



**City of Flowery Branch
City Council Meeting
Thursday, May 19, 2022, 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:

PROCLAMATION: NATIONAL SAFE BOATING WEEK

NEW BUSINESS -WORK SESSION:

- Consider Approval of Revize Web Services Sales Agreement
[Executive Summary Revize Web Services Sales Agreement.pdf](#)
[Revize Web Services Sales Agreement.pdf](#)
- Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.
[Executive Summary 22-011.pdf](#)
[Resolution 22-011.pdf](#)
- Consideration of whether the City of Flowery Branch should be in the solid waste collection business.
[Executive Summary - solid waste collection.pdf](#)
[Solid Waste bids received.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

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider Resolution 22-009: 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021.

[Resolution 22-009 Executive Summary.pdf](#)

[Resolution 22-009.pdf](#)

[Attachment A - Resolution 22-009 3rd QTR Adjustment Form and Department Details.pdf](#)

[Attachment B - 3rd QTR Budget Adjustment Descriptions.pdf](#)

- Consider May 5, 2022 City Council Meeting Minutes
[May 5, 2022.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consideration of Second Reading of Ordinance 504B to amend the Alcoholic Beverage Ordinance to replace the City Clerk with the Police Chief

[Executive Summary Ordinance 504B.pdf](#)

[Ordinance_504B_City_Clerk_to_Police_Chief.pdf](#)

- Consideration of Second Reading of Ordinance 662 - A rezoning request submitted by Mr. Chris Herrington.

[Staff Report Herrington.pdf](#)

[Herrington Rezoning Ordinance 662.pdf](#)

- Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.

[Executive Summary 22-011.pdf](#)

[Resolution 22-011.pdf](#)

- Consider Approval of Revize Web Services Sales Agreement

[Executive Summary Revize Web Services Sales Agreement.pdf](#)

[Revize Web Services Sales Agreement.pdf](#)

- Consideration of Second Reading of Ordinance 660 - A request from Lights Ferry Partners, LLC and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND)

[Stormwater Pond Information.pdf](#)

[Staff Report Lights Ferry.pdf](#)

[Lights Ferry Rezoning Ordinance 660.pdf](#)

- Consideration of First Reading of Ordinance 239-L and 240-L to rezone tax parcel 15047 000885 from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions.

[Sterling Townhomes 5-3-22 rev 2.pdf](#)

[Sterling Townhomes_Traffic Memo 05042022 \(003\).pdf](#)

[Townes at Capitola - Two Story - Rendering.pdf](#)

[Ordinance SOTL Town 239L & 240L.pdf](#)

[Staff Report SOTL 2022.pdf](#)

- Consideration of whether the City of Flowery Branch should be in the solid waste collection business.

[Executive Summary - solid waste collection.pdf](#)

[Solid Waste bids received.pdf](#)

- Consideration of executing a lease agreement for Suite 101 at 5519 Main Street with El Sabor Costeno, LLC.

[Executive Summary - lease El Sabor.pdf](#)

[El Sabor Costeno Taqueria Lease Updated 5 9 222 unsigned.pdf](#)

EXECUTIVE SESSION:

ADJOURNMENT:

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Approval of Revize Web Services Sales Agreement

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The last major redesign of the City's website took place in 2017. Since 2017, much has changed in the architecture of content management system (CMS), as well as the level of expectations of services provided by local government websites.

FACTS AND ISSUES:

The City of Flowery Branch has approximately 9,500 residents and our City is a picturesque historic community located on beautiful Lake Lanier. Our historic downtown is being revitalized with streetscape improvements, updating the train depot, adding a new Main Street development with residential and retail spaces. Our population has grown 78% in the last 5 years and is continuing to grow. The new website will be easier for our citizens to navigate, more efficient for City staff to manage, and provide a wide variety of services to our citizens and outside vendors of Flowery Branch. Some of the goals of the new website are to improve citizen interaction by easing the navigation of the site.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

14,800

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve awarding the City website design and replacement to Revize in the amount of \$14,800 for the initial design and a yearly maintenance cost of \$2,900.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Revize Web Services Sales Agreement.pdf](#)
- [Revize Web Services Sales Agreement.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Revize Web Services Sales Agreement

DATE: May 19, 2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL- \$14,800 year one

☐ **OTHER**

\$2,900 years two through four

COUNCIL ACTION REQUESTED ON: Awarding a contract to Revize for City website design and replacement.

PURPOSE: The purpose of the city website design and replacement project is to update the City of Flowery Branch's website with a new design and back-end website content management systems which will allow staff the ability to update forms and manage the website.

HISTORY: The last major redesign of City's website took place in 2017. Since 2017, much has changed in the area of content management systems (CMS), as well as the level of expectations of services provided by local government websites.

FACTS AND ISSUES: The City of Flowery Branch has approximately 9,500 residents and our City is a picturesque historic community located on beautiful Lake Lanier. Our historic downtown is being revitalized with a Farmer's Market space, streetscape improvements, train depot renovations, and a new main street development with residential and retail space. Our population has grown 78% in the last 5 years and is continuing to grow.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the Revize Web Services Sales Agreement, amount of \$14,800 for the initial design and an annual cost of \$2,900 for years two through four.

DEPARTMENT: Administration

Prepared by: Shelia Cooper

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Flowery Branch, Georgia ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 5-11-2022

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Flowery Branch</u>	Revize Software Systems
Company Address:	<u>5410 Pine Street PO Box 757</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Flowery Branch, GA 30542</u>	Troy, MI 48084
Contact Name:	<u>Renee Carden 770.967.6371</u>	248-269-9263
Billing Dept. Contact:	<u>Renee@flowerybranchga.org</u>	
CLIENT Website Address:	<u>www.flowerybranchga.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: 1 mockup with Unlimited rounds of changes - Home page template and inner page design and layout. - Includes Responsive Web Design	\$2,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	\$3,300.00
1	Phase 5 – Quality Assurance Testing & Accessibility, onetime fee:	\$1,900.00
1	Phase 6 – Sitemap Development and Content Migration, onetime fee: Sitemap development and content migration from old website including spell checking and style corrections – Migration up to 700 webpages and documents	\$2,800.00
1	Phase 7 –Content Editing Training, onetime fee:	\$900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$2,900.00
1	Grand Total First Year	\$14,800.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 11,100.00	5/31/2022	75% 1 st Year Project Costs
\$ 3,700.00	8/31/2022	25% 1 st Year Project Costs
\$ 2,900.00	5/31/2023	Year 2 of Annual Hosting & Maintenance
\$ 2,900.00	5/31/2024	Year 3 of Annual Hosting & Maintenance
\$ 2,900.00	5/31/2025	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The City has six (6) vehicles that are unusable and obsolete to be used as a police or city vehicle:

- 1) 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
- 2) 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
- 3) 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
- 4) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
- 5) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
- 6) 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXE194646

FACTS AND ISSUES:

The City desires to surplus a total of six (6) vehicles and sell on govdeals.com.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve Resolution 22-011 to authorize the Mayor, City Clerk, and City Manager to transfer title and ownership of said vehicles to the highest and best bidder on govdeals.com.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary 22-011.pdf](#)
- [Resolution 22-011.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.

DATE: May 19, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON:

PURPOSE: To sell and convey any real or personal property owned by the city in accordance with the provisions of O.C.G.A. §36-37-6.

HISTORY: The City has six (6) vehicles that are unusable and obsolete to be used as a police or city vehicle:

- 1) 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
 - 2) 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
 - 3) 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
 - 4) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
 - 5) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
 - 6) 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXE194646
-
-

FACTS AND ISSUES: The City desires to surplus a total of six (6) vehicles and sell on govdeals.com.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-011 to authorize the Mayor, City Clerk, and City Manager to transfer title and ownership of said vehicles to the highest and best bidder on govdeals.com.

DEPARTMENT: Administration

Prepared by: Shelia Cooper

RESOLUTION NO. 22-011

**A RESOLUTION AUTHORIZING AND DIRECTING THE SALE OF CERTAIN
PROPERTY OWNED BY THE CITY OF FLOWERY BRANCH.**

WHEREAS, the City of Flowery Branch is authorized by O.C.G.A. § 36-35-3 and Art. VI, § 6.13 of the Charter of the City of Flowery Branch to sell and convey any real or personal property owned by the city in accordance with the provisions of O.C.G.A. §36-37-6.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Flowery Branch that the City of Flowery Branch sell the property identified on Exhibit “A,” which is attached hereto and incorporated by reference as if fully set forth herein, in accordance with the provisions of O.C.G.A. § 36-37-6.

SO RESOLVED this 19th day of May, 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, JR., City Attorney

Exhibit A

1. 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
2. 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
3. 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
4. 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
5. 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
6. 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXEH194646



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of whether the City of Flowery Branch should be in the solid waste collection business.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The first contract I can find regarding sanitation services is dated July 1, 2005 and was with Red Oak Sanitation, Inc. My understanding is that many years ago, the City of Flowery Branch previously had staff within the public works department who performed these duties. The city was put on notice that prices would have to be increased when the contract expired on May 1, 2022. The current provider was gracious in extending the contract until June 30, 2022 so we could bid out the services.

FACTS AND ISSUES:

The current contract expired May 1, 2022. A solicitation was issued to accept bids for continuing the service. Not all residents are required to have a sanitation account in the city limits of Flowery Branch. As it is now, the city is not involved in any aspect of the operations of trash, recycling or leaf and limb collection covered in the previous contract. The city accepts complaints from citizens and relays them to Red Oak. Staff spends time responding to complaints but there is no monetary benefit for the service to pay for this function.

Bids were received and the pricing is significantly higher than the current rates. After receiving complaints from residents, some who would like to change solid waste collection service providers, staff stepped back, took a look at the whole picture, and is recommending that the City of Flowery Branch should not be in the solid waste collection business at all.

OPTIONS:

- 1) Determine whether the City of Flowery Branch should be in the sanitation/solid waste collection business.
- 2) If so, award a contract to a provider (pricing attached).

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

That the city reject all bids and allow residents to choose their own solid waste collection provider.

SAMPLE MOTION:

I recommend that the city reject all bids and allow residents to choose their own solid waste collection provider.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - solid waste collection.pdf](#)
- [Solid Waste bids received.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: SOLID WASTE DISPOSAL CONTRACTS

DATE: MAY 19, 2022

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

BUDGET INFORMATION:

ANNUAL- \$0

CAPITAL- \$0

COUNCIL ACTION REQUESTED ON: MAY 19, 2022

PURPOSE: The purpose of this agenda item is to request council guidance on whether we (the City of Flowery Branch) should be in the solid waste collection business. Should the city continue with a contract, consider awarding the contract. The contract with Red Oak expired on May 1, 2022.

HISTORY: The first contract I can find regarding sanitation services is dated July 1, 2005 and was with Red Oak Sanitation, Inc. My understanding is that many years ago, the City of Flowery Branch previously had staff within the public works department who performed these duties. The city was put on notice that prices would have to be increased when the contract expired on May 1, 2022. The current provider was gracious in extending the contract until June 30, 2022 so we could bid out the services.

FACTS AND ISSUES: The current contract expired May 1, 2022. A solicitation was issued to accept bids for continuing the service. Not all residents are required to have a sanitation account in the city limits of Flowery Branch. As it is now, the city is not involved in any aspect of the operations of trash, recycling or leaf and limb collection covered in the previous contract. The city accepts complaints from citizens and relays them to Red Oak. Staff spends time responding to complaints but there is no monetary benefit for the service to pay for this function.

Bids were received and the pricing is significantly higher than the current rates. After receiving complaints from residents, some who would like to change solid waste collection service providers, staff stepped back, took a look at the whole picture, and is recommending that the City of Flowery Branch should not be in the solid waste collection business at all.

OPTIONS: 1) Determine whether the City of Flowery Branch should be in the sanitation/solid waste collection business.

2) If so, award a contract to a provider (pricing attached).

