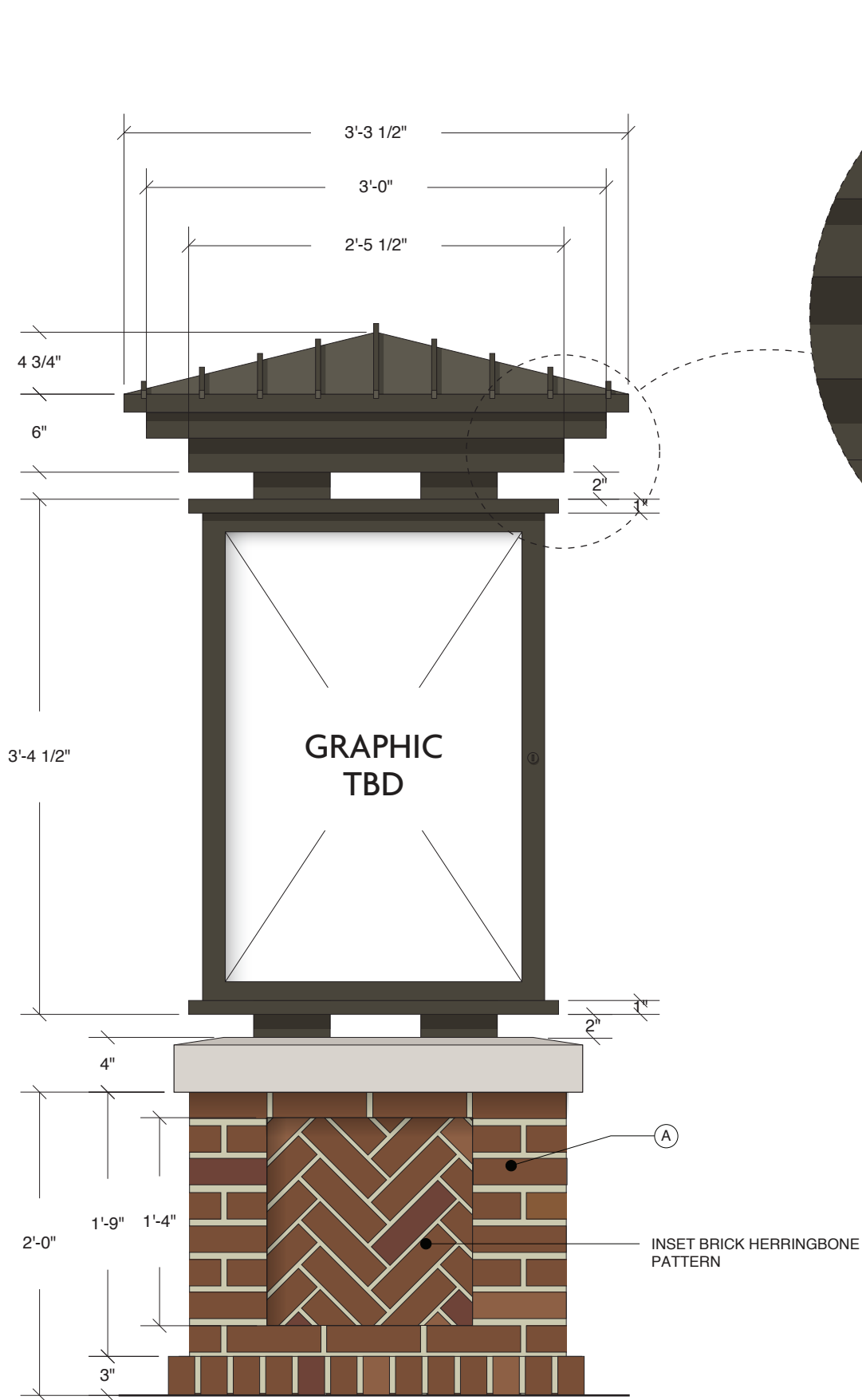
SIGN TYPE: E. Public Parking ID

ISSUE DATE: 08.02.19

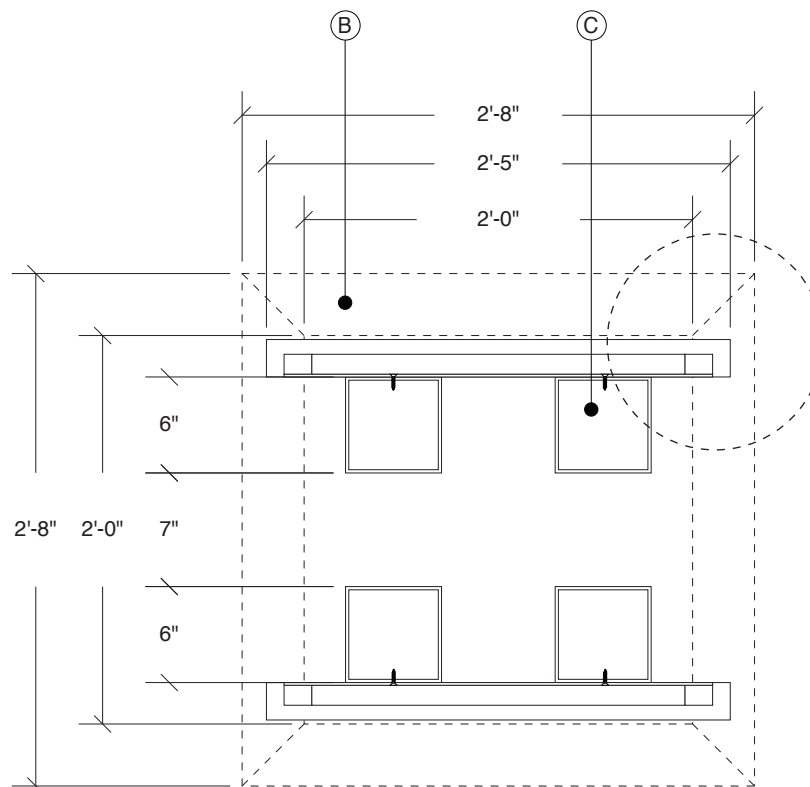
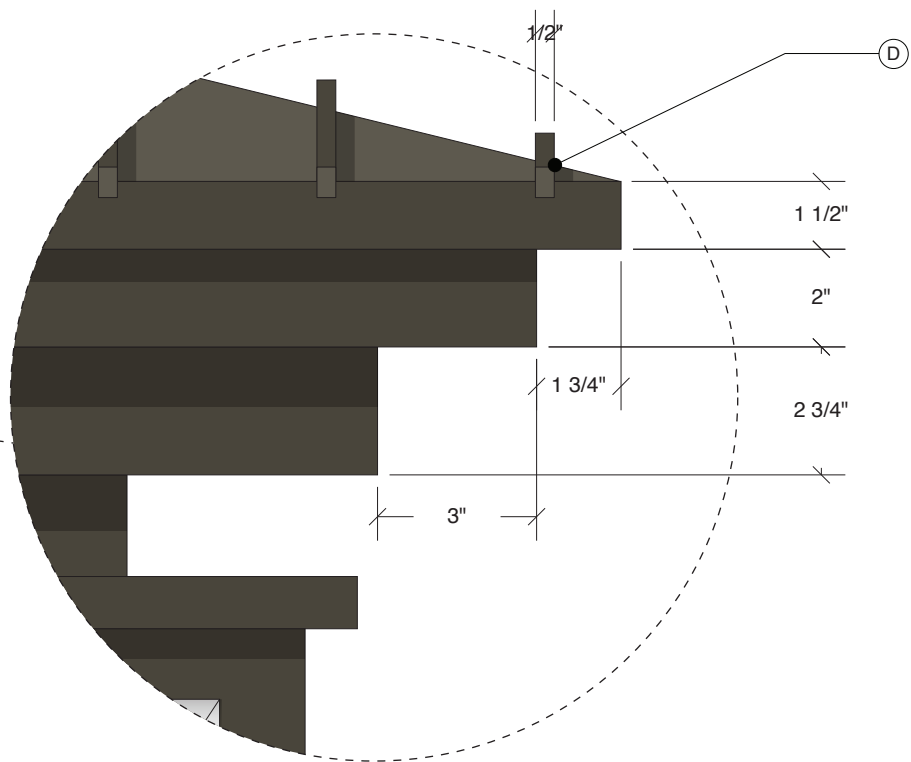
REV. #: DATE: DRAWN BY:

# 0	08.02.19	GW/TC
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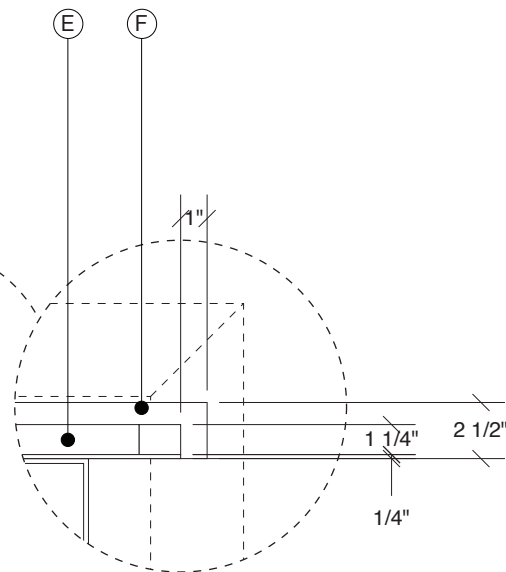




1 FRONT ELEVATION - INFO. KIOSK (DETAIL)
SCALE: 1" = 1'-0"



2 SECTION VIEW - INFO. KIOSK (DETAIL)
SCALE: 1" = 1'-0"



MATERIALS & SPECIFICATIONS	
A	- MASONRY BASE CLAD WITH BRICK VENEER, B1
B	- PRECAST STONE CAP, PC1
C	- (4) 6" SQUARE ALUMINUM POST, PAINTED P1
D	- FABRICATED ALUMINUM ROOF WITH STANDING SEAM DETAILS, PAINTED P1
E	- 24"x 36" HINGED/ LOCKABLE DISPLAY CABINET (ITEM ID # TKM750 WWW.DISPLAYS4SALE.COM) WITH PARK RULES DIGITAL PRINT, CABINET PAINTED P1
F	- FABRICATED ALUMINUM ACCENT RAILS, PAINTED P1

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

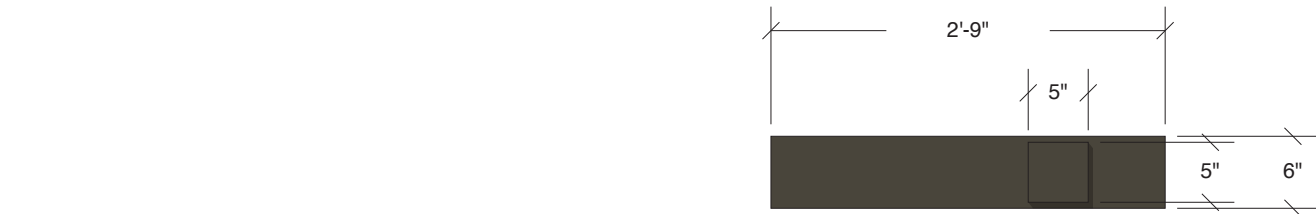
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1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING
2. SIGN IS (2) SIDED

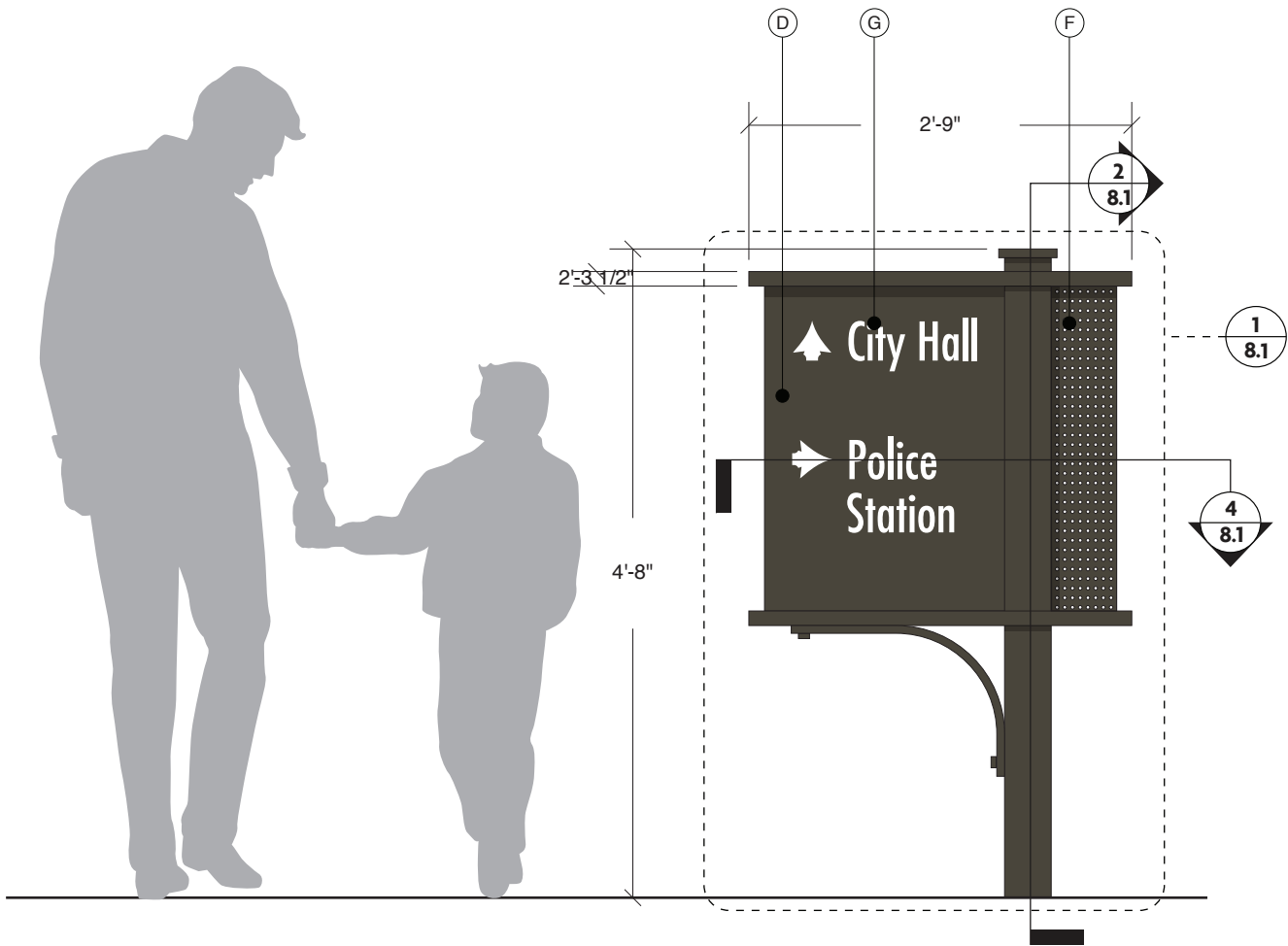


1. ALL LOCATIONS WILL REQUIRE REVIEW BY CITY TO DETERMINE EXACT ORIENTATION, PLACEMENT AND MESSAGING

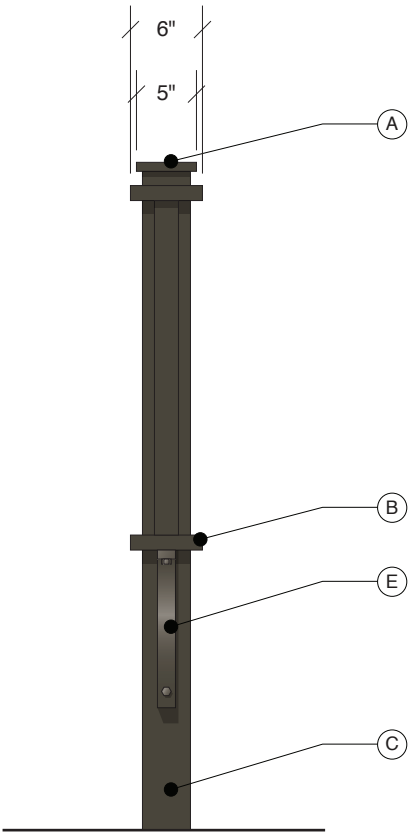
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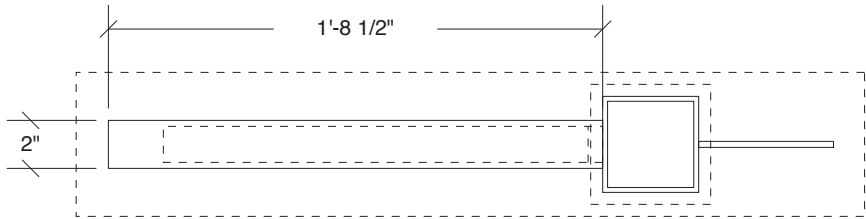
3 PLAN VIEW - DIRECTIONAL
SCALE: 3/4" = 1'-0"



1 FRONT ELEVATION - DIRECTIONAL
SCALE: 3/4" = 1'-0"



2 SIDE ELEVATION - DIRECTIONAL
SCALE: 3/4" = 1'-0"



4 SECTION VIEW - DIRECTIONAL
SCALE: 1 1/2" = 1'-0"

MATERIALS & SPECIFICATIONS

- A - .75" THICK ALUMINUM CAP, PAINTED **P1**
- B - FABRICATED ALUMINUM ARM, PAINTED **P1**
- C - 4" SQUARE ALUMINUM POST, PAINTED **P1**
- D - FABRICATED ALUMINUM CABINET, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - .25" THICK ALUMINUM DECORATIVE SIDE PANEL WITH PERF. PATTERN (.25" DIAM. HOLES ON .625" CENTERS), PAINTED **P1**
- G - APPLIED VINYL COPY **V1**

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

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2. SIGN IS (2) SIDED

PROJECT NO: 31336.00

TITLE: City of Flowery Branch

SIGN TYPE: H. Pedestrian Directional

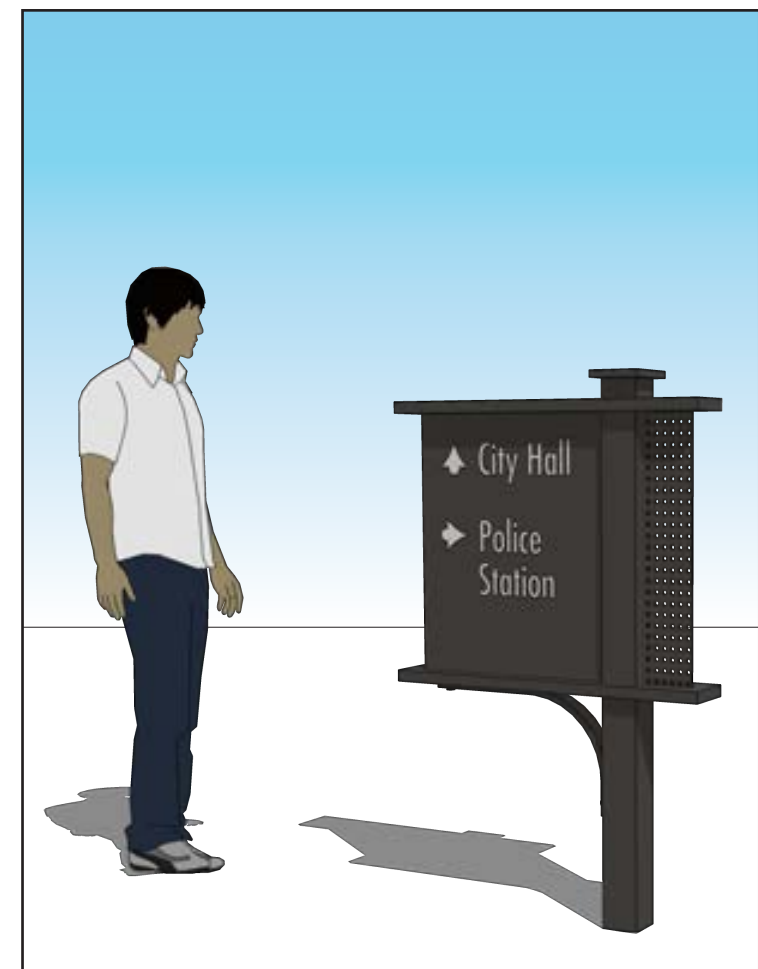
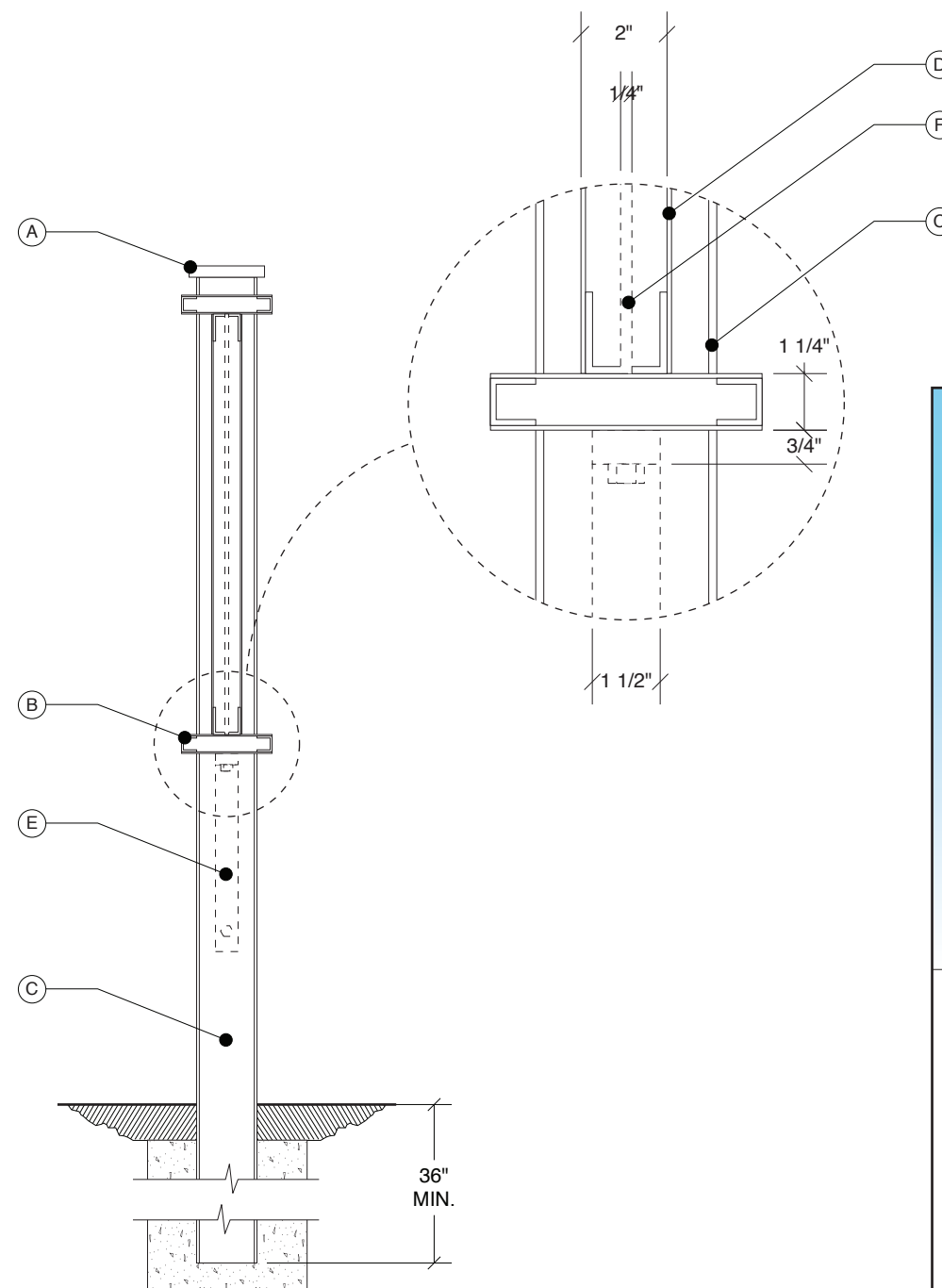
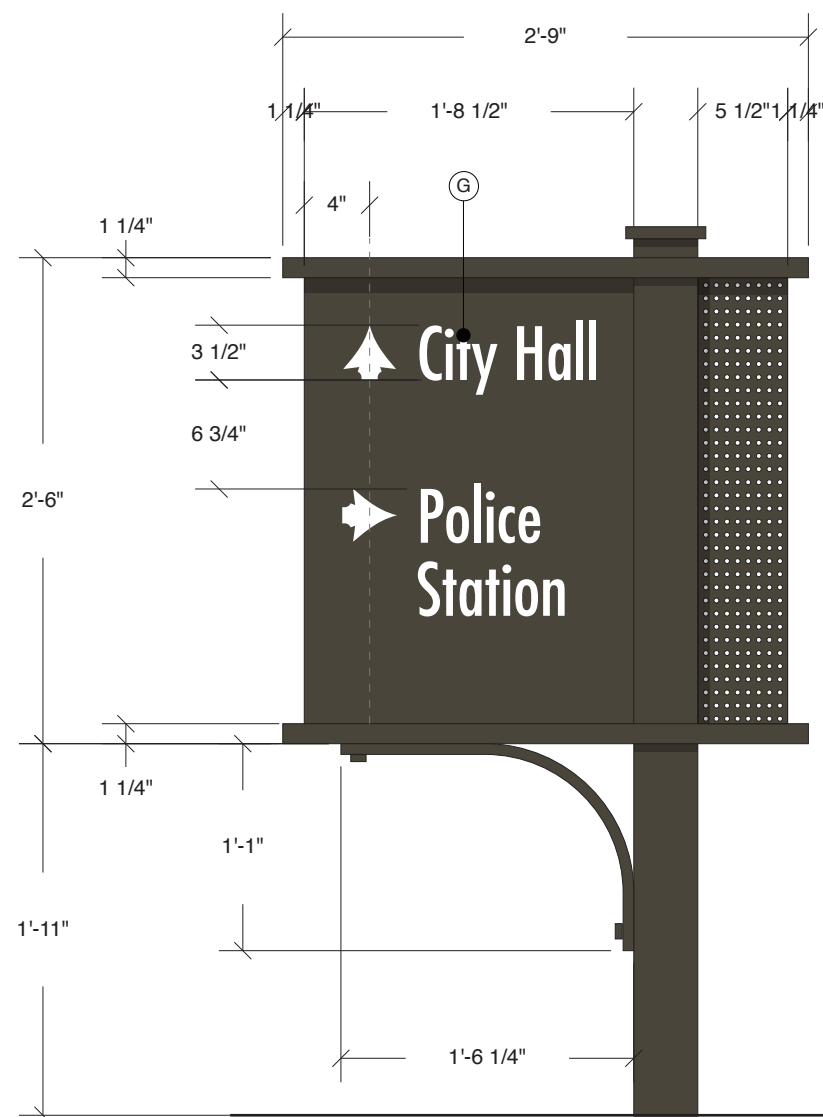
ISSUE DATE: 08.02.19

REV. #: DATE: DRAWN BY:

0 08.02.19 GW/TC

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MATERIALS & SPECIFICATIONS

- A - .75" THICK ALUMINUM CAP, PAINTED **P1**
- B - FABRICATED ALUMINUM ARM, PAINTED **P1**
- C - 4" SQUARE ALUMINUM POST, PAINTED **P1**
- D - FABRICATED ALUMINUM CABINET, PAINTED **P1**
- E - .75" THICK ALUMINUM CURVED BRACKET WITH
HEX BOLT ATTACHMENT DETAILS, PAINTED **P1**
- F - .25" THICK ALUMINUM DECORATIVE SIDE PANEL
WITH PERF. PATTERN (.25" DIAM. HOLES ON .625"
CENTERS), PAINTED **P1**
- G - APPLIED VINYL COPY **V1**

INSTALL:

- SIGN LOCATION TO BE SET BACK FROM ROW IN ACCORDANCE WITH GDOT REQUIREMENTS
- ALL STRUCTURAL COMPONENTS TO BE VERIFIED BY ENGINEER
- BACKFILL AS REQUIRED
- CONCRETE FOOTING TO BE VERIFIED BY STRUCTURAL ENGINEER

NOTES:

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2. SIGN IS (2) SIDED

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sky design

PROJECT NO: 31336.00

TITLE: City of Flowery Branch

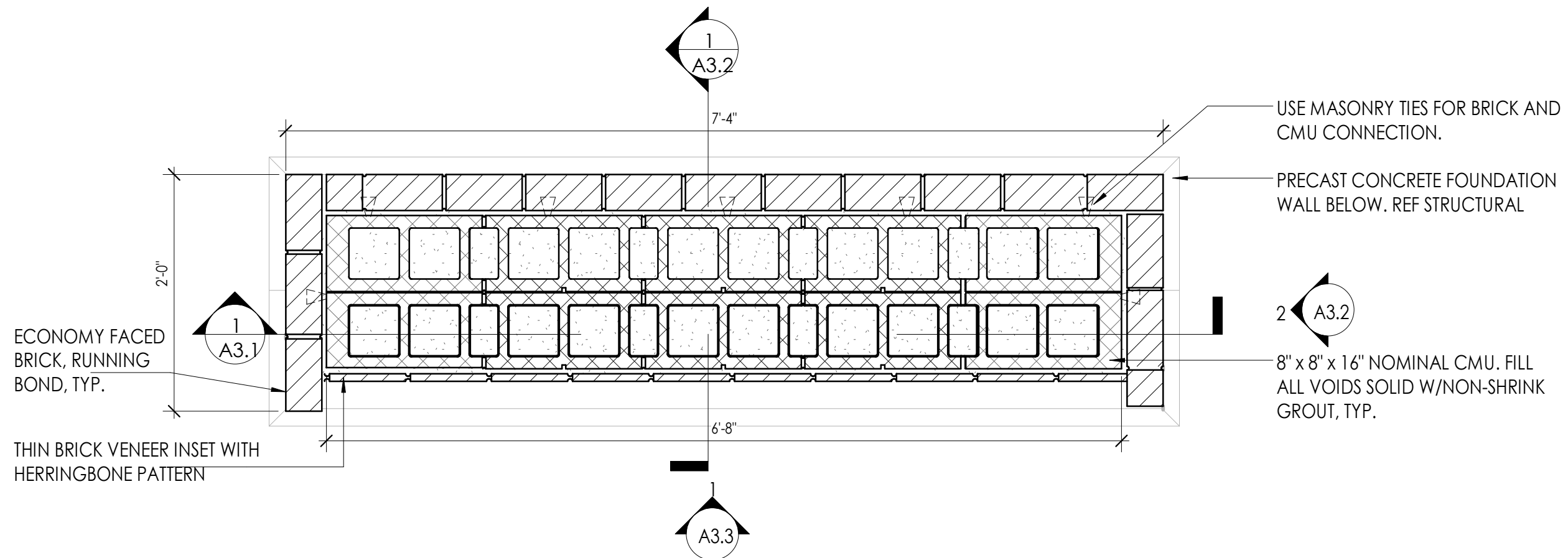
SIGN TYPE: H. Pedestrian Directional

ISSUE DATE: 08.02.19

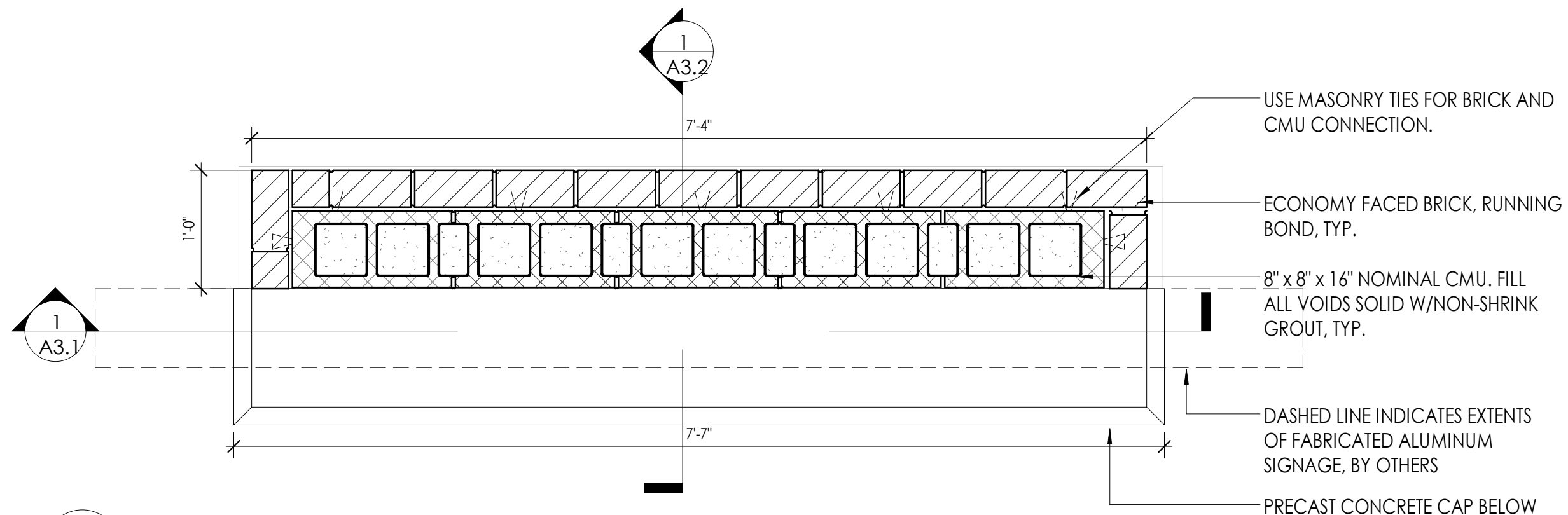
REV. #: DATE: DRAWN BY:

0 08.02.19 GW/TC

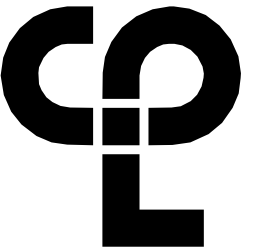
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1
A3.0
BUILDING & SITE ID SIGNAGE - PLAN
1" = 1'-0"