RECOMMENDED SAMPLE MOTION: I recommend that the city reject all bids and allow residents to choose their own solid waste collection provider.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

City of Flowery Branch
RFP Solid Waste Management Services
BASE PROPOSAL

SOLID WASTE COLLECTION & DISPOSAL

\$ 40.50 per month

Garbage 1 x Week, Recycling Curbside,
Refuse & Yard Trimmings *All in quoted*
per the RFP

ADDITIONAL FEES

**Fee for Additional Garbage Receptacle, If
Requested By Customer**

\$ 9 per month / per can

\$ 10 per month / per recycle bin

**Additional Collection Fee for Yard Trimmings,
If Any**

\$ 9 *Per month for extra cart*
per cubic yard exceeding

**Additional Collection Fee for Refuse Bulk
Items, If Any (circle which applies)**

\$ 25 per item / per load / per

Refuse Items Requiring Additional Collection Fee

Comments/Terms/Special Conditions, If Any *Please See*

*following page that has alternate price
proposal Itemized*

RESPONSES ON THE FORM MUST BE TYPED.

CITY OF FLOWERY BRANCH

RFP SOLID WASTE MANAGEMENT SERVICES

Alternate – PRICE PROPOSAL ITEMIZED

OPERATING TANDEM TRUCKS

GARBAGE 1X - \$ 16 PER MONTH

RECYCLING 1X - \$ 8 PER MONTH

RECYCLING EVERY OTHER WEEK - \$ 6 PER MONTH

EXTRA CART - \$ 6 PER MONTH

BULK ITEM - \$ 25

OPERATING SINGLE AXLE TRUCKS

GARBAGE 1X - \$ 20 PER MONTH

RECYCLING 1X - \$ 10 PER MONTH

RECYCLING EVERY OTHER WEEK - \$ 8 PER MONTH

EXTRA CART - \$ 9 PER MONTH

BULK ITEM - \$ 25

City of Flowery Branch
RFP Solid Waste Management Services
ALTERNATE PROPOSALS

EMERGENCY ASSISTANCE

Emergency Assistance to the City, when requested

For one TRUCK \$ 125 per hour Plus Dump Fees
For one employee \$30 per hour

COMMUNITY EVENTS

Solid Waste Assistance for City Sponsored Community Events

For one TRUCK \$ 125 per hour Plus dump Fees

**BULK PICK UP
SERVICES**

As requested

For one TRUCK \$ 125 per hour plus dump Fees

Comments/Terms/Special Conditions, If Any

RESPONSES ON THE FORM MUST BE TYPED

WM

City of Flowery Branch
RFP Solid Waste Management Services
BASE PROPOSAL

SOLID WASTE COLLECTION & DISPOSAL

\$ 35.59

per month

Garbage 1 x Week, Recycling Curbside,
Refuse & Yard Trimmings

ADDITIONAL FEES

**Fee for Additional Garbage Receptacle, If
Requested By Customer**

\$ 20.59 per month / per can

\$ 10.59 per month / per recycle bin

**Additional Collection Fee for Yard Trimmings,
If Any**

\$ 35.00 per cubic yard exceeding 3 Cubic Yards

**Additional Collection Fee for Refuse Bulk
Items, If Any (circle which applies)**

\$ 25.00 per item / per load / per Item

Refuse Items Requiring Additional Collection Fee

NA

Comments/Terms/Special Conditions, If Any

***Waste Pro is willing to negotiate any part of our submittal upon request.
There may be pricing discounts available. We ask for the opportunity
to work with the City***

RESPONSES ON THE FORM MUST BE TYPED.

City of Flowery Branch
RFP Solid Waste Management Services
ALTERNATE PROPOSALS

EMERGENCY ASSISTANCE

Emergency Assistance to the City, when requested

\$ 150.00 per hour

COMMUNITY EVENTS

Solid Waste Assistance for City Sponsored Community Events

\$ 150.00 per hour

**BULK PICK UP
SERVICES**

As requested

\$ 150.00 per hour

Comments/Terms/Special Conditions, If Any

***Waste Pro is willing to negotiate any part of our submittal upon request.
There may be pricing discounts available, with scope of work changes.
We ask for the opportunity to work with the City for a win-win solution***

RESPONSES ON THE FORM MUST BE TYPED



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 22-009: 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

A budget is balanced when the sum of estimated revenues and appropriated fund balances equals expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year, requiring Council approval for said budget amendments.

FACTS AND ISSUES:

The requested non-departmental adjustments are as follows:

- Increase in several areas of the City Clerk budget due to new employee in that role with required additional trainings. Areas include Health Insurance, FICA and Medicare, Cell Phone, Travel Expenses, Dues and Fees, Education and Training, and Small Equipment. Transfer funds to come from Fund Balance in the amount of \$5,680 to cover the remainder of the fiscal year.
- Increase in FICA and Medicare expenses for the City Manager. Transfer funds to come from Fund Balance in the amount of \$952 to cover the remainder of the fiscal year.
- Increase in Traffic Signal billed by AT&T due to increased monthly fees. Transfer funds to come from Fund Balance in the amount of \$2,700 to cover the remainder of the fiscal year.
- Increase in Well Buildings – Repairs/Maintenance due to the increases in costs of supplies required to repair and maintain the well buildings, as well as replacing a booster pump. Transfer funds to come from Retained Earnings in the amount of \$8,000 to cover the remainder of the fiscal year.

NOTE: See attachment A and B for more details.

OPTIONS:

N/A

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

No

AMOUNT AND SOURCE OF FUNDS:

See Attachment A for detailed adjustment request

RECOMMENDATION:

To approve Resolution 22-009, 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021.

SAMPLE MOTION:

I make a motion for the City Council to authorize approval of Resolution 22-009, 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021, as presented in Attachments A and B.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Resolution 22-009 Executive Summary.pdf](#)
- [Resolution 22-009.pdf](#)
- [Attachment A - Resolution 22-009 3rd QTR Adjustment Form and Department Details.pdf](#)
- [Attachment B - 3rd QTR Budget Adjustment Descriptions.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 22-009: 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021.

DATE: 4/29/2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: 5/19/2022

PURPOSE: To approve Resolution 22-009, 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021.

HISTORY: A budget is balanced when the sum of estimated revenues and appropriated fund balances equals expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year, requiring Council approval for said budget amendments.

FACTS AND ISSUES:

The requested non-departmental adjustments are as follows:

- Increase in several areas of the City Clerk budget due to new employee in that role with required additional trainings. Areas include Health Insurance, FICA and Medicare, Cell Phone, Travel Expenses, Dues and Fees, Education and Training, and Small Equipment. Transfer funds to come from Fund Balance in the amount of \$5,680 to cover the remainder of the fiscal year.
 - Increase in FICA and Medicare expenses for the City Manager. Transfer funds to come from Fund Balance in the amount of \$952 to cover the remainder of the fiscal year.
 - Increase in Traffic Signal billed by AT&T due to increased monthly fees. Transfer funds to come from Fund Balance in the amount of \$2,700 to cover the remainder of the fiscal year.
 - Increase in depot communications, supplies and materials, and increase in AT&T rates from depot rental income.
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- Increase in Well Buildings – Repairs/Maintenance due to the increases in costs of supplies required to repair and maintain the well buildings, as well as replacing a booster pump. Transfer funds to come from Retained Earnings in the amount of \$8,000 to cover the remainder of the fiscal year.
 - NOTE: See attachment A and B for more details.
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RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 22-009, 3rd Quarter Amendment to the Budget for FY2022 as Previously Adopted on June 17, 2021, as presented in Attachments A and B.

DEPARTMENT: Finance

Prepared by: Krystle Hightower

RESOLUTION NO.: 22-009

**TO AMEND THE BUDGET FOR FISCAL YEAR 2022 AS PREVIOUSLY ADOPTED ON
JUNE 17, 2021.**

WHEREAS, the City Council approved a budget for fiscal year 2022 for the City of Flowery Branch on June 17, 2021 by Resolution 21-005; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

RESOLVED this 19th day of May 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

**City of Flowery Branch
Request For Budget Adjustment**



ATTACHMENT A

Fund/Department:

100 & 505

Effective Date:

3/31/2022

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-1130-512100	City Clerk / Health Insurance	10,000	3,100	13,100
100-1130-512200	City Clerk / FICA and Medicare	5,234	1,275	6,509
100-1130-523220	City Clerk / Cell Phone	480	220	700
100-1130-523500	City Clerk / Travel Expenses	2,500	200	2,700
100-1130-523600	City Clerk / Dues and Fees	200	220	420
100-1130-523700	City Clerk / Education and Training	2,500	300	2,800
100-1130-531600	City Clerk / Small Equipment	500	365	865
100-0000-399900	Budgeted Fund Balance	(704,659)	(5,680)	(710,339)
(For adjustments for new person in this role)				-
				-
100-1320-512200	City Manager / FICA and Medicare	5,067	952	6,019
100-0000-399900	Budgeted Fund Balance	(698,979)	(952)	(699,931)
(For adjustments for additional education and insurance adjustment)				-
				-
100-4270-523210	Traffic Signal / AT&T	4,750	2,700	7,450
100-0000-399900	Budgeted Fund Balance	(698,951)	(2,700)	(701,651)
(For adjustment for monthly charge increase)				-
				-
100-5530-523200	Depot / Communications	6,172	1,375	7,547
100-5530-531100	Depot & Comm Room / Supplies & Materials	10,200	2,725	12,925
100-0000-381100	Rent - Depot	(4,100)	(4,100)	(8,200)
(For adjustment for additional supplies and materials and increase in AT&T rate)				-
				-
505-4420-522200	Well Buildings - Repairs/Maintenance	2,000	8,000	10,000
505-0000-399900	Budgeted Retained Earnings	(804,933)	(8,000)	(812,933)
(For adjustment for increase in repair needs and pricing increases for materials)				-
				-
				-
	Totals	\$ (2,862,019)	\$ -	\$ (2,862,019)

Justification:

RESOLUTION 22-009: BUDGET AMENDMENT TO FY2022 APPROVED BUDGET FROM JUNE 17, 2021.

(See Attachment A and Attachment B for additional details)

3RD QUARTER ENDING 3/31/2022

Approvals:

Finance Director

City Manager:

Mayor:

Date:

Date:

Date:

Finance Department Use

Posted By:

Date Posted:

Council Action Required: Yes ☐ No ☐

Budget Adjust. #:



City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 01/01/2022 - 03/31/2022

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: FY2022R - Revised Budget Fiscal: FY2022						
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-311100	Real Prop Taxes - Current Year			-1,810,173.00	-41,000.00	-1,851,173.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-41,000.00	
100-0000-311750	Franchise Fees - Charter Cable			-20,000.00	-45,000.00	-65,000.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-45,000.00	
100-0000-311770	Franchise Fees - Others			-7,000.00	-19,000.00	-26,000.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-19,000.00	
100-0000-341910	Qualifying Fees (Elections)			-612.00	-144.00	-756.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-144.00	
100-0000-399900	Budgeted Fund Balance			0.00	-593,552.00	-593,552.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-593,552.00	
Revenue Total:				-1,837,785.00	-698,696.00	-2,536,481.00
Expense						
100-0000-579000	Contingency			137,947.00	-116,247.00	21,700.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-116,247.00	
100-1110-523470	Council / Printing & Binding			2,000.00	-500.00	1,500.00
BA0000366	Council Supplies & Materials Budget Adjustme...	GLPKT10011	01/18/2022		-500.00	
100-1110-531100	Council / Supplies & Material (EDC)			3,000.00	500.00	3,500.00
BA0000366	Council Supplies & Materials Budget Adjustme...	GLPKT10011	01/18/2022		500.00	
100-1310-531600	Mayor / Small Equipment			0.00	2,000.00	2,000.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		2,000.00	
100-1320-511100	City Manager/ Salary			46,830.00	44,000.00	90,830.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		44,000.00	
100-1320-512100	City Manager / Health Insurance			35,696.00	-18,448.00	17,248.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-18,448.00	
100-1320-512400	City Manager / Retirement			4,803.00	8,000.00	12,803.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		8,000.00	
100-1320-523500	City Manager / Travel Expenses			0.00	985.00	985.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		1,000.00	
BA0000389	City Manager Dues and Fees Adjustment	GLPKT10611	03/25/2022		-15.00	
100-1320-523600	City Manager/ Dues & Fees			0.00	15.00	15.00
BA0000389	City Manager Dues and Fees Adjustment	GLPKT10611	03/25/2022		15.00	
100-1320-523700	City Manager / Edu. & Train.			0.00	1,000.00	1,000.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		1,000.00	
100-1400-511200	Elections / Poll Workers			4,000.00	10,525.00	14,525.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		10,525.00	
100-1400-523300	Elections / Advertising			500.00	301.00	801.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		301.00	
100-1400-531100	Elections / Supplies & Materials			600.00	2,700.00	3,300.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		2,700.00	
100-1500-521204	Admin / Prof. Svs / Eng / Appraisals			28,000.00	-5,362.42	22,637.58
BA0000361	Adjustment for ExecuTime	GLPKT09886	01/04/2022		-362.42	
BA0000364	Communications Department Budget Adjustm...	GLPKT10009	01/18/2022		-1,000.00	
BA0000365	Website Budget Adjustments	GLPKT10010	01/18/2022		-1,000.00	

Budget Adjustment Report

For Date Range: 01/01/2022 - 03/31/2022

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
BA0000371	Admin - Education and Training	GLPKT10140	02/01/2022		-3,000.00	
<u>100-1500-521300</u>	Admin / Website & Software Maintenance			13,100.00	1,457.42	14,557.42
BA0000361	Adjustment for ExecuTime	GLPKT09886	01/04/2022		362.42	
BA0000365	Website & Software Maintenance Budget Adju...	GLPKT10010	01/18/2022		1,000.00	
BA0000390	Website and Maintenance Adjustment	GLPKT10622	03/28/2022		95.00	
<u>100-1500-523200</u>	Admin / Communications			500.00	1,000.00	1,500.00
BA0000364	Communications Department Budget Adjustm...	GLPKT10009	01/18/2022		1,000.00	
<u>100-1500-523201</u>	Admin / Cell Phones			720.00	400.00	1,120.00
BA0000379	Admin Cell Phone Adjustment	GLPKT10354	02/24/2022		400.00	
<u>100-1500-523602</u>	Admin / Accountant Consulting Fees			10,000.00	-1,200.00	8,800.00
BA0000383	Admin Small Equipment Adjustment	GLPKT10452	03/08/2022		-1,200.00	
<u>100-1500-523603</u>	Admin / Muni Code			10,000.00	-495.00	9,505.00
BA0000379	Admin Cell Phone Adjustment	GLPKT10354	02/24/2022		-400.00	
BA0000390	Website and Maintenance Adjustment	GLPKT10622	03/28/2022		-95.00	
<u>100-1500-523700</u>	Admin / Education & Training			7,000.00	3,000.00	10,000.00
BA0000371	Admin - Education and Training	GLPKT10140	02/01/2022		3,000.00	
<u>100-1500-531600</u>	Admin / Small Equipment			10,000.00	1,200.00	11,200.00
BA0000383	Admin Small Equipment Adjustment	GLPKT10452	03/08/2022		1,200.00	
<u>100-1565-521010</u>	City Hall & Bldg's / Security			6,000.00	2,637.05	8,637.05
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		2,637.05	
<u>100-1565-522200</u>	City Hall & Bldg's / Repairs & Maintenance			35,000.00	-2,637.05	32,362.95
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-2,637.05	
<u>100-2650-531705</u>	Prison Costs			6,000.00	0.00	6,000.00
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		3,000.00	
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-3,000.00	
<u>100-3210-511100</u>	PD Admin / Salaries			215,117.00	-27,392.00	187,725.00
BA0000367	PD Department Budget Adjustments - Salaries	GLPKT10093	01/20/2022		-27,392.00	
<u>100-3210-523400</u>	PD/ Printing & Binding			1,500.00	200.00	1,700.00
BA0000385	PD Printing and Binding Adjustment	GLPKT10517	03/16/2022		200.00	
<u>100-3210-531110</u>	PD/ Office Supplies			5,000.00	-200.00	4,800.00
BA0000385	PD Printing and Binding Adjustment	GLPKT10517	03/16/2022		-200.00	
<u>100-3210-531270</u>	PD / Gasoline			77,000.00	-15,000.00	62,000.00
BA0000367	PD Department Budget Adjustments - Salaries	GLPKT10093	01/20/2022		-15,000.00	
<u>100-3223-511100</u>	Patrol/ Salaries			774,982.00	42,392.00	817,374.00
BA0000367	PD Department Budget Adjustments - Salaries	GLPKT10093	01/20/2022		42,392.00	
<u>100-4210-511100</u>	PW / Salaries			130,000.00	113,168.00	243,168.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		113,168.00	
<u>100-4210-512100</u>	PW / Health Insurance			35,384.00	24,402.00	59,786.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		24,402.00	
<u>100-4210-512200</u>	PW / FICA & Medicare			9,770.00	8,866.00	18,636.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		8,866.00	
<u>100-4210-512220</u>	PWs / Long Term Disability			594.00	770.00	1,364.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		770.00	
<u>100-4210-512400</u>	PW / Retirement			874.00	1,397.00	2,271.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		1,397.00	
<u>100-4210-512600</u>	PWs / GA SUI			1,747.00	-1,313.00	434.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		-1,313.00	
<u>100-4210-521200</u>	PWs / Legal Fees			15,000.00	6,500.00	21,500.00
BA0000386	Line item adjustments PW, Tourism	GLPKT10553	03/21/2022		6,500.00	
<u>100-4210-521204</u>	PWs / Prof. Services			12,000.00	-290.00	11,710.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		-290.00	
<u>100-4210-522250</u>	PWs / Roads - Repairs & Maintenance			80,000.00	-36,633.22	43,366.78

Budget Adjustment Report

For Date Range: 01/01/2022 - 03/31/2022

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		-35,000.00	
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-187.22	
BA0000380	Amphitheater Park Easement - Antebellum	GLPKT10425	03/04/2022		-1,446.00	
<u>100-4210-522260</u>	PWs / Stormwater Management			135,061.00	-100,000.00	35,061.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		-100,000.00	
<u>100-4210-523221</u>	PWs / Cell Phones			2,100.00	187.22	2,287.22
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		187.22	
<u>100-4210-523500</u>	PWs / Travel Expenses			0.00	15.00	15.00
BA0000387	Line item adjustment for PW Travel Expenses	GLPKT10572	03/23/2022		15.00	
<u>100-4210-531600</u>	PWs / Small Equipment			25,000.00	-6,515.00	18,485.00
BA0000386	Line item adjustments PW, Tourism	GLPKT10553	03/21/2022		-6,500.00	
BA0000387	Line item adjustment for PW Travel Expenses	GLPKT10572	03/23/2022		-15.00	
<u>100-4210-541000</u>	PWs / Property ROW Acquisition			12,000.00	-10,554.00	1,446.00
BA0000370	Public Works Salaries and Benefits	GLPKT10135	01/31/2022		-12,000.00	
BA0000380	Amphitheater Park Easement - Antebellum	GLPKT10425	03/04/2022		1,446.00	
<u>100-5530-522200</u>	Depot & Comm Rm/Caboose Repairs & Maint.			10,500.00	-1,972.43	8,527.57
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-1,972.43	
<u>100-5530-523200</u>	Depot / Communications			4,200.00	1,972.43	6,172.43
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		1,972.43	
<u>100-7400-521201</u>	PCD / Professional Sys & Projects			100,000.00	-17,368.00	82,632.00
BA0000363	Code Enforcement adjustment	GLPKT10006	01/18/2022		-10,000.00	
BA0000376	Capital Purchase Transfer - PCD	GLPKT10323	02/23/2022		-7,368.00	
BA0000377	Budget adjustment for purchase of new vehicle	GLPKT10330	02/23/2022		-7,367.70	
BA0000378	Reversal of Budget Adjustment for Vehicle	GLPKT10331	02/23/2022		7,367.70	
<u>100-7400-521247</u>	PCD / Plan Review Expenses			25,000.00	-322.00	24,678.00
BA0000390	Website and Maintenance; Planning Adjustme...	GLPKT10622	03/28/2022		-322.00	
<u>100-7400-521270</u>	PCD/ Code Enforcement & Abatement			0.00	10,000.00	10,000.00
BA0000363	Code Enforcement adjustment	GLPKT10006	01/18/2022		10,000.00	
<u>100-7400-523200</u>	PCD/ Communications			500.00	322.00	822.00
BA0000390	Website and Maintenance; Planning Adjustme...	GLPKT10622	03/28/2022		322.00	
<u>100-7400-542500</u>	PCD / Capital Items			50,000.00	7,368.00	57,368.00
BA0000376	Capital Purchase Transfer - PCD	GLPKT10323	02/23/2022		7,368.00	
BA0000377	Budget adjustment for purchase of new vehicle	GLPKT10330	02/23/2022		7,367.70	
BA0000378	Reversal of Budget Adjustment for Vehicle	GLPKT10331	02/23/2022		-7,367.70	
<u>100-7540-521201</u>	Tourism / Public Relations			3,000.00	-100.00	2,900.00
BA0000386	Line item adjustments PW, Tourism	GLPKT10553	03/21/2022		-100.00	
<u>100-7540-531600</u>	Tourism / Small Equipment			0.00	100.00	100.00
BA0000386	Line item adjustments PW, Tourism	GLPKT10553	03/21/2022		100.00	
<u>100-9000-611270</u>	Transfer Out 270 - TAD Fund			70,000.00	97,320.00	167,320.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		97,320.00	
<u>100-9000-611350</u>	Transfer Out 350 - Local Resources Fund			616,854.00	666,545.00	1,283,399.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		666,545.00	
Expense Total:				2,774,879.00	698,696.00	3,473,575.00
Fund 100 Total:				937,094.00	0.00	937,094.00
Fund: 220 - GRANT FUND						
Revenue						
<u>220-0000-331150</u>	Intergovernmental Revenue - Federal Indirect			0.00	-19,377.00	-19,377.00
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		-19,377.00	
Revenue Total:				0.00	-19,377.00	-19,377.00
Expense						
<u>220-3210-511111</u>	#10219 - PD Admin Supp Grant Payment			0.00	1,000.00	1,000.00
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		1,000.00	