2
A3.0
BUILDING & SITE ID SIGNAGE - PLAN
1" = 1'-0"



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CPLteam.com

PROJECT INFORMATION

Project Number

15832.00

Client Name

CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

SHEET INFORMATION

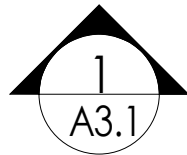
Issue Date

10/2020

Drawing Title

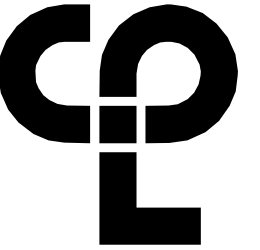
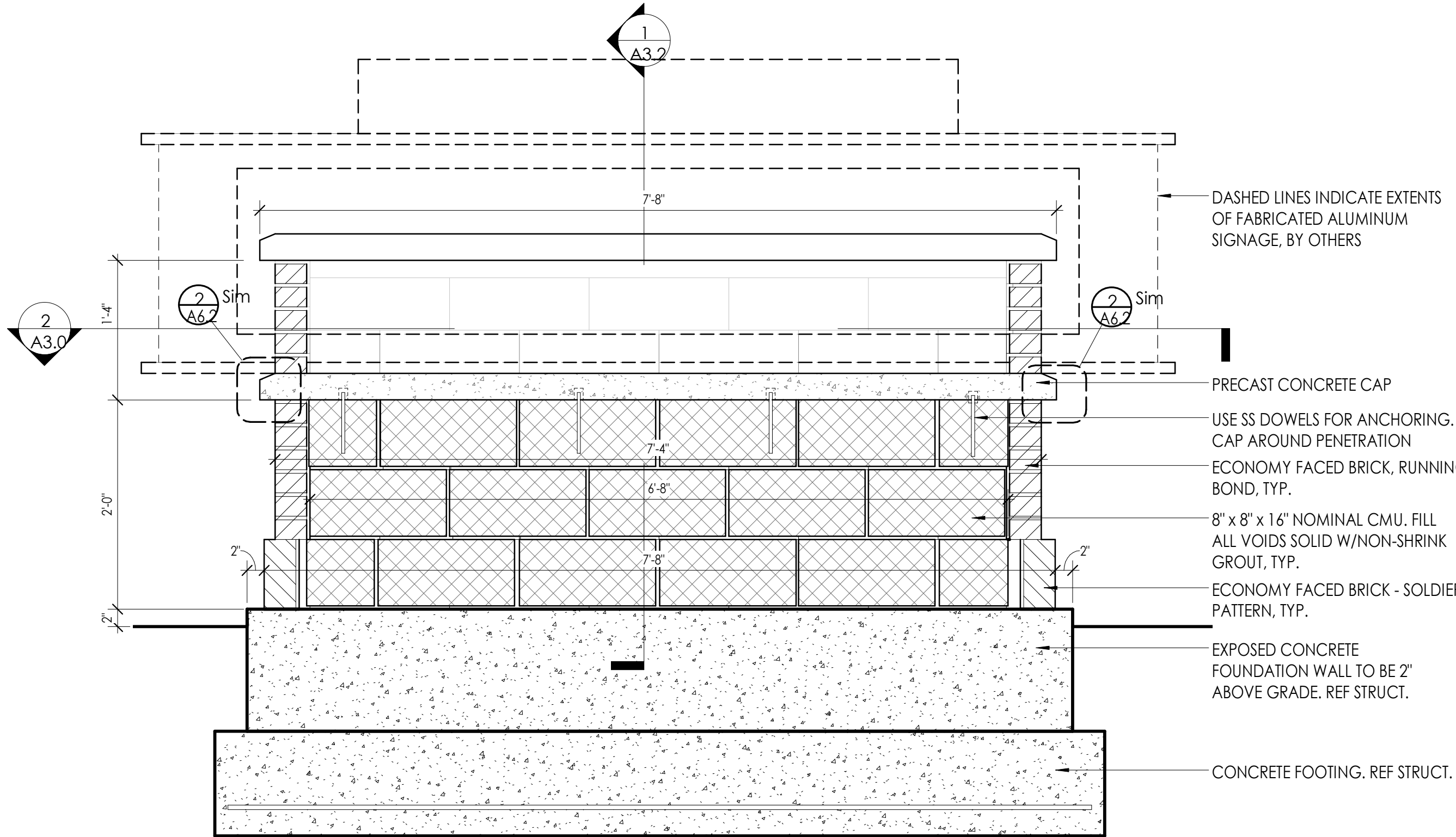
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- PLANS**

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BUILDING & SITE ID - SECTION

1" = 1'-0"



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PROJECT INFORMATION

Project Number
15832.00

Client Name
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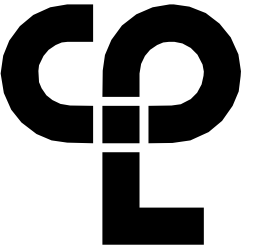
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SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
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Drawing Title
BUILDING AND SITE ID SIGNAGE
- SECTION

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PROJECT INFORMATION

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15832.00

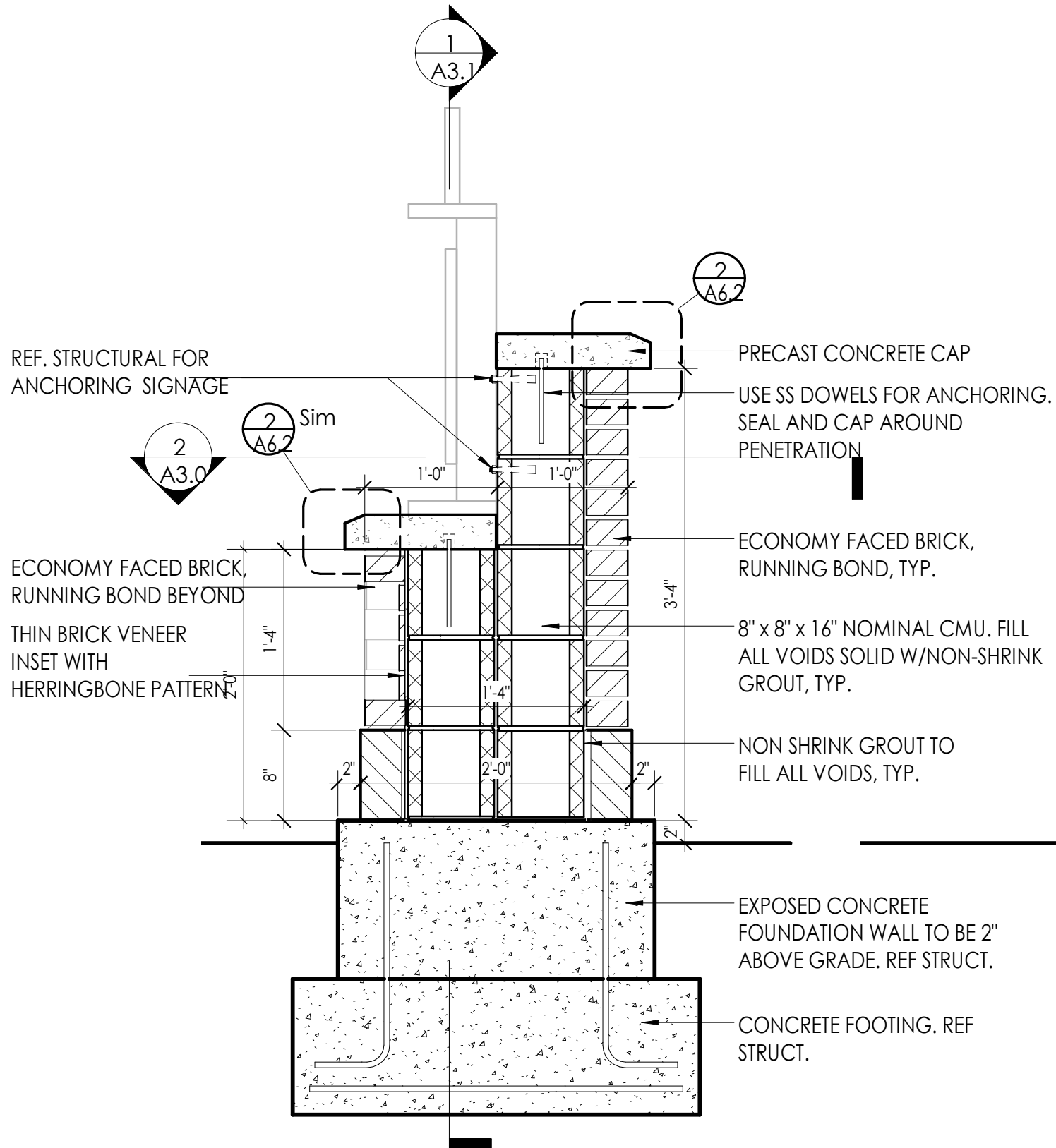
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CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

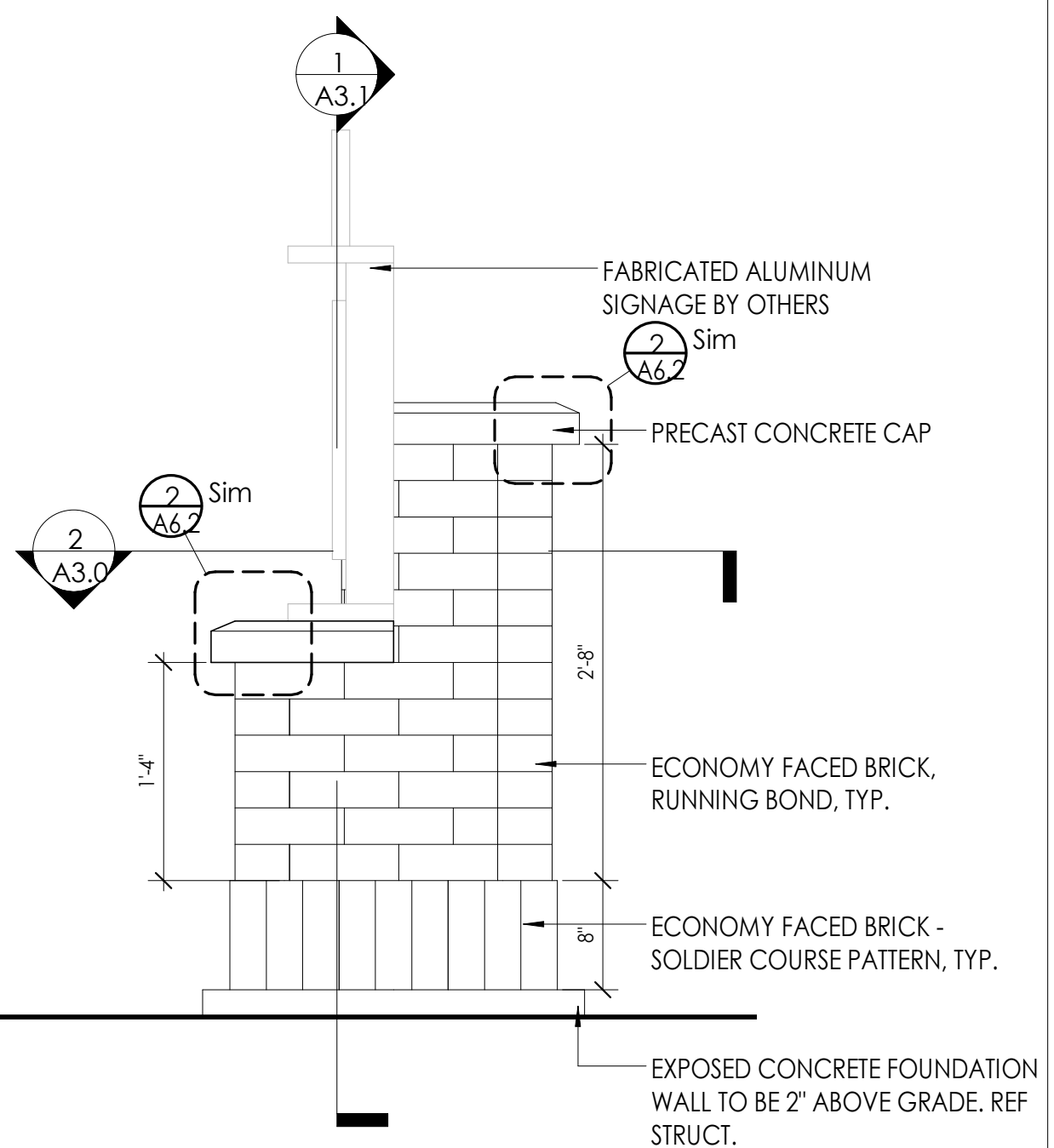
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FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
10/2020
Drawing Title
BUILDING AND SITE ID SIGNAGE
- ELEVATION & SECTION



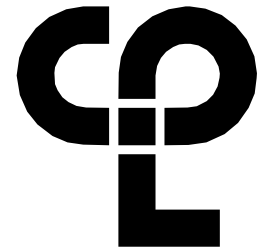
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BUILDING & SITE ID - SECTION
1" = 1'-0"



2
A3.2
BUILDING & SITE ID SIGNAGE - ELEVATION
1" = 1'-0"

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PROJECT INFORMATION

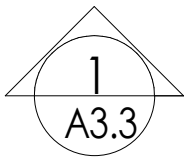
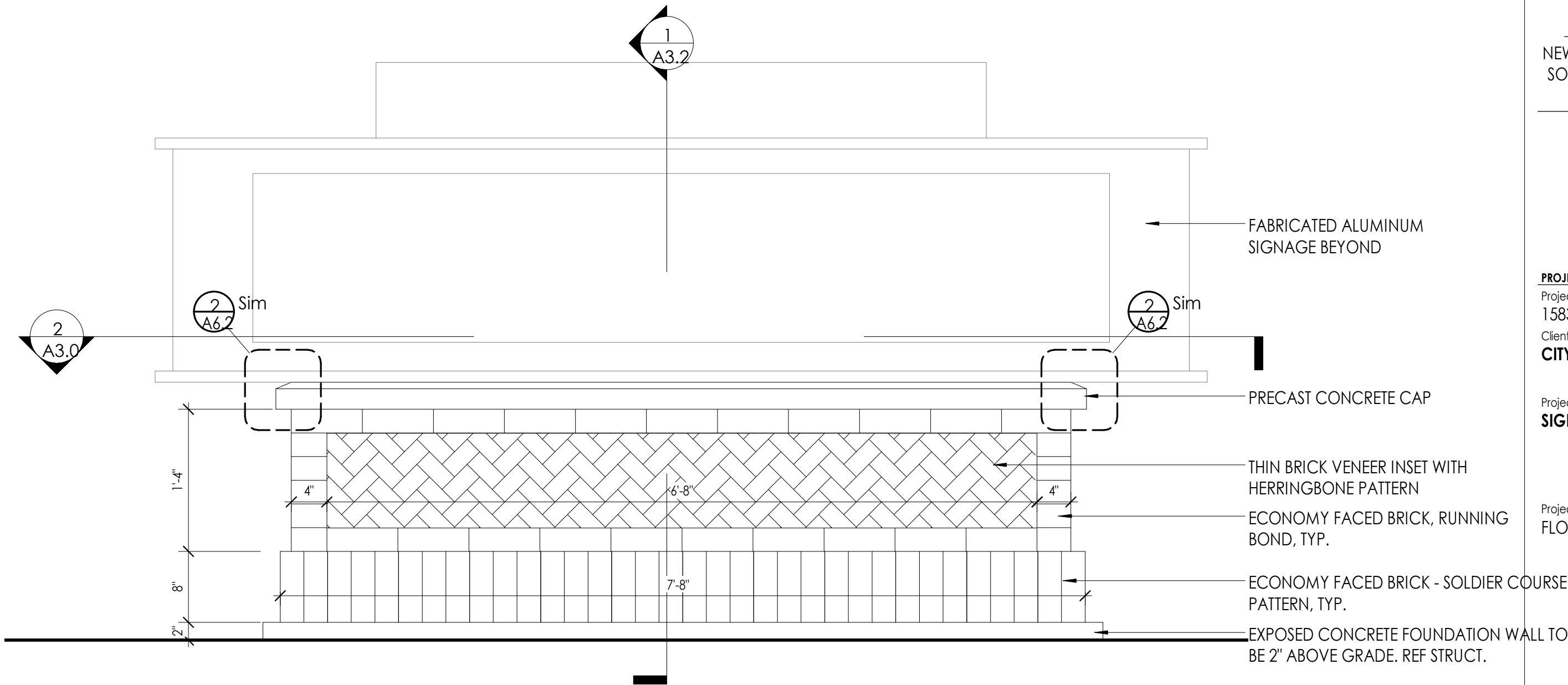
Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

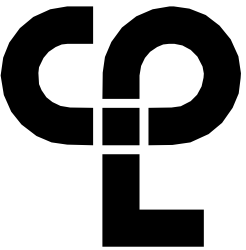
Issue Date
10/2020
Drawing Title
BUILDING AND SITE ID SIGNAGE
- ELEVATION



BUILDING & SITE ID SIGNAGE - ELEVATION

1" = 1'-0"

11/5/2020 11:44:14 AM <project location>\D Design\08 CAD\Revit\CENTRAL FILES



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PROJECT INFORMATION

Project Number

15832.00

Client Name

CITY OF FLOWERY BRANCH

Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

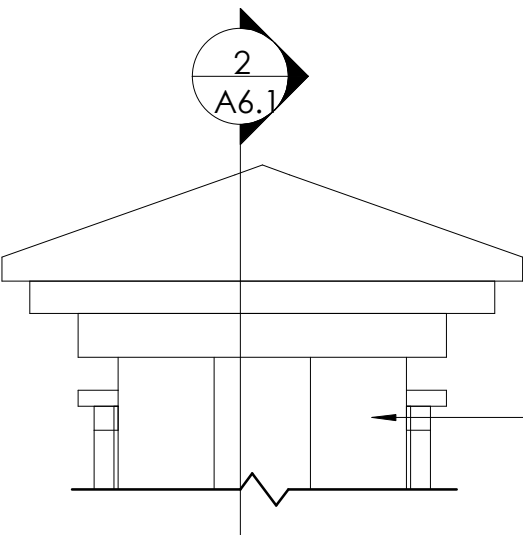
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Issue Date

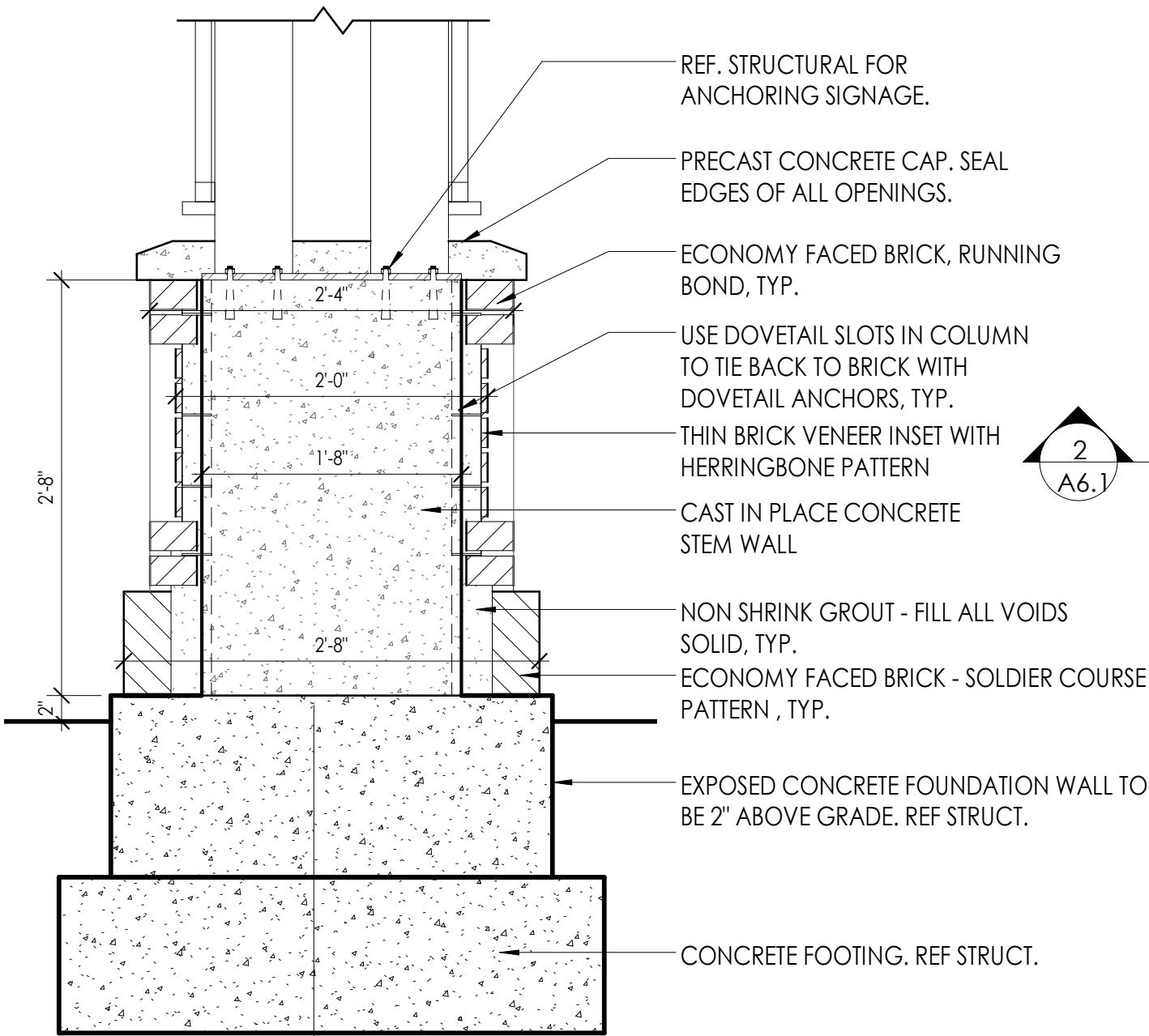
10/2020

Drawing Title

PEDESTRIAN INFO KIOSK - PLAN
& SECTION



FABRICATED ALUMINUM SIGNAGE
STRUCTURE BY OTHERS.



REF. STRUCTURAL FOR
ANCHORING SIGNAGE.

PRECAST CONCRETE CAP. SEAL
EDGES OF ALL OPENINGS.

ECONOMY FACED BRICK, RUNNING
BOND, TYP.

USE DOVETAIL SLOTS IN COLUMN
TO TIE BACK TO BRICK WITH
DOVETAIL ANCHORS, TYP.

THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

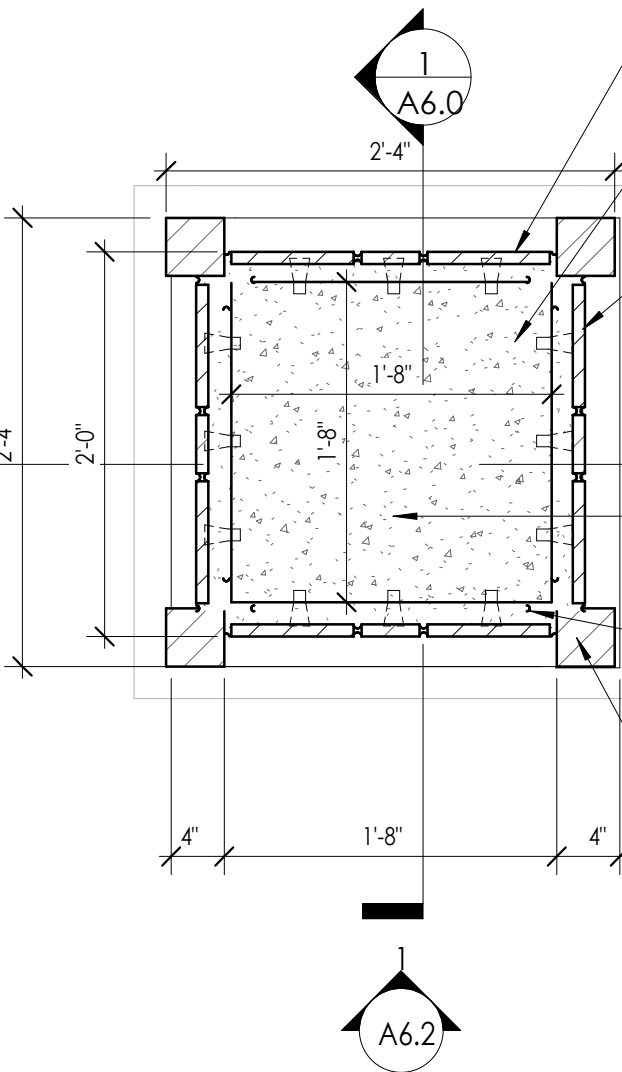
CAST IN PLACE CONCRETE
STEM WALL

NON SHRINK GROUT - FILL ALL VOIDS
SOLID, TYP.

ECONOMY FACED BRICK - SOLDIER COURSE
PATTERN, TYP.

EXPOSED CONCRETE FOUNDATION WALL TO
BE 2" ABOVE GRADE. REF STRUCT.

CONCRETE FOOTING. REF STRUCT.



THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

USE DOVETAIL SLOTS IN CONCRETE
COLUMN TO TIE BACK TO BRICK WITH
DOVETAIL ANCHORS, TYP.

THIN BRICK VENEER INSET WITH
HERRINGBONE PATTERN

CAST IN PLACE CONCRETE STEM
WALL

NON SHRINK GROUT - FILL ALL VOIDS
SOLID, TYP.

ECONOMY FACED BRICK,
RUNNING BOND, TYP.



PEDESTRIAN INFO KIOSK SECTION

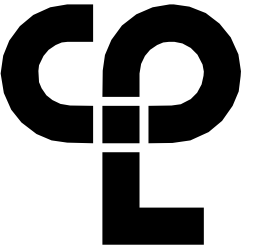
1" = 1'-0"



PEDESTRIAN INFO KIOSK PLAN

1" = 1'-0"

A6.0 908



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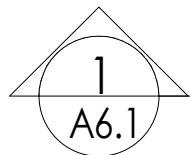
PROJECT INFORMATION

Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH
Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

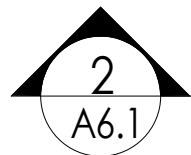
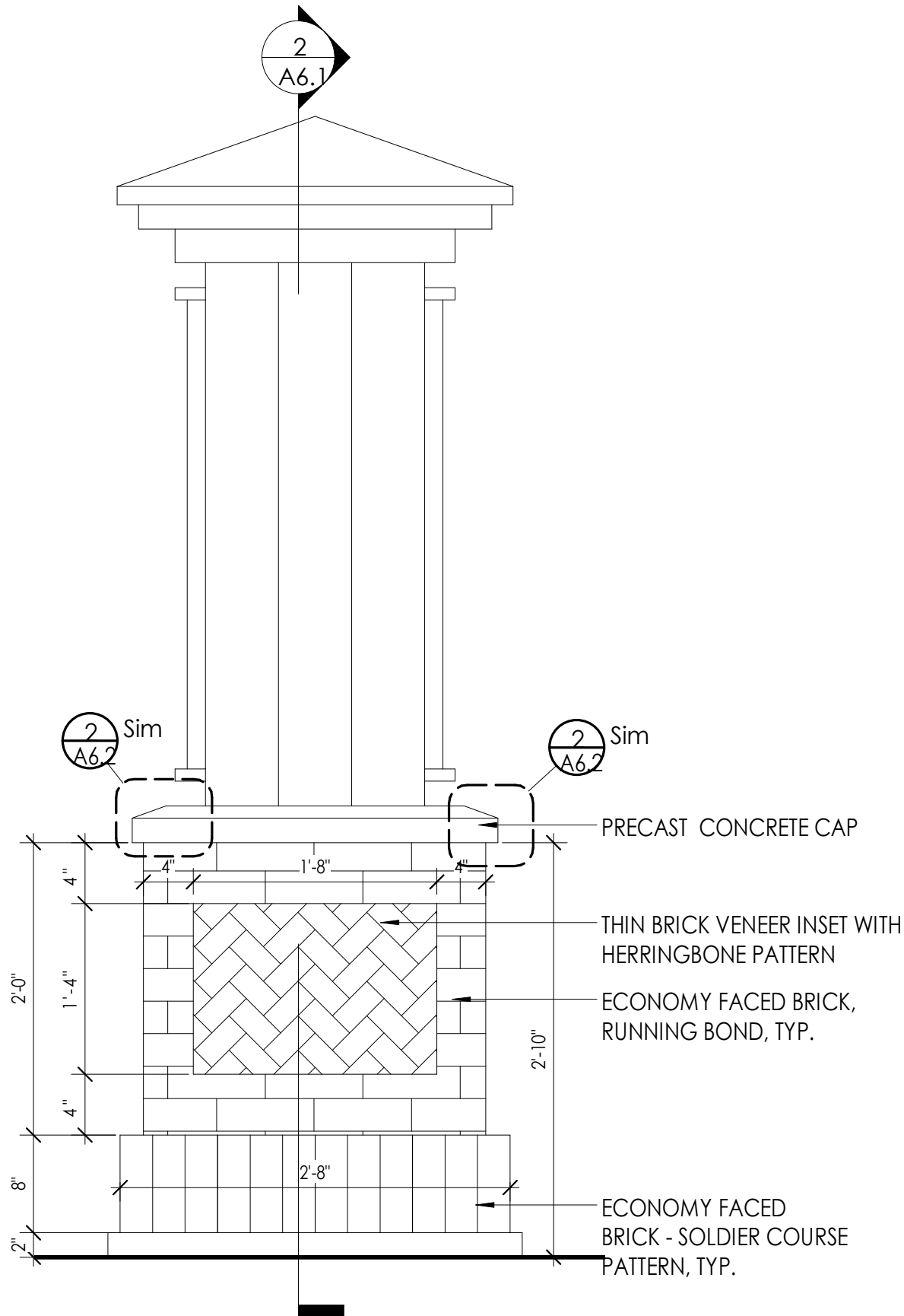
SHEET INFORMATION

Issue Date
10/2020
Drawing Title
PEDESTRIAN INFO KIOSK -
ELEVATION & SECTION



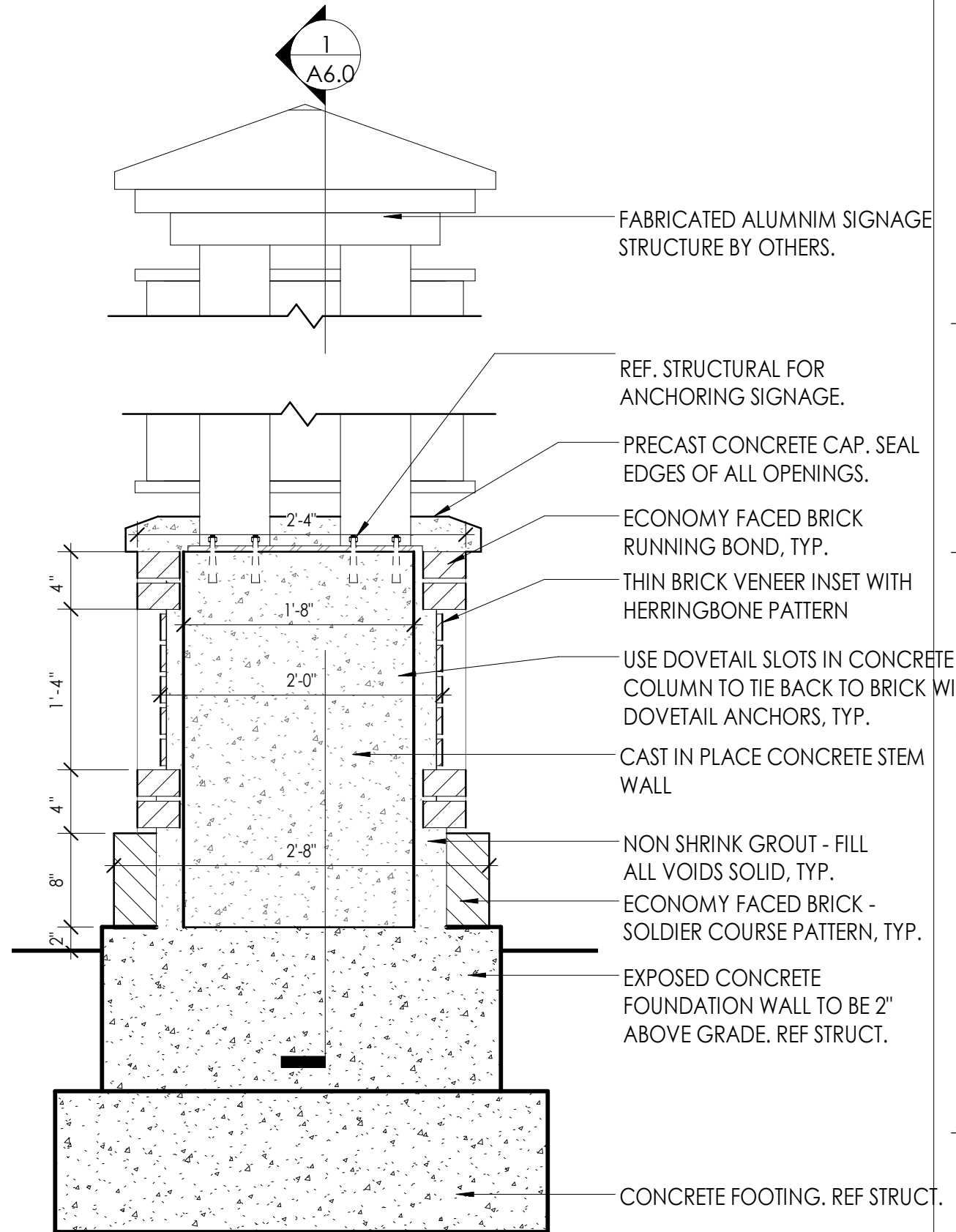
PEDESTRIAN KIOSK ELEVATION

1" = 1'-0"

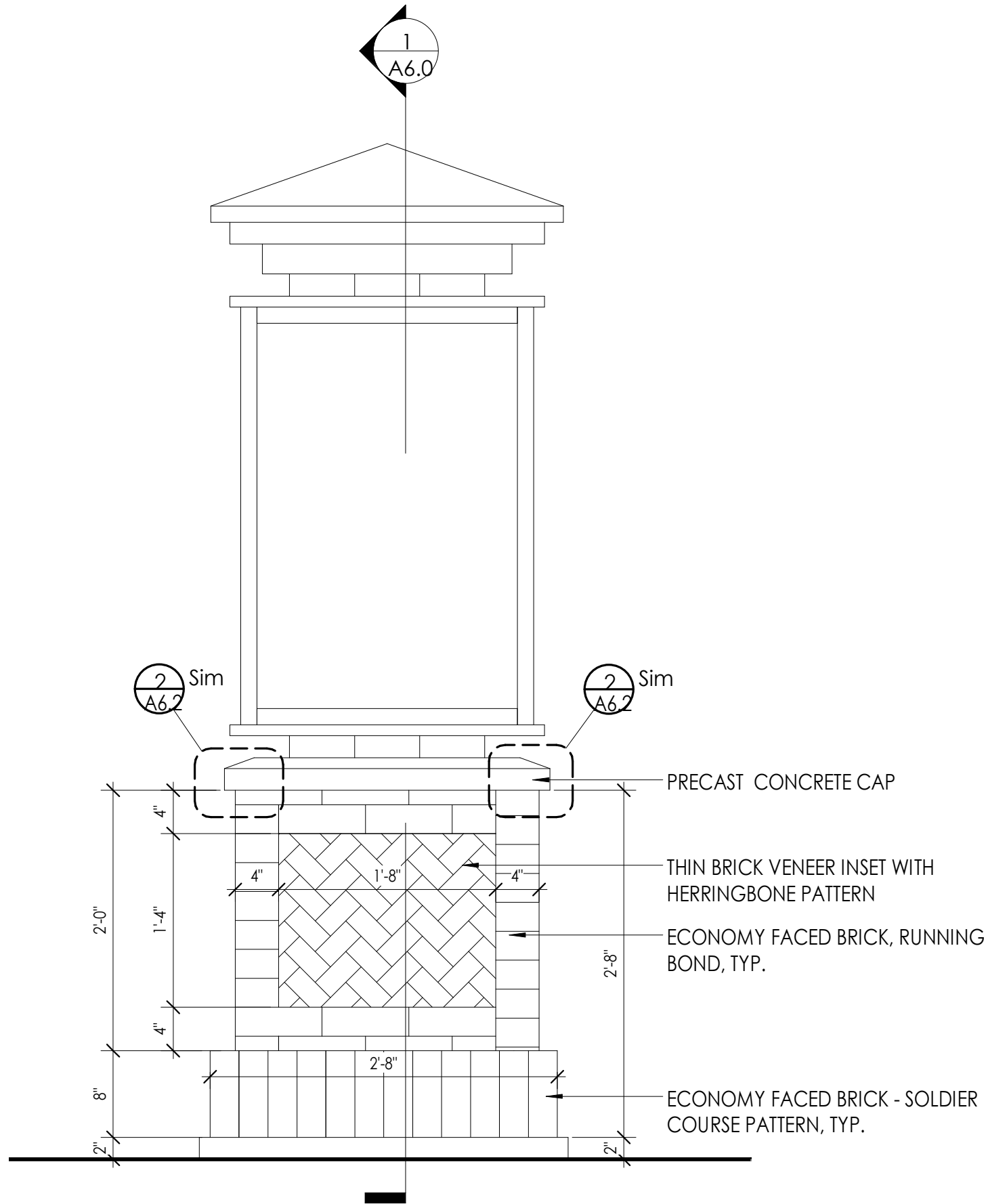


PEDESTRIAN KIOSK SIGNAGE - SECTION

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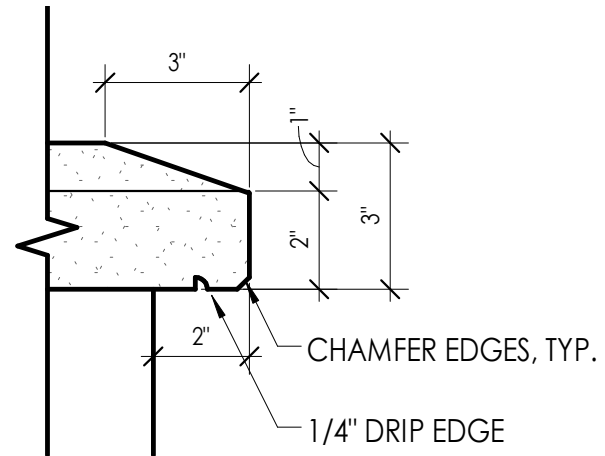


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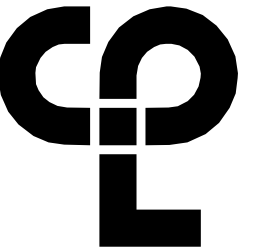
1
A6.2
1" = 1'-0"

PEDESTRIAN INFO KIOSK ELEVATION



2
A6.2
3" = 1'-0"

PRECAST DETAIL



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15832.00

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Project Name

SIGNAGE AND WAYFINDING

Project Address

FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date

10/2020

Drawing Title

PEDESTRIAN INFO KIOSK -
ELEVATION & SECTION

11/9/2020 10:15:39 AM

GENERAL NOTES

- 1. ALL STRUCTURAL WORK, INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION, SHALL BE IN COMPLIANCE WITH THE 2018 INTERNATIONAL BUILDING CODE w/ GEORGIA STATE AMENDMENTS, THE UNIFORM BUILDING CODE, AASHTO, OSHA AND GOVERNING AGENCIES HAVING JURISDICTION.
- 2. CONTRACTOR SHALL MAINTAIN SAFE PUBLIC SPACE AROUND WORKSITE.
- 3. CONTRACTOR SHALL USE CONSTRUCTION METHODS THAT ARE IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 4. DIMENSIONS ARE NOT TO BE DERIVED BY SCALING THESE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING DIMENSIONS, CONTACT THE ARCHITECT/ENGINEER FOR INFORMATION PRIOR TO SUBMITTING SHOP DRAWINGS.
- 5. THE CONTRACTOR SHALL COORDINATE ALL STRUCTURAL WORK WITH THE ARCHITECTURAL AND SIGNAGE DESIGN DRAWINGS AND SPECIFICATIONS, AND WITH THE WORK OF ALL OTHER TRADES.
- 6. ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AN SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE, UNLESS SPECIFICALLY SHOWN OTHERWISE.