Budget Adjustment Report

For Date Range: 01/01/2022 - 03/31/2022

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
<u>220-3210-512200</u>	#10219 PD Admin FICA & Medicare			0.00	76.50	76.50
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		76.50	
<u>220-3223-511111</u>	#10219 PD Patrol Supp Grant Payment			0.00	15,000.00	15,000.00
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		15,000.00	
<u>220-3223-512200</u>	#10219 PD Patrol FICA & Medicare			0.00	1,147.50	1,147.50
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		1,147.50	
<u>220-4210-511111</u>	#10219 PW Guards Supp Grant Payment			0.00	2,000.00	2,000.00
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		2,000.00	
<u>220-4210-512200</u>	#10219 PW FICA & Medicare			0.00	153.00	153.00
BA0000393	1st Responders Grant	GLPKT10643	02/07/2022		153.00	
Expense Total:				0.00	19,377.00	19,377.00
Fund 220 Total:				0.00	0.00	0.00
Fund: 230 - AMERICAN RESCUE PLAN ACT OF 2021						
Revenue						
<u>230-0000-332100</u>	American Rescue Plan Act of 2021			0.00	-1,554,429.00	-1,554,429.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		-1,554,429.00	
Revenue Total:				0.00	-1,554,429.00	-1,554,429.00
Expense						
<u>230-0000-540000</u>	Capital Outlay			0.00	445,329.00	445,329.00
BA0000374	QTR 2 Adjustments per Resolution 22-002	GLPKT10165	02/04/2022		1,554,429.00	
BA0000382	#60120 - Interim WWTP Imp - Arther Western	GLPKT10451	03/03/2022		-869,900.00	
BA0000392	Interim WWTP Improvements ARPA Adjustme...	GLPKT10639	03/30/2022		-100,000.00	
BA0000402	22-004 Blower Rentals	GLPKT10781	03/03/2022		-139,200.00	
<u>230-0000-541000</u>	Cat 5.1 - Interim WWTP Improvements			0.00	969,900.00	969,900.00
BA0000382	#60120 - Interim WWTP Imp - Arther Western	GLPKT10451	03/03/2022		869,900.00	
BA0000392	Interim WWTP Improvements ARPA Adjustme...	GLPKT10639	03/30/2022		100,000.00	
<u>230-0000-543000</u>	Cat 5.1 - Two (2) Blower Lease			0.00	139,200.00	139,200.00
BA0000402	22-004 Blower Rentals	GLPKT10781	03/03/2022		139,200.00	
Expense Total:				0.00	1,554,429.00	1,554,429.00
Fund 230 Total:				0.00	0.00	0.00
Fund: 270 - TAX ALLOCATION DISTRICT F						
Revenue						
<u>270-0000-399900</u>	Budgeted Fund Balance			-5,095,519.00	-150,000.00	-5,245,519.00
BA0000388	TRG 2021 Increment Adjustment to Actual	GLPKT10576	03/23/2022		-150,000.00	
Revenue Total:				-5,095,519.00	-150,000.00	-5,245,519.00
Expense						
<u>270-0000-521201</u>	TAD - Professional Svs & Proj			0.00	150,000.00	150,000.00
BA0000388	TRG 2021 Increment Adjustment to Actual	GLPKT10576	03/23/2022		150,000.00	
Expense Total:				0.00	150,000.00	150,000.00
Fund 270 Total:				-5,095,519.00	0.00	-5,095,519.00
Fund: 320 - SPLOST FUND						
Expense						
<u>320-0000-541500</u>	VII -Water Sewer Infrastructure			0.00	-160,250.00	-160,250.00
BA0000391	Award of Capital Project Adjustment	GLPKT10629	03/29/2022		-160,250.00	
<u>320-0000-541600</u>	VII -Martin School Sanitary Sewer Replacement			0.00	160,250.00	160,250.00
BA0000391	Award of Capital Project Adjustment	GLPKT10629	03/29/2022		160,250.00	
Expense Total:				0.00	0.00	0.00
Fund 320 Total:				0.00	0.00	0.00

Budget Adjustment Report

For Date Range: 01/01/2022 - 03/31/2022

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 505 - WATER / SEWER FUND						
Expense						
505-4300-522200	S/ Repairs & Maintenance			100,000.00	-1,642.74	98,357.26
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-1,401.74	
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-241.00	
505-4300-523200	S/ Communications			5,520.00	1,401.74	6,921.74
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		1,401.74	
505-4300-523221	S/ Cell Phones			2,600.00	241.00	2,841.00
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		241.00	
505-4334-522200	L/S Repairs & Maint.			60,000.00	-9,150.00	50,850.00
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		-9,150.00	
505-4334-531210	L/S Water			6,000.00	9,150.00	15,150.00
BA0000372	Monthly Budget Adjustments Feb 2022	GLPKT10158	02/03/2022		9,150.00	
Expense Total:				174,120.00	0.00	174,120.00
Fund 505 Total:				174,120.00	0.00	174,120.00
Budget Code FY2022R Total:				-3,984,305.00	0.00	-3,984,305.00

Description**Fund Summary**

Description

Fund

Original Budget

Budget Adjustments

Current Budget

Budget Code: FY2022R - Revised Budget

Fiscal: FY2022

100	937,094.00	0.00	937,094.00
220	0.00	0.00	0.00
230	0.00	0.00	0.00
270	-5,095,519.00	0.00	-5,095,519.00
320	0.00	0.00	0.00
505	174,120.00	0.00	174,120.00
Budget Code FY2022R Total:	-3,984,305.00	0.00	-3,984,305.00

**ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

GENERAL FUND

GENERAL FUND

Notable adjustments within the departments, which did not affect the total budget, are as follows:

- Public Works:
 - Increase Salaries and Benefits in the amount of \$148,603 to adjust for new positions that were approved for FY2022.
 - Increase Legal Fees in the amount of \$6,500 due to several projects such as Mitchell Street and Antebellum.
- Code Enforcement & Abatement:
 - Increase of \$10,000 for additional needs with training new Code Enforcement employee.
 - Increase in Capital Purchase in the amount of \$7,368 for new vehicle for Code Enforcement employee.

Requested non-departmental adjustments are as follows:

- City Clerk:
 - Increase in several areas due to new employee in that role with required additional trainings. Areas include Health Insurance, FICA and Medicare, Cell Phone, Travel Expenses, Dues and Fees, Education and Training, and Small Equipment. Transfer funds to come from Fund Balance in the amount of \$5,680 to cover the remainder of the fiscal year.
- City Manager:
 - Increase in FICA and Medicare expenses. Transfer funds to come from Fund Balance in the amount of \$952 to cover the remainder of the fiscal year.
- Traffic Signal/AT&T:
 - Increase in Traffic Signal billed by AT&T due to increased monthly fees. Transfer funds to come from Fund Balance in the amount of \$2,700 to cover the remainder of the fiscal year.
- Depot & Community Room:
 - Increase in Depot Communications due to increase in elevator electricity fees.
 - Increase in Supplies and Materials due to increase in rentals. Transfer funds for both areas to come from Rent-Depot in the amount of \$4,100 to cover the remainder of the fiscal year.

**ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

SPECIAL REVENUE FUNDS

GRANTS FUND

Notable adjustments for the 3rd quarter are as follows:

- Recording of the First Responders Grant in the amount of \$19,377, which has been paid to the first responders.

No adjustments are needed for the quarter ending March 31, 2022.

AMERICAN RESCUE PLAN ACT OF 2021 FUND

No adjustments are needed for the quarter ending March 31, 2022.

TAX ALLOCATION DISTRICT FUND

No adjustments are needed for the quarter ending March 31, 2022.

HOTEL MOTEL TAX FUND

No adjustments are needed for the quarter ending March 31, 2022.

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

No adjustments are needed for the quarter ending March 31, 2022.

SPLOST VII CAPITAL PROJECTS FUND

No adjustments are needed for the quarter ending March 31, 2022.

LOCAL RESOURCES CAPITAL PROJECTS FUND

No adjustments are needed for the quarter ending March 31, 2022.

**ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS**

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

Notable adjustments within the departments, which did not affect the total budget, are as follows:

- Increase in L/S Water in the amount of \$9,150 during mid-year review to cover remainder of the fiscal year expenses.

Requested non-departmental adjustments are as follows:

- Increase in Well Buildings – Repairs/Maintenance due to the increases in costs of supplies required to repair and maintain the well buildings, as well as replacing a booster pump. Transfer funds to come from Retained Earnings in the amount of \$8,000 to cover the remainder of the fiscal year.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider May 5, 2022 City Council Meeting Minutes

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [May 5, 2022.pdf](#)



**City of Flowery Branch
City Council Meeting Minutes
Thursday, May 5, 2022, 6:00 P.M.
City of Flowery Branch City Hall
5410 W. Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Edward Asbridge called the council meeting to order at 6:00 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Alisha Gamble, Planning Director Rich Atkinson, Police Chief Chris Hulse, Public Works Director Bill Whidden, Water/Wastewater Director Jimmy Dean and City Attorney Ron Bennett.

Absent: Council Member Chris Mundy

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

PROCLAMATION: Fifty-Third Annual Professional Municipal Clerks Week

Mayor Asbridge presented a proclamation to City Clerk Shelia Cooper for the Fifty-Third Annual Professional Municipal Clerks Week.

UNFINISHED BUSINESS - WORK SESSION:

Consideration of Ordinance 660 - A request from Lights Ferry Partners, LLC, and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND)

City Planner Atkinson presented Ordinance 660, a request from Lights Ferry Partners, LLC, and Diego Fracasso to rezone 5908 Lights Ferry Road from residential, detached single-family low-density district (R1) to traditional neighborhood development district (TND). This request will subdivide into seven separate parcels to construct seven single family detached homes. The proposed finishes would include brick or stone water tables and accents, wood timber or decorative columns, lap siding, large porches with metal roofs, detached garages, exterior fireplaces, and cohesive fencing. There are two issues such as a flag lot and a detention pond.

There was a discussion regarding the flag lot and the detention pond and practical solutions and suggestions from Mayor and Council. There was a discussion regarding a water management system for each home to hold the water instead of having a detention pond. Mr. Edinger was called upon for his opinion about the water management system. There was also a discussion regarding fencing for the seven homes.

Consideration of Resolution 22-008: To Amend the Current ARPA Resolution to Indicate Revenue Replacement Selection

Finance Director Gamble presented Resolution 22-008 which is for the American Rescue Plan assignment of the standard allowance. The final rule modification presents the opportunity for selection of a standard allowance of up to \$10 million dollars that may be spent on government services during the period of performance as an alternative to the revenue replacement calculation. Council still has full control by vote of resolution to assign funds to projects. The previous elected projects will remain the same. This standard allowance selection helps ease the reporting requirements process for the City.

DEPARTMENT REPORTS:

Planning Department:

City Planner Atkinson reported that he is updating the Unified Development Code.

City Clerk Report:

City Clerk Cooper reported that this past Tuesday, April 28th kicked off our Yoga on the Lawn at City Hall. There were forty-eight attendees. Yoga on the Lawn will be every Tuesday during the month of May from 6:30 p.m. – 7:30 p.m. May 12th will start our summer Farmer's Market and will run weekly until September 29th. The Farmer's Market will be moving to Main Street and Railroad Avenue until the Farmer's Market Pavilion is completed.

Stacy Dickson from Lake Lanier Convention and Visitors Bureau gave an update on tourism development. She presented the proposed programs for next year with tourism market research study, new website with modern technology, new Hall County visitors guide, regional visitor information center in South Hall, social media audit and content management and enhanced public relations campaign.

There was a discussion regarding Short Term Vacation Rentals.

Council Report:

Council Member Anglin reported that he is glad to see the Block Parties coming back.

Mayor Report:

Mayor Asbridge announced that Tonya Parrish, City Manager received her credentials for ICMA and is now a credentialed manager which is achieved from a significant combination of education and local government leadership experience and has committed to continuing professional development.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 7:02 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 7:02 p.m.

PUBLIC COMMENTS:

Mark Webber, 6114 Stella Light Drive, Flowery Branch, GA 30542

Mr. Webber is concerned about traffic on Harbour Lights Drive.

CONSENT AGENDA:

- Consider April 21, 2022, City Council Meeting Minutes
- Consideration of Financial Policies Updates

There was a motion made to approve the consent agenda.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consideration of Ordinance 662 - A rezoning request submitted by Mr. Chris Herrington.

City Attorney Bennett read the caption to Ordinance 662.

There was a motion made to approve the First Reading of Ordinance 662.

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

Consideration of Resolution 22-006 - Amending the previously adopted fee schedule by establishing a fee for a microbrewery license.

City Attorney Bennett read the caption to Resolution 22-006.

There was a motion made to approve Resolution 22-006.

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

Consideration of Resolution 22-008: To Amend the Current ARPA Resolution to Indicate Revenue Replacement Selection

City Attorney Bennett read the caption to Resolution 22-008.

There was a motion made to approve Resolution 22-008.

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

EXECUTIVE SESSION:

There was a motion made to enter executive session at 7:11 p.m. for matters related to the acquisition/disposition of real estate and for matter related to pending or potential litigation.

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

There was a motion made to exit executive session at 8:34 p.m.

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

ADJOURNMENT:

There was a motion made to adjourn at 8:34 p.m.

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

Ed Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Second Reading of Ordinance 504B to amend the Alcoholic Beverage Ordinance to replace the City Clerk with the Police Chief

COUNCIL MEETING DATE: May 19, 2022

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:

I make a motion to approve Ordinance 504B to amend the Alcoholic Beverage Ordinance to replace City Clerk with Police Chief.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 504B.pdf](#)
- [Ordinance_504B_City_Clerk_to_Police_Chief.pdf](#)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance 504B

DATE: May 19, 2022

BUDGET INFORMATION:

**ANNUAL-
CAPITAL-**

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

() OTHER

COUNCIL ACTION REQUESTED ON:

PURPOSE: To amend Ordinance 504A to Ordinance 504B for the submittal, processing and completion of all Alcoholic Beverage License for new and renewal licenses.

HISTORY: The City has always had the owner of an establishment to submit all alcoholic beverage applications to the City Clerk for issuance of any alcoholic beverage license per Ordinance 504.

FACTS AND ISSUES: The change proposed is for the new and renewal alcoholic beverage applications be processed and completed by the police department and for the Chief of Police to sign and oversee all aspects of the Alcoholic Beverage License and Compliance. The owner will now submit an application to the police department, be fingerprinted and have a background check. The owner must have a registered agent that lives in Hall County and have a background check completed on the registered agent. All paperwork is processed and once in order, we bring to Mayor and Council for approval. Once approved by Mayor and Council, we submit all the documents to the State of Georgia Department of Revenue and they will approve or deny. Once we get the approval from the State of Georgia, we release the alcohol license to the owner.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the second reading of Alcoholic Beverage Ordinance 504B.

DEPARTMENT: Administration Prepared by: Shelia Cooper

First Reading: 4/21/2022
Second Reading: 5/19/2022

ORDINANCE NO. 504B

AN ORDINANCE TO AMENDING CHAPTER 8 – ALCOHOLIC BEVERAGES – OF THE CODE OF ORDINANCES FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE PURPOSE OF TRANSFERRING RESPONSIBILITY FOR LICENSING, REGULATION AND ENFORCEMENT FROM THE CITY CLERK TO THE POLICE CHIEF, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, ESTABLISHING AN EFFECTIVE DATE, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch is authorized by O.C.G.A. § 36-31-7 and by Section 1.4 of its Charter to license and regulate alcoholic beverages within its corporate limits.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

Section 1. All references to “city clerk” in Chapter 8 – Alcoholic Beverages – of the Code of Ordinances for the City of Flowery Branch, Georgia are hereby deleted and replaced with “police chief.”

Section 2. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. All ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of the conflict.

Section 4. This Ordinance shall be effective upon adoption by the City Council of the City of Flowery Branch, Georgia.

SO ORDAINED this 19th day of May 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Second Reading of Ordinance 662 - A rezoning request submitted by Mr. Chris Herrington.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

FACTS AND ISSUES:

A request from Chris Herrington to rezone 5321 Gainesville Street, a .36+/- acre of land also known as Tax Parcel Identification Number 08112 013005 from Residential, Detached Single-Family, Low-Density District (R-1) to Residential, Detached Single-Family, Moderate-Density District (R-2) with the intent to combine this parcel with 5321 Gainesville Street (applicants' primary residence) to construct an attached structure (garage/office).

A garage/office cannot be the primary structure on a property zoned R-1 so in order to complete the project the applicant must combine the two lots. Combining the two lots without rezoning the garage/office lot would create a confusing split zoned parcel. Combining the lots, both zoned R-2, and connecting the garage/office with the home creates a conforming use on a legal lot.

Condensed schedule:

April 21, 2022 – Public Hearing

May 5, 2022 – First Read and Initial Vote

May 19, 2022 – Second Read and Final Vote

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve the Second Reading of Ordinance 662.

SAMPLE MOTION:

I make a motion to approve the Final Reading of Ordinance 662.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

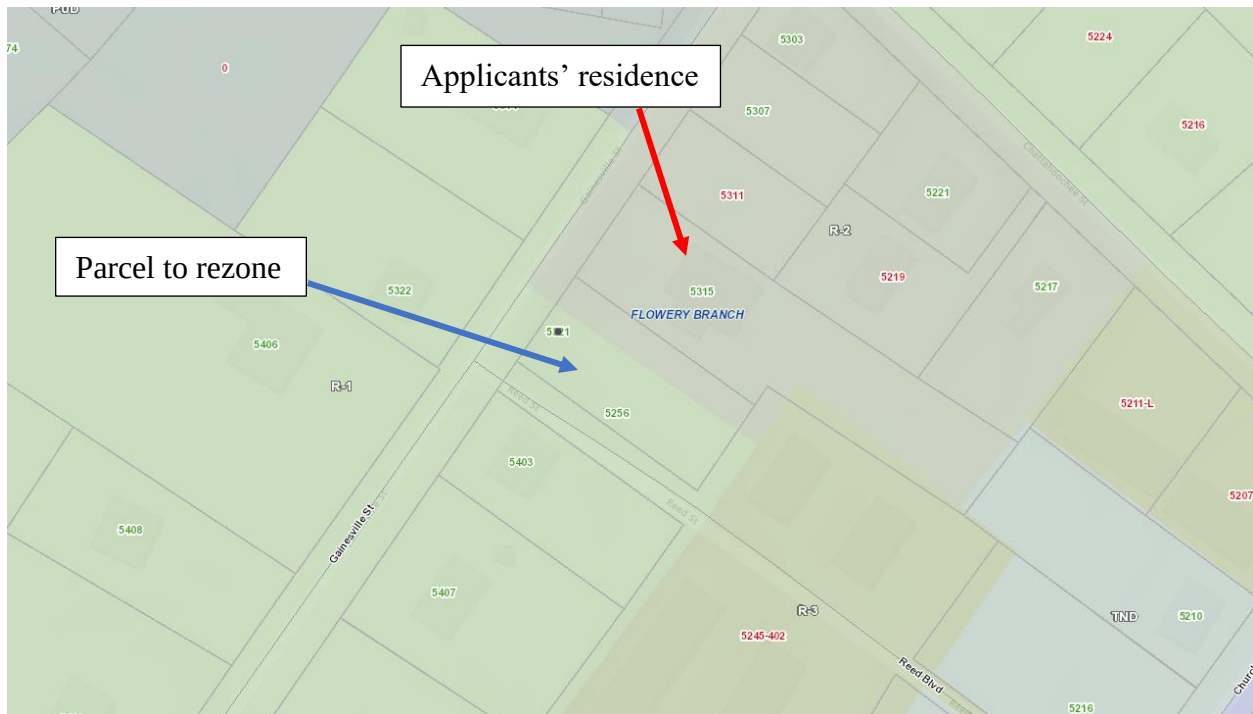
- [Staff Report Herrington.pdf](#)
- [Herrington Rezoning Ordinance 662.pdf](#)



**Staff Report
Herrington Rezoning Request
Ordinance 662**

Request

A request from Chris Herrington to rezone 5321 Gainesville Street, a .36+/- acre of land also known as tax parcel identification number 08112 013005 from Residential, Detached Single-Family, Low-Density District (R-1) to Residential, Detached Single-Family, Moderate-Density District (R-2) with the intent to combine this parcel with 5321 Gainesville Street (applicants' primary residence) to construct an attached structure (garage/office).





Proposed Schedule

April 21, 2022 – Public Hearing
May 5, 2022 – First Read and Initial Vote
May 19, 2022 – Second Read and Final Vote

Analysis

Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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



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 personal garage and office are appropriate.**
- (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.**
- (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 R-1 is economically feasible.**
- (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. **Yes.**
- (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. **Not to staff's knowledge, no.**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Currently vacant, the proposed use will fit in with the surrounding residential uses.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. **Staff does not have a specific number regarding property value.**
- (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.**
- (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 have no impact.**
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. **Little, to no, impact is expected.**



- (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. Does not impact the surrounding area.

Recommendation

Approve the request as submitted with the knowledge that it must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances, and regulations.



ORDINANCE 662

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A .36 +/- ACRE PARCEL OF REAL PROPERTY OWNED BY CHRIS HERRINGTON. IDENTIFIED AS 5321 GAINESVILLE STREET, TAX PARCEL NO. 08112 013005, AS SHOWN ON EXHIBIT “A”, AND AS DESCRIBED ON EXHIBIT “B”, FROM RESIDENTIAL, DETACHED SINGLE-FAMILY, LOW DENSITY (R-1) TO RESIDENTIAL, DETACHED SINGLE FAMILY, MODERATE-DENSITY DISTRICT (R-2) SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT “C”; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Chris Herrington owns the .36+/- acre parcel of land known as 5321 Gainesville Street, identified as Parcel Tax Identification No. 08112 013005, as shown on Exhibit “A” and as described on Exhibit “B”; and

WHEREAS, Chris Herrington submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned; and

WHEREAS, a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of April 21, 2022, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Residential, Detached Single-Family, Low Density (R-1) to Residential, Detached Single-Family, Moderate Density (R-2) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .36+/- acre parcel of land known as 5321 Gainesville Street, identified as Parcel Tax Identification No. 08112 013005, as shown on Exhibit “A”, and legally described in Exhibit “B”, is hereby rezoned from Residential, Detached Single-Family, Low Density (R-1) to Residential, Detached Single-Family, Moderate Density (R-2) subject to the conditions set forth on Exhibit “C”. Said Exhibits are incorporated by reference.

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.

Public Hearing Published 03/16/22
Public Hearing 04/21/22

First Reading 05/05/22
Adopted 05/19/22

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 19th, 2022.

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 May 2022.

Edward R. Asbridge, Mayor

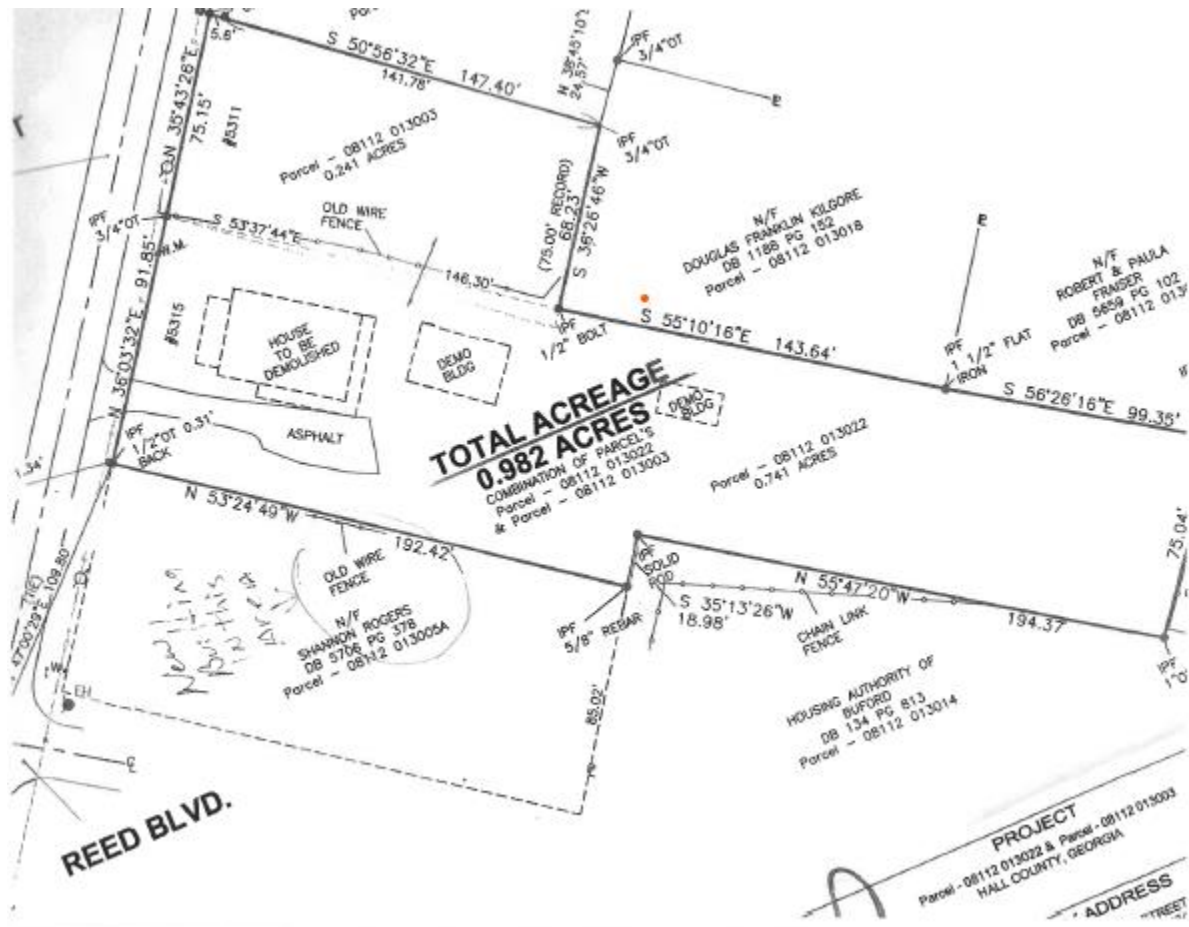
ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