MASONRY NOTES

- 1. MASONRY CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES" (ACI-ASCE 530 AND 530.1).
- 2. ALL CONCRETE BLOCK SHALL CONFORM TO ASTM-C90 GRADE N-I.

TWO CORE BLOCK F'M = 1,900 PSI
- 3. ALL GROUT SHALL BE NON-SHRINK, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, AS MEASURED IN ACCORDANCE WITH ASTM C-109. GROUT FOR FILLING CELLS SHALL CONFORM TO ASTM C-476. SUBMIT MIX DESIGN FOR GROUT.
- 4. ALL MORTAR SHALL BE PORTLAND CEMENT, SAND, AND HYDRATED LIME TO CONFORM TO ASTM C270, TYPE S OR TYPE N. MINIMUM AVERAGE COMPRESSIVE STRENGTH OF MORTAR SHALL BE:

TYPE S - 1,800 PSI - MASONRY FOUNDATION WALLS & PIERS

TYPE N - 750 PSI - BRICK WORK
- 5. CONCRETE MASONRY UNITS SHALL BE LAID IN RUNNING BOND, UNLESS OTHERWISE NOTED. HORIZONTAL AND VERTICAL JOINTS SHALL HAVE A UNIFORM WIDTH OF 3/8 INCHES. SEE ARCHITECTURAL DRAWINGS FOR OTHER BOND PATTERNS OF VENEER BLOCK.
- 6. MAINTAIN A MINIMUM OF 1/2" CLEARANCE BETWEEN REINFORCING BARS AND MASONRY. GROUT SHALL BE PLACED IN LIFTS NOT TO EXCEED 4'-0" IN HEIGHT.
- 7. W1.7 (9 GAGE) LADDER TYPE REINFORCEMENT SHALL BE INSTALLED IN BED JOINTS 16" APART VERTICALLY, U.N.O. IN REGULAR TWO CORE BLOCK. REINFORCEMENT SHALL BE CONTINUOUS AND LAPPED AT LEAST SIX INCHES AT SPLICES. REINFORCEMENT SHALL BE SPLICED AT ALL CORNERS AND INTERSECTIONS.
- 8. GROUT ALL CELLS OF MASONRY UNITS FOR THE FIRST TWO COURSES ABOVE ALL FOUNDATION WALLS AND SLABS. PLACE GROUT IN ALL REINFORCED CELLS. PLACE GROUT IN ALL CELLS THAT ARE TO RECEIVE POST-INSTALLED WEDGE ANCHORS.
- 9. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. REINFORCING BARS MARKED "CONTINUOUS" SHALL BE LAPPED 36 BAR DIAMETERS. LAP SPLICES SHALL BE 48 BAR DIAMETERS. EMBEDMENT LENGTHS SHALL BE 36 BAR DIAMETERS.

CONCRETE NOTES

GENERAL

- 1. ALL CONCRETE WORK, CONSTRUCTION AND REINFORCING DETAILS SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE w/ GEORGIA STATE AMENDMENTS, AND "THE SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS" (ACI-318).
- 2. ALL CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, U.N.O. SEE SPECIFICATIONS FOR MIX DESIGN REQUIREMENTS.

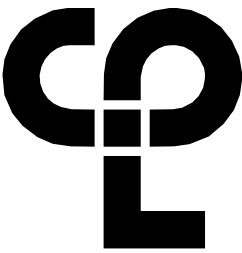
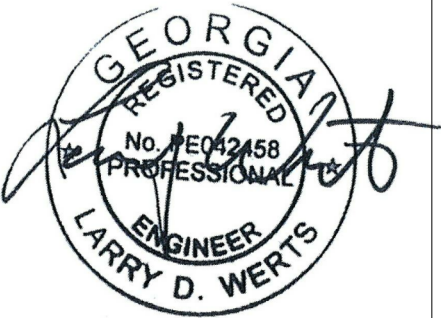
LOCATION	W/C RATIO	SLUMP (±1")	% AIR (±1%)	MAXIMUM AGGREGATE	MIN. STRENGTH @ 28 DAYS
FOOTINGS	.50	3.5"	N/A	1 1/2"	3000 PSI
FOUNDATIONS	.45	3.5"	4	1 1/2"	4000 PSI

- 3. UPON OWNER REQUEST, CONTRACTOR SHALL SUBMIT MIX DESIGNS PROPORTIONED BY A LICENSED TESTING LABORATORY.
- 4. PROVIDE MINIMUM OF FOUR (4) CYLINDERS PER EACH FIFTY (50) YARDS OR FRACTION THEREOF POURED IN ONE DAY. BREAK ONE AT 7 DAYS AND TWO AT 28 DAYS.
- 5. ALL REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (ACI-315).
- 6. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60.
- 7. LAP SPLICES AND EMBEDMENT LENGTHS SHALL CONFORM TO ACI 318 - CHAPTER 12.
- 8. UPON OWNERS REQUEST, CONSTACTOR SHALL PROVIDE SHOP DRAWINGS FOR REINFORCING INCLUDING ALL NECESSARY ACCESSORIES TO HOLD REINFORCING SECURELY IN PLACE.
- 9. CLEAR COVER CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE:

3" - CONCRETE CAST AGAINST EARTH.
2" - FORMED SURFACES IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.
1" - FORMED SURFACES NOT IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.

FOUNDATIONS

- 1. ALL FOUNDATIONS ARE TO BEAR ON APPROVED BEARING MATERIAL. FOUNDATIONS HAVE BEEN DESIGNED WITH AN ASSUMED ALLOWABLE SOIL BEARING CAPACITY OF 1,500PSF AND A SOIL PASSIVE SLIDING RESISTANCE OF 150PCF. CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CONDITIONS PRIOR TO INSTALLATION.
- 2. ALL FOUNDATION EXCAVATIONS ARE SUBJECT TO APPROVAL BY THE DESIGN PROFESSIONAL AFTER TESTING BY THE MATERIALS TESTING AND SPECIAL INSPECTION AGENCY BEFORE ANY CONCRETE IS PLACED.
- 3. ALL FORMS AND REINFORCING STEEL IN PLACE SHALL BE APPROVED BY THE DESIGN PROFESSIONAL BEFORE ANY CONCRETE IS PLACED.
- 4. NO FOUNDATION SHALL BE PLACED IN WATER OR ON FROZEN GROUND.
- 5. RUB ALL SIGHT EXPOSED CONCRETE AFTER FORMS HAVE BEEN REMOVED.
- 6. ALL EXPOSED CONCRETE PIER CORNERS SHALL BE CHAMFERED 3/4".
- 7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE JOB BEFORE COMMENCING WORK. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS AND DETAILS NOT SHOWN. REFER TO ARCHITECTURAL, CIVIL, SIGNAGE, AND UTILITY DRAWINGS FOR LOCATION AND DIMENSIONS OF ANY OPENING, SLEEVES, INSERTS, SLAB DEPRESSIONS, ETC.



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PROJECT INFORMATION

Project Number
15832.00

Client Name
CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020
Drawing Title
SPECIFICATIONS

DESIGN CRITERIA

1. RISK CATEGORY I
2. DESIGN LOADS AND INFORMATION:

A. WIND DESIGN CRITERIA.....

1. BASIC WIND SPEED (3-SECOND GUST) = 105MPH

2. WIND EXPOSURE: C

3. WIND DIRECTIONALITY FACTOR (Kd) = 0.85

4. GUST-EFFECT FACTOR (G) = 1.15 (POLE/POST TYPE SIGNAGE)
= 0.85 (BRICK & BLOCK TYPE SIGNAGE)

A. SEISMIC DESIGN CRITERIA.....

1. SEISMIC IMPORTANCE FACTOR [IE] = 1.0

2. MAPPED SPECTRAL RESPONSE ACCELERATIONS:

SS = 0.2120g

S1 = 0.0954g

3. SITE CLASS D (ASSUMED)

4. SPECTRAL RESPONSE COEFFICIENTS:

SDS = 0.226g

SD1 = 0.153g

5. SEISMIC DESIGN CATEGORY: C

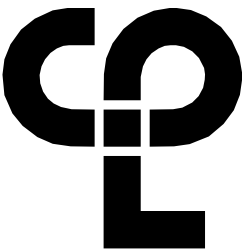
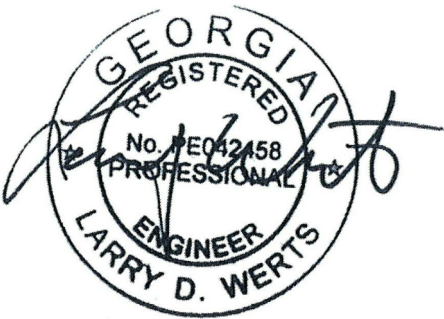
A. FOUNDATION DESIGN CRITERIA.....

1. ALLOWABLE BEARING PRESSURE = 1500 PSF. (ASSUMED)

2. MINIMUM CONSTRUCTION DEPTH = 24" BELOW FINISHED GRADE.

3. MODULUS OF SUBGRADE = 150 PCI (ASSUMED)

*FOUNDATION DESIGN IS BASED ON ASSUMED SOIL PROPERTIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION TO ENSURE THE MINIMUM CRITERIA IS MET.



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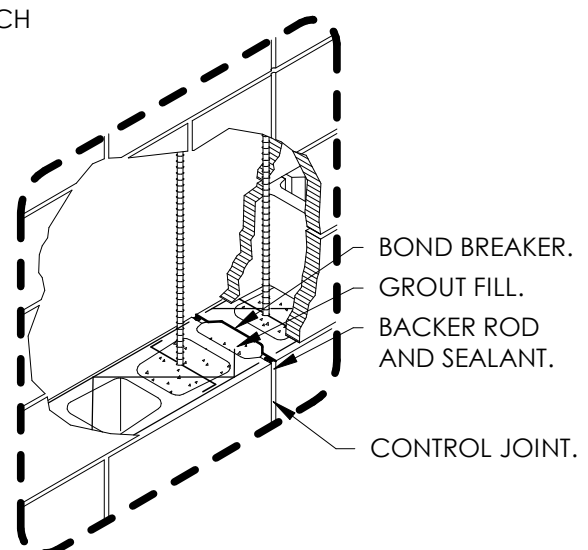
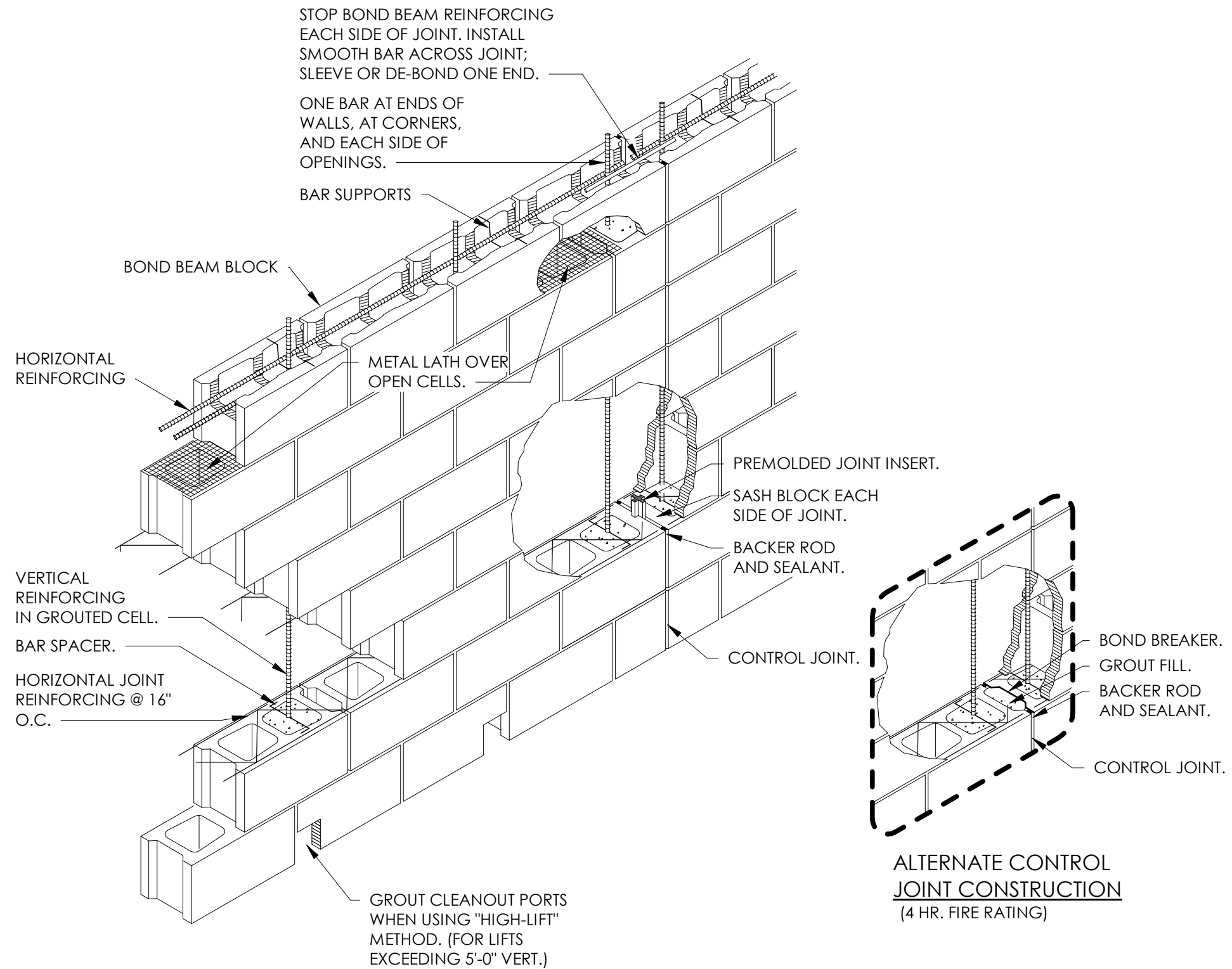
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FLOWERY BRANCH, GA

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Drawing Title
DESIGN CRITERIA AND LOADS

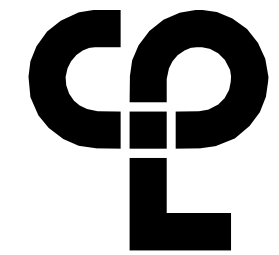


ALTERNATE CONTROL
JOINT CONSTRUCTION
(4 HR. FIRE RATING)

1
S0.2

TYP. MASONRY WALL REINFORCING DETAIL

3/4" = 1'-0"



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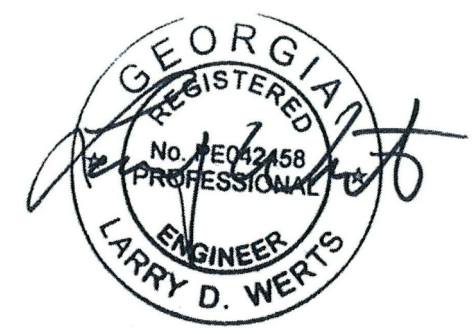
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15832.00
Client Name
CITY OF FLOWERY BRANCH

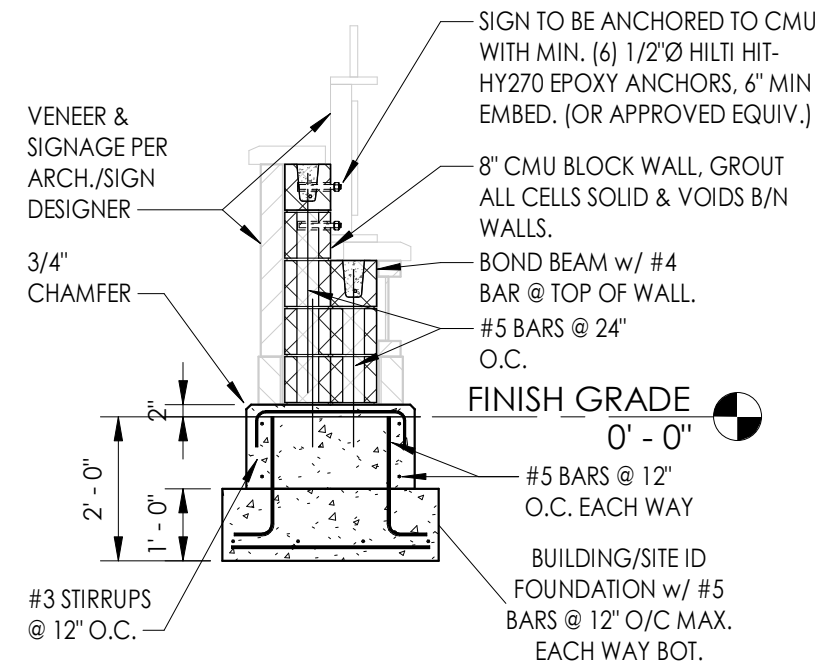
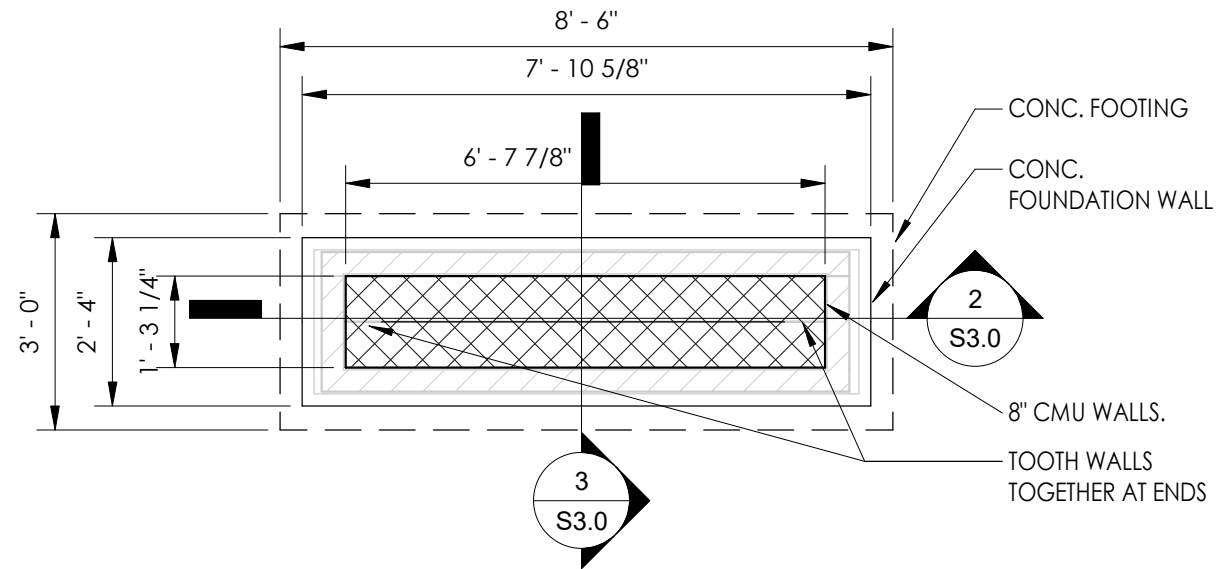
Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

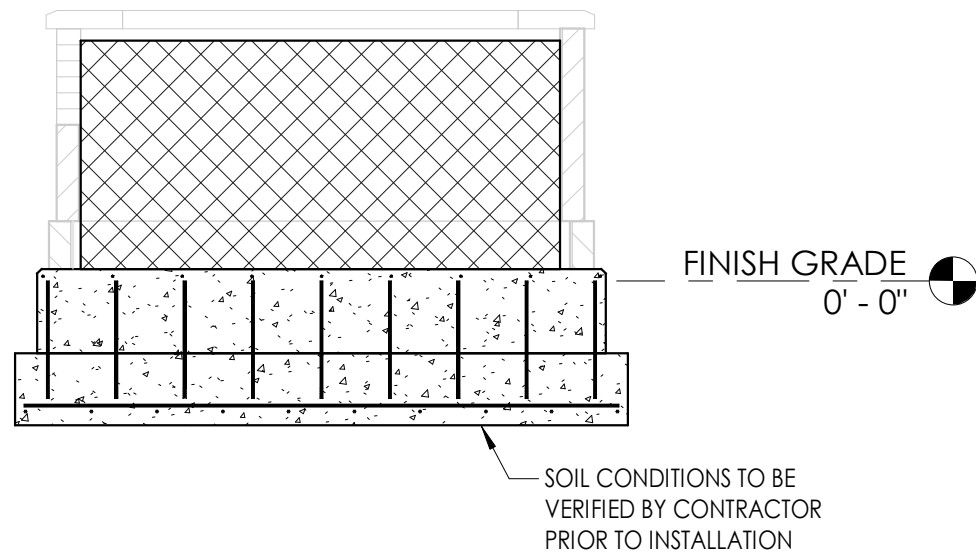
Issue Date
11/2020
Drawing Title
TYPICAL MASONRY
REINFORCING DETAIL



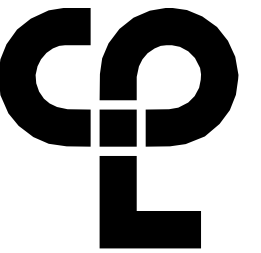


1 FOUNDATION PLAN - BUILDING/SITE ID
S3.0 3/8" = 1'-0"

3 SECTION
S3.0 3/8" = 1'-0"



2 SECTION
S3.0 3/8" = 1'-0"



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PROJECT INFORMATION

Project Number

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FLOWERY BRANCH, GA

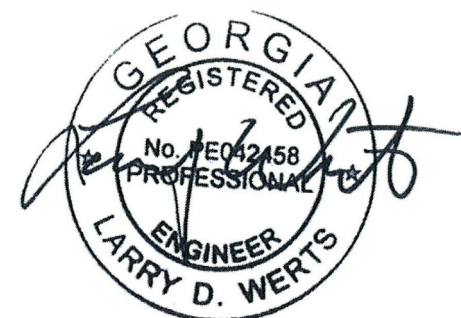
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11/2020

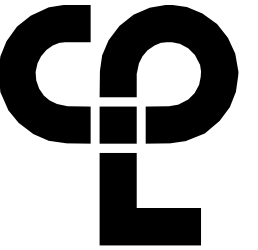
Drawing Title

BUILDING/SITE ID



S3.0

915



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Project Number
15832.00

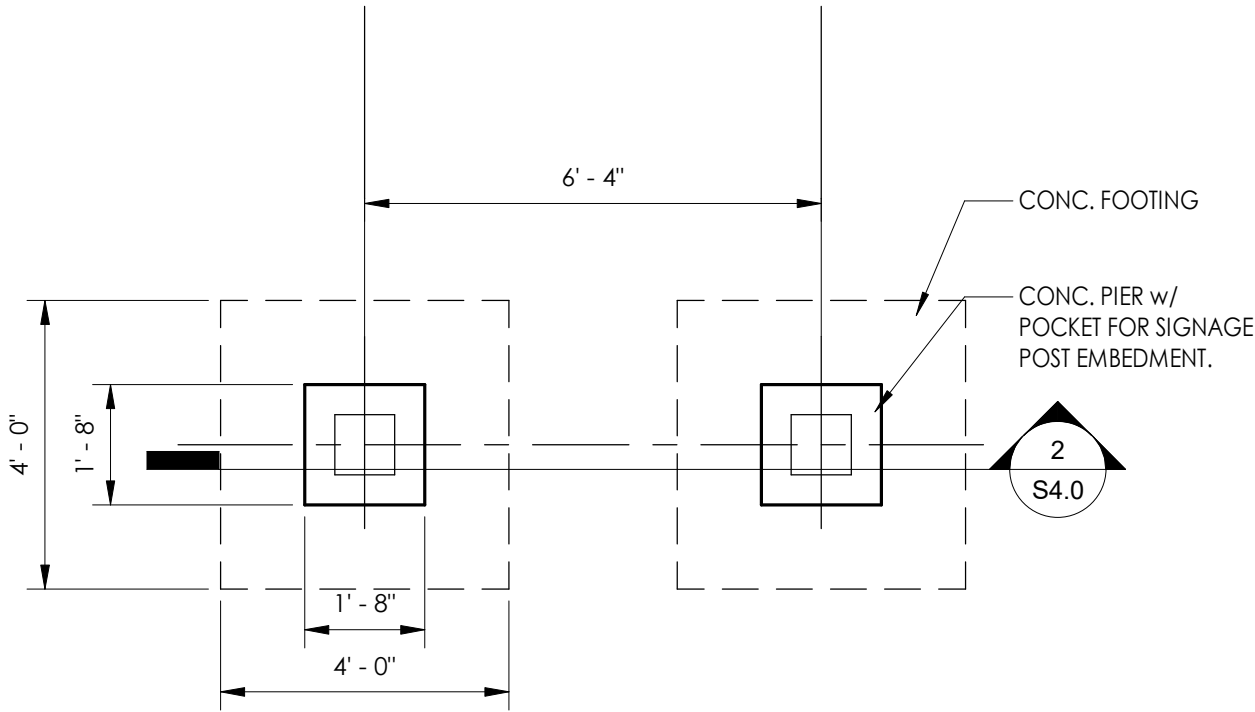
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CITY OF FLOWERY BRANCH

Project Name
SIGNAGE AND WAYFINDING

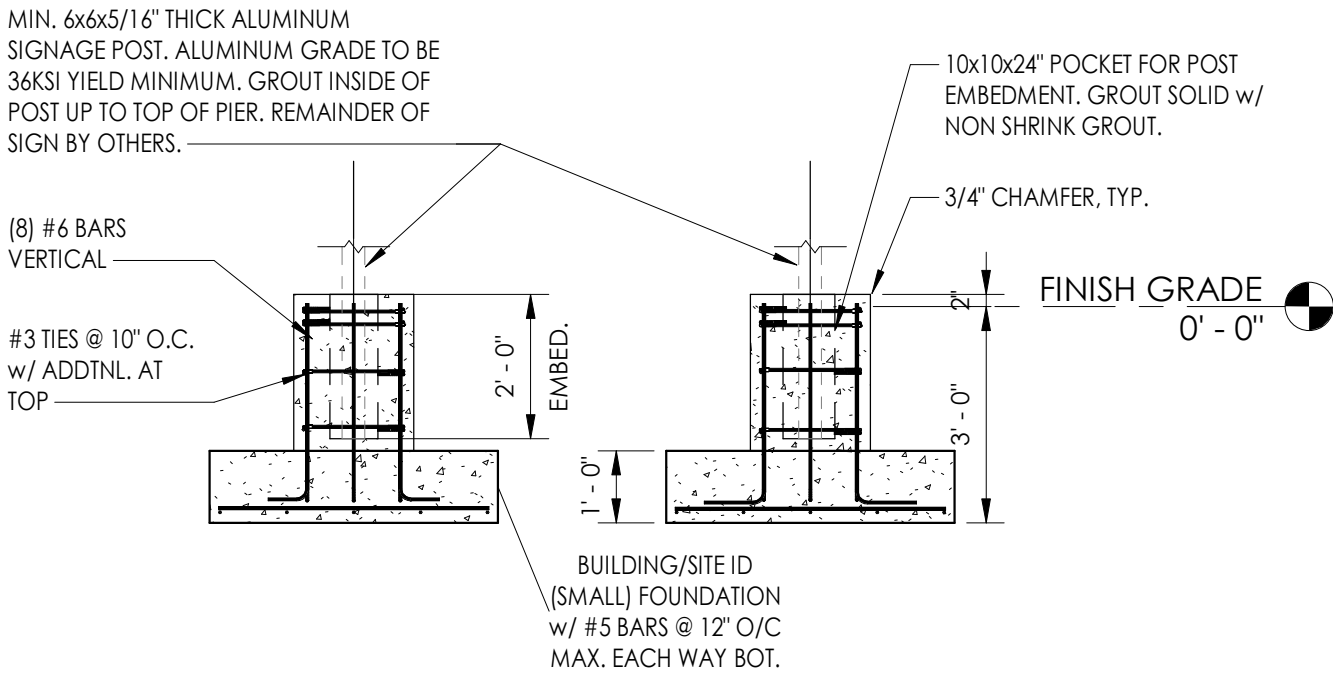
Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

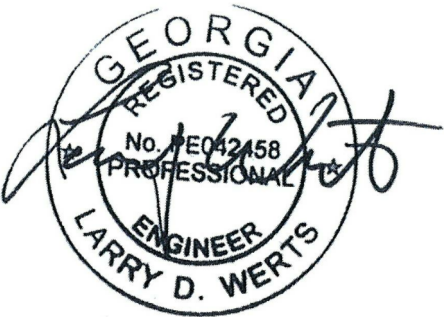
Issue Date
11/2020
Drawing Title
BUILDING/SITE ID (SMALL)



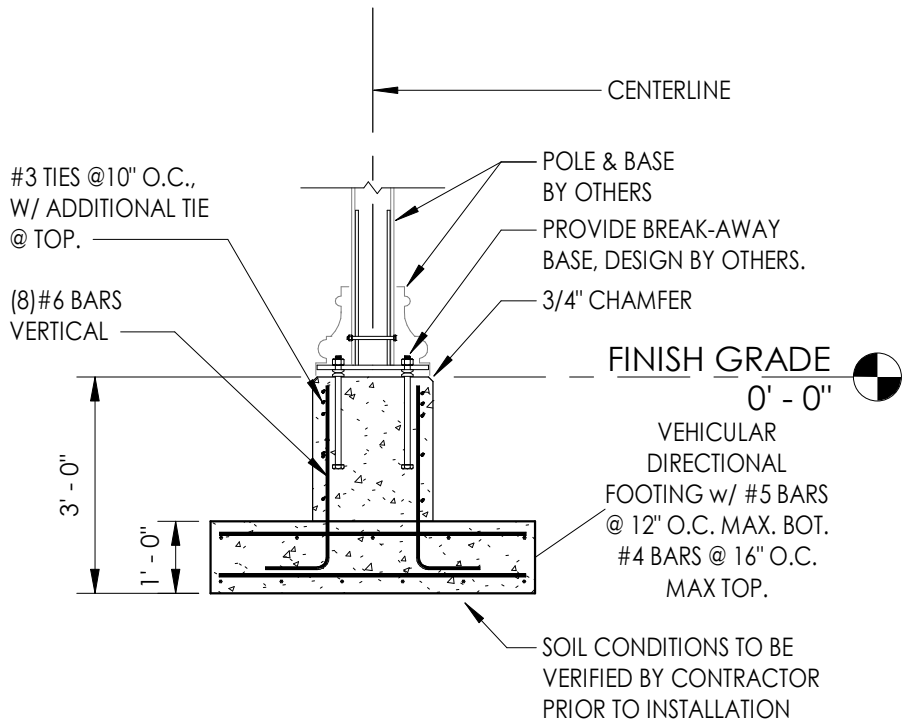
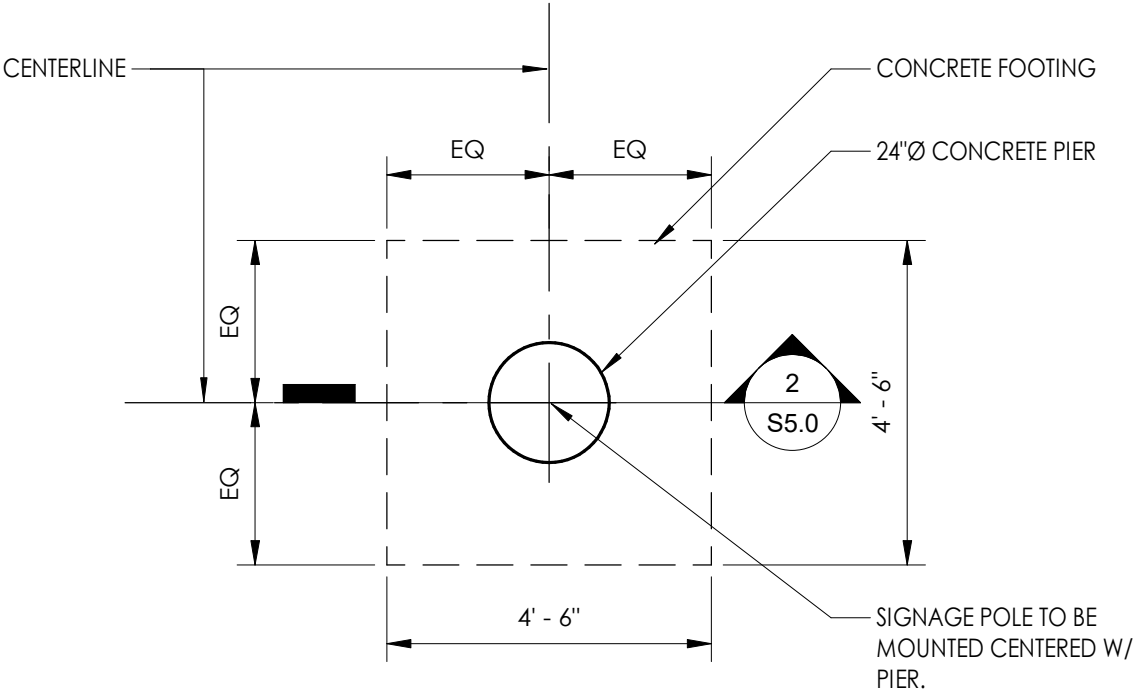
1 FOUNDATION PLAN - BUILDING/SIDE ID (SMALL)
S4.0 3/8" = 1'-0"



2 SECTION
S4.0 3/8" = 1'-0"



11/9/2020 10:15:42 AM



1
S5.0

FOUNDATION PLAN - VEHICULAR DIRECTIONAL - TYPE 2

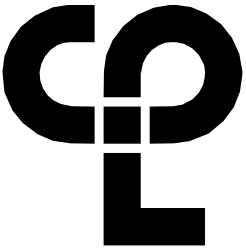
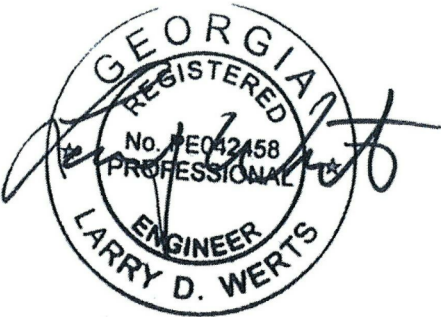
3/8" = 1'-0"

2
S5.0

SECTION

3/8" = 1'-0"

- NOTES:**
- BREAK AWAY BASE MUST BE SUFFICIENT TO RESIST A MINIMUM MOMENT OF 8.5 K-FT.
 - MINIMUM OF (4) 1 1/2"Ø ANCHOR BOLTS w/ HEAVY HEX HEAD REQUIRED.
 - MINIMUM OF 24" ANCHOR BOLT EMBEDMENT REQUIRED.
 - ANCHOR BOLT LAYOUT SPACING TO BE 12"x12" MIN. ANCHORS TO BE PLACED WITHIN PIER CAGE REINFORCING.



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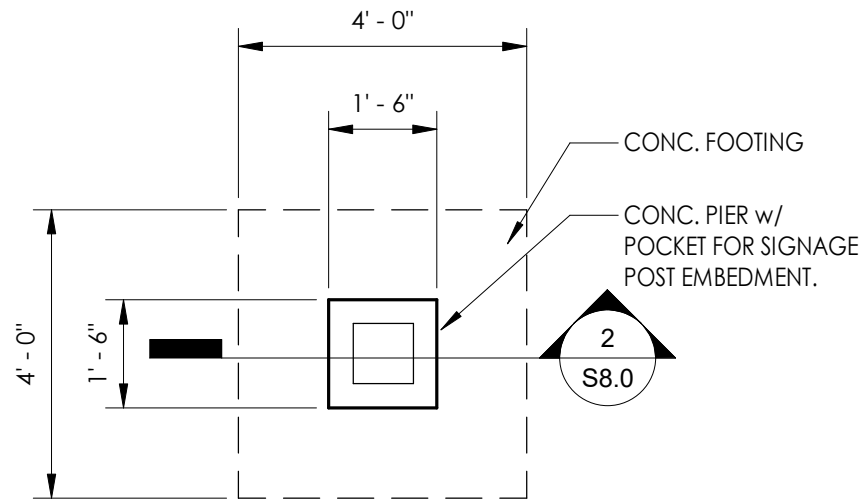
PROJECT INFORMATION
Project Number
15832.00
Client Name
CITY OF FLOWERY BRANCH
Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION
Issue Date
11/2020
Drawing Title
VEHICULAR DIRECTIONAL - TYPE 2



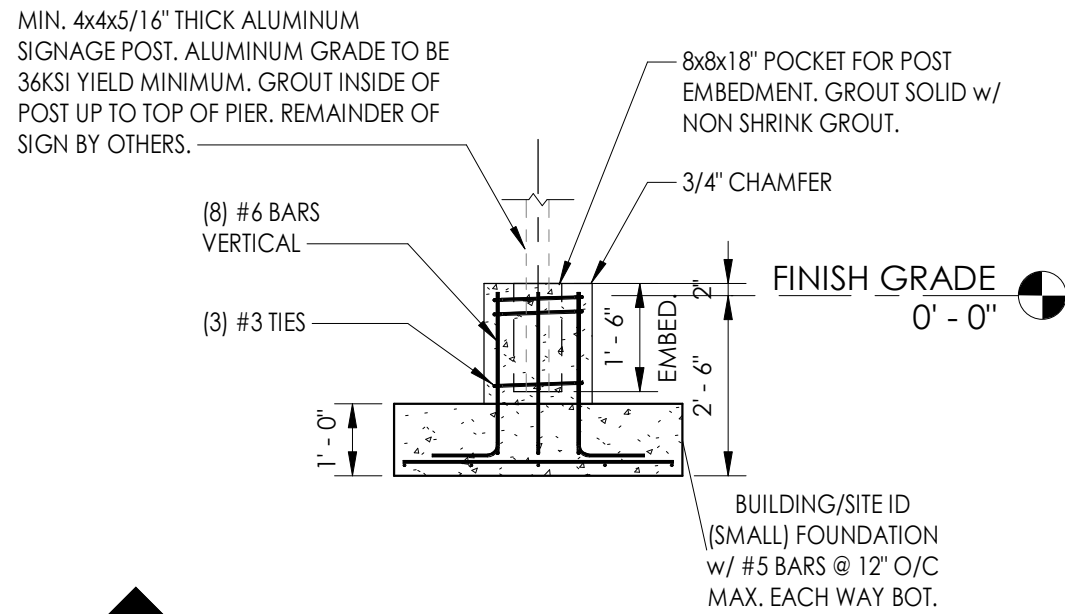
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1
S8.0

FOUNDATION PLAN - DIRECTIONAL

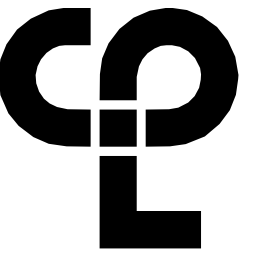
3/8" = 1'-0"



2
S8.0

SECTION

3/8" = 1'-0"



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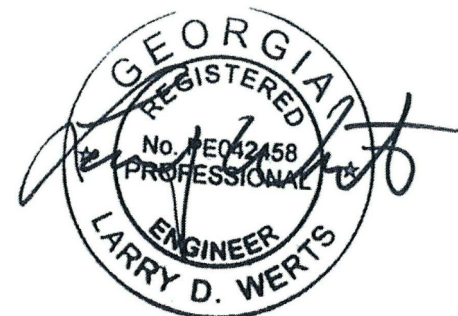
Project Name
SIGNAGE AND WAYFINDING

Project Address
FLOWERY BRANCH, GA

SHEET INFORMATION

Issue Date
11/2020

Drawing Title
DIRECTIONAL





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Bell Drive sewer easement for Mayor's signature.

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

The Bell Drive development was originally approved in July of 2019 and modified to exclude Flowery Branch water service in March of 2020 (ordinances are attached below). The request is for approval for an easement to access the Bell Drive pump station as submitted by Sawnee Electric.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

I motion for the City Council to authorize the Mayor to sign the recommended powerline easement to Sawnee EMC.

COLLABORATING DEPARTMENT:

Planning

DEPARTMENT: Water/Wastewater

Prepared by: Vickie Short

ATTACHMENTS

- [Commercial Easement-City of Flowery Branch pump station.pdf](#)
- [Combined Signed Ordinances.pdf](#)
- [575 A.pdf](#)
- [576 A.pdf](#)

Record and Return to:
SAWNEE EMC
543 ATLANTA HWY.
CUMMING, GA. 30040

STATE OF GEORGIA
COUNTY OF HALL

RIGHT OF WAY EASEMENT
(Commercial Development)

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to **Sawnee Electric Membership Corporation** ("Grantee"), as of this _____ day of _____, 20_21_. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, contractors, agents and lessees. In consideration of the provision of electric service by Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, wires, cables, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the Easement Area) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals, and any other tangible or intangible commodity or service.

Temporary Construction and Maintenance Easement

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

Ingress and Egress

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

Right-of-Way Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within the Easement Area, and to take any other action within the Easement Area as may be appropriate to ensure the efficient, safe and proper operation or maintenance of said lines and System. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the most efficient, safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

Reservations to Grantor

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities. Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

Miscellaneous

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Right-of-Way Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Noncompliance; Termination of Service

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

Right-of-Way Easement Area

The Easement Area shall be 10 feet in width and shall be 5 feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. UNDERGROUND 3PH

DESCRIPTION OF PROPERTY

Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.

All that tract of land, including abutting waterways, streets, roads and highways, being in HALL County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 2 miles from FLOWERY BRANCH located on road/street which has a mailing address of 6482 BELL DRIVE, Flowery Branch, Georgia.

B. The property acquired by Grantor from Stonebridge, LLC by deed dated the 23rd day of Feb., 2012, and recorded in Deed Book 697132, Page 34, said county's Public Real Estate Records, which deed and the record thereof are by reference incorporated herein for a more particular description of the property.

C. Lot , Section/Block , of the Subdivision, as shown by plat thereof recorded in Plat Book , Page , said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the day of , , recorded in Plat Book , Page , said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

- | | | |
|----------------------------|------|--------------|
| 1. <u>Stonebridge, LLC</u> | side | <u>North</u> |
| 2. <u>Stonebridge, LLC</u> | side | <u>West</u> |
| 3. <u>Wright Fine Inc</u> | side | <u>South</u> |
| 4. <u>Bell Drive</u> | side | <u>East</u> |

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

CORPORATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____
(CORPORATE SEAL)

LIMITED LIABILITY COMPANY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____
Title: _____

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited/General Partnership

By: _____
Authorized General Partner

CITY OF FLOWERY BRANCH, GEORGIA

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Signature of Grantor #1

JAMES M. MILLER _____ MAYOR
Print Name of Grantor #1

Signature of Grantor #2

VICKIE SHORT _____ CITY CLERK
Print Name of Grantor #2

BELL DRIVE
TRACT SUBD.

Exhibit A

6401

STREET

Bell Drive
Pump
Station

6482

CITY OF
FLOWERY
BRANCH,
GEORGIA

Proposed SEMC
underground 3ph
primary to feed
existing
transformer.

Existing underground primary

BELL DR

Lakes/Rivers from US Census
Dept, may not match parcels
exactly

0 57 114 171 228 ft

City of Flowery Branch

Parcel: 08140 000217 Acres: 0.42

Name:	CITY OF FLOWERY BRANCH, GEORGIA	Land Value:	
Site:	6482 BELL DR	Building Value:	\$0.00
Sale:		Misc Value:	\$0.00
Mail:	5517 MAIN ST FLOWERY BRANCH, GA 30542	Total Value:	



Hall County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 07/20/15 : 19:45:04

Public Hearing Published 5/30/19
Public Hearing 6/27/19

First Reading 6/27/19
Adopted 7/18/19

ORDINANCE NO. 575

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

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

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

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

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

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

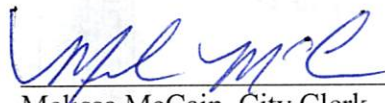
SECTION 6. REPEALER

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

Approved this 18th day of July 2019.


James M. Miller, Mayor

ATTEST


Melissa McCain, City Clerk

APPROVED AS TO FORM


E. Ronald Bennett, Jr., City Attorney



Exhibit “A”

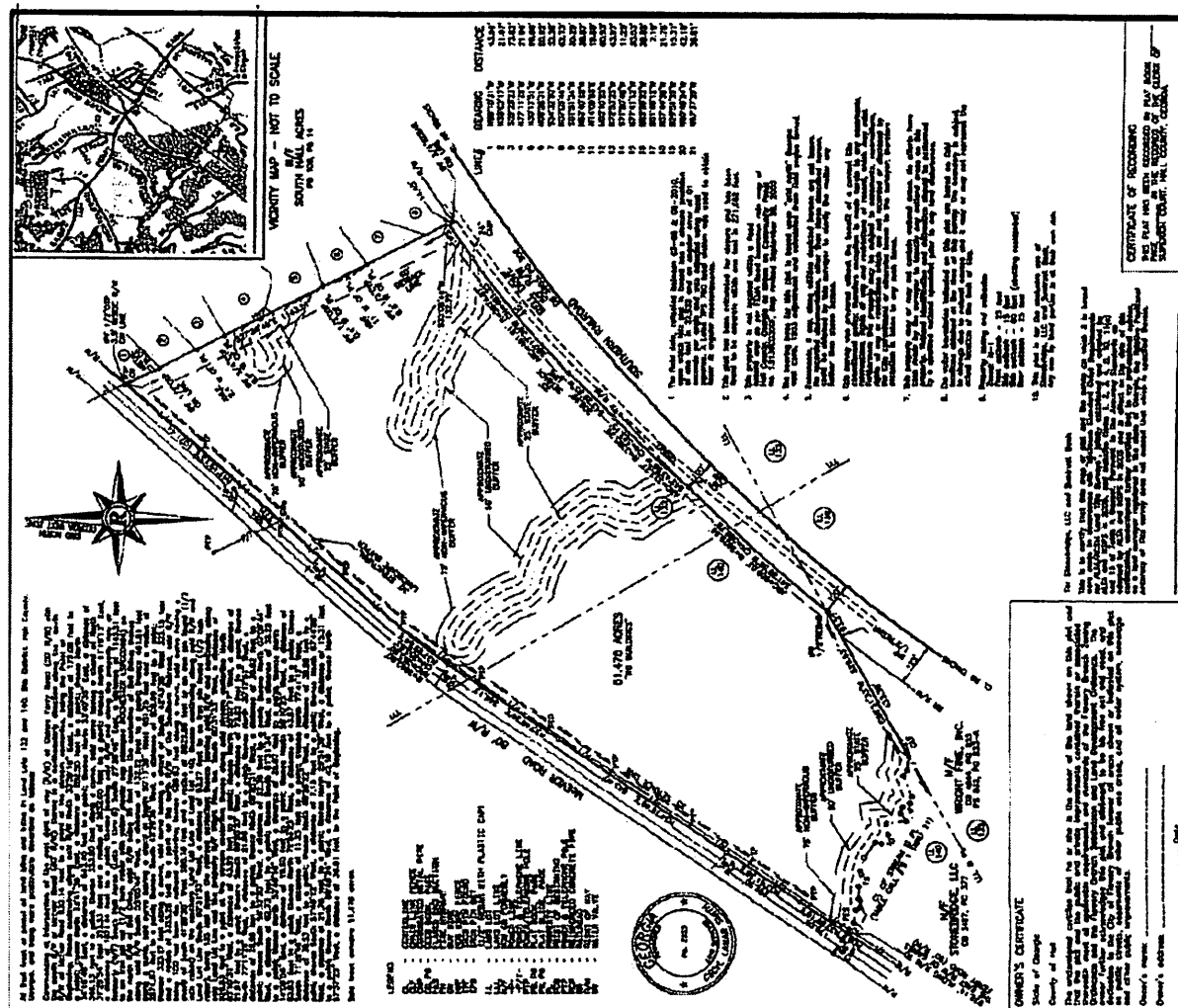


Exhibit "B"

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

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

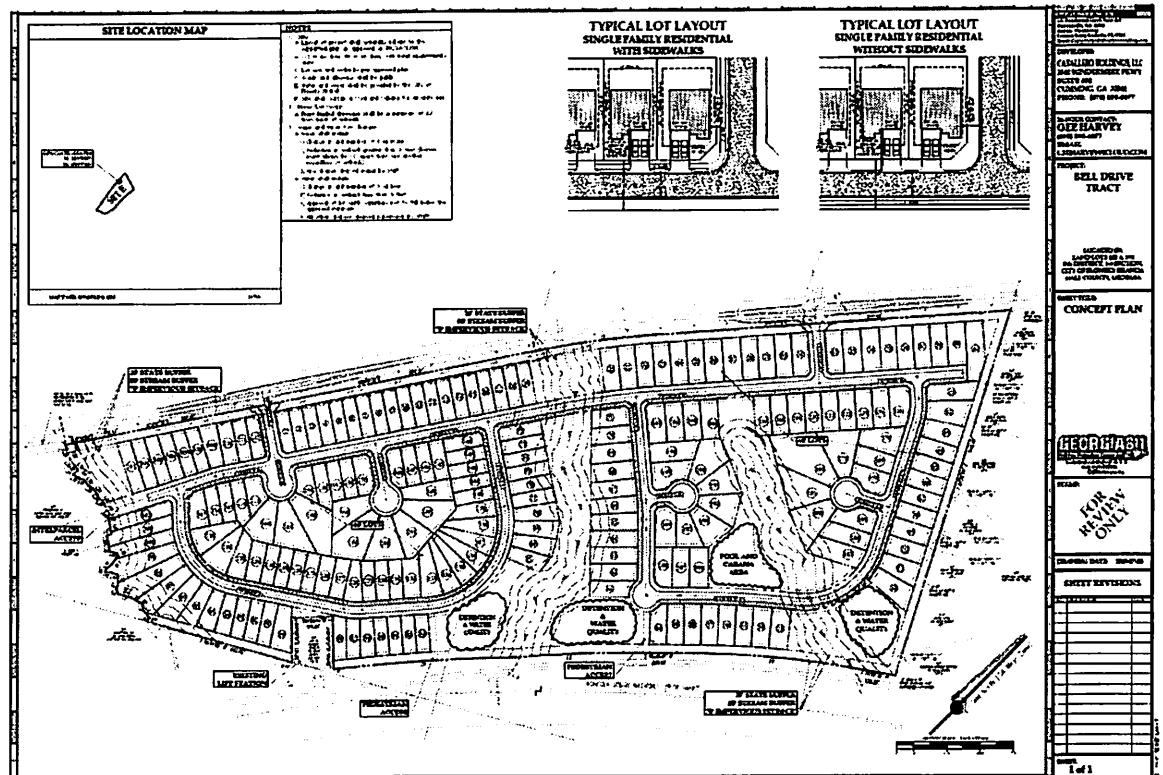
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54
feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17
feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54
feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31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

Exhibit "C"

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 5/30/19
Public Hearing 6/27/19

First Reading 6/27/19
Adopted 7/18/19

ORDINANCE NO. 576

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

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

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

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

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

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Approved this 18th day of July 2019.

ATTEST


James M. Miller, Mayor


Melissa McCain, City Clerk

APPROVED AS TO FORM

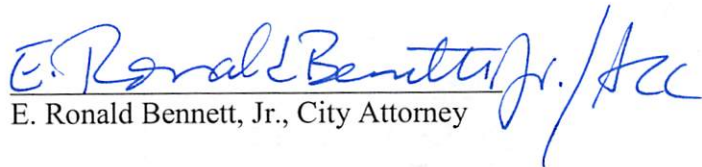

E. Ronald Bennett, Jr., City Attorney



Exhibit “B”

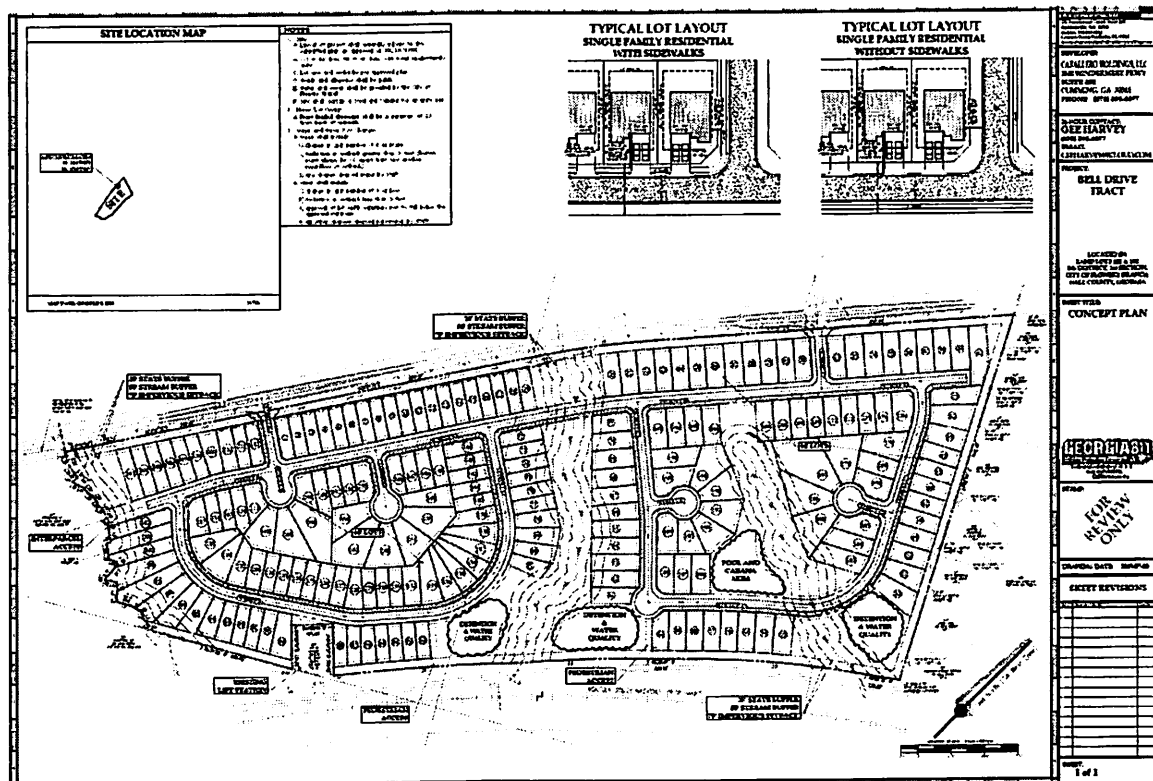
ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:
Commencing at the right of way intersection of McEver Road (80í R/W) and Gaines Ferry Road (50í R/W):
running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

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

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/05/20
Adopted 3/19/20

ORDINANCE NO. 575 A

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER

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

Approved this 19th day of March 2020.

James M. Miller, Mayor

ATTEST

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

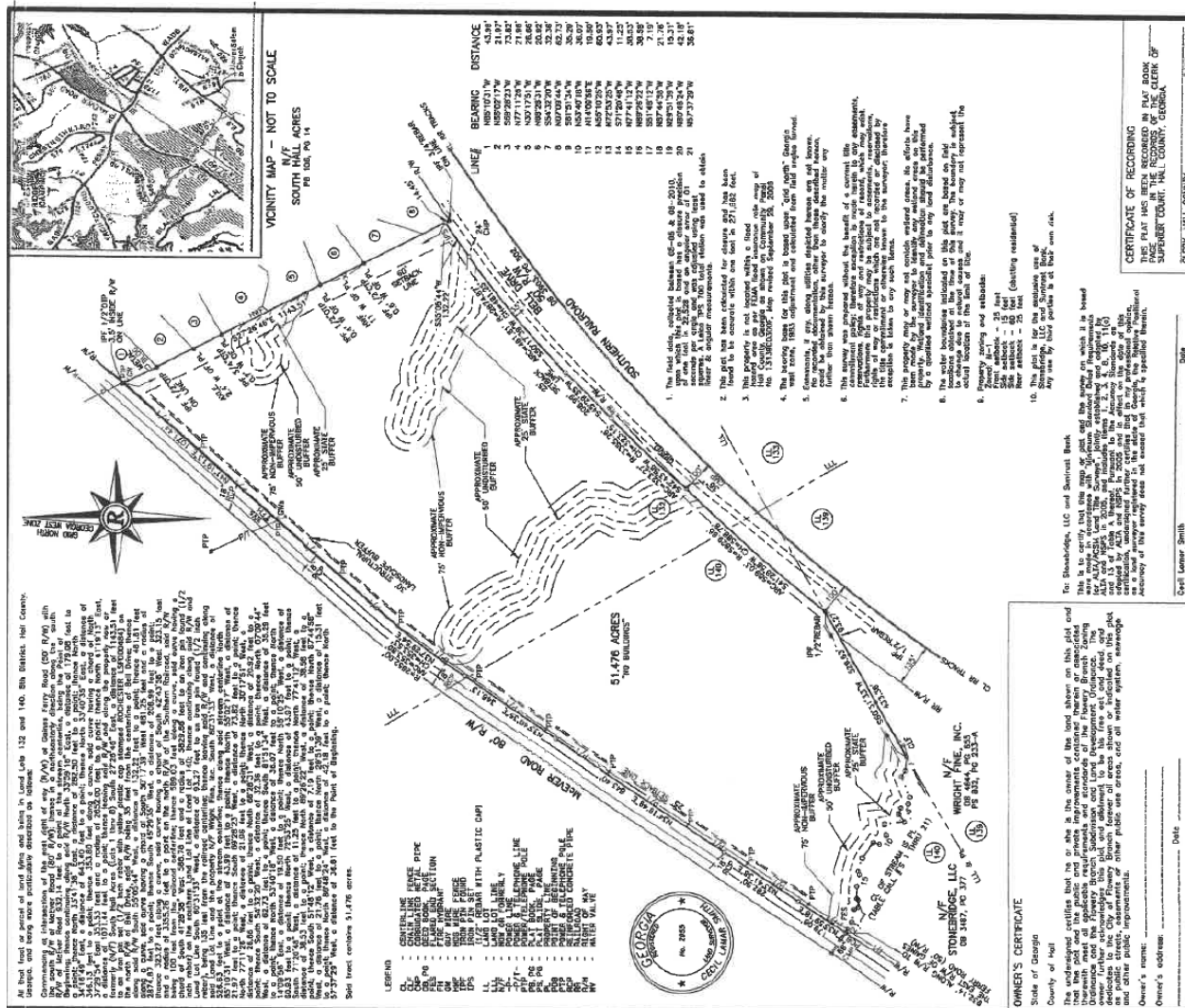


Exhibit “B”

ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 140 of the 8th District,
in the City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at the right of way intersection of McEver Road (80' R/W) and Gaines Ferry Road (50' R/W):

running thence along the northeasterly right of way of McEver Road 932.14 feet to the intersection of
the right of way of McEver Road and the centerline of a creek. Said point is the POINT OF BEGINNING.

thence NORTH 33 DEGREES 59 MINUTES 09 SECONDS EAST a distance of 179.53 feet to a point;

thence NORTH 33 DEGREES 41 MINUTES 30 SECONDS EAST a distance of 282.50 feet to a point;

thence NORTH 34 DEGREES 04 MINUTES 01 SECONDS EAST a distance of 982.30 feet to a point;

thence SOUTH 30 DEGREES 08 MINUTES 21 SECONDS EAST a distance of 954.25 feet to a point;

thence with a curve turning to the left with an arc length of 367.69 feet and a radius of

5829.66 feet with a chord bearing of SOUTH 40 DEGREES 44 MINUTES 42 SECONDS WEST and a

length of 367.63 feet to a point;

thence NORTH 45 DEGREES 59 MINUTES 13 SECONDS WEST a distance of 154.46 feet to a point;

thence SOUTH 44 DEGREES 00 MINUTES 47 SECONDS WEST a distance of 125.00 feet to a point;

thence SOUTH 45 DEGREES 59 MINUTES 13 SECONDS EAST a distance of 131.25 feet to a point;

thence SOUTH 60 DEGREES 31 MINUTES 25 SECONDS WEST a distance of 432.75 feet to a point;

thence NORTH 79 DEGREES 35 MINUTES 18 SECONDS WEST a distance of 18.89 feet to a point;

thence NORTH 88 DEGREES 56 MINUTES 11 SECONDS WEST a distance of 20.65 feet to a point;

thence NORTH 83 DEGREES 51 MINUTES 45 SECONDS WEST a distance of 10.75 feet to a point;

thence NORTH 37 DEGREES 22 MINUTES 52 SECONDS WEST a distance of 12.80 feet to a point;

thence SOUTH 88 DEGREES 23 MINUTES 09 SECONDS WEST a distance of 14.75 feet to a point;

thence SOUTH 74 DEGREES 27 MINUTES 42 SECONDS WEST a distance of 30.38 feet to a point;

thence SOUTH 61 DEGREES 29 MINUTES 58 SECONDS WEST a distance of 40.48 feet to a point;

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

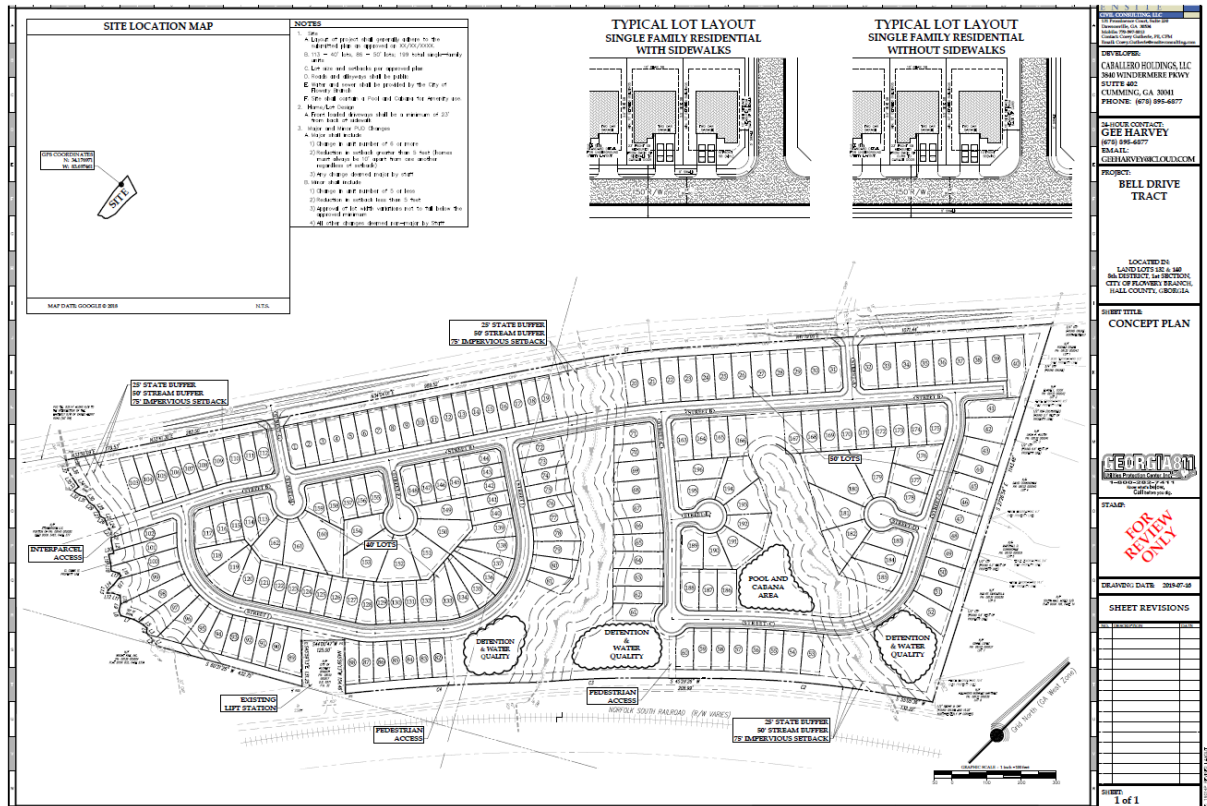
thence SOUTH 77 DEGREES 38 MINUTES 15 SECONDS WEST a distance of 20.54 feet to a point;
thence NORTH 05 DEGREES 46 MINUTES 23 SECONDS EAST a distance of 19.17 feet to a point;
thence NORTH 79 DEGREES 11 MINUTES 05 SECONDS WEST a distance of 17.54 feet to a point;
thence NORTH 79 DEGREES 36 MINUTES 31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

Exhibit “C”

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff

Public Hearing Published 1/23/20
Public Hearing 2/06/20

First Reading 3/04/20
Adopted 3/19/20

ORDINANCE NO. 576 A

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

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

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

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

WHEREAS, the City Council held a public hearing at the meeting of February 6, 2020, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

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

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned M1.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current zonings as opposed to proposed.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND REZONING.

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

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be February 20th, 2020.

SECTION 6. REPEALER.

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

Approved this 19th day of March 2020.

ATTEST

James M. Miller, Mayor

Melissa McCain, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

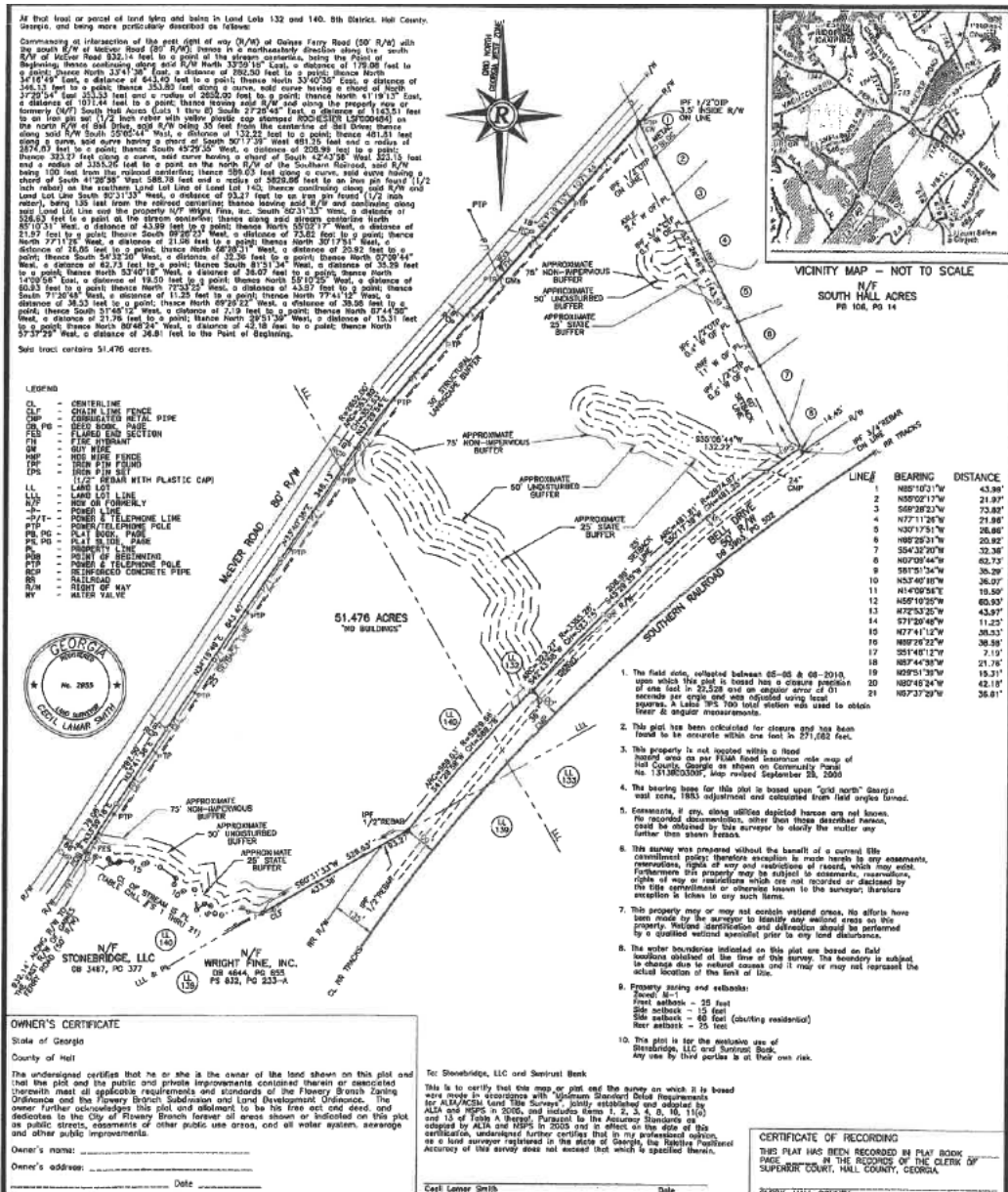


Exhibit “B”

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

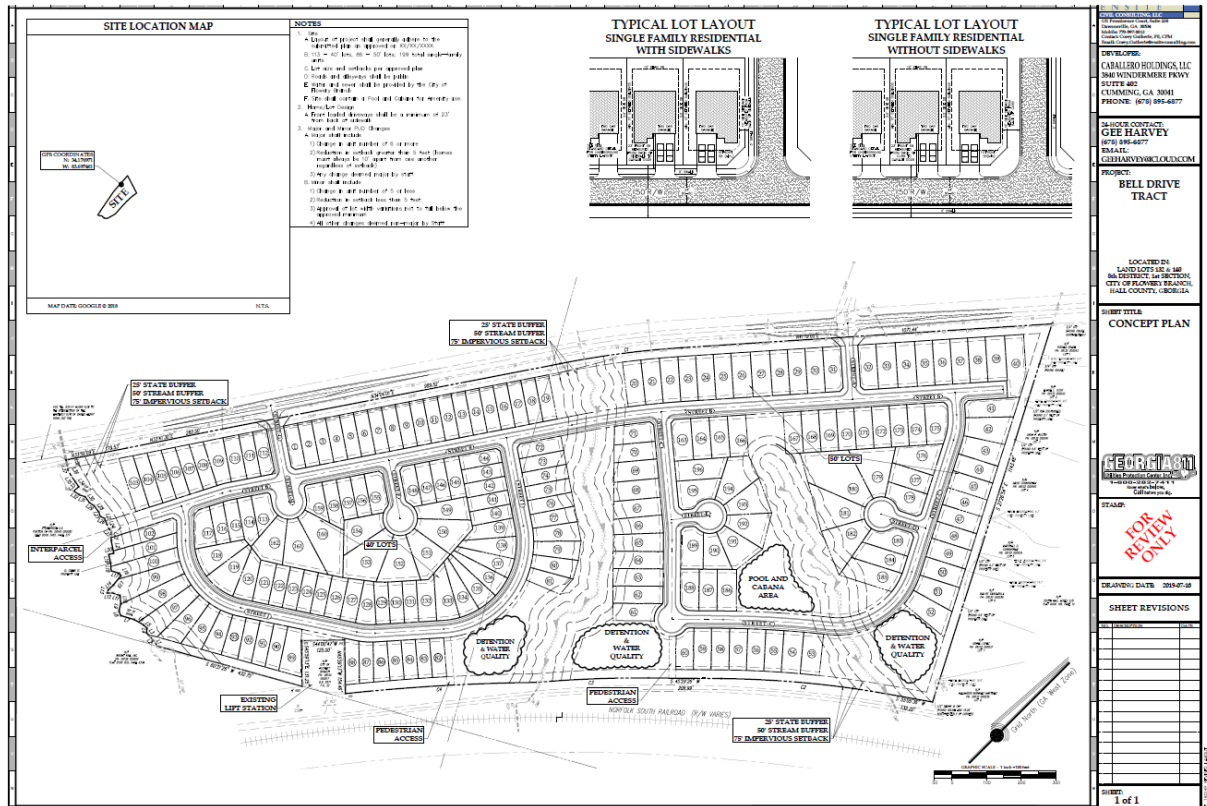
thence NORTH 30 DEGREES 08 MINUTES 21 SECONDS WEST a distance of
954.25 feet to a point
and the POINT OF BEGINNING.
Said tract contains 31.052 acres.