Public Hearing Published 03/16/22
Public Hearing 04/21/22

First Reading 05/05/22
Adopted 05/19/22

Exhibit “B”

All that tract or parcel of land in the town of Flowery Branch, Hall County, Georgia and being shown on plat of survey for Carl N. Clark by Don William and Associated Land Surveyors dated September 17, 2002 and being more particularly described as follows: Commence at the intersection of the easterly right of way Reed Boulevard (formerly known as Lee Street) and the Southeasterly right of way of Gainesville Street, run thence North $34^{\circ}11'14''$ East a distance of 86.12 feet to iron pin set; run thence South $54^{\circ}56'55''$ East a distance of 205.99 feet to iron pin set; run thence South $34^{\circ}44'45''$ West a distance of 85.0 feet to an iron pin set; run thence North $55^{\circ}16'06''$ West a distance of 199.12 feet to an iron pit set and the True Point of Beginning.

Exhibit “C”

Approve the request as submitted with the knowledge that it must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances, and regulations.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The City has six (6) vehicles that are unusable and obsolete to be used as a police or city vehicle:

- 1) 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
- 2) 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
- 3) 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
- 4) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
- 5) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
- 6) 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXEH194646

FACTS AND ISSUES:

The City desires to surplus a total of six (6) vehicles and sell on govdeals.com.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve Resolution 22-011 to authorize the Mayor, City Clerk, and City Manager to transfer title and ownership of said vehicles to the highest and best bidder on govdeals.com.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary 22-011.pdf](#)
- [Resolution 22-011.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch.

DATE: May 19, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON:

PURPOSE: To sell and convey any real or personal property owned by the city in accordance with the provisions of O.C.G.A. §36-37-6.

HISTORY: The City has six (6) vehicles that are unusable and obsolete to be used as a police or city vehicle:

- 1) 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
 - 2) 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
 - 3) 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
 - 4) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
 - 5) 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
 - 6) 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXE194646
-
-

FACTS AND ISSUES: The City desires to surplus a total of six (6) vehicles and sell on govdeals.com.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-011 to authorize the Mayor, City Clerk, and City Manager to transfer title and ownership of said vehicles to the highest and best bidder on govdeals.com.

DEPARTMENT: Administration

Prepared by: Shelia Cooper

RESOLUTION NO. 22-011

**A RESOLUTION AUTHORIZING AND DIRECTING THE SALE OF CERTAIN
PROPERTY OWNED BY THE CITY OF FLOWERY BRANCH.**

WHEREAS, the City of Flowery Branch is authorized by O.C.G.A. § 36-35-3 and Art. VI, § 6.13 of the Charter of the City of Flowery Branch to sell and convey any real or personal property owned by the city in accordance with the provisions of O.C.G.A. §36-37-6.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Flowery Branch that the City of Flowery Branch sell the property identified on Exhibit “A,” which is attached hereto and incorporated by reference as if fully set forth herein, in accordance with the provisions of O.C.G.A. § 36-37-6.

SO RESOLVED this 19th day of May, 2022.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, JR., City Attorney

Exhibit A

1. 2006 Ford F-350 SD XL Super Cab Long Bed – VIN # 1FDWX36P66EB58281
2. 2008 Ford F-150 XL Triton LGT – VIN # 1FTRX14W48FA26276
3. 2009 Chevrolet Impala Police Car – VIN # 2G1WS57M391289850
4. 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E3XC1162704
5. 2012 Chevrolet Impala Police Car – VIN # 2G1WD5E30C1163506
6. 2014 Dodge Charger Police Car – VIN # 2C3CDXAGXEH194646



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Approval of Revize Web Services Sales Agreement

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The last major redesign of the City's website took place in 2017. Since 2017, much has changed in the architecture of content management system (CMS), as well as the level of expectations of services provided by local government websites.

FACTS AND ISSUES:

The City of Flowery Branch has approximately 9,500 residents and our City is a picturesque historic community located on beautiful Lake Lanier. Our historic downtown is being revitalized with streetscape improvements, updating the train depot, adding a new Main Street development with residential and retail spaces. Our population has grown 78% in the last 5 years and is continuing to grow. The new website will be easier for our citizens to navigate, more efficient for City staff to manage, and provide a wide variety of services to our citizens and outside vendors of Flowery Branch. Some of the goals of the new website are to improve citizen interaction by easing the navigation of the site.

OPTIONS:

Approve or Deny

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

Yes

AMOUNT AND SOURCE OF FUNDS:

14,800

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve awarding the City website design and replacement to Revize in the amount of \$14,800 for the initial design and a yearly maintenance cost of \$2,900.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Revize Web Services Sales Agreement.pdf](#)
- [Revize Web Services Sales Agreement.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Revize Web Services Sales Agreement

DATE: May 19, 2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL- \$14,800 year one

☐ **OTHER**

\$2,900 years two through four

COUNCIL ACTION REQUESTED ON: Awarding a contract to Revize for City website design and replacement.

PURPOSE: The purpose of the city website design and replacement project is to update the City of Flowery Branch's website with a new design and back-end website content management systems which will allow staff the ability to update forms and manage the website.

HISTORY: The last major redesign of City's website took place in 2017. Since 2017, much has changed in the area of content management systems (CMS), as well as the level of expectations of services provided by local government websites.

FACTS AND ISSUES: The City of Flowery Branch has approximately 9,500 residents and our City is a picturesque historic community located on beautiful Lake Lanier. Our historic downtown is being revitalized with a Farmer's Market space, streetscape improvements, train depot renovations, and a new main street development with residential and retail space. Our population has grown 78% in the last 5 years and is continuing to grow.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the Revize Web Services Sales Agreement, amount of \$14,800 for the initial design and an annual cost of \$2,900 for years two through four.

DEPARTMENT: Administration

Prepared by: Shelia Cooper

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Flowery Branch, Georgia ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 5-11-2022

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Flowery Branch</u>	Revize Software Systems
Company Address:	<u>5410 Pine Street PO Box 757</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Flowery Branch, GA 30542</u>	Troy, MI 48084
Contact Name:	<u>Renee Carden 770.967.6371</u>	248-269-9263
Billing Dept. Contact:	<u>Renee@flowerybranchga.org</u>	
CLIENT Website Address:	<u>www.flowerybranchga.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: 1 mockup with Unlimited rounds of changes - Home page template and inner page design and layout. - Includes Responsive Web Design	\$2,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	\$3,300.00
1	Phase 5 – Quality Assurance Testing & Accessibility, onetime fee:	\$1,900.00
1	Phase 6 – Sitemap Development and Content Migration, onetime fee: Sitemap development and content migration from old website including spell checking and style corrections – Migration up to 700 webpages and documents	\$2,800.00
1	Phase 7 –Content Editing Training, onetime fee:	\$900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$2,900.00
1	Grand Total First Year	\$14,800.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 11,100.00	5/31/2022	75% 1 st Year Project Costs
\$ 3,700.00	8/31/2022	25% 1 st Year Project Costs
\$ 2,900.00	5/31/2023	Year 2 of Annual Hosting & Maintenance
\$ 2,900.00	5/31/2024	Year 3 of Annual Hosting & Maintenance
\$ 2,900.00	5/31/2025	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of Second Reading of Ordinance 660 - A request from Lights Ferry Partners, LLC and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND)

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

This is the second and final read of ordinance 660.

FACTS AND ISSUES:

A request from Lights Ferry Partners, LLC and Diego Fracasso to rezone 5908 Lights Ferry Road a 1.92+/- acre of land also known as tax parcel identification number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND) with the intent to subdivide, develop, and construct seven (7) detached single family homes.

This request is in compliance with the Flowery Branch Comprehensive Plan. The request, if approved, shall meet the requirements set forth in the Flowery Branch Zoning Ordinance including, but not limited to, Articles 7 and 12. Article 7 is the "Traditional Neighborhood Development District" and Article 12 is the newly updated "Requirements for Specific Residential Principal Buildings and Uses".

Staff recommends approval.

Proposed Schedule

March 3, 2022 – Public Hearing

April 21, 2022 – First Read and Vote

May 5, 2022 - Work Session (if requested)

May 19, 2022 – Second Read and Final Vote

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve Ordinance 660 .

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Stormwater Pond Information.pdf](#)
- [Staff Report Lights Ferry.pdf](#)
- [Lights Ferry Rezoning Ordinance 660.pdf](#)

Dry Detention Pond Flow Graphic



From Nashville.Gov



Dry Detention Pond Properly Maintained





See the Conceptual Site Plan for the proposed Lights Ferry Development. The detention pond shown is rough sized and graded for the appropriate drainage basin for the site. The pond is 5.0' from the top of the dam (1147.5') to the bottom of pond (1142.5') with a 3 to 1 slope. It will need to have an outlet control structure installed but will be designed as a dry pond. The pond will need to be grassed and landscaped and may or may not need a fence depending on city regulations.



From: [Rich Edinger](#)
Sent: Monday, March 21, 2022 2:42 PM
To: [Richard Atkinson](#)
Subject: RE: 5908 Lights Ferry Rd.

Rich,

Be aware, they may have to do runoff reduction, which might not then require an extended detention pond.