Exhibit “C”

Conditions of Zoning

1. Site

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



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

2. Home/Lot Design
 - A. Homes shall have unique designs throughout the project
 - B. All homes are required to have a two-car garage
 - C. Homes shall be designed to have side accessed or recessed garages
 - D. A detailed plan book showing all home elevations shall be approved by City Council prior to the recording of the final plat
 - E. Driveways shall be a minimum of 23' as measured from the back of sidewalk to the front façade of the home
 - F. Individual lots shall show landscaping at time of permit
 - G. All lots must be sodded prior to certificate of occupancy
 - H. A residential drainage plan (RDP) may be required for any lots that have potential drainage issues as determined by the City
 - I. A house location plan (HLP) is required for each home at the time of permitting
3. Major and Minor PUD Changes
 - A. Major shall include
 - 1) Change in unit number of 4 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
 - B. Minor shall include
 - 1) Change in unit number of 3 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by staff



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: FB Partners Development Agreement

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

On April 19, 2018, the City rezoned approximately 109 acres of property located off McEver Road and Gainesville Street for 325 single family units now known as Summit Lake residential subdivision. Shortly thereafter Flowery Branch Partners, LLC ("FB Partners") made application for \$2,550,000 in TAD proceeds to pay costs for various Summit Lake development costs including dam work, lake restoration, multi-use trail connection, sewer outfall improvements, sidewalks, pump station, force main and improvements to McEver Road. After considering FB Partners' application, the TAD Advisory Committee ("TADAC") recommended approval of TAD funding in the amount of \$750,000. The City Council followed the TADAC's recommendation and approved \$750,000 of TAD proceeds to pay for certain Summit Lake development costs. With this approval the next step is to consider a Development Agreement between the City of Flowery Branch ("City") and FB Partners setting forth the terms and conditions for the payment.

The basic terms of the Development Agreement are that the after the City pays itself and its obligations under The Residential Group Development Agreement, the City will pay FB Partners annual payments beginning April 30, 2021 for a period of 15 years (unless the total \$750,000 commitment is paid earlier) from TAD funds generated by the increment created by the development of the Summit Lake subdivision according to a formula set forth in the agreement. Because of an issue with the Hall County Tax Assessor, it is not expected that Summit Lake development will generate sufficient tax increment to result in an annual payment in 2021.

FACTS AND ISSUES:

FB Partners will be required to present to the City what expenses are being paid reimbursed so we know they conform with the agreement.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$750,000 from the TAD Fund

RECOMMENDATION:

Staff recommends approval.

SAMPLE MOTION:

Motion to authorize the Mayor's signature on the FB Partners Development Agreement.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [FB Partners Dev Agreement Executive Summary.pdf](#)
- [FB Partners Development Agreement FINAL DRAFT Clean No Ex C.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Flowery Branch Partners, LLC TAD Development Agreement

DATE: April 12, 2021

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: April 15, 2021

PURPOSE: Consider entering into a TAD Development Agreement with Flowery Branch Partners, LLC.

HISTORY: On April 19, 2018, the City rezoned approximately 109 acres of property located off McEver Road and Gainesville Street for 325 single family units now known as Summit Lake subdivision. Shortly thereafter Flowery Branch Partners, LLC (“FB Partners”) made application for \$2,550,000 in TAD proceeds to pay costs for various development costs including dam work, lake restoration, multi-use trail connection, sewer outfall improvements, sidewalks, pump station, force main and improvements to McEver Road. After considering FB Partners application, the TAD Advisory Committee (“TADAC”) recommended approval of TAD funding in the amount of \$750,000. The City Council followed the TADAC’s recommendation and approved \$750,000 of TAD proceeds to pay for certain Summit Lake development costs. With this approval, the next step is to consider a Development Agreement between the City of Flowery Branch (“City”) and FB Partners setting forth the terms and conditions for the payment.

FACTS AND ISSUES: The basic terms of the Development Agreement are that after the City pays itself and its obligations under The Residential Group Development Agreement, the City will pay FB Partners annual payments beginning April 30, 2021 for a period of 15 years unless the total \$750,000 commitment is paid earlier from TAD funds generated by the increment created by the development of the Summit Lake subdivision according to a formula set forth in the agreement. Because of an issue with the Hall County Tax Assessor, it is not expected that Summit Lake development will generate sufficient tax increment to result in an annual payment in 2021.

OPTIONS: Not applicable. The City previously approved the payment of \$750,000 of TAD funds to FB Partners for redevelopment costs of the Summit Lake development. The Development Agreement memorializes this previous approval.

RECOMMENDED SAMPLE MOTION: I make a motion the City enter into a Development Agreement with Flowery Branch Partners, LLC, authorizing the Mayor to sign all necessary contract documents to accomplish same.

DEPARTMENTS: Administration

Prepared by: E. Ronald Bennett, Jr., City Attorney

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated as of the 16th day of April, 2021 is made between the City of Flowery Branch, a municipal corporation of the State of Georgia ("City"), and Flowery Branch Partners, LLC, its successors and assigns ("FB Partners").

ARTICLE I - RECITALS

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, the City has determined that encouraging redevelopment within its historic downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and has prepared a redevelopment plan to create a walkable mixed-use development within Old Town, as outlined in the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014 (hereafter the "Redevelopment Plan"); and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created the Old Town and Commercial Gateways Tax Allocation District ("TAD #1") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD #1 is terminated; and

WHEREAS, this Agreement applies to certain property described in Exhibit "A" containing approximately 109.064 acres, which is also located within the TAD, and upon which FB Partners intends to develop to accommodate up to 325 single family detached homes and associated resident amenities to be identified as "Summit Lakes" ("Project") and which, upon completion, will make additional tax allocation increments available to fund eligible redevelopment costs within the Project and elsewhere within the TAD; and

WHEREAS, FB Partners has applied for and received required zoning and subdivision plan approvals in order to develop the Project in accordance with plans described in Exhibit "B", attached hereto and incorporated herein by reference; and

WHEREAS, the City has authorized a maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000) of tax increment financing ("TIF") to FB Partners, payable over a maximum of fifteen (15) single annual installments from tax allocation increments generated by the Project over the remaining life of the TAD, in accordance with a formula specified in this Agreement and for the purpose of enhancing the economic viability of the Project; and

WHEREAS, the contribution of TIF is for the express purpose of achieving the development of the Project in the manner described in Exhibits "B" and "C", respectively; and

WHEREAS, through the contribution of TIF the City has an interest to ensure that the Project is constructed in a timely manner and in substantial conformity to the quality, specifications and pricing projected in Exhibits "B" and "C".

AGREEMENT

NOW THEREFORE, the City and FB Partners for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement and for and in consideration of the contribution of TIF in the amount specified above, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

"Act of Bankruptcy" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Annual City TAD Payment” means the calculated sum of FB Partners Project Tax Allocation Increment due from the City to FB Partners on each Payment Date as further described in the TAD Payment Formula appearing in Section 5.1 of this Agreement.

“Approved Project Plans” or **“Project Plans”** shall mean architectural plans, drawings and specifications as approved and maintained on file with the City of Flowery Branch, Department of Community Development, Permits and Inspections Office, are consistent with City policies as applied to redevelopment within the Flowery Branch TAD #1 and have been recommended for approval by a duly formed TAD Advisory committee consisting of City and County Representatives.

“Certified Base Digest of the FB Partners Project Parcels” means the total Digest (40%) value of real property located within tax parcels 08111 003002, 08111 003028, 08111 003039, 08112 027028A and 08112 027028D, which together form the boundaries of the Project as identified Exhibits “A” and “B” when the TAD was certified, as of December 31, 2007, in the amount of \$781,198.

“City” means the City of Flowery Branch, a municipal corporation and political subdivision of the State, acting through its legislative body, the City Council, and its successors and assigns under this Agreement. The City will also act in the capacity as City as contemplated by the Redevelopment Powers Law and the Redevelopment Plan.

“Effective Date” means April 16, 2021 as the effective date of this Agreement.

“Flowery Branch Partners” or **“FB Partners”** means Flowery Branch Partners, LLC, a Georgia Limited Liability Company, its successors and assigns, which has proposed to construct a certain single-family development to be known as “Summit Lake” within Flowery Branch TAD #1 and has applied to the City of Flowery Branch for Tax Increment Financing to defray certain eligible redevelopment costs.

“FB Partners Project Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within that portion of the TAD which constitutes the Project and occurring within the boundaries of the Project as shown in Exhibit “A”, at the future tax millage rates then in force in the City and County. Should the Hall County Board of Education in the future elect to include its tax allocation increment in the TAD, then the tax millage rates in the preceding sentence will include the Hall County Board of Education millage rates then in force.

“Force Majeure” means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, provided that event or circumstance is limited to the following: (a) a result of natural disaster, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), (b) acts of war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, riots, insurrection, military or usurped power or confiscation, terrorist activities, (c) nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party shall be declared in Default or be entitled to terminate this Agreement under Article VI (Default) in such circumstances.

“Material Change” means any significant modification to the approved plans for construction of the Project as would be reasonably determined by the City. Material changes may include but not be limited to changes in building square footages, exterior building elevations, construction materials or specifications contained in final Approved Project Plans filed with Flowery Branch Department of Community Development, Building and Development Inspections Office and referenced in Exhibit “B”.

“Outstanding Balance of City TAD Payments” means at any given point in time during the term of this Agreement an amount equal to \$750,000 minus the sum of all previous Annual City TAD Payments made to FB Partners and/or its approved successors or assignees.

“Payment Date for City Reimbursement of FB Partners’ Project Tax Increments” or “Payment Date” means each April 30, commencing with April 30, 2021 and concluding no later than April 30, 2035. If any Payment Date from time to time occurs on a day other than a day on which the City is open for business (“Business Day”), the payment due on such Payment Date shall be made on the next succeeding Business Day. The Payment Date may be changed from time to time, if mutually agreed upon by FB Partners and the City.

“Phase 1 Public Improvements” shall mean the construction of certain public improvements, such as park space to be developed on real property located within Tax Parcel 08112A002013 and Parcel 08112A002001, as identified in Hall County tax assessment records and owned by the City of Flowery Branch, along with identified hardscapes, landscaping, parking and streetscape improvements, which are scheduled to be completed together with the redevelopment of the former Flowery Branch City Hall and Police Station. The approval of Phase 1 Public Improvements in the amount of \$4,600,000, and the financing thereof, were duly authorized by the Flowery Branch City Council on November 15, 2018. The City’s financial obligations to pay debt service for Phase 1 Public Improvements shall take precedence over and be paid prior to the distribution of additional TAD #1 Tax Allocation Increment for any other purpose.

"Project" means a certain single-family home development to be known as "Summit Lake" to be developed on the Property and set forth on Exhibit "A" within Flowery Branch TAD #1 by FB Partners in accordance with the approved zoning category within the City of Flowery Branch and in accordance with the Approved Rezoning Ordinance Adopted by the Flowery Branch City Council and appearing in Exhibit "D".

"Project Cost Estimates" means the estimated Project development costs for the construction and sale of single-family homes, including Approved Redevelopment Project Costs, as quantified in Exhibit "C."

"Supplemental City TAD Payment" means the sum of any voluntary payments the City may choose to add from time to time to the Annual City TAD Payment to the Project as described in Section 5.1 of this Agreement, whether from other unallocated future TAD proceeds or from other available sources. The City may consider making supplemental payments in order to reduce the Outstanding Balance of City TAD Payments, or fully retire the City's remaining obligations to FB Partners. Supplemental payments will be credited against the Outstanding Balance of City TAD Payments in the same manner as regular Annual City TAD Payments. The City's decision to make a Supplemental TAD Payment in any future year, as well as the amount of such payment(s), shall be voluntary and at the sole discretion of the City.

"TRG Development Agreement" means an Agreement between the City of Flowery Branch and The Residential Group, LLC, "TRG" as approved by the Flowery Branch City Council and executed on July 18, 2019 related to the City's reimbursement of certain Redevelopment Project costs to TRG, payable in a manner similar to the formula described in Article V of this Agreement. Section 5.2 of the TRG Development Agreement, which prohibits the City from subordinating that Agreement to any later agreement committing tax allocation increments or financing to any other project within the TAD, is fully incorporated herein by reference.

"Redevelopment Powers Law" means the Redevelopment Powers Law, O.C.G.A. §36-44-1, et seq., as amended.

"Tax Allocation District #1", also known as the "Old Town and Commercial Gateways TAD" or "the TAD" means that certain property described in the City of Flowery Branch Redevelopment Plan for Tax Allocation District #1: Old Town and Commercial Gateways, ("the Redevelopment Plan") and being further identified on Map 1, page 6 of the Redevelopment Plan and containing those real property tax parcels listed in Appendix B of said Redevelopment Plan, being duly created by Resolution of the Flowery Branch City Council and the Tax Allocation District #1 being certified and made effective as of December

31, 2007.

“TAD #1 Special Fund” or TAD Special Fund means a major governmental special revenue fund established by the City of Flowery Branch, into which Tax Allocation Increment is deposited for the purpose of financing capital investments to revitalize the City’s commercial/downtown, in accordance with the purposes and objectives outlined in the Redevelopment Plan.

“TAD #1 Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within the Flowery Branch TAD #1 as a whole, at the tax millage rates then in force in the City and County. Should the Hall County Board of Education in the future elect to include its tax allocation increment in the TAD, then the tax millage rates in the preceding sentence will include the Hall County Board of Education tax millage rates then in force.

“TAD #1 Millage Rates” mean that portion of future millage rates levied on real property which have been pledged for the purpose of calculating positive tax allocation increments.

“TAD Payment Formula” means the agreed upon method to calculate Annual City TAD Payments due from the City to FB Partners as further described in the TAD Payment Formula presented in Section 5.1 of this Agreement.

“Tax Increment Financing (TIF)” shall in this case mean annual payments, bonds, notes or other forms of financing to be issued by the City to finance or repay its obligations under the terms of this agreement, which are issued on the basis of pledging for the payment or security for payment of such obligations, incremental future property tax revenues to be generated within the City of Flowery Branch, “Old Town and Commercial Gateways Tax Allocation District” (TAD #1).

“Village at East Main Development Agreement” means an Agreement between the City of Flowery Branch and Winterset Holdings, LLC/Heritage Group Homes, LLC (Winterset/Heritage) as approved by the Flowery Branch City Council related to the City’s reimbursement certain Redevelopment Project costs to Winterset/Heritage, payable in the same manner as the formula described in Article V of this Agreement, and fully incorporated herein by reference. The FB Partners and Village at East Main Development Agreements, having been approved concurrently by the Flowery Branch City Council, shall be treated equally with respect to the City’s obligations outlined under Article V of the respective Agreements.

Additional terms not specifically defined herein shall carry their usual and customary meanings under the Redevelopment Powers Law and related applicable statutes.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Flowery Branch Partners, LLC. FB Partners hereby represents and warrants to the City that:

(a) *Organization and Authority.* FB Partners is a limited liability company, in good standing and authorized to transact business in the State. The manager of FB Partners has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) *Due Authorization, Execution and Delivery.* The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of FB Partners and no further approvals or filings of any kind, including approval of or filing with any governmental authority, are required by or on behalf of FB Partners as a condition to the valid execution, delivery, and performance by it of this agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of FB Partners in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) *Organizational Documents.* FB Partners' organizational documents are in full force and effect and have not been modified or supplemented on those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) *Bankruptcy.* No Act of Bankruptcy has occurred with respect to FB Partners.

(e) *No Litigation.* There is no action, suit or proceeding pending or, to the knowledge of FB Partners threatened against or affecting FB Partners in any court, before any arbitrator or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of FB Partners, or (iii) could materially and adversely affect the ability of FB Partners to perform its obligations hereunder.

(f) *No Undisclosed Liabilities.* FB Partners is not subject to any material liability or obligation, including contingent liabilities. FB Partners is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of FB Partners to perform its obligations under this Agreement.

(g) *Principal Office.* The address of FB Partners 's principal place of business is 1735 Buford Highway, Suite 215-427, Cumming, GA 30041.

(h) *Licenses and Permits.* FB Partners possesses, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(i) *Plans.* During the ordinary course of the development process, FB Partners will furnish the City with a complete set of the Plans to be approved by the City. The Plans so furnished to the City comply with all applicable governmental requirements and, upon receipt of City approval, shall become Exhibit "B". Exhibit "B" and accompanying building permits and inspection records will be maintained on file with the City's Building Inspection Office.

(j) *Project Cost Estimates/Development Budget.* FB Partners has furnished the City with a current representation of the estimated Project construction costs, including that portion of Project construction costs to be reimbursed through Annual City TAD Payments as of the Effective Date of the Agreement, incorporated herein as Exhibit "C".

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to FB Partners that:

(a) *Organization and Authority.* The City is a municipal corporation duly created and existing under the laws of the State. The City has the requisite power and authority to execute and deliver this

Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) *Due Authorization, Execution and Delivery.* The execution, delivery, and performance of this Agreement has been duly authorized by the City of Flowery Branch. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) *No Litigation.* There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

ARTICLE IV

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF FB PARTNERS

Section 4.1 Construction of the Project. FB Partners or its affiliate shall develop and construct the Project in accordance with approved Planned Unit Development (PUD) zoning category in the City of Flowery Branch and in accordance with the Approved Rezoning Ordinance adopted for same by the Flowery Branch City Council, such ordinance is shown on Exhibit "D", attached and incorporated herein. FB Partners shall commence and pursue completion with commercial diligence of the project defined herein and same shall be accomplished in a good and workmanlike manner.

Section 4.2. Approvals Required for the Project. FB Partners will obtain or cause to be obtained all necessary project approvals for the Project and will comply with all legal requirements of any governmental body regarding the use or condition of its Project. The City agrees to process building permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

Section 4.3. Delay or Abandonment. Subject to Force Majeure, FB Partners agrees to diligently pursue through completion the development of the Project as defined herein. FB Partners agrees that in the event that construction should be halted or delayed by ninety (90) days or more, subject to Force Majeure, the City shall give FB Partners notice to recommence construction and that construction shall be recommenced within thirty (30) days thereafter and failure to recommence construction shall constitute a default under this Agreement.

Section 4.4. Material Modifications. FB Partners agrees to develop the Project in accordance with the plans shown in Exhibit "B" and the Approved Rezoning Ordinance as shown on Exhibit "D". FB Partners shall not materially change or modify such plans without following the procedure set forth in the City of Flowery Branch Code which procedures require the approval of the Flowery Branch City Council to change or modify the plan of development.

Section 4.5. Payment of Property Taxes. FB Partners Project Tax Allocation Increment and resulting Annual City TAD Payments due to FB Partners are calculated on the basis of property taxes levied and collected on real property located within the Project site. FB Partners agrees to promptly pay all annual property taxes owed by FB Partners upon any real estate it continues to own in the Project, and upon the City's request, to provide copies of property tax bills received and receipts for tax payments made, no later than seven (7) days prior to the scheduled Payment Date upon which the City's Annual TAD Payment is due. In the event that FB Partners fails to pay property taxes owed during the applicable tax year or fails to provide applicable payment records requested by the City, the City may delay the Payment Date until such time as this information is provided. Upon receipt of copies of the property tax bills and paid receipts, the City shall promptly process the Annual TAD Payment generated from applicable property tax payments received in accordance with this Agreement. This provision shall only apply to annual property taxes owed by FB Partners, its successors or assigns, within the boundaries of the Project. FB Partners shall be in no way be responsible for ensuring the City's collection of real property taxes owed by other owners of real property that may be developed on the Project site and later sold. Similarly, the terms of this Agreement shall not obligate the City to take any action beyond usual and customary enforcement measures to collect unpaid taxes owed by other parties.

Section 4.6. Litigation. FB Partners will notify the City in writing, within thirty (30) days of its having knowledge thereof, of any actual, pending, or threatened litigation or adversarial proceeding in which a claim is made against FB Partners or against the site or the Project, and of any judgment rendered against FB Partners. Additionally, the City will notify FB Partners in writing, within thirty (30) days of its having knowledge thereof, of any actual, pending, or threatened litigation or adversarial proceeding in which a claim is made against the City regarding the Project or TAD Payments.

Section 4.7. Compliance with Laws, Contracts, Licenses, and Permits. FB Partners will make good faith efforts to comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

ARTICLE V

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF THE CITY OF FLOWERY BRANCH

Section 5.1. Annual City TAD Payments. The City agrees to make annual payments to the Project from Project Tax Allocation Increments over a maximum 15 annual installments delivered on the Annual Payment Date Due, commencing on April 30, 2021 and concluding on the earlier of (i) April 30, 2035 or (ii) when the sum of the then current year TAD Payment plus all prior year City TAD Payments made totals \$750,000. The amount of the Annual City TAD Payment due to FB Partners in any future year under the term of this Agreement shall be calculated as follows:

(a) Based upon the annual calculation of the TAD #1 Digest as provided by the Hall County Board of Assessors, the City Finance Director shall calculate that (future) year's "TAD #1 Tax Allocation Increment" (within the meaning of the Redevelopment Powers Law), meaning that amount which is specified in Code Section 36-44-9, and is obtained by first multiplying the total applicable ad valorem real property taxes levied within the TAD based upon TAD #1 Millage Rates then in effect; and then multiplied by a fraction having a numerator equal to that (future) year's taxable value of all taxable property subject to ad valorem property taxes within TAD #1 minus the tax allocation increment base, and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within TAD #1. The total levied TAD Millage multiplied by that fraction represents the portion of total applicable property tax collections which constitute "Tax Allocation Increment" due to be deposited into the TAD #1 Special Fund in that (future) year, while the balance represents the remaining taxes retained by the respective City and County General Funds. If less than 100% of real property taxes due from all TAD Parcels have been paid, the total Tax Allocation Increment calculated in this Section shall be reduced proportionally to reflect the percentage of real property taxes actually collected.

In any future year within the Term of this Agreement, if the tax allocation increment base is less than that year's value of all taxable property subject to ad valorem property taxes, then the total TAD #1 Tax Allocation Increment is "positive". In such event, the City shall first calculate the total amount of positive City and County Tax Allocation Increments deposited into and/or due the TAD #1 Special Fund between the date of the previous year's City TAD Payment to FB Partners and seven days prior to the current year Payment Date. From that total amount, the City shall first calculate, reserve, and deduct sufficient TAD funds to satisfy the City's obligations to repay annual debt service costs incurred to finance Phase 1 Public Improvements, toward which Tax Allocation Increments from TAD #1, as a whole, were pledged. The City shall then calculate, reserve, and deduct sufficient TAD funds to satisfy the Development Agreement between the City and the Residential Group, LLC (TRG Development Agreement). FB Partners and Winterset/Heritage shall then be entitled receive a City TAD Payment from the then remaining TAD funds. FB Partners' share of the remaining TAD funds

shall be determined as described further below and subject to all other limiting conditions outlined in Article V.

(b) If upon satisfying the provisions of Section 5.1.(a) the City Finance Director determines that remaining TAD #1 Tax Allocation Increments are available for distribution, that FB Partners has paid real property taxes due in accordance with Section 4.5, and is otherwise eligible to receive a City TAD Payment, the City shall then calculate the amount of the City TAD Payment potentially due FB Partners from the remaining available TAD funds. This shall be determined by first calculating the total Annual Tax Allocation Increment attributable to all taxable real property/parcels then located within the Project boundaries shown in Exhibit "A", which together comprise "the Project." That sum shall be determined by (i) multiplying the total applicable ad valorem real property taxes levied on the Project based upon TAD #1 Millage Rates then in effect; and (ii) determining the total applicable Tax Allocation Increment by multiplying the total TAD Millage by a fraction having a numerator equal to that (future) year's combined Taxable Digest (40%) Value from all taxable parcels then determined to comprise Project, minus the Certified Base Digest of the Project (as defined in Article II) when the TAD was approved as of December 31, 2007, of \$781,198, and a denominator equal to that year's taxable value of year's taxable Digest (40%) value of the Project. If applicable, the City must also add to this amount any prior year accruals as provided for in Section 5.1.(d), as funds are available.

(c) In the same manner described in Section 5.1.(b) the City will calculate the amount of the City TAD Payment potentially due Winterset/Heritage per the terms of the Village at East Main Development Agreement. FB Partners' percentage share of the remaining available TAD funds calculated in Section 5.1.(a) will be determined by a fraction having the numerator equal to that (future) year's City TAD Payment potentially due FB Partners as calculated in Section 5.1.(b), and a denominator equal to the sum of that year's combined Annual City TAD Payments potentially due FB Partners and Winterset/Heritage.

(d) The total amount of the City TAD Payment that FB Partners would receive in that (future) year shall then be determined to be the lesser of (i) the applicable Tax Allocation Increment created by and attributable to investment in the Project as calculated in Section 5.1(b), (ii) FB Partners' percentage share of remaining available funds as determined in Sections 5.1.(a) and (c); or (iii) the Outstanding Balance of City TAD Payments due FB Partners at that time. Notwithstanding anything contained to the contrary herein, upon the City's receipt of payment for the applicable portion of real property taxes owed by FB Partners, the City Finance Director shall promptly determine the applicable TAD Payment to be disbursed and paid to FB Partners in accordance with this Agreement.

(e) During any year in which the total available, "lesser of" TAD #1 Tax Allocation Increment distributed to FB Partners calculated under the terms of Section 5.1(d) is less than the total applicable amount created by and attributable to investment in the Project as determined by the formula described in Section 5.1(b), and is also less than the Outstanding Balance of City TAD Payments due FB Partners at that time, such condition would cause the City's TAD Payment to be less than would otherwise have been owed to FB Partners in that (future) year. In such a case, the City Finance Director will calculate the difference and carry forward that shortfall, as well as any remaining accrued shortfalls from prior years to the next Payment Due Date. In the event that total available tax allocation increment

collected over the following 12 months to the next Payment Due Date, exceeds the applicable amount of real property tax actually collected from the Project during that same period as determined by Section 5.1(d), any remaining excess tax allocation increment will be applied as available to reduce or eliminate the accrued shortfalls from prior years. Prior year accruals will continue to carry forward in this manner until fully paid.

(f) Upon calculating the total amount of the City TAD Payment FB Partners would receive in that (future) year, and prior to the due date for delivering the City TAD Payment, the City Finance Director shall report to the City Manager and to the City Council the “lesser of” amount due FB Partners, the sum of all prior year payments made and the remaining balance due FB Partners after making the current year TAD Payment, and the existence of any unallocated or available TAD revenues that may be used to add a Supplemental TAD Payment to FB Partners as defined in Section II. The City Council may, at that time choose, by majority vote of members present and voting, to authorize the Finance Director to make a Supplemental TAD Payment for the purpose of accelerating the payment of remaining City obligations due to FB Partners. The City’s decision to make a Supplemental TAD Payment in any future year(s), as well as the amount of such payment(s), shall be voluntary and at the sole discretion of the City Council

(g) The following example illustrates how the above formula to determine the Annual City TAD Payment due would apply in future Year x , should the following hypothetical conditions apply:

Taxable Full Value of the FB Partners’ (Summit Lakes) Project (all taxable parcels) in Year x =	\$66,025,000
Total Project Digest (40%) Value =	\$26,410,000
Certified Base Digest of Project Parcels =	\$781,198
Total TAD #1 Digest (40% Value) in Year x =	\$100,236,200
TAD #1 Certified Base Digest =	\$18,049,333
TAD #1 Tax Allocation Increment Ratio in Year x (<i>Year x TAD Digest-TAD Base</i>)/ <i>Year x TAD Digest</i> =	82.0%
Total TAD Millage Rate levied on Real Property Pledged to TAD #1 in Year x =	8.62
Total TAD Millage Levied on Project Parcels in Year x =	\$227,760
Total TAD Increment generated by Project Parcels @ 97.0% of Total TAD Millage in Year x =	\$221,023
The Sum of all City TAD Payments made to FB Partners prior to Year x =	\$350,000
Total TAD Increment generated by Village at East Main Project Parcels in Year x =	\$66,618
Total Tax Allocation Increments due the TAD Special Fund (<i>TAD Millage x Tax Allocation Increment Ratio</i>) =	\$708,800
Total Tax Allocation Increments deposited into the TAD Special Fund over the previous 12 Months (<i>estimated @ 96% of total due</i>) =	\$680,428
Less City TAD Funds reserved to finance Phase 1 Public Improvements in Year x =	-\$315,000

Less City TAD Funds reserved for TRG Development Agreement in Year x =	-\$120,710
Remaining collected/deposited TAD increment available for distribution in Year x =	\$244,708

(i) The Tax Allocation base (\$18,049,333) is less than the taxable value of all taxable property in TAD #1 in Year x (\$100,236,200). The total TAD #1 tax allocation increment is therefore "positive".

(ii) Based on the applicable millage rates pledged to TAD #1 in Year x , (8.62 mills) the total amount of applicable real property taxes levied within TAD #1 would total \$864,437 of which, \$708,780 (82.0%) would be Tax Allocation Increments due to the TAD Special Fund and the remainder would be retained by the respective City and County General Funds. No later than seven days prior to the Payment Date the City Finance Director determines that 96% of the total tax allocation increments due the TAD #1 Special Fund, (including payments received from the County) or \$680,430 had been confirmed as collected and deposited into the TAD Special Fund since the date of previous year's City TAD Payment to FB Partners. From that amount, the City has either already paid or is obligated to reserve \$315,000 to satisfy its Year x debt service obligation owed for Phase 1 Public Improvements, plus \$120,720 due to TRG under the TRG Development Agreement. The remaining available Tax Allocation Increments subordinate to the satisfaction of these commitments, totals \$244,708.

(iii) Under Section 5.1.(b), the City Finance Director first determines that FB Partners has paid in full its City and County Property taxes due on those parcels within the Project that were under FB Partners' ownership, and FB Partners was therefore entitled to receive a City TAD Payment. The total applicable ad valorem real property taxes levied on the Project based upon the TAD #1 Millage Rates then in effect (8.62 mills) total \$227,760. The taxable digest value of the Project in Year x (\$26.41 million) minus the 2007 Certified Base Digest of the FB Partners Project Parcels (\$781,198) is divided by the taxable digest value of the Project in Year x and equals 97.0 percent, meaning that 97.0% of the Project's taxable digest in Year x is attributable to the redevelopment of those parcels by FB Partners and other property owners which make up the Project. The total TAD Millage levied on the Project in Year x , \$227,760, multiplied by 97.0% equals \$221,023 and represents the proportional share of the TAD millage levied on the Project in Year x that would have been credited and deposited into the TAD #1 Special Fund.

(iv) In the same manner and using the same formula as described in Section 5.1.(g)(iii) the City Finance Director determines that Winterset/Heritage has also qualified to receive a City TAD Payment for the Village at East Main Project, and calculates the sum credited and deposited into the TAD #1 Special Fund from that Project to be \$66,618. The combined Tax Allocation Increments credited to FB Partners and Winterset/Heritage totals \$287,641. FB Partners' percentage share of the remaining available TAD funds calculated

in Section 5.1.(a) is therefore calculated to be 76.8% of the total. The sum available for distribution, calculated under Section 5.1.(g)(ii) to be \$244,708, multiplied by 76.8% totals \$188,033.

(v) The amount of the City TAD Payment due under the first “lesser of” test outlined in section 5.1.(d) is then determined by comparing the applicable Tax Allocation Increment created by and attributable to investment in the Project per the formula described in Section 5.1(b) or \$221,023 against FB Partners’ percentage share of the remaining available TAD funds calculated in Section 5.1.(a) which subordinate to the City’s repayment of prior approved funding commitments. That sum, per the formula described in Section 5.1(c) totals \$188,033. Therefore, in this example the “lesser of” amount calculated under Section 5.1(c) or \$188,033 applies.

(vi) Under the second “lesser of” test, in this example the sum of all Annual City TAD payments, including Supplemental City TAD Payments, made to FB Partners, including any Supplemental City TAD Payments in prior years totals \$350,000, leaving an Outstanding Balance of City TAD Payments due in Year *x* of \$400,000. This amount, also being greater than the amount calculated in sub-section (v) does not apply.

(vii) Therefore, based on the above example, the “lesser of” City TAD Payment due FB Partners in Year *x* would be \$188,033.

(viii) In this example, the “lesser of” TAD #1 Tax Allocation Increment distributed to FB Partners calculated under the terms of Section 5.1(d) is less than the total applicable amount created by and attributable to investment in the Project as determined by the formula described in Section 5.1(b), and is also less than the Outstanding Balance of City TAD Payments due FB Partners at that time. Therefore, the City’s TAD Payment is less than would otherwise have been owed to FB Partners in that year. Accordingly, the City Finance Director calculates the difference (\$188,033-\$221,023) and carries forward the shortfall of \$32,989, plus any remaining accrued shortfalls from prior years, to the next Payment Due Date.

(h) In the event that the sum total of 15 Annual City TAD Payments made in accordance with the preceding formula, plus any Supplemental City TAD payments made through the final Annual Payment Date of April 30, 2035, fail to total \$750,000, the City’s obligation will cease at that time and shall be considered paid in full.

Section 5.2. Subordination. The City and FB Partners understand and hereby agree that future annual City TAD Payments due to FB Partners shall be made subordinate to the satisfaction of (a) the City’s first obligation to repay debt service for Phase 1 Public Improvements and (b) Annual City TAD Payments previously agreed to in a Development Agreement between the City of Flowery Branch and the Residential Group, LLC, as approved by the Flowery Branch City Council and executed on July 18,

2019, the “**TRG Development Agreement**”. The TRG Development Agreement prohibits the City from subordinating Annual City TAD Payments due to TRG, its successors or assigns, to any later agreement committing tax allocation increments or financing to any other project within the Flowery Branch TAD #1.

Excepting the preceding paragraph and the Village at East Main Development Agreement, the City agrees that for as long as it remains in effect, this Agreement shall take priority over any future agreements to use TAD #1 Tax Allocation Increment for any other purposes, whether committed to reimburse the City for City Redevelopment Costs or pledged by the City to support other eligible redevelopment projects. The City shall take no action that would either (a) subordinate this Agreement to any later agreement committing tax allocation increments or financing to any other project within the TAD, (b) substantially reduce the future taxable digest of TAD #1 by acquiring taxable real property for tax exempt purposes to a degree that would cause the lesser of conditions described in Section 5.1(d)(ii) to occur, or (c) otherwise spend any portion of the total amount of positive tax allocation increments deposited into the Flowery Branch TAD #1 Special Fund between the date of the previous year’s City TAD Payment to FB Partners and the current year Payment Date, before or until such time as all payments due FB Partners under the terms of Section 5.1 are made.

Section 5.3. Alternative Financing. Nothing in this agreement will limit the right of the City to consider alternate methods of financing or refinancing Approved Project Redevelopment Costs, including without limitation, payments from accumulated and unspent TAD #2 Tax Allocation Increments, or the issuance of bonds or other forms of financing, so long as such financing does not have detrimental effect on the TAD Project or violate provisions of Section 5.2. In lieu of Annual City TAD Payments reimbursed from future Project Tax Allocation Increments as contemplated in Section 5.1, the City may in its sole discretion, choose to prepay or finance all or a portion of the TAD Project contemplated herein. If the City or its Downtown Development Authority (DDA) chooses to issue bonds or obtain other forms of financing, FB Partners will cooperate and assist the City or DDA in this regard. If financing is issued and the proceeds thereof paid to FB Partners in an amount sufficient to pay the outstanding balance of City TAD Payments due at that future time as contemplated by this Agreement, then upon such payment this Agreement will terminate. In no event will the sum of City TAD Payments paid prior to obtaining such financing plus, the outstanding balance of City TAD Payments provided for in such financing, exceed the sum of \$750,000.

Section 5.4. Building Inspections and Approvals. The City agrees to process building permit applications, as well as other applications for business licenses and related permits in a prompt and timely manner in accordance with its normal rules and procedures.

Section 5.5. Administration of the TAD #1 Special Fund. The City agrees to diligently administer the TAD #1 Special Fund, in accordance with the City’s established auditing procedures and Intergovernmental Agreement(s), including making all deposits due on a timely basis. The City shall take

no action that would adversely impact existing or future Intergovernmental Agreements, or otherwise relieve the County (and/or the School District should the Hall County Board of Education consent to participate in TAD #1 in the future) from its obligation to contribute future Annual County Tax Allocation Increments due. The City shall make reasonable efforts to collect future Annual Tax Allocation Increments due from the County but shall not be legally responsible to FB Partners for enforcing the compliance of other consenting taxing jurisdictions to TAD #1.

ARTICLE VI DEFAULT

Section 6.1. Default by FB Partners. The following will constitute a default by FB Partners:

- (a) Subject to Force Majeure, failure of FB Partners to materially and timely comply with and perform each of its obligations set forth in this Agreement.
- (b) Any representation or warranty made by FB Partners in this Agreement or subsequently made by it in written document furnished to the City and specifically related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material and adverse respect.
- (c) An Act of Bankruptcy of FB Partners.
- (d) Any failure to develop the property in accordance with the approved zoning category of the City of Flowery Branch, including the Approved Rezoning Ordinance applicable to Subject Property.
- (e) Any failure to develop the property in accordance with applicable City codes, ordinances and the final plan approved by City as contained in Exhibit "B".

Section 6.2. City's Remedies. If a default by FB Partners occurs and continues 30 days after receipt of written notice to FB Partners from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and FB Partners begins to diligently pursue the cure of such default within such 30-day period), the default will become an "Event of Default," and the City will be entitled to elect any or all of the following remedies:

(i) terminate this Agreement, (ii) reduce the amount of the Approved Redevelopment Project Costs and/or the remaining unpaid portion of the City's contribution of tax increment financing by an amount proportional to the reduction of the project's value caused by the Default; (iii) seek any remedy at law or in equity that may be available as a consequence FB Partners 's default; (iv) pursue specific performance of this Agreement or injunctive relief; or (v) waiver of such Event of Default.

Notwithstanding anything contained to the contrary herein, upon FB Partners' receipt of final plat approval, or its equivalent from the City's, Department of Community Development, plus the City's inspection and sign off that all of the project improvements that were partially or entirely designated as Approved Redevelopment Project Costs in Exhibit "C" have been completed to the specifications contained in the Approved Project Plans, FB Partners shall be deemed to have complied and satisfied the Approved Rezoning applicable to the Project. Further, receipt of such final plat approval or its equivalent shall supersede any Event of Default by FB Partners and shall be conclusive proof that FB Partners has performed its obligations and duties in accordance with Sections 4.1 through 4.4 herein.

Section 6.3. Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and another rights and remedies provided for or available at law or in equity.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of FB Partners contained herein, FB Partners agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, the amount of such fees of attorneys; provided, however, if FB Partners prevails on such action, then FB Partners shall not be required to pay any of the City's costs and expense related to such action.

ARTICLE VII ASSIGNMENT AND MERGER

Section 7.1. No Assignment without City Consent. This Development Agreement may be assigned by FB Partners to a firm, corporation, limited liability company or other entity completely controlled by Flowery Branch Partners, LLC. Any other transfer or assignment by FB Partners shall be made with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any sale of the project by FB Partners shall require assignment of this agreement to the purchaser of the project and upon such sale FB Partners shall not be entitled to any future disbursements under this agreement.

Section 7.2. No Merger. This Development Agreement shall survive closing and shall be binding on FB Partners and any all purchasers purchasing through FB Partners.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Indemnification. FB Partners will defend, indemnify and hold the City and its agents, employees, officers and legal representatives harmless for all claims, causes of actions, liabilities, fines and expenses (including, without limitation, reasonable attorneys' fees, court costs and all other defense costs and interest) for injury, death, damage or loss to persons or property sustained in connection with or incidental to the construction of the Project.

ARTICLE IX MISCELLANEOUS

Section 9.1. Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to FB Partners:

c/o Gee Harvey, Manager
1735 Buford Highway, Suite 215-427
Cumming, GA 30041

With a copy to:

Matthew Norton, Esq.
Polsinelli, LP
One Atlantic Center, #1100
1201 West Peachtree Street, NW
Atlanta, GA 30309

If to the City:

c/o Bill Andrew, City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

With a copy to:

E. Ronald Bennett, Jr., City Attorney
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.2. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.3. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.4. Exhibits. Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.5. Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia.

Section 9.6. Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.7. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten business days after delivery of the request to the approving party.

Section 9.8. Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent

Section 9.9. Recordable Form. The parties agree that this Agreement document shall be recorded on the records of the Clerk of Superior Court of Hall County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the _____ day of _____, 2021.

Flowery Branch Partners, LLC
a Georgia limited liability company

By:

Its:

Signatures Continued Next Page

City of Flowery Branch, Georgia

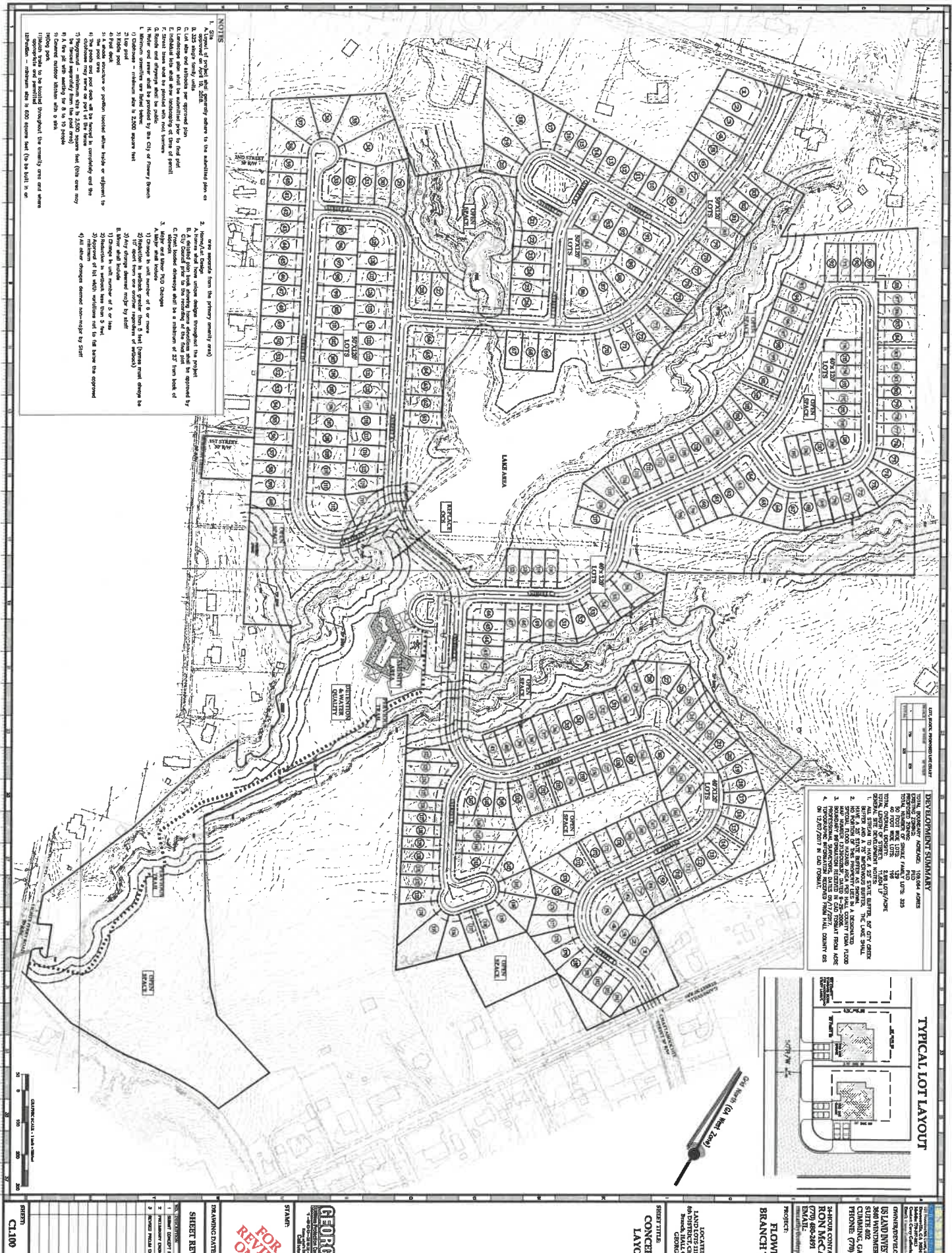
By: _____

James M. Miller, Mayor

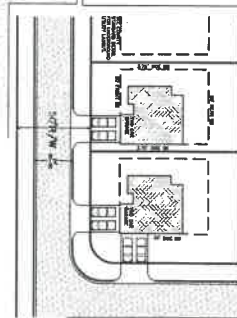
ATTEST:

Vickie Short, City Clerk

Exhibit "A"
Project Site

[illegible]

TYPICAL LOT LAYOUT



OWNER/DEVELOPER:
US LAND INVESTMENTS, LLC
 3850 RIVINGTON PARK
 SUITE 402
 CUMMING, GA 30041
 PHONE: (770) 480-2491

24-HOUR CONTACT:
RON MCCARTHY
 (770) 480-2491
EMAIL:
 rmc@uslandinvestments.com

PROJECT:
FLOWERY
BRANCH TRACT

**LAND LOTS 111, 112 & 113
0th DISTRICT, City of Florence
Branch, HALL COUNTY,
GEORGIA**

GEORGINA
Dresses Protection Center, Inc.
1-800-368-7437

FOR
REVIEW
ONLY

DRAWING DATE 2013-04-11

NO.	DESCRIPTION	DATE
1	STUDENT CONCEPT PLAN	6/2/91
2	PRELIMINARY ENGINEERING	8/1/91
3	REVISED PRELIM EDO	9/1/91

Sheet		
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Exhibit "B"
Approved Project Plans

Approved Project Plans are as maintained on file with the City of Flowery Branch,
Department of Community Development, Building and Development Inspections Office
and are fully incorporated herein by reference.

Exhibit "C"

C-1: Approved Development Budget

C-2: Approved TAD Redevelopment Costs

Exhibit “D”
Approved Rezoning Ordinance

Public Hearing Published 02/28/2018
Public Hearing 03/15/2018

First Reading 03/15/2018
Adopted 04/19/2018

ORDINANCE NO. 334-A

AN ORDINANCE REPLACING ORDINANCE NUMBER 334 OF THE CITY OF FLOWERY BRANCH, GEORGIA BY REZONING PROPERTIES IDENTIFIED AS TAX PARCEL NOS. 08111 003002, 08111 003039, 08112 027028A, 08112 027028D, AND 08111 002028, SHOWN ON ATTACHED EXHIBIT "A" AND LEGALLY DESCRIBED ON ATTACHED EXHIBIT "B" FROM PLANNED UNIT DEVELOPMENT (PUD) CONDITIONAL TO PLANNED UNIT DEVELOPMENT (PUD) CONDITIONAL; IMPOSING THE SUBJECT PROPERTIES TO ALL CONDITIONS SET FORTH AND SHOWN ON ATTACHED EXHIBIT "C"; PROVIDING FOR FINDINGS, SEVERABILITY, AND REPEALING CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, US Land Investments, LLC desires to develop all those tracts or parcels of land totaling 109 +/- acres identified as Parcel Tax Identification Nos. 08111 003002, 08111 003039, 08112 027028A, 08112 027028D, and 08111 002028; shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, subject properties were legally rezoned from Flowery Branch A (Agricultural) and R-1 (Residential) to Flowery Branch PUD (Planned Unit Development) Conditional by Ordinance No. 334 which was approved and adopted on August 18, 2006; and

WHEREAS, specific conditions differing from those originally imposed by Ordinance No. 334 shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of US Land Investments, LLC in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, the City Council held a public hearing at the meeting of March 15, 2018, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed changes in the approved PUD (Planned Unit Development) are still consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as approved in 2006 and restated below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current PUD conditional as opposed to the revised PUD conditional.
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the PUD.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be rezoned PUD Conditional. Conditions are set forth in Exhibit "C". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance does not change the official map of the City of Flowery Branch.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. REPEALER.

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

Adopted this 19th day of April 2018.


James M. Miller, Mayor

ATTEST


Melissa McCain, City Clerk

APPROVED AS TO FORM


E. Ronald Bennett, Jr., City Attorney



Exhibit "A"

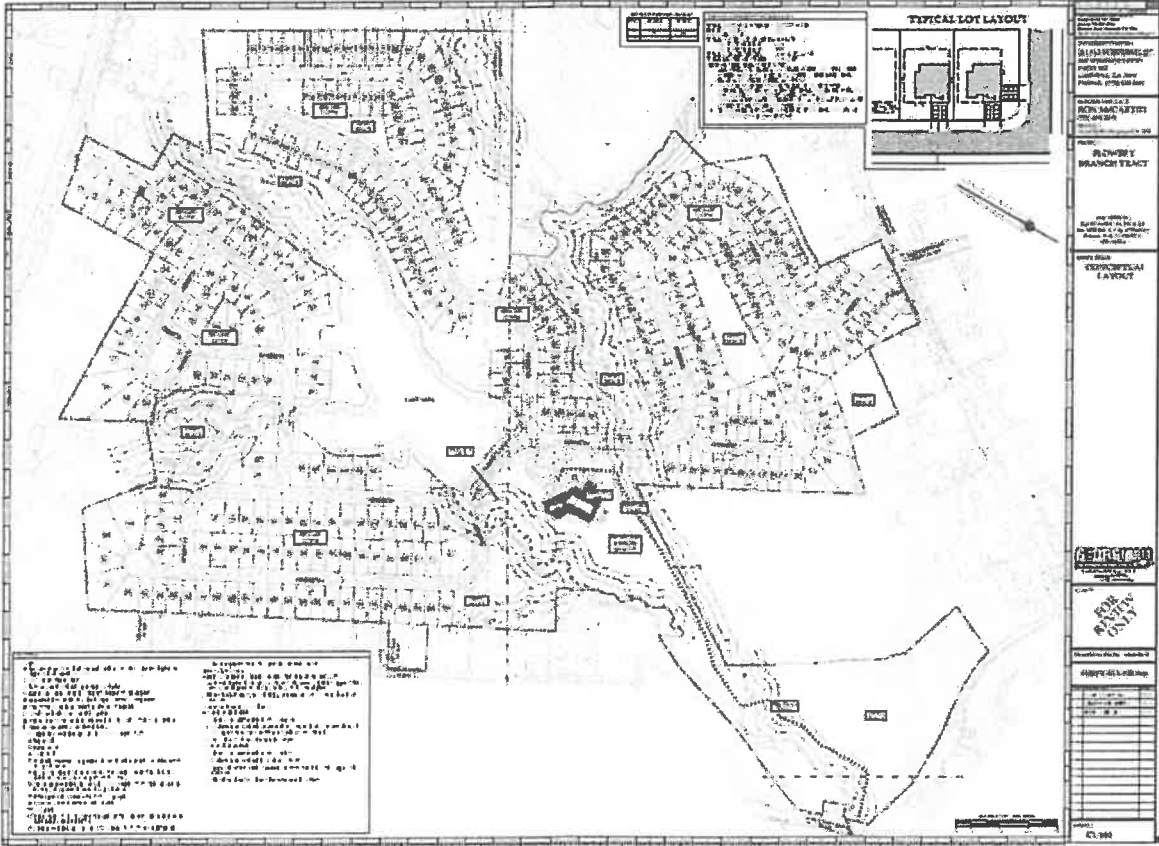


Exhibit "B"

Land Description
Combination of tracts 1, 2 and 4

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 111, 112 and 118 of the 8th Land District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a 1 inch threaded pipe found at the Land Lot corner common to Land Lots 98, 99, 111 and 112, said point being the **POINT OF BEGINNING**;

THENCE Along the Land Lot line common to Land Lots 111 and 112, South 59 degrees 47 minutes 16 seconds west for a distance of 601.00 feet to a ½ inch rebar set, said Point being the **TRUE POINT OF BEGINNING**;

THENCE continuing along said land lot line South 60 degrees 21 minutes 39 seconds West for a distance of 775.00 feet to a ½ inch rebar set; **THENCE** leaving said land lot line South 23 degrees 29 minutes 58 seconds East for a distance of 140.16 feet to a point in the center of a creek; **THENCE** along the center of the creek the following thirty four (34) courses and distances, North 66 degrees 51 minutes 28 seconds East for a distance of 12.03 feet to a point; **THENCE** South 77 degrees 36 minutes 54 seconds East for a distance of 27.03 feet to a point; **THENCE** North 86 degrees 42 minutes 52 seconds East for a distance of 13.80 feet to a point; **THENCE** North 59 degrees 58 minutes 23 seconds East for a distance of 15.56 feet to a point; **THENCE** North 19 degrees 20 minutes 15 seconds East for a distance of 14.90 feet to a point; **THENCE** North 07 degrees 43 minutes 14 seconds West for a distance of 15.68 feet to a point; **THENCE** North 20 degrees 32 minutes 15 seconds East for a distance of 13.89 feet to a point; **THENCE** North 46 degrees 23 minutes 52 seconds West for a distance of 10.69 feet to a point; **THENCE** North 35 degrees 25 minutes 42 seconds East for a distance of 46.22 feet to a point; **THENCE** North 71 degrees 24 minutes 43 seconds East for a distance of 15.89 feet to a point; **THENCE** South 88 degrees 20 minutes 24 seconds East for a distance of 21.66 feet to a point; **THENCE** South 50 degrees 10 minutes 36 seconds East for a distance of 10.54 feet to a point; **THENCE** South 04 degrees 10 minutes 21 seconds East for a distance of 9.81 feet to a point; **THENCE** South 08 degrees 07 minutes 30 seconds West for a distance of 7.10 feet to a point; **THENCE** South 36 degrees 12 minutes 20 seconds East for a distance of 18.23 feet to a point; **THENCE** South 61 degrees 08 minutes 11 seconds East for a distance of 17.72 feet to a point; **THENCE** South 00 degrees 04 minutes 05 seconds West for a distance of 37.11 feet to a point; **THENCE** South 55 degrees 18 minutes 18 seconds East for a distance of 30.27 feet to a point; **THENCE** South 78 degrees 24 minutes 42 seconds East for a distance of 38.02 feet to a point; **THENCE** South 53 degrees 34 minutes 24 seconds East for a distance of 8.32 feet to a point; **THENCE** South 17 degrees 30 minutes 52 seconds East for a distance of 16.61 feet to a point; **THENCE** South 26 degrees 21 minutes 56 seconds West for a distance of 12.12 feet to a point; **THENCE** South 43 degrees 50 minutes 26 seconds East for a distance of 35.65 feet to a point; **THENCE** South 54 degrees 39 minutes 44 seconds East for a distance of 57.81 feet to a point; **THENCE** South 88 degrees 30 minutes 08 seconds East for a distance of 24.42 feet to a point; **THENCE** South 51 degrees 41 minutes 00 seconds East for a distance of 24.46 feet to a point; **THENCE** South 86 degrees 36 minutes 44 seconds East for a distance of 37.71 feet to a point; **THENCE** North 87 degrees 10 minutes 25 seconds East for a distance of 18.67 feet to a point; **THENCE** South 69 degrees 14 minutes 07 seconds East for a distance of 57.84 feet to a point; **THENCE** South 82 degrees 50 minutes 29 seconds East for a distance of 51.76 feet to a point; **THENCE** South 58 degrees 29 minutes 05 seconds East for a distance of 16.90 feet to a point; **THENCE** North 87 degrees 46 minutes 16 seconds East for a distance of 44.31 feet to a point; **THENCE** South 87 degrees 31 minutes 25 seconds East for a distance of 25.89 feet to a point; **THENCE** South 56 degrees 11 minutes 36 seconds East for a distance of 12.31 feet to a point; **THENCE** leaving the creek South 15 degrees 15 minutes 08 seconds West for a distance of

163.09 feet to a ½ inch open top pipe found; THENCE South 38 degrees 44 minutes 55 seconds East for a distance of 205.39 feet to a ½ inch open top pipe found; THENCE South 33 degrees 01 minutes 07 seconds West for a distance of 56.68 feet to a ½ inch open top pipe; THENCE South 35 degrees 50 minutes 17 seconds West for a distance of 269.10 feet to a ½ inch crimp top pipe; THENCE South 35 degrees 07 minutes 27 seconds West for a distance of 9.07 feet to a 1 inch bar; THENCE South 30 degrees 34 minutes 40 seconds West for a distance of 101.72 feet to a ½ inch rebar found; THENCE South 54 degrees 03 minutes 39 seconds East for a distance of 29.06 feet to a ½ inch rebar set; THENCE South 54 degrees 03 minutes 39 seconds East for a distance of 197.27 feet to a ½ inch rebar set on the westerly right of way of Gainesville Street (50 foot right of way); THENCE along the said right of way South 32 degrees 50 minutes 32 seconds West for a distance of 100.09 feet to a ½ inch rebar found; THENCE leaving the said right of way North 59 degrees 08 minutes 13 seconds West for a distance of 201.17 feet to a ½ inch rebar found; THENCE South 34 degrees 44 minutes 06 seconds West for a distance of 151.78 feet to a ½ inch rebar set; THENCE South 57 degrees 00 minutes 08 seconds East for a distance of 200.93 feet to a ½ inch rebar found on the westerly right of way of Gainesville Street; THENCE along the right of way South 34 degrees 41 minutes 58 seconds West for a distance of 59.76 feet to a ½ inch rebar found; THENCE leaving the said right of way North 57 degrees 05 minutes 03 seconds West for a distance of 200.38 feet to a ½ inch rebar found; THENCE South 34 degrees 38 minutes 58 seconds West for a distance of 124.74 feet to a ½ inch rebar found; THENCE South 34 degrees 56 minutes 50 seconds West for a distance of 124.20 feet to a ½ inch rod found; THENCE North 56 degrees 13 minutes 54 seconds West for a distance of 186.15 feet to a ½ inch rebar found; THENCE South 45 degrees 18 minutes 03 seconds West for a distance of 203.63 feet to a ½ inch open top pipe; THENCE North 27 degrees 31 minutes 14 seconds West for a distance of 800.42 feet to a ½ inch open top pipe found; THENCE South 33 degrees 11 minutes 06 seconds West for a distance of 710.41 feet to a 1 inch open top pipe; THENCE South 30 degrees 28 minutes 53 seconds East for a distance of 83.58 feet to a ½ inch rebar found; THENCE South 31 degrees 23 minutes 47 seconds East for a distance of 76.90 feet to a ½ inch rebar found; THENCE South 32 degrees 01 minutes 49 seconds East for a distance of 51.88 feet to a ½ inch rebar found; THENCE South 30 degrees 23 minutes 03 seconds East for a distance of 102.08 feet to a ½ inch rebar found; THENCE South 37 degrees 38 minutes 16 seconds East for a distance of 77.17 feet to a ½ inch rebar found; THENCE South 32 degrees 22 minutes 36 seconds East for a distance of 138.07 feet to a ½ inch rebar found; THENCE South 43 degrees 28 minutes 33 seconds East for a distance of 95.63 feet to a ½ inch rebar found; THENCE South 72 degrees 29 minutes 25 seconds East for a distance of 242.26 feet to a ½ inch open top pipe; THENCE South 24 degrees 45 minutes 26 seconds West for a distance of 194.20 feet to a 1 inch open top pipe; THENCE North 77 degrees 54 minutes 12 seconds West for a distance of 63.04 feet to a point; THENCE North 86 degrees 05 minutes 42 seconds West for a distance of 23.66 feet to a point; THENCE North 88 degrees 20 minutes 24 seconds West for a distance of 53.54 feet to a point; THENCE South 89 degrees 02 minutes 59 seconds West for a distance of 38.72 feet to a point; THENCE South 84 degrees 55 minutes 01 seconds West for a distance of 93.91 feet to a point; THENCE South 82 degrees 09 minutes 23 seconds West for a distance of 54.06 feet to a point; THENCE South 87 degrees 44 minutes 39 seconds West for a distance of 47.29 feet to a point; THENCE North 88 degrees 48 minutes 04 seconds West for a distance of 43.07 feet to a point; THENCE North 89 degrees 21 minutes 17 seconds West for a distance of 121.68 feet to a ½ inch rebar set; THENCE North 73 degrees 12 minutes 21 seconds West for a distance of 201.29 feet to a ½ inch rebar set on the easterly right of way of Lights Ferry Road (50 foot right of way); THENCE along the said right of way North 18 degrees 38 minutes 32 seconds West for a distance of 82.01 feet to a point in the center of a creek; THENCE leaving the said right of way and along the center of a creek the following five (5) courses and distances, North 33 degrees 36 minutes 21 seconds East for a distance of 12.88 feet to a point; THENCE North 58 degrees 38 minutes 08 seconds East for a distance of 13.69 feet to a point; THENCE South 38 degrees 14 minutes 21 seconds East for a distance of 18.23 feet to a point; THENCE

South 77 degrees 48 minutes 58 seconds East for a distance of 15.97 feet to a point; THENCE North 60 degrees 13 minutes 21 seconds East for a distance of 8.37 feet to a point; THENCE leaving the creek North 21 degrees 44 minutes 32 seconds West for a distance of 103.13 feet to a ½ inch rebar set; THENCE South 63 degrees 46 minutes 28 seconds West for a distance of 46.40 feet to a ½ inch rebar set on the easterly right of way of Lights Ferry Road; THENCE along the said right of way North 18 degrees 23 minutes 50 seconds West for a distance of 90.88 feet to a ½ inch rebar set; THENCE leaving the said right of way North 22 degrees 54 minutes 30 seconds East for a distance of 355.22 feet to a 1 inch rod found; THENCE North 17 degrees 19 minutes 55 seconds East for a distance of 302.10 feet to a ½ inch rebar found; THENCE North 26 degrees 55 minutes 49 seconds East for a distance of 121.45 feet to a ½ inch open top pipe found; THENCE South 26 degrees 38 minutes 31 seconds East for a distance of 72.35 feet to a point in the center of a creek; THENCE along the center of the creek the following twenty three (23) courses and distances, South 66 degrees 33 minutes 51 seconds East for a distance of 3.93 feet to a point; THENCE South 44 degrees 25 minutes 13 seconds East for a distance of 8.60 feet to a point; THENCE North 66 degrees 37 minutes 57 seconds East for a distance of 12.98 feet to a point; THENCE North 19 degrees 38 minutes 27 seconds East for a distance of 14.24 feet to a point; THENCE North 24 degrees 27 minutes 33 seconds West for a distance of 27.14 feet to a point; THENCE North 31 degrees 08 minutes 58 seconds East for a distance of 17.49 feet to a point; THENCE South 63 degrees 36 minutes 43 seconds East for a distance of 11.40 feet to a point; THENCE North 68 degrees 48 minutes 51 seconds East for a distance of 21.26 feet to a point; THENCE North 22 degrees 26 minutes 33 seconds East for a distance of 23.58 feet to a point; THENCE North 05 degrees 15 minutes 26 seconds East for a distance of 20.04 feet to a point; THENCE North 30 degrees 39 minutes 18 seconds West for a distance of 37.38 feet to a point; THENCE North 15 degrees 34 minutes 51 seconds West for a distance of 21.95 feet to a point; THENCE North 37 degrees 35 minutes 35 seconds East for a distance of 7.43 feet to a point; THENCE North 02 degrees 06 minutes 12 seconds East for a distance of 22.02 feet to a point; THENCE North 00 degrees 41 minutes 41 seconds West for a distance of 18.06 feet to a point; THENCE North 42 degrees 54 minutes 04 seconds West for a distance of 49.24 feet to a point; THENCE North 42 degrees 54 minutes 44 seconds West for a distance of 8.87 feet to a point; THENCE North 19 degrees 23 minutes 42 seconds West for a distance of 9.98 feet to a point; THENCE North 32 degrees 22 minutes 44 seconds East for a distance of 18.16 feet to a point; THENCE North 03 degrees 22 minutes 00 seconds East for a distance of 17.61 feet to a point; THENCE North 31 degrees 13 minutes 30 seconds West for a distance of 15.67 feet to a point; THENCE North 18 degrees 37 minutes 25 seconds West for a distance of 13.27 feet to a point; THENCE North 13 degrees 48 minutes 36 seconds West for a distance of 9.77 feet to a point; THENCE North 13 degrees 00 minutes 10 seconds West for a distance of 7.42 feet to a point; THENCE leaving the center of the creek North 66 degrees 33 minutes 47 seconds East for a distance of 6.33 feet to a ½ inch open top pipe found; THENCE North 27 degrees 38 minutes 43 seconds West for a distance of 150.53 feet to a ½ inch open top pipe found; THENCE South 61 degrees 41 minutes 20 seconds West for a distance of 149.71 feet to a ½ inch rebar found; THENCE North 26 degrees 56 minutes 44 seconds West for a distance of 450.13 feet to a ½ inch rebar found; THENCE South 62 degrees 10 minutes 44 seconds West for a distance of 158.88 feet to a ½ inch rebar found on the right of way of Morrow Drive (30 foot right of way); THENCE along the right of way North 22 degrees 43 minutes 02 seconds West for a distance of 49.80 feet to a ½ inch rebar set; THENCE North 26 degrees 41 minutes 58 seconds West for a distance of 82.96 feet to a ½ inch rebar set; THENCE leaving the said right of way North 61 degrees 57 minutes 43 seconds East for a distance of 155.92 feet to a ½ inch open top pipe found; THENCE North 27 degrees 15 minutes 01 seconds West for a distance of 1057.11 feet to a ½ inch crimp top pipe found; THENCE North 56 degrees 56 minutes 48 seconds East for a distance of 354.95 feet to a ½ inch open top pipe found; THENCE South 49 degrees 56 minutes 51 seconds East for a distance of 275.03 feet to a ½ inch rebar set; THENCE North 50 degrees 02 minutes 09 seconds East for a distance of 210.06 feet to a point; THENCE North 20 degrees 59 minutes 40 seconds West for a

distance of 44.25 feet to a ½ inch rebar set; THENCE North 33 degrees 16 minutes 02 seconds West for a distance of 83.86 feet to a ½ inch rebar set; THENCE North 26 degrees 21 minutes 37 seconds West for a distance of 104.02 feet to a ½ inch rebar set; THENCE North 26 degrees 29 minutes 43 seconds West for a distance of 76.14 feet to a ½ inch open top pipe found; THENCE South 89 degrees 50 minutes 04 seconds East for a distance of 190.26 feet to a ½ inch open top pipe found; THENCE North 89 degrees 57 minutes 37 seconds East for a distance of 469.41 feet to a ½ inch rebar found; THENCE South 51 degrees 04 minutes 02 seconds West for a distance of 323.40 feet to a point; THENCE South 05 degrees 18 minutes 04 seconds West for a distance of 321.57 feet to a point; THENCE North 86 degrees 18 minutes 46 seconds East for a distance of 718.79 feet to a point; THENCE North 04 degrees 00 minutes 42 seconds West for a distance of 480.48 feet to a ½ inch rebar set; THENCE North 56 degrees 06 minutes 12 seconds East for a distance of 428.58 feet to a ½ inch iron rod found; THENCE South 29 degrees 44 minutes 47 seconds East for a distance of 1084.00 feet to a ½ inch rebar set; said point being the TRUE POINT OF BEGINNING.

The above described parcel contains 98.347 acres and is a combination of tracts 1, 2 and 4 of a survey prepared for U.S. Land Investments, LLC., by the Acre Group, Inc., dated August 31, 2017 and revised October 3, 2017.

Tract 4

05887
00372

000372

EXHIBIT "A"

All that tract or parcel of land lying and being in form of
Flowers Branch, Hall County, Georgia, and more fully described
as follows: TO FIND THE TRUE POINT OF BEGINNING, commence at a
railroad spike at the intersection of the center line of
Gainesville Street with the center line of Chattahoochee
Street; thence northwest 21.6 feet in the direction of center
line of Chattahoochee Street to a rounded; thence northwest 6
feet along northwest side of right of way of Gainesville Street
to an iron pin which is the TRUE POINT OF BEGINNING; thence
south 34° 30' east 187 feet along northwest side of right of
way of Gainesville Street to an iron pin; thence north 16° 08'
west 265.93 feet; thence north 34° 00' east 121.70 feet to an
iron pin; thence south 59° 52' east 201.18 feet to the
beginning corner, together with the frame dwelling thereon.