Rich

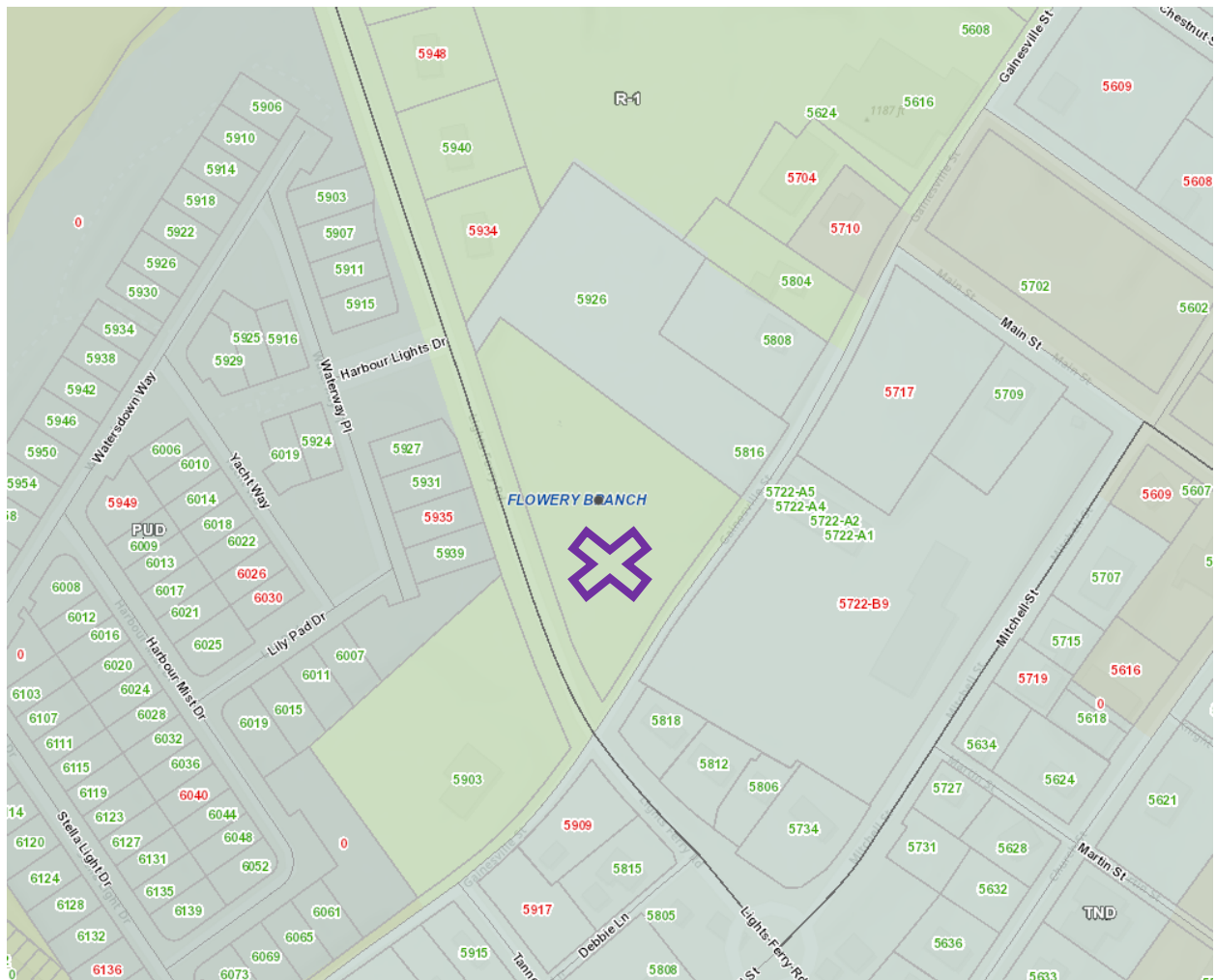


Richard J. Edinger, Jr., P.E., CFM | Vice President
Direct: 678.318.1062 | Mobile: 770.337.2515
ARCHITECTURE. ENGINEERING. PLANNING.
CPLteam.com

Staff Report
Lights Ferry Partners, LLC. Rezoning Request
Ordinance 660

Request

A request from Lights Ferry Partners, LLC. and Diego Fracasso to rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as tax parcel identification number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND) with the intent to subdivide, develop, and construct seven (7) detached single family homes.



Proposed Layout



Applicant did not supply elevations. Applicant must meet the architectural and design requirements set forth in Article 7, "Traditional Neighborhood Development District" (see attached Exhibit "A"), and of Article 12, "Requirements for Specific Residential Principal Buildings and Uses" (see attached Exhibit "B"), of the Flowery Branch zoning ordinance. Additionally, the applicant has supplied examples of proposed housing styles (shown below and as part of attached Exhibit "C").





Proposed Schedule

March 3, 2022 – Public Hearing
April 7, 2022 – Work Session (if requested)
April 21, 2022 – First Read and Vote
May 5, 2022 - Work Session (if requested)
May 19, 2022 – Second Read and Final Vote

Comprehensive Plan



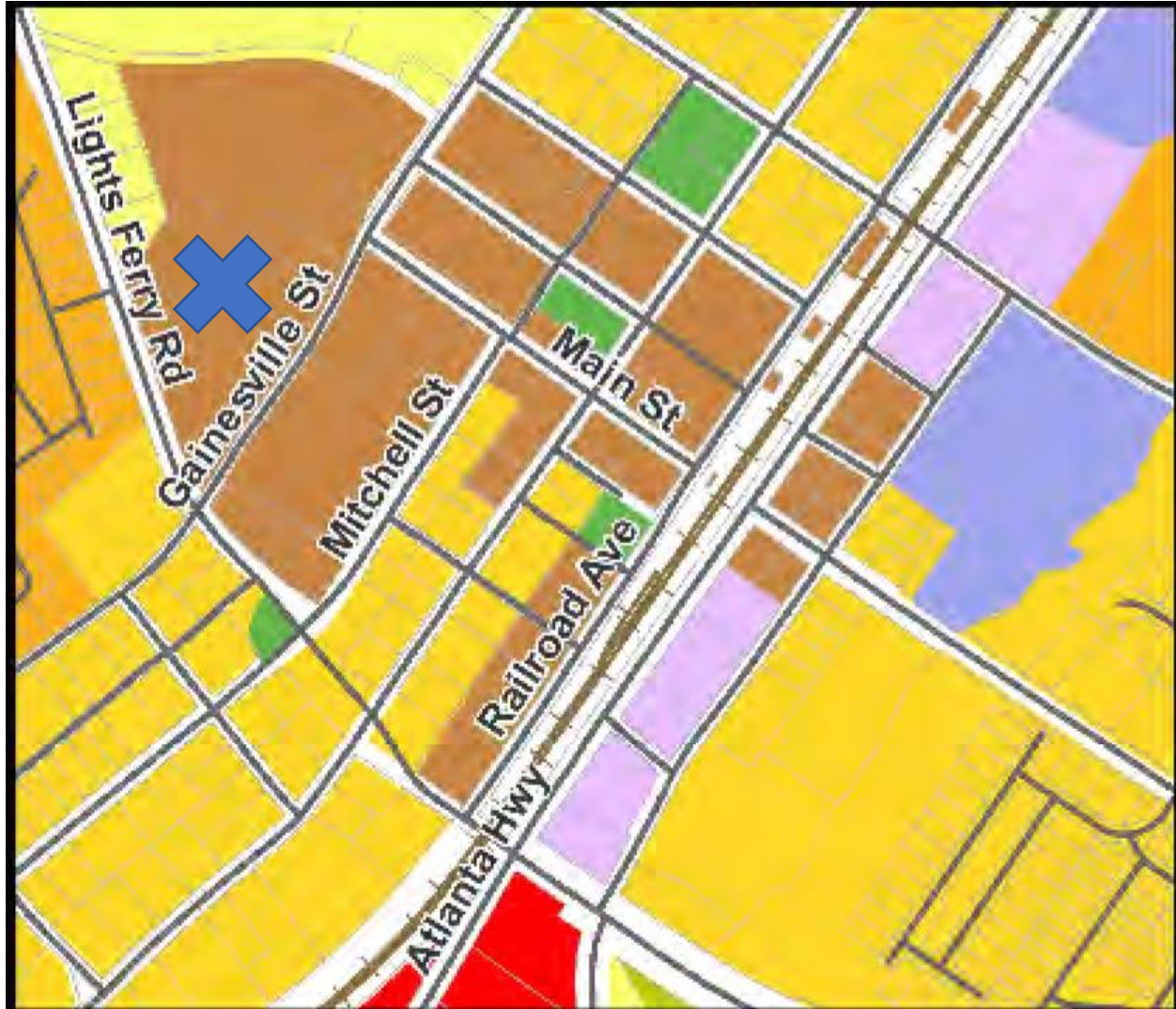
Purpose of the Comprehensive Plan

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

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

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

Old Town Character Area



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



The proposed rezoning and project meet the intent of the Comprehensive Plan.

Analysis

Flower 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.**
- (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 R-1 is economically feasible.**
- (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. **Yes.**
- (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. **Not to staff's knowledge, no.**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Currently vacant, the proposed use will fit in with the surrounding residential uses.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. **Staff does not have a specific number regarding property value but please review applicant's response as part of attached "Exhibit C".**

- (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. The overall layout of the project is not consistent with TND standards however, the homes themselves will be in compliance.

Recommendation

Approve the request as submitted with the knowledge that it must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances, and regulations.

Additionally, the following conditions shall apply:

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



2. Stormwater detention shall be underground. If a dry pond is necessary, applicant shall come back before the Mayor and City Council to explain why such action is required.
3. Elevations shall be submitted and approved by the City of Flowery Branch prior to the issuance of a land disturbance permit. Said elevations shall meet all requirements of the City of Flowery Branch zoning ordinance.
4. A homeowner's association shall be created for the project and said organization shall be responsible for the maintenance and upkeep of any on site detention facilities. Homeowners'

association shall also limit the number of homes allowed to be used as a for rent residence to one (1).

5. Covenants shall be reviewed and approved by city staff prior to the issuance of any building permits.

Exhibit "A"

ARTICLE 7

TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT

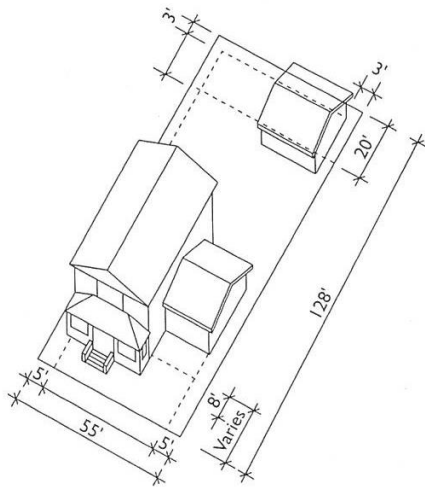
- Sec. 7.1. Purpose and Description.
- Sec. 7.2. Character.
- Sec. 7.3. Permitted and Conditional Uses.
- Sec. 7.4. Dimensional Requirements.
- Sec. 7.5. Additional Development Requirements.

Sec. 7.1. Purpose and Description.

This zoning district is intended to provide for neighborhoods that are designed according to the principles of "new urbanism" with a grid or modified-grid street network, pedestrian scale and orientation, shallow front yards, relatively narrow local streets planted with shade trees and provided with wide sidewalks, and with automobile garages located to the rear or side of residential lots. TND districts are further distinguished from conventional suburban subdivision developments in their provision of public greens or common areas, when new neighborhoods are created.

Sec. 7.2. Character.

Development within this district consists mostly of residential neighborhoods in a rectangular or square block, lot, and street pattern.



Source: Kindell, Peter J., "Building Types," p. 189 in *Planning and Urban Design Standards*. Hoboken, NJ: John Wiley & Sons, 2006)



Source: Hill, John, W. Design Characteristics of Maryland's Traditional Communities, Figure 4, p. 5.1-2 in *Time Saver Standards for Urban Design* (New York: McGraw-Hill, 2003)

Consistent: Dwelling contains front porch and is located close to street. Minimal side yard setbacks. Garage is detached and located at rear of lot.

Consistent: TND Street View – the original settlement pattern sets the character and establishes building themes that should be continued, including location of buildings close to the street and porches on the front of dwellings.



Source: Nashville, Tennessee, Metro Planning Department. 31st Avenue/Long Boulevard Urban Design Overlay. Adopted 3/16/04. Attachment to Ordinance No. BL 2004-151.

Sec. 7.3. Permitted and Conditional Uses.

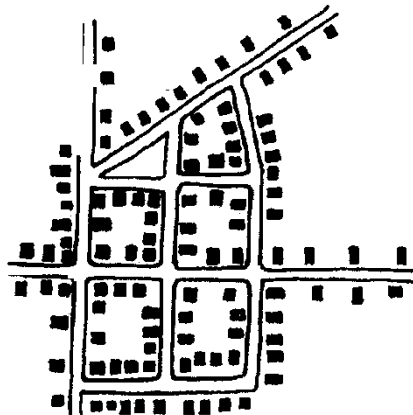
Permitted and conditional uses shall be as provided in Table 7.1, “Permitted and Special Uses in Traditional Neighborhood Development Districts.”

Sec. 7.4. Dimensional Requirements.

Dimensional requirements shall be as provided in Table 7.2, “Dimensional Requirements in Traditional Neighborhood Development Districts.”

Sec. 7.5. Additional Development Requirements.

- (a) Maximum Block Width and Block Length. When a new subdivision is created within this district, the lots shall be designed in a grid-like pattern of blocks and interconnecting streets, where no new block created shall have a length or width exceeding 800 feet in length without an alley or intervening (mid-block) pedestrian footpaths.



Source: Arendt, Randall. 1999. *Crossroads, Hamlet, Village, Town: Design Characteristics of Traditional Neighborhoods, Old and New*. PAS Report No. 487/488, Figure 90, p. 58. Chicago: American Planning Association.