Said Tract was in Deed of Gift from Estate of
Nath J. Conner to Mrs C. Walton, dated October 25, 1909,
recorded in Book 120, page 624, Hall County deed records.

Being one and the same property as in that certain Warranty Deed from Ann C. Walton
to Joseph W. LeBlanc and Dawn K. LeBlanc dated June 15, 1992 recorded in Deed Book
1782, Page 122, Hall County, Georgia Records.

**Land Description
Tract 5**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 111, 112 and 118 of the 8th Land District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a 1 inch threaded pipe found at the Land Lot corner common to Land Lots 98, 99, 111 and 112, said point being the **POINT OF BEGINNING**;

THENCE Along the Land Lot line common to Land Lots 111 and 112, South 59 degrees 47 minutes 16 seconds west for a distance of 601.00 feet to a ½ inch rebar set, **THENCE** leaving the Land Lot Line North 29 degrees 44 minutes 47 seconds West for a distance of 1084.00 feet to a ¾ inch iron rod found; **THENCE** South 56 degrees 06 minutes 12 seconds East for a distance of 428.58 feet to a ½ inch rebar set, said point being the **TRUE POINT OF BEGINNING**;

THENCE South 04 degrees 00 minutes 42 seconds East for a distance of 480.48 feet to a point; **THENCE** South 86 degrees 18 minutes 46 seconds West for a distance of 718.79 feet to a point; **THENCE** North 05 degrees 18 minutes 04 seconds East for a distance of 321.57 feet to a point; **THENCE** North 51 degrees 04 minutes 02 seconds East for a distance of 323.40 feet to a ½ inch rebar found; **THENCE** North 01 degrees 09 minutes 28 seconds West for a distance of 367.38 feet to a ½ inch rebar found on the southerly right of way of McEver Road (80 foot right of way); **THENCE** along the right of way the following three (3) courses and distances; **THENCE** North 79 degrees 30 minutes 10 seconds East for a distance of 106.99 feet to a point; **THENCE** North 78 degrees 44 minutes 10 seconds East for a distance of 53.65 feet to a point; **THENCE** North 77 degrees 15 minutes 01 seconds East for a distance of 90.29 feet to a ½ inch rebar found; **THENCE** leaving the said right of way South 02 degrees 50 minutes 01 seconds East for a distance of 267.22 feet to a nail found; **THENCE** North 88 degrees 55 minutes 21 seconds East for a distance of 146.50 feet to a ½ inch rebar found; **THENCE** South 01 degrees 37 minutes 15 seconds East for a distance of 151.03 feet to a ½ inch rebar found, said point being the **TRUE POINT OF BEGINNING**.

The above described parcel contains 10.00 acres and is tract 5 of a survey prepared for U.S. Land Investments, LLC., by the Acre Group, Inc., dated August 31, 2017 and revised October 3, 2017.

Exhibit "C"

1. Site

- A. Layout of project shall generally adhere to the submitted plan as approved on April 19, 2018.
- B. 325 single family units
- C. Lot size and setbacks per approved plan
- D. Landscape plan shall be submitted prior to final plat
- E. Individual lots shall show landscaping at time of permit
- F. Street trees shall be planted with root barriers
- G. Roads and alleyways shall be public
- H. Water and sewer shall be provided by the City of Flowery Branch
- I. Minimum amenities are listed below:
 - 1) Clubhouse - minimum size is 2,500 square feet
 - 2) Lap pool
 - 3) Kiddie pool
 - 4) Pool deck
 - 5) A shade structure or pavilion located either inside or adjacent to the pool area
 - 6) The pools and pool deck will be fenced in completely and the clubhouse may serve as part of the fence
 - 7) Playground – minimum size is 2,500 square feet (this area may be fenced separately from the pool area)
 - 8) A fire pit with seating for 8 to 10 people
 - 9) Covered outdoor kitchen with a sink
 - 10) Dog park
 - 11) Mulch trails to be located throughout the amenity area and where appropriate and permitted
 - 12) Pavilion – minimum size is 600 square feet (to be built in an area separate from the primary amenity area)

2. Home/Lot Design

- A. Homes shall have unique designs throughout the project
- B. A detailed plan book showing home elevations shall be approved by City Council prior to the recording of the final plat
- C. Front loaded driveways shall be a minimum of 23' from back of sidewalk

3. Major and Minor PUD Changes

- A. Major shall include
 - 1) Change in unit number of 6 or more
 - 2) Reduction in setback greater than 5 feet (homes must always be 10' apart from one another regardless of setback)
 - 3) Any change deemed major by staff
- B. Minor shall include
 - 1) Change in unit number of 5 or less
 - 2) Reduction in setback less than 5 feet
 - 3) Approval of lot width variations not to fall below the approved minimum
 - 4) All other changes deemed non-major by Staff



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Request Award of Contract for the Large Meter Replacement Project

COUNCIL MEETING DATE: April 15, 2021

HISTORY:

When the City switched over from 3/4" residential manual water meters to electronic water meters, the contract did not include the replacement of the larger manual meters, which tended to serve institutional or commercial customers. So, the City recently scheduled replacement of sixteen locations where large meters (1.5" & 2") are located and hired CPL to prepare bid documents for this activity with the City providing the meters for each location.

Many of these larger meters are located in areas which will require cutting of concrete and or asphalt and will take some staffing, equipment, and time the City does not readily possess.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes. Fire hydrant flow testing was conducted in general areas of the pressure zones under consideration along with fixture unit counts to assist in this exercise. While some customers wanted to have smaller meters due to low usage, the size of the meter is based on the potential for use and not the actual use. The meter size must have the capacity for adequately serving the number of fixtures that could be used in a facility in order to conform to the building codes.

See F.B. Meter Sizing Report 2021-1-25.pdf for the full report.

FACTS AND ISSUES:

- Friday, April 9, 2021, the city opened all bids.
 - Clark, Patterson, Lee (CPL) assisted with preparing bid documents and was present for the bid opening.
 - There were a total of 1 bidder for the project, The Dickerson Group for \$49,600.00
 - The Dickerson Group has worked with the city on past projects with no issues.
 - CPL has reviewed The Dickerson Group bid documents, spoke with references, and discussed the bid with them, and recommends proceeding with approval of this contract.
 - The total cost of the large meter replacement project is \$15,771(meters) and \$49,600 (replacement work) for a total of \$65,371.
-

OPTIONS:

(1) Approve the award of contract to The Dickerson Group for \$49,600; or (2) re-bid the project.

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

No

AMOUNT AND SOURCE OF FUNDS:

Water Sewer Capital Projects Fund (new project) for \$49,600.00; \$15,771 from operating for meter costs = TOTAL \$65,371

RECOMMENDATION:

Request award of contract for the Large Meter Replacement Project to The Dickerson Group for \$49,600.00

SAMPLE MOTION:

I make a motion that the City award the Large Meter Replacement Project contract to The Dickerson Group for \$49,600, and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Executive Summary - The Dickerson Group Award of Contract 4-15-2021.pdf](#)
- [Flowery Branch Large Meter Replacement bid tabulation 2021-4-9.pdf](#)
- [F.B. Meter Sizing report 2021-1-25.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Contract Award for Large Meter Replacement Project to The Dickerson Group

DATE: 4/12/2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL- \$49,600 from Water Sewer Capital;
\$15,771 from Operating – Meter Purchases

COUNCIL ACTION REQUESTED ON: 4/15/2021

PURPOSE: Request award of contract for the Large Meter Replacement Project to The Dickerson Group for \$49,600

HISTORY:

When the City switched over from 3/4" residential manual water meters to electronic water meters, the contract did not include the replacement of the larger manual meters, which tended to serve institutional or commercial customers. So, the City recently scheduled replacement of sixteen locations where large meters (1.5" & 2") are located and hired CPL to prepare bid documents for this activity with the City providing the meters for each location.

Many of these larger meters are located in areas which will require cutting of concrete and or asphalt and will take some staffing, equipment, and time the City does not readily possess.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes. Fire hydrant flow testing was conducted in general areas of the pressure zones under consideration along with fixture unit counts to assist in this exercise. While some customers wanted to have smaller meters due to low usage, the size of the meter is based on the potential for use and not the actual use. The meter size must have the capacity for adequately serving the number of fixtures that could be used in a facility in order to conform to the building codes.

See F.B. Meter Sizing Report 2021-1-25.pdf for the full report.

FACTS AND ISSUES:

- The City opened bids on Friday, April 9, 2021.
- Only one bid was received for the project from The Dickerson Group in the amount of \$49,600.
- The Dickerson Group has worked with the City on past projects with no issues.
- CPL reviewed The Dickerson Group bid documents, spoke with references and discussed the bid with them, and recommends selecting The Dickerson Group for this project.
- The total cost of the large meter replacement project is \$15,771(meters) and \$49,600 (replacement work) for a total of \$65,371.

OPTIONS: (1) Approve the award of contract to The Dickerson Group for \$49,600; or (2) re-bid the project.

RECOMMENDED SAMPLE MOTION:

I make a motion that the City award the Large Meter Replacement Project contract to The Dickerson Group for \$49,600, and authorize the Mayor to sign all necessary contract documents subject to approval by the City Manager and City Attorney.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

City of Flowery Branch - Large Meter Replacement - CPL2020-003

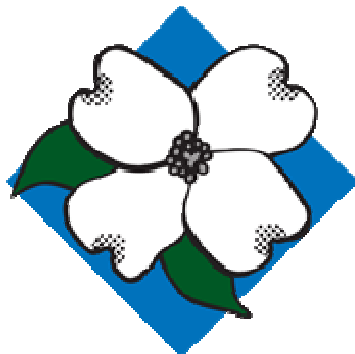
The Dickerson Group, Inc.

4/9/2021

ITEM	UNIT	QUANTITY	UNIT COST	TOTAL ITEM
3/4" Water meter assembly	EA	1	\$ 2,750.00	\$ 2,750.00
1" Water meter assembly	EA	7	\$ 2,850.00	\$ 19,950.00
1 1/2" Water meter assembly	EA	2	\$ 3,250.00	\$ 6,500.00
2" Water meter assembly	EA	6	\$ 3,400.00	\$ 20,400.00
			TOTAL BID	\$ 49,600.00

PROJECT REPORT
for
LARGE WATER METER
SIZING

Flowery Branch, Georgia



Flowery Branch

PREPARED BY:



3011 Sutton Gate Dr., Suite 130
Suwanee, Georgia 30024
(770) 831-9000

CPL PROJECT NUMBER: 15817.00
Phase 2 – flow test & meter sizing
November 24, 2020
Updated January 25, 2021

OWNER

CITY OF FLOWERY BRANCH

(770) 967-6371

PO Box 757
5410 Pine Street
Flowery Branch, GA 30542

Hon. James “Mike” Miller – Mayor

PRIMARY CONSULTANT:

ENGINEER

CLARK PATTERSON LEE

(770) 831-9000

3011 Sutton Gate Drive, Suite 130
Suwanee, Georgia 30024

FAX (770) 831-9243

Rich Edinger, P.E. – Vice President
Larry Genn, P.E. – Civil Engineer
Greg Kyzer, P.E. – Mechanical Engineer

- Project Directory
- Table of Contents
- Executive Summary
- Project Narrative & Scope
- Maps of water system & fire hydrants

Flow test locations and results

Meter sizing via fixture unit counts & meter flow chart

City of Flowery Branch scheduled replacement of eighteen (18) locations where large meters (1.5" & 2") and hired CPL to prepare bid documents for this activity with the City providing the meters for each location. Two (2) of these locations were removed from consideration (5207 & 5211 Chattahoochee Street) as the master meters will be replaced with individual meters.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes.

Fire hydrant flow testing was conducted in general areas of the areas under consideration along with fixture unit counts to assist in this exercise.

In several locations, it was not possible to ascertain fixture units or evaluation of existing systems on the owner side of the meters. In these cases, assumptions and/or inquiries were made to confirm that the owners/users appear to have no adverse experiences or complaints as to acceptable level of water service.

Please see summary sheet below.

FLOWERY BRANCH LARGE METER REPLACEMENT - RESIZE METERS BASED ON FLOW
TESTS & FIXTURE UNIT DEMAND

20-Jan-21

	Name	Address	meter size Inches	existing connection	New meter size inches
1	First Baptist Church	5106 Spring St	2	PVC	1.5
2	U.S. Post Office	4915 Atlanta Hwy	2	Galvanized	1.5
3	David Pierce	4834 Victoria Court	2	PVC	1
4	David Pierce	4820 Victoria Court	1.5	PVC	1
5	VR Treepark (irrigation)	130 Thurmond Tanner Pkwy	1.5	Flanged	1.5
6	Bailey Management	5540 Atlanta Hwy	2	Galvanized	1.5
7	Terry's Towing	5515 Atlanta Hwy	2	PVC	3/4
8	Flowery Branch Convenience	5507 Atlanta Hwy	2	Galvanized	1
9	Try-LA (Hampton Inn)	4660 Holland Dam Rd	2	Flanged	2
10	Deevik	5866 Spout Springs Rd	2	Flanged	2
11	Hideaway Bay	6334 Mitchell St	2	Galvanized	2
12	Depot	5302 Railroad Ave	2	Copper	1.5
13	Buford Housing Authority	5245 Reed Blvd	2	Galvanized	1.5
14	City of Flowery Branch (Irrigation)	5318 Chestnut St	2	Flanged	2
15	Future Financing of Georgia	5211 Chattahoochee St	2	Galvanized	N/A
16	Future Financing of Georgia	5207 Chattahoochee St	2	Galvanized	N/A
17	Methodist Church, Spring Street	5212 Spring St	2	Galvanized	1.5
18	Whole Being Cafe	5510 Main St	2	Galvanized	3/4

City of Flowery Branch scheduled replacement of eighteen (18) locations where large meters (1.5" & 2") and hired CPL to prepare bid documents for this activity with City providing the meters for each location. Two (2) of these locations were removed from consideration (5207 & 5211 Chattahoochee Street) as the master meters will be replaced with individual meters.

During this activity, CPL was tasked to evaluate the remaining sixteen (16) meters for appropriate sizes.

Fire hydrant flow testing was conducted in general areas of the areas under consideration along with fixture unit counts to assist in this exercise.

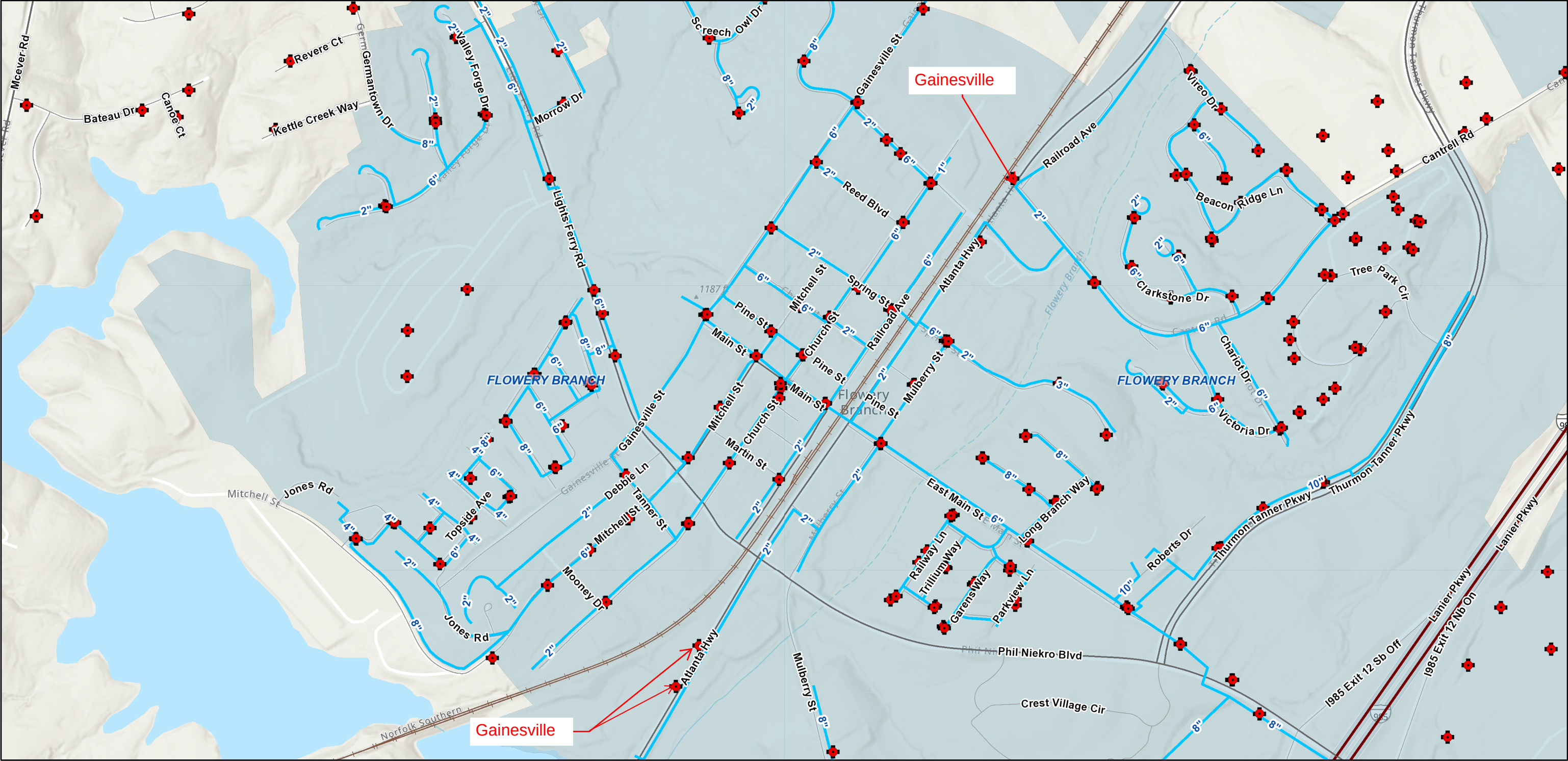
In several locations, it was not possible to ascertain fixture units or evaluation of existing systems on the owner side of the meters. In these cases, assumptions and/or inquiries were made to confirm that the owners/users appear to have no adverse experiences or complaints as to acceptable level of water service.

These locations are;

1. Hideaway Bay – 6334 Mitchell Street – Multiple internal connections serving, bath house, several dock areas, fueling island, restaurant, office, boat sales & service, public restroom, etc. – Spoke directly to office manager who stated, “we have no problems with water service”.
2. Deevik - 5866 Spout Springs Road– There are four (4) separate businesses connected to the two (2) inch meter. Unable to get fixture unit counts and it is recommended that the owner install separate meters for each business.
3. Try-LA (Hampton Inn) – 4660 Holland Dam Road –Fixture units were available to use, however, approved construction plans signed by Licensed Professional Engineer indicate a 2" meter with 3" service line. It is our recommendation that this meter remain as indicated.
4. There are two (2) meter locations providing irrigation flow support.
 - a. City Hall – Flowery Branch – Currently two (2) inch. Unable to determine demand without irrigation plans. Recommend remain 2" meter.
 - b. VR Treepark – 130 Thurmond Tanner Pkwy – Currently one & one half (1.5) inch meter. Unable to determine demand without irrigation plans. Recommend remains 1.5" meter.

Based on evaluation of the flow tests, fixture unit counts, & verification with meter flow charts, it appears it is possible to reduce eleven (11) of the meter sizes for City customers as noted in Executive Summary table.

FLOW TEST LOCATIONS & RESULTS



1/6/2021, 6:14:31 AM

- Waterline - FI Branch
- Fire Hydrants - Lula
- Fire Hydrants - Gainesville
- Fire Hydrants - FI Branch
- Counties

Citylimits

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANCH

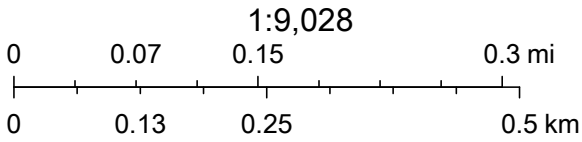
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Roads

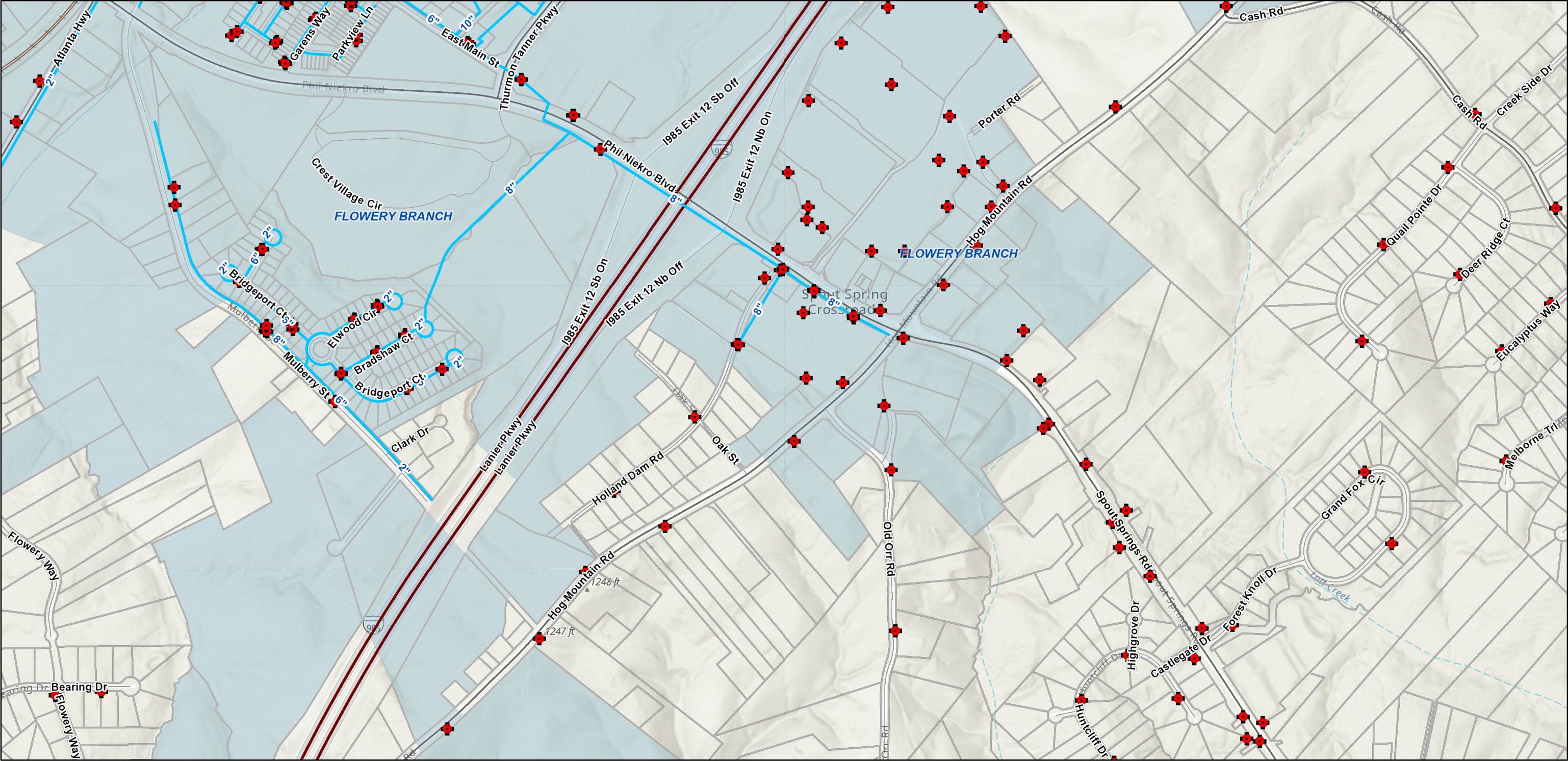
- Local
- Arterial-Collector
- Interstate
- Railway

Parcel Boundary

- GA_Interstate_Shlds
- GA_Hwy_Shlds



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Hall County GIS, GHCGIS



1/6/2021, 6:16:54 AM

Waterline - FI Branch

Fire Hydrants - Lula

Fire Hydrants - Gainesville

Fire Hydrants - FI Branch

Counties

Citylimits

BRASELTON

BUFORD

CLERMONT

FLOWERY BRANCH

GAINESVILLE

GILLSVILLE

LULA

OAKWOOD

RESTHAVEN

Roads

Local

Arterial-Collector

Interstate

Railway

Parcel Boundary

GA_Interstate_Shlds

GA_Hwy_Shlds

1:9,028

A scale bar with two units: miles (0 to 0.3) and kilometers (0 to 0.5). The scale is labeled 1:9,028.

Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Hall County GIS, GHCGIS

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | GHCGIS | Hall County GIS 1014

FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Railroad & Main - Flow

DATE: 1/6/2021

Railroad & Spring - Static/residual

SHEET: 1 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
1	P699	70	70	40	1060	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
1	70	70	40	0	1060	20	50	N/A	Yes

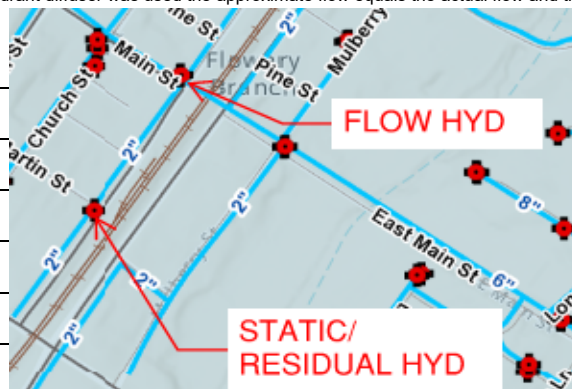
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{vP}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Church & Reed
Church

DATE: 1/6/2021

SHEET: 2 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
3	P699	62	50	35	1000	2.5	1.0	

CALCULATED DATA

TEST NO:	STATIC	RESIDUAL	PITOT	DROP H_f	ACTUAL FLOW (GPM) Q_f	ASSUMED RESIDUAL	DROP H_f	CALCULATED FLOW Q_r	DIFFUSER USED
3	62	50	35	12	1000	20	42	N/A	Yes

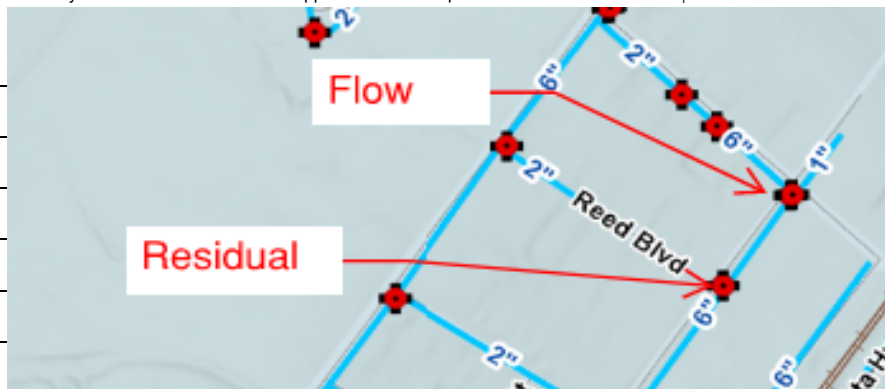
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{vP}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Mitchell near Jones
Michell near Tanner

DATE: 1/6/2021

SHEET: 3 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
4	P699	70	30	25	840	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
4	70	30	25	40	840	20	50	N/A	Yes

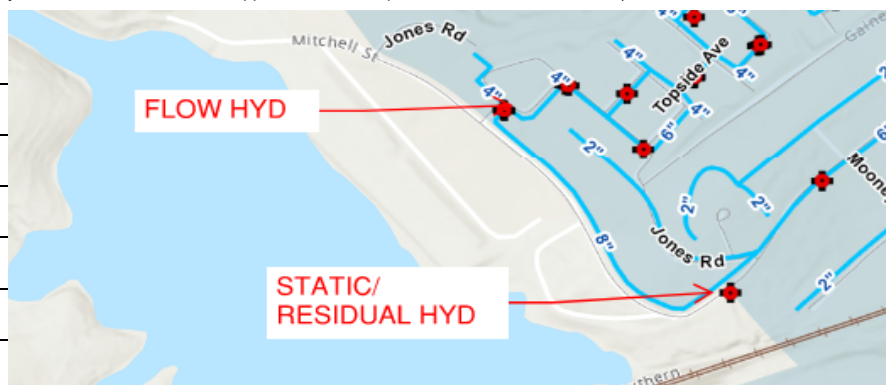
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{vP}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Vitoria

DATE: 1/6/2021

SHEET: 4 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
6	P699	70	30	15	650	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
6	70	30	15	40	650	20	50	N/A	Yes

FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION:



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Spring at Mulberry

DATE: 1/6/2021

SHEET: 5 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
7	P699	80	60	42	1100	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
7	80	60	42	20	1100	20	60	N/A	Yes

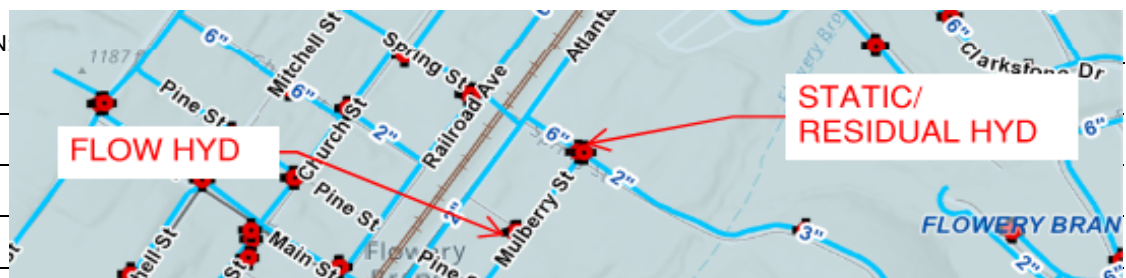
FORMULAS:

$$Q_f = 29.9 C d^2 v^P$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Thurmond Tanner Pkwy

DATE: 1/6/2021

SHEET: 6 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
8	P699	110	90	65	1350	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
8	110	90	65	20	1350	20	90	N/A	Yes

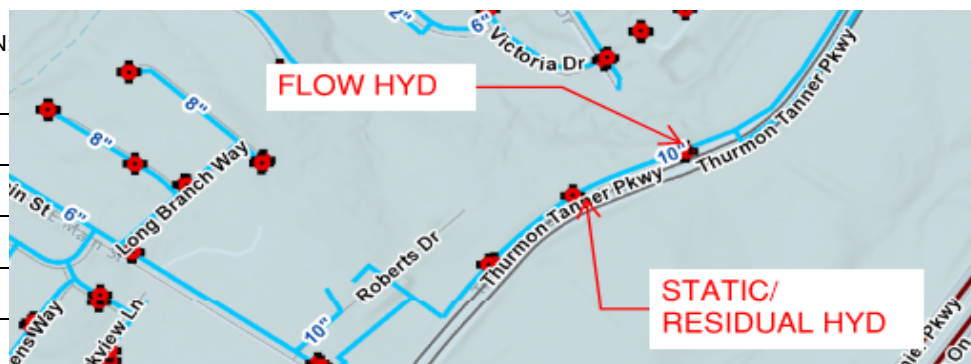
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Gainesville St

DATE: 1/6/2021

SHEET: 7 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM) (TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
9	P699	43	30	20	750	2.5	1.0	

CALCULATED DATA

TEST NO:	PRESSURE (PSI)			DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
STATIC	RESIDUAL	PITOT							
9	43	30	20	13	750	20	23	N/A	Yes

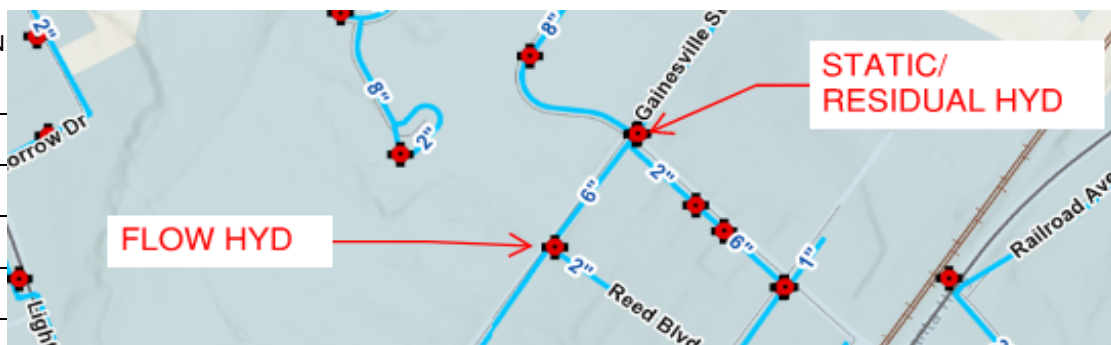
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



FIRE HYDRANT FLOW TEST

1 Flowery Branch - Large meter replacement

PROJECT NUMBER: 15917.00

LOCATION: Holland Dam Rd

DATE: 1/6/2021

SHEET: 8 OF 8

OBSERVER: L. Genn & J. Mueller

FIRE HYDRANT FLOW TEST DATA - DIFFUSER USED

TEST NO:	GAGE NO:	PRESSURE (PSI)			ACTUAL FLOW (GPM)(TABLE)	NOZZLE DIA. d	NOZZLE COEF. C	NOTES
STATIC	RESIDUAL	PITOT						
10	P699	86	60	42	1100	2.5	1.0	

CALCULATED DATA

TEST NO:	STATIC	RESIDUAL	PITOT	DROP H _f	ACTUAL FLOW (GPM) Q _f	ASSUMED RESIDUAL	DROP H _f	CALCULATED FLOW Q _r	DIFFUSER USED
10	86	60	42	26	1100	20	66	N/A	Yes

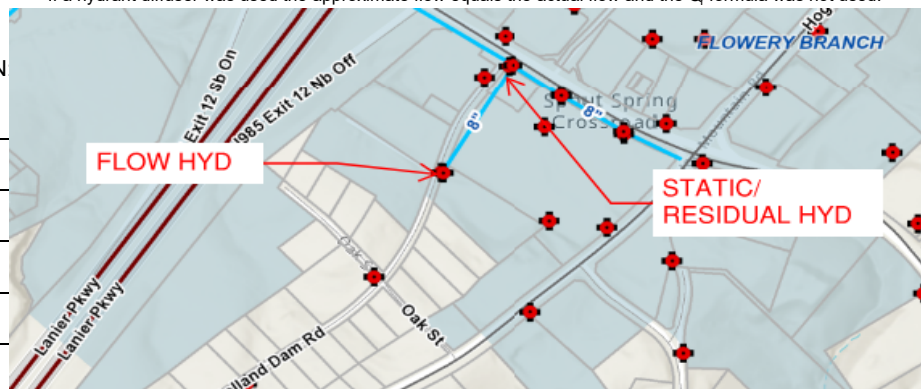
FORMULAS:

$$Q_f = 29.9 C_d^2 \sqrt{P}$$

$$Q_r = Q_f (H_r / H_f)^{0.54}$$

If a hydrant diffuser was used the approximate flow equals the actual flow and the Q_r formula was not used.

TEST INFORMATION



METER SIZING
FIXTURE UNIT COUNTS & METER FLOW CHART

JOB NAME: **Flowerery Branch Water Meters**
4820 Victoria Court
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	2	2.5	5
BATHROOM GROUP (Tank, Res.)	8	3.6	28.8
WASHING MACHINE (Res.)	8	1.4	11.2
KITCHEN SINK (Res.)	8	1.4	11.2
DISHWASHER (Res.)	8	1.4	11.2
TOTAL FIXTURE UNITS			67.4

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 110

Projected Meter Size, in:	1
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Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
4834 Victoria Court
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **NAME**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	2	2.5	5
BATHROOM GROUP (Tank, Res.)	8	3.6	28.8
WASHING MACHINE (Res.)	8	1.4	11.2
KITCHEN SINK (Res.)	8	1.4	11.2
DISHWASHER (Res.)	8	1.4	11.2
TOTAL FIXTURE UNITS			67.4

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 130

Projected Meter Size, in:	1
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Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
5245 Reed Blvd
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)		5	0
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY		2	0
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB	4	2.5	10
BATHROOM GROUP (Tank, Res.)	14	3.6	50.4
WASHING MACHINE (Res.)	14	1.4	19.6
KITCHEN SINK (Res.)	14	1.4	19.6
DISHWASHER (Res.)	14	1.4	19.6
TOTAL FIXTURE UNITS			119.2

120 FIXTURE UNITS = 48 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 50
Longest Probable Pipe Run, ft: 185

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
Bailey Management
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	5	5	25
URINAL (3/4" Flush Valve)	3	5	15
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	4	2	8
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			52.4

60 FIXTURE UNITS = 54 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 270

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Depot
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	4	10	40
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN	2	0.25	0.5
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER		1.4	0
SINK		1.4	0
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			54.5

60 FIXTURE UNITS = 54 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 70
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Flowery Branch Convenience
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	2	10	20
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	1	4	4
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	1	2	2
DISHWASHER		1.4	0
SINK	2	1.4	2.8
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			31.8

40 FIXTURE UNITS = 46 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 160

Projected Meter Size, in:	1
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Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
First Baptist Church
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	18	5	90
URINAL (3/4" Flush Valve)	2	5	10
WASH STATION	0	6	0
MOP SINK	1	3	3
KITCHEN SINK	1	4	4
DRINKING FOUNTAIN	5	0.25	1.25
UTILITY SINK		3	0
LAVATORY	15	2	30
DISHWASHER	1	0.25	0.25
SINK	3	1.4	4.2
SHOWER	3	4	12
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			157.2

160 FIXTURE UNITS = 57 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 310

Projected Meter Size, in:	1 1/2
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JOB NAME: **Flowerery Branch Water Meters**
Hampton Inn
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	3	5	15
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	2	4	8
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER	1	1.4	1.4
SINK	31	1.4	43.4
SHOWER		4	0
HOSE BIBB	3	2.5	7.5
			0
BATHROOM GROUP (Tank, Res.)	84	3.6	302.4
WASHING MACHINE (8lb)	1	3	3
			0
			0
TOTAL FIXTURE UNITS			389.7

2 Commmerical Washing Machines @ 10.6 GPM ea.
400 FIXTURE UNITS = 105 GPM + (2x10.6) = 126.2
SIZE MAIN @ 3" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 270

Projected Meter Size, in:	2
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Flowery Branch Hot and cold water.xls

JOB NAME: **Flowerery Branch Water Meters**
Post Office
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Flush Valves)	4	10	40
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN	1	0.25	0.25
UTILITY SINK		3	0
LAVATORY	3	2	6
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER		4	0
HOSE BIBB	3	2.5	7.5
TOTAL FIXTURE UNITS			63.15

70 FIXTURE UNITS = 58 GPM
SIZE MAIN @ 2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 170

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Terry's Towing
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	1	5	5
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK		3	0
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	1	2	2
DISHWASHER		1.4	0
SINK	1	1.4	1.4
SHOWER	1	4	4
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			14.9

15 FIXTURE UNITS = 17.5 GPM
SIZE MAIN @ 1" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in:	3/4
----------------------------------	------------

JOB NAME: **Flowerery Branch Water Meters**
United Methodist Church
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	7	5	35
URINAL (3/4" Flush Valve)	1	5	5
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK		4	0
DRINKING FOUNTAIN		0.25	0
UTILITY SINK		3	0
LAVATORY	8	2	16
DISHWASHER	1	1.4	1.4
SINK	3	1.4	4.2
SHOWER		4	0
HOSE BIBB		2.5	0
TOTAL FIXTURE UNITS			64.6

70 FIXTURE UNITS = 35 GPM
SIZE MAIN @ 1 1/2" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 50
Longest Probable Pipe Run, ft: 140

Projected Meter Size, in:	1 1/2
----------------------------------	--------------

JOB NAME: **Flowerery Branch Water Meters**
Whole Being Café
COMPUTED BY: **GAK**

DATE: **1/14/2021**
JOB NO. **15917.00**
CHECKED BY: **RDH**

DOMESTIC
WATER DISTRIBUTION SYSTEM SIZING
HOT & COLD WATER

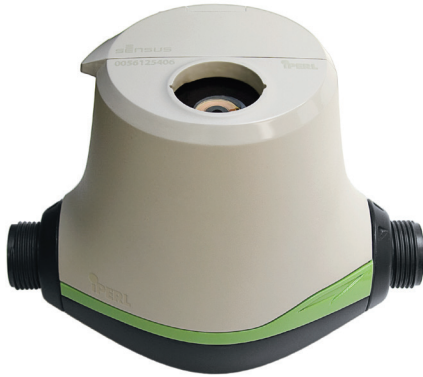
FIXTURE TYPE	QUAN.	FIXTURE UNIT / FIXTURE	TOTAL FIXTURE UNITS
WATER CLOSET (Tank)	2	5	10
URINAL (3/4" Flush Valve)		5	0
WASH STATION		6	0
MOP SINK	1	3	3
KITCHEN SINK	2	4	8
DRINKING FOUNTAIN	1	0.25	0.25
UTILITY SINK		3	0
LAVATORY	2	2	4
DISHWASHER	1	1.4	1.4
SINK	2	1.4	2.8
SHOWER		4	0
HOSE BIBB	1	2.5	2.5
TOTAL FIXTURE UNITS			31.95

35 FIXTURE UNITS = 24.9 GPM
SIZE MAIN @ 1 1/4" WITH Velocity 5-8 FPS.

BASED ON THE 2018 INTERNATIONAL PLUMBING CODE- APPENDIX E TABLE E103(3)

Estimated Min. Available Pressure, psi: 60
Longest Probable Pipe Run, ft: 100

Projected Meter Size, in: **3/4**



iPERL Smart Water Meter

Electromagnetic Flow Measurement System

CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m³/hr) to 55 gpm (12.5 m³/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m³/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



iPERL Smart Water Meter

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

AMI / AMR Compatibility

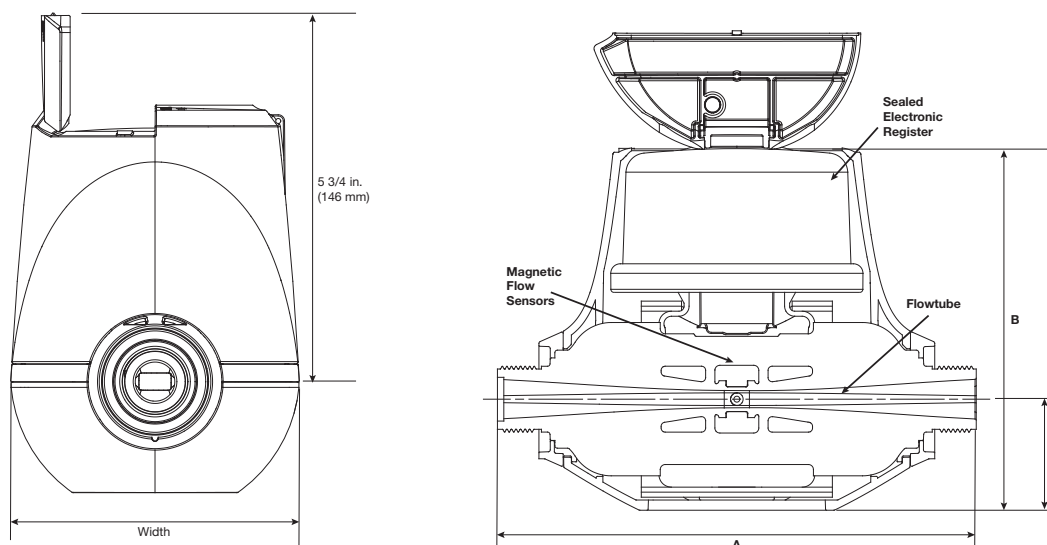
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



Dimensions and Net Weights

Size	A (lay length)	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (19 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4"S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.5 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.6 kg)

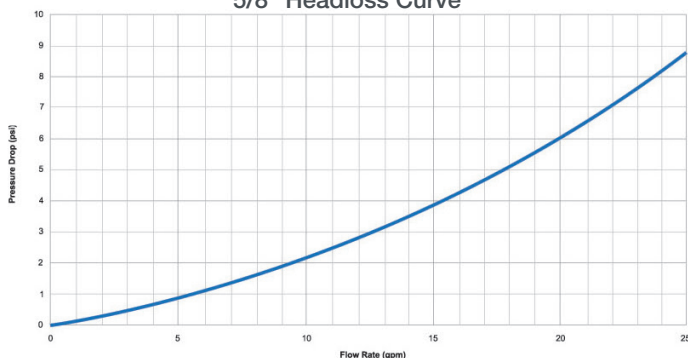


Specifications

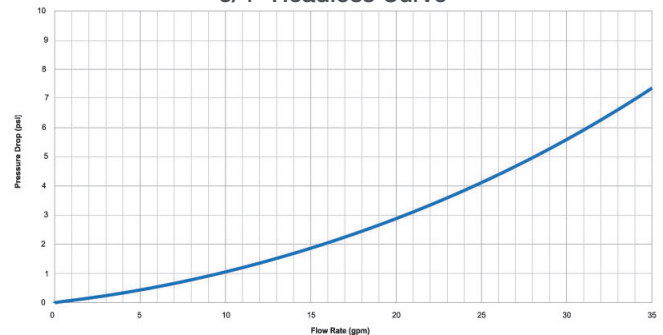
Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

Headloss Curves

5/8" Headloss Curve



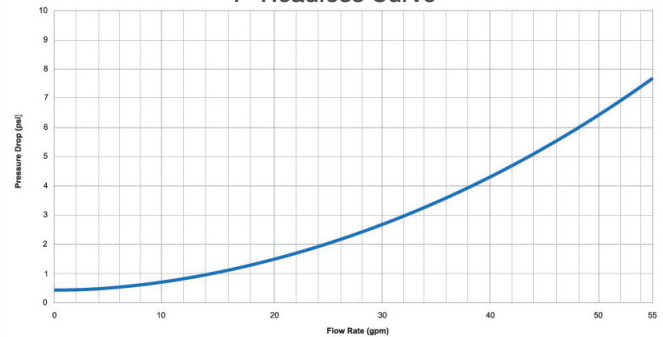
3/4" Headloss Curve



3/4" Short Headloss Curve



1" Headloss Curve

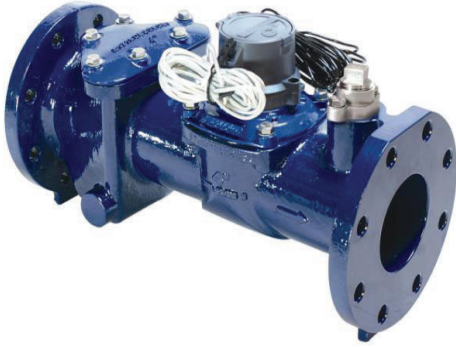




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OMNI™ Compound (C²) Water Meter

1-1/2", 2", 3", 4", 6", 8" and 10" OMNI C² Meter

The OMNI Compound (C²) Water Meter operation is based on advanced Floating Ball Technology (FBT).

DESCRIPTION:

- Floating Ball Technology (FBT)

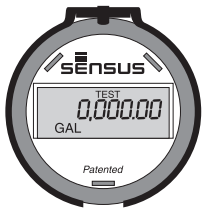
ELECTRONIC REGISTER DISPLAY DIAGRAM



Totalization Mode



AMR/AMI Mode



Resettable Test Mode



Rate of Flow Mode

Conformance to Standards

The OMNI C² meter meets and far exceeds the most recent revision of AWWA Standard C701 and C702 class II. Additionally, the meter does not require a valve to meet these standards. Each meter is performance tested to ensure compliance. All OMNI meters are NSF/ANSI Standard 61, Annex F and G approved latest standards.

Performance

The patented measurement principles of the OMNI C² meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI C² meter has no restrictions on sustained flow rates within its continuous range. The floating ball measurement technology allows installation in any orientation and flows up to maximum rated capacity without undue wear or accuracy degradation.

Construction

The OMNI C² meter consists of two basic assemblies; the maincase and the measuring chamber. The measuring chamber assembly includes the "floating ball" impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all electronic programmable register with protective bonnet. The maincase is made from industry proven Ductile Iron with an approved NSF epoxy coating. Maincase features are; easily removable measuring chamber, unique chamber seal to the maincase using a high pressure o-ring, testing port and an AWWA compliant strainer.



OMNI Electronic Register

The OMNI C² electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The large character LCD displays AMR, totalization, rate of flow and a resettable test totalizer. OMNI register features include AMR resolution units that are fully programmable, fully programmable pulse output frequency, integral customer data logging capability and integral resettable accuracy testing feature compatible with UniPro and Sensus flow verification software. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI C² electronic register has a 10-year battery life guarantee.

Magnetic Drive

Meter registration is achieved by utilizing a fully magnetic pickup system. This is accomplished by the magnetic actions of the embedded rotor magnets and the ultra sensitive register pickup probe. The only moving component in water is the “floating ball” impeller.

Measuring Element

The hydro-dynamically balanced impeller floats between the bearings. The Floating Ball Technology (FBT) allows the measuring element to operate virtually without friction or wear, thus creating the extended upper and lower flow ranges capable on only the OMNI C² meter.

Strainer

The OMNI C² with the AWWA compliant “V” shaped strainer uses a stainless steel screen along with Floating Ball Technology (FBT). This creates a design that greatly improves accuracy, even in difficult settings. A removable strainer cover permits easy access to the screen for routine maintenance.

Maintenance

The OMNI C² meter is designed for easy maintenance. Should any maintenance be required, the measuring chamber and/or strainer cover can be removed independently. Replacement parts or complete measuring chambers are available for repairs. OMNI C² replacement measuring chambers may also be utilized to upgrade some third-party meters to achieve increased accuracy and extended service life.

AMR/AMI Systems

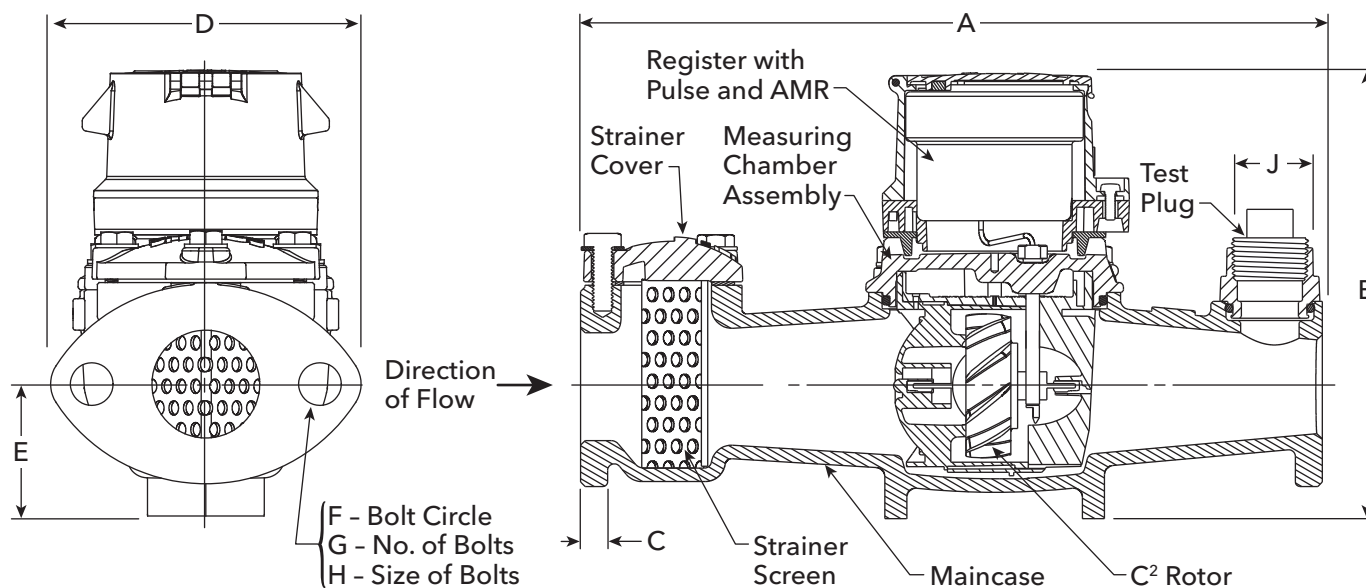
Meters and Electronic Registers are compatible with current Sensus AMR/AMI systems and other AMI communication systems that use the Sensus UI1203 protocol.

Guarantee

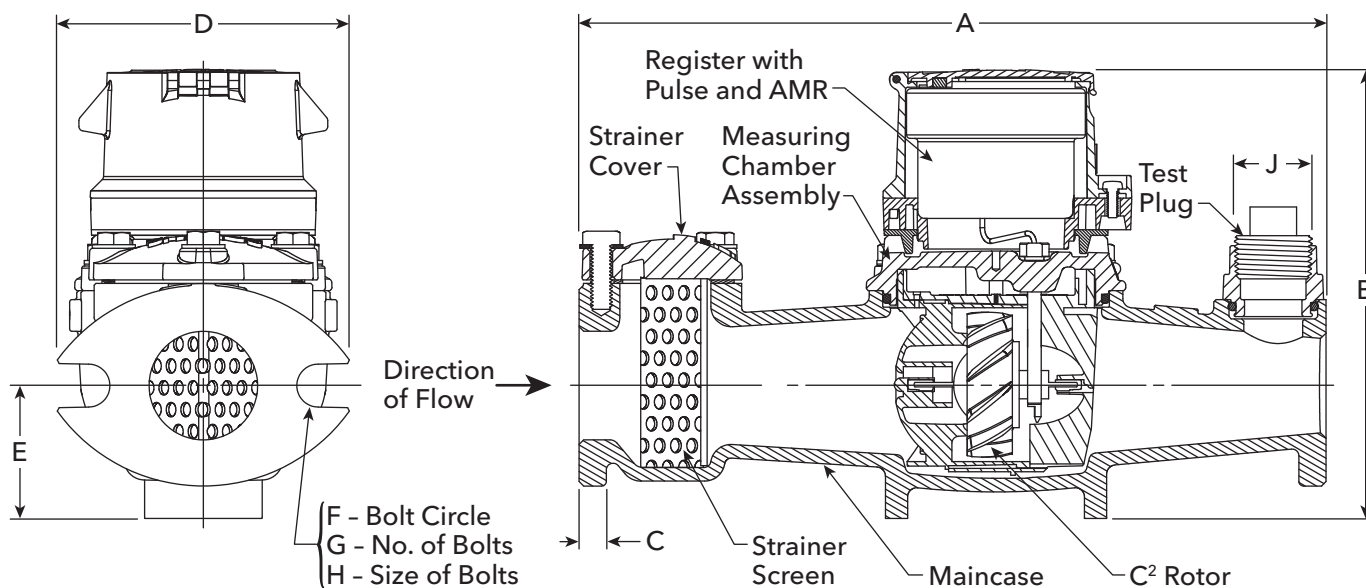
Sensus OMNI C² Meters are backed by “The Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.



OMNI C²: 1-1/2"

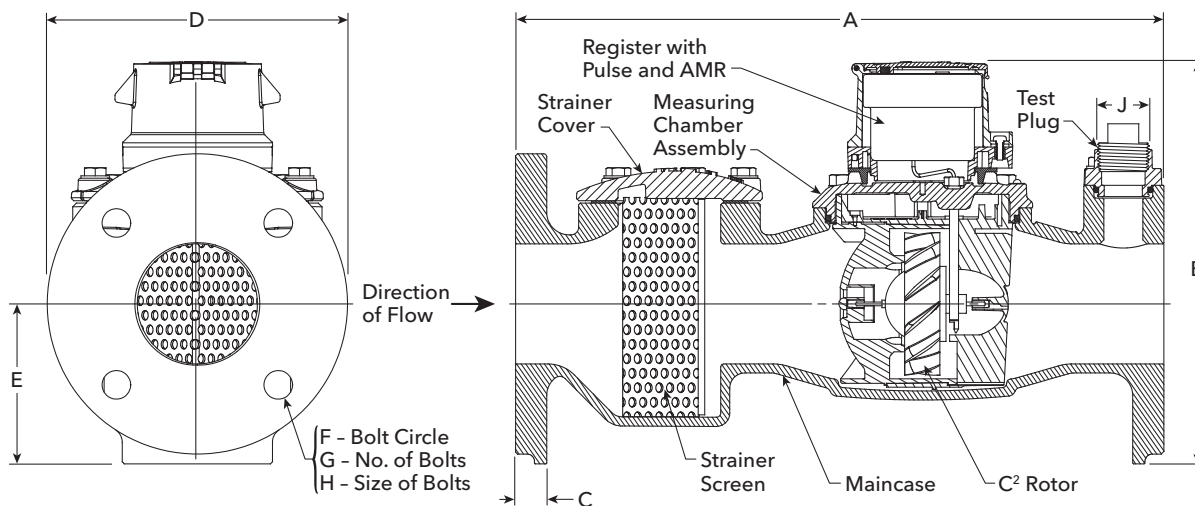


OMNI C²: 2"

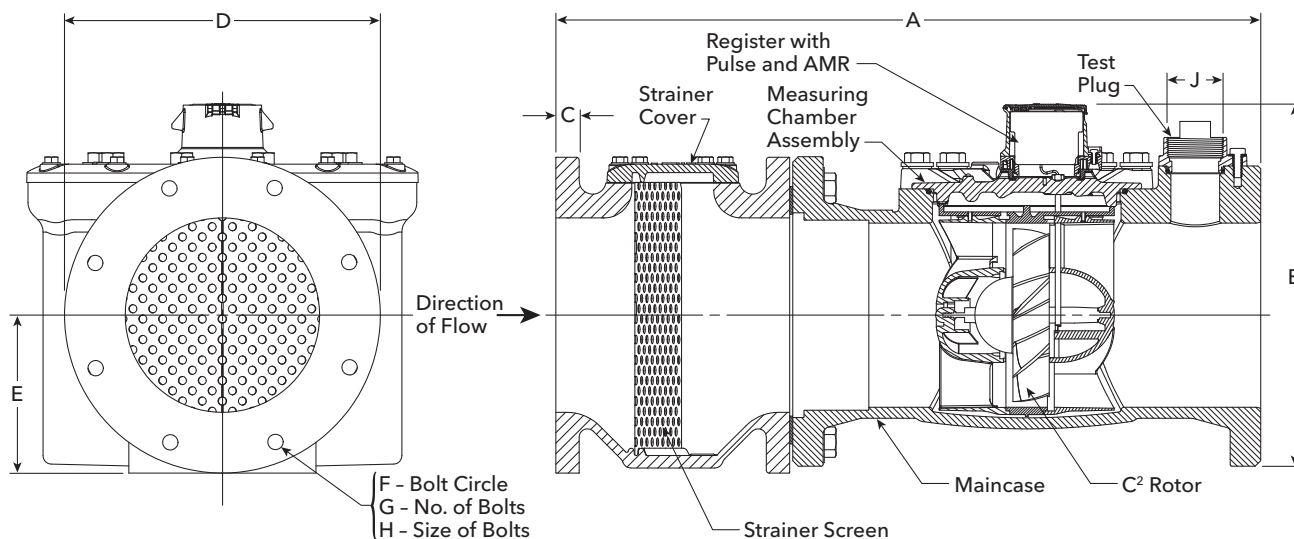




OMNI C²: 3" - 6"



OMNI C²: 8" - 10"





Dimensions and Net Weights

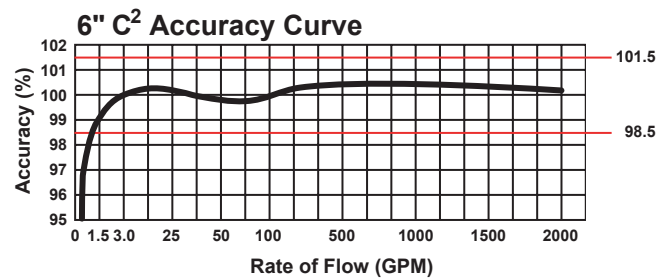
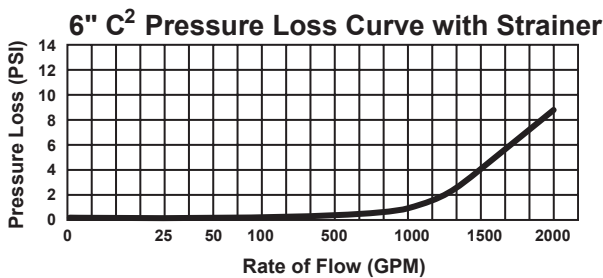
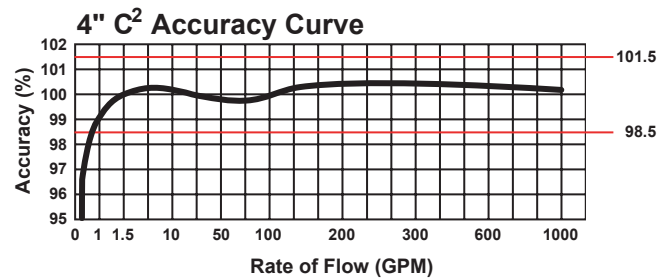
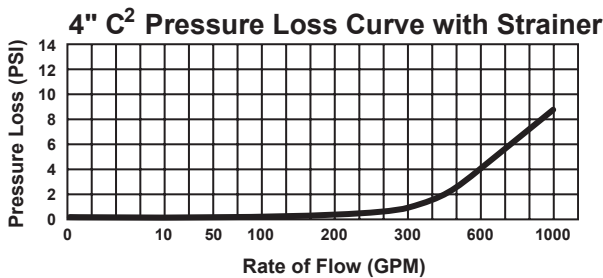
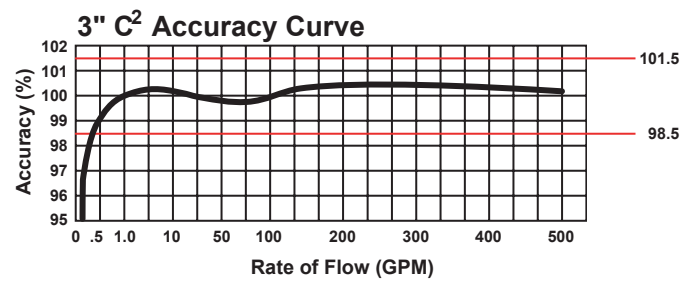
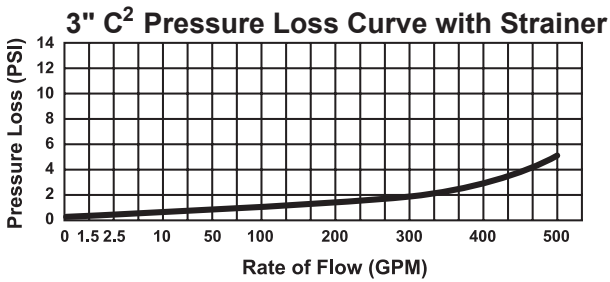
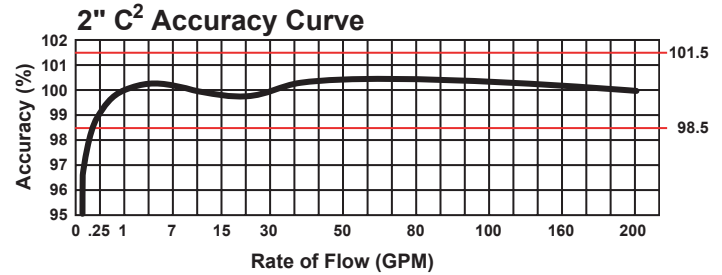
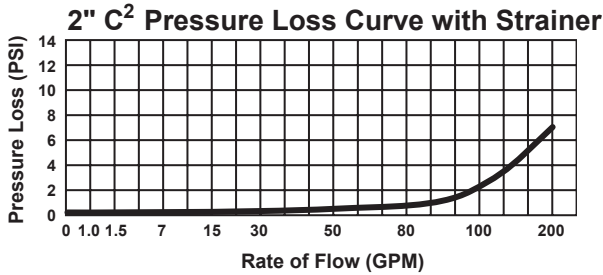
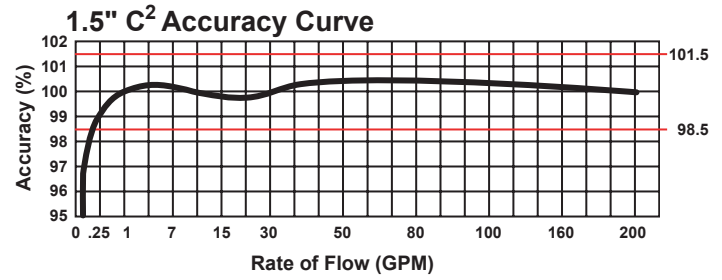
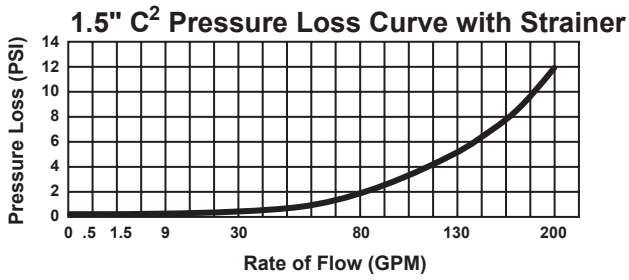
Meter and Pipe Size	Normal Operating Range		Connections	A	B	C	D	E	F	G	H	J	Net Weight	Shipping Weight
1-1/2" DN 40mm	.5 gpm .11 m³/hr	200 gpm 45 m³/hr	Flanged	13" 330mm	7-7/8" 200mm	15/16" 24mm	5-7/16" 138mm	2-5/16" 59mm	4" 102mm	2	5/8" 16mm	1" 25mm	18.8 lbs. 8.53 kg.	22.5 lbs. 10.20 kg.
2" DN 50mm	.5 gpm .11 m³/hr	200 gpm 45 m³/hr	Flanged	15-1/4" 387mm	7-7/8" 200mm	1" 25mm	5-3/4" 146mm	2-5/16" 59mm	4-1/2" 114mm	2	3/4" 19mm	1" 25mm	25.4 lbs. 11.5 kg.	32.5 lbs. 14.74 kg.
3" DN 80mm	1 gpm .23 m³/hr	500 gpm 114 m³/hr	Flanged	17" 432mm	8-3/4" 225mm	3/4" 19mm	7-7/8" 200mm	4-1/8" 105mm	6" 152mm	4	5/8" 16mm	1" 25mm	45 lbs. 20.41 kg.	48.0 lbs. 21.8 kg.
4" DN 100mm	1.5 gpm .34 m³/hr	1000 gpm 227 m³/hr	Flanged	20" 508mm	11-3/16" 284mm	15/16" 24mm	9-1/8" 232mm	4-3/4" 121mm	7-1/2" 191mm	8	5/8" 16mm	1-1/2" 38mm	64.9 lbs. 29.44 kg.	72.8 lbs. 33.02 kg.
6" DN 150mm	3 gpm .68 m³/hr	2000 gpm 454 m³/hr	Flanged	24" 610mm	13-1/4" 337mm	15/16" 24mm	11" 279mm	5-3/4" 146mm	9-1/2" 241mm	8	3/4" 19mm	1-1/2" 38mm	130 lbs. 59.0 kg.	155 lbs. 70.3 kg.
8" DN 200mm	4 gpm .91 m³/hr	2700 gpm 614 m³/hr	Flanged	30-1/8" 765mm	15" 381mm	11/16" 17mm	13-1/2" 343mm	6-3/4" 172mm	11-3/4" 298mm	8	3/4" 19mm	2" 51mm	471 lbs. 214 kg.	521 lbs. 236 kg.
10" DN 250mm	5 gpm 1.1 m³/hr	4000 gpm 908 m³/hr	Flanged	41-1/8" 1045mm	19" 483mm	11/16" 17mm	16" 406mm	8-1/2" 216mm	14-1/4" 362mm	12	7/8" 22mm	2" 51mm	685 lbs. 311 kg.	745 lbs. 338 kg.

Specifications

Service	Measurement of potable and reclaim water. Storage temperature: -22F (-30C) to 155F (68.3C) Operating temperatures: Air: -22F (-30C) to 150F (65.6C) Water: 33F (0.6C) to 80F (26.7C)	Pressure Loss	1-1/2": 6.9 psi @ 160 GPM (0.48 bar @ 36 m³/hr) 2": 4.3 psi @ 160 GPM (0.30 bar @ 36 m³/hr) 3": 3.2 psi @ 400 GPM (0.22 bar @ 91 m³/hr) 4": 6.4 psi @ 800 GPM (0.44 bar @ 182 m³/hr) 6": 5.5 psi @ 1600 GPM (0.38 bar @ 363 m³/hr) 8": 4 psi @ 2700 GPM (0.28 bar @ 614 m³/hr) 10": 4.5 psi @ 4000 GPM (0.31 bar @ 908 m³/hr)
Operating Range (100% ± 1.5%)	1-1/2": 0.5 - 200 GPM (0.11 - 45 m³/hr) 2": 0.5 - 200 GPM (0.11 - 45 m³/hr) 3": 1.0 - 500 GPM (0.23 - 114 m³/hr) 4": 1.5 - 1000 GPM (0.34 - 227 m³/hr) 6": 3 - 2000 GPM (0.68 - 454 m³/hr) 8": 4 - 2700 GPM (0.91 - 614 m³/hr) 10": 5 - 4000 GPM (1.1 - 908 m³/hr)	Maximum Operating Pressure	200 PSI (13.8 bar)
Low flow (95% - 101.5%)	1-1/2": 0.25 GPM (.06 m³/hr) 2": 0.25 GPM (.06 m³/hr) 3": 0.5 GPM (0.11 m³/hr) 4": 0.75 GPM (0.17 m³/hr) 6": 1.5 GPM (0.34 m³/hr) 8": 2.5 GPM (0.57 m³/hr) 10": 3.5 GPM (0.8 m³/hr)	Flange Connections	U.S. ANSI B16.1 / AWWA Class 125
Maximum Continuous Operation	1-1/2": 160 GPM (36 m³/hr) 2": 160 GPM (36 m³/hr) 3": 400 GPM (91 m³/hr) 4": 800 GPM (182 m³/hr) 6": 1600 GPM (363 m³/hr) 8": 2700 GPM (614 m³/hr) 10": 4000 GPM (908 m³/hr)	Test Ports	NPT
Maximum Intermittent Operation	1-1/2": 200 GPM (45 m³/hr) 2": 200 GPM (45 m³/hr) 3": 500 GPM (114 m³/hr) 4": 1000 GPM (227 m³/hr) 6": 2000 GPM (454 m³/hr) 8": 3400 GPM (773 m³/hr) 10": 5000 GPM (1136 m³/hr)	Register	Fully electronic sealed register with programmable registration (Gal. / Cu. Ft. / Cu. Mtr. / Imp. Gal. / Acre Ft.) Programmable AMR/AMI reading and pulse outputs Guaranteed 10-year battery life
		NSF Approved Materials	Maincase: Coated Ductile Iron Measuring Chamber: Thermoplastic Rotor "Floating Ball": Thermoplastic Radial Bearings: Hybrid Thermoplastic Thrust Bearings: Sapphire/Ceramic Jewel Magnets: Ceramic Strainer Screen: Stainless Steel Strainer Cover: Coated Ductile Iron Test Plug: Stainless Steel



Head Loss Curves





Head Loss Curves