- (b) Front Porches. Any new, detached dwelling shall have a front porch no less than sixteen feet in width as measured along the street frontage and no less than six feet in depth.
- (c) On-site Parking. A two-car garage or carport located in the rear or side yard is required.

Table 7.1
Permitted and Conditional Uses in
Traditional Neighborhood Development Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	TND
Accessory apartment, attached	C
Accessory apartment, detached, above a garage in rear yard	P
Accessory building, structure, or use	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	X
Adaptive reuse of a detached single-family dwelling for a club or lodge, nonprofit, sponsored by a civic or similar organization	C
Club or lodge, nonprofit, sponsored by a civic or similar organization, other than adaptive reuse of a detached single-family dwelling (Ord. 348-11)	C
Community recreation	P
Conservation areas and passive recreational facilities	P
Dwelling, single-family detached, fee-simple	P
Dwellings, single-family detached, condominium	P
Dwelling, townhouse (single-family attached, fee-simple)	P
Dwelling, two-family (duplex)	X
Dwelling, multi-family (apartment, attached residential condominium)	X
Dwelling, located within a building containing a nonresidential principal use	C
Garden, non-commercial, accessory to single-family detached dwelling	P
Greenhouse, non-commercial, accessory to single-family detached dwelling	P
Guest house (accessory building/use)	P
Home occupation, including family day care home	P
Institutional residential living and care facility, serving no more than 17 persons	X
Live/work unit	C
Mixed use development, within a detached single-family dwelling (adaptive reuse)	C
Office, within a detached single-family dwelling (adaptive reuse)	P
Office, other than adaptive reuse of a detached single-family dwelling	C
Personal service establishment, within a detached single-family dwelling only (adaptive reuse)	C
Retail trade establishment, enclosed within a detached single-family dwelling only (adaptive reuse)	C
Public or semi-public use	P
School, private, elementary, middle, or high	C
School, public	P
School, special	C
Temporary use	P
Zero lot line housing	P

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

Requirement (measurement unit)	TND
Maximum height (feet)	30
Maximum height (number of stories)	3
Maximum density (units per acre)	6.5
Minimum lot size for detached single-family dwelling (square feet)	6,700
Minimum lot size for other uses (square feet)	5,000
Minimum lot width (feet)	40
Minimum lot depth (feet)	80
Minimum heated floor area per dwelling unit (square feet)	1,200
Minimum front yard setback from lot line (feet)	0
Minimum side setback, interior lot line or corner lot, all principal buildings (feet)	5
Minimum rear setback, all principal buildings (feet)	25
Rear setback for an accessory building when abutting an alley	None
Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)	15
Maximum coverage of impervious surface (percent of lot)	35
Minimum landscaped open space, all principal uses except detached, single-family residential lots and townhomes (percent)	20

Exhibit “B”

ARTICLE 12. - REQUIREMENTS FOR SPECIFIC RESIDENTIAL PRINCIPAL BUILDINGS AND USES

Sec. 12.1. - Commercial Recreation Facility.

Within a residential subdivision or multiple-family residential development, community recreation facilities as defined by this Zoning Ordinance must be platted when a part of a subdivision or part of the site plan approval for a multiple-family residential development. Community recreation facilities shall be subject to the following requirements:

- (a) *Exterior lighting.* If lighted, exterior lighting shall require a lighting plan to be submitted and approved prior to installation. See Article 23 of this Zoning Ordinance.
- (b) *Swimming Pools and Tennis Courts.* Swimming pools and tennis courts shall be setback a minimum of twenty-five (25) feet from all property lines of the tract of land devoted to community recreation, with a minimum ten (10) foot wide landscape strip along all property lines of said tract. See Article 19 of this Zoning Ordinance for landscape strip specifications.
- (c) *Buildings.* Buildings (excluding accessory structures) shall be setback a minimum of twenty-five (25) feet from the property line of the tract. If outdoor patios or decks are provided, they shall be located no closer than twenty-five (25) feet from the property line of the tract and a minimum ten (10) foot wide landscape strip shall be provided between said outdoor patio or deck and the property line or boundary of said tract. See Article 19 of this Zoning Ordinance for landscape strip specifications.
- (d) *Parking.* Parking shall be provided per the requirements of Article 21 of this Zoning Ordinance.



Sec. 12.2. - Model Home.

A dwelling unit may be constructed and used as a model home or temporary office for the sale of lots under the following conditions:

- (a) *Time of Construction.* The model home is typically constructed before approval of a final plat, and hence the model home is the principal use of the entire unsubdivided parcel until the final plat is approved.
- (b) *Location on a Lot.* The model home shall be placed on a lot designated on the approved preliminary plat and shall be placed in a manner that meets the applicable zoning district dimensional requirements so that it complies at the time it is erected and when it is sold and/or converted for single-family residential use.
- (c) *Sales.* Sales shall be limited to the lots and buildings within the subdivision where the model home is located.
- (d) *Certain Buildings Prohibited.* A manufactured home or portable building shall not be used as a model home or temporary sales office.
- (e) *Duration and Discontinuance.* The use of the model home for a sales office shall be discontinued within 30 days after Certificates of Occupancy have been issued on 90 percent of the lots in the subdivision.
- (f) *Parking and Accessibility.* The model home shall comply with off-street parking and applicable accessibility standards.

Sec. 12.3. - Multi-family Development.

- (a) *Condominiums.* If a condominium form of ownership is proposed, the development shall meet all current applicable state laws including the Georgia Condominium Act (O.C.G.A. § 44-3-70 et seq.). Proposed bylaws and the articles of incorporation for the condominium association shall be submitted with the application for development approval.
- (b) *Laundry facilities.* On-site accessory laundry facilities are permitted accessory uses for developments with 25 or more units.
- (c) *Setbacks.* Buildings within multi-family developments shall be subject to the setbacks for the entire lot as established in applicable zoning district dimensional requirements. There shall be no requirements for setbacks from private driveways within the multi-family development, except as may be determined by the Zoning Administrator to be essential to meet building or accessibility codes, to meet sight accessibility requirements for motorists and pedestrians, or other essential public safety considerations during the site plan review process.
- (d) *Site Plan Approval.* Site plan approval by the Zoning Administrator shall be required. The Zoning Administrator may place conditions of development approval on any multiple-family site plan approval, which such conditions are specifically related to compliance with a requirement of this Zoning Ordinance or other applicable regulation. Furthermore, reasonable conditions may be placed on the development through site plan approval by the Zoning Administrator in order to (1) ensure compliance with design and development standards specified in this Zoning Ordinance for said use or (2) ensure consistency with development guidelines or policies of the comprehensive plan.
- (e) *Design Standards.* See Section 10.7 of this Zoning Ordinance.



Sec. 12.4. - Relocated Residence.

A relocation permit is required to relocate a residential structure, whether it is to be moved out of or into the city limits. The relocation permit is not a building permit for the placement of the structure at a new location. The applicant shall include the following with the application for the relocation permit:

- (a) *Picture.* A photograph of the structure at its present location.
- (b) *Existing Location.* The current location (address and tax parcel number) where the structure is now located.
- (c) *Proposed Location in City.* If the structure is to be relocated inside the city limits, the proposed location (address and tax parcel number) of the structure. To ensure compliance with the applicable zoning district dimensional requirements, when the relocated residential structure is proposed to be located within the city limits, the Zoning Administrator shall require submission of the proposed location (address and tax parcel number) and a copy of the recorded plat of the lot on which the structure will be placed (if none exists the applicant shall be required to comply with subdivision requirements of the city's Subdivision and Land Development Ordinance).
- (d) *Floor Area.* The total heated floor area of the existing structure and, if to be located within the city, the renovated structure.
- (e) *Building Permit.* A building permit shall be required.
- (f) *Exterior Improvements.* All exterior improvements to the structure once relocated shall be completed within six months of relocation.
- (g) *Historic Preservation.* If located or proposed to be located within a historic district as recognized in this Zoning Ordinance or other historic preservation ordinance of the city, there must be a copy of the approved Certificate of Appropriateness from the Historic Preservation Commission prior to relocating the residential structure.
- (h) *Inspection.* The Zoning Administrator shall inspect or arrange for the inspection of the structure for compliance with the minimum standards of the zoning district proposed for location and other applicable regulations and codes.

Sec. 12.5. - Subdivision Entrance Monuments.

No subdivision entrance monument shall be permitted to be erected unless it meets the following requirements:

- (a) *Design.* The subdivision entrance monument and the landscape surrounding the monument shall be designed by a registered landscape architect.
- (b) *Design Review.* Design plan review and approval is required. See Article 40 of this zoning ordinance.

Sec. 12.6. - Townhouses.

In zoning districts where permitted, fee-simple townhouses shall meet the following requirements:

- (a) *Lot Frontage and Lot Width.* Each platted lot shall have a minimum of twenty (20) feet of frontage on a public street or private road that meets public street standards, and each lot shall have a minimum lot width of twenty (20) feet.
- (b) *Lot Size.* The minimum size of a lot for each fee-simple townhouse lot (i.e., the extent of land owned by the owner of the unit) shall be 2,000 square feet in lot area.



- (c) *Front Building Setbacks.* There shall be a minimum twenty (20) foot front setback from any perimeter boundary of the fee-simple townhouse subdivision and a 30-foot front setback from any public or private street exterior to or within the subdivision.
- (d) *Side Setbacks and Zero Lot Line.* Zero lot line between units within the same building shall be permitted, subject to applicable fire and building codes.
- (e) *Rear Setbacks.* There shall be a minimum twenty (20) foot rear setback from townhouse lot boundaries for all buildings and structures, except when the rear property line abuts an alley, in which case no setback shall be required.
- (f) *Building Separation.* There shall be a minimum building separation of twenty (20) feet between townhouse buildings.
- (g) *Building Unit Offsets.* To avoid a monotonous appearance, for any given building, no more than six (6) units may have common walls. Any building containing more than three (3) units with common walls must have the front façade, rear façade, and the roof of each attached unit distinct from the other through separation, staggering, or offsets in design. A minimum of two (2) exterior colors shall be used on buildings containing up to four (4) units, and a minimum of three (3) exterior colors shall be used on buildings containing five (5) or six (6) units; however, when all exteriors are unpainted brick, they shall not be required to vary in color. See also Sec. 12.6.(k)1.
- (h) *Rear Access.* Townhouse developments shall be designed to provide proper access to all dwelling units for firefighting purposes, as may be determined by applicable codes. Rear access, if required for firefighting purposes or by Subsection (n) below, shall be accomplished by alleys.
- (i) *Parking.* Two enclosed parking spaces minimum per unit shall be provided.
- (j) *Subdivision Plat Approval.* Each townhouse development or phase thereof shall require preliminary and final subdivision plat approval in accordance the City of Flowery Branch Subdivision and Land Development Ordinance.
- (k) *Wall Finishes.*

1. Exterior wall finish materials (excluding foundations, trim, windows and doors) shall be limited to: real brick (full-depth or thin brick), unpainted natural stone, unpainted cast stone, true three-coat cement stucco, natural wood or cementitious siding including lap siding and board and batten; and wood or cementitious shakes and shingles. A horizontal accent strip (i.e., band board or belly board / band) shall be used when there is a change in material. Each dwelling unit is limited to two of the allowed wall finishes listed in this subsection and one paint color. Adjoining or adjacent units shall not be the same exterior color.

The following are illustrative examples of wall finishes that **DO NOT** meet the requirements of this section:





b. False windows may count toward the transparency requirement where they are similar in size, shape, and materials to other windows on that building and consist of trim with closed shutters that have the appearance of a shuttered window or windows. A single louvered panel with trim may also count toward this requirement. False windows shall not be allowed to count toward this requirement unless shutters adjacent to a true window or windows are also provided on another exterior wall.

- (l) *Foundation Walls.* Exposed foundation walls must be faced in real brick or real stone to the level of the first finished floor when there is a basement or at least 24 inches above grade for the entire perimeter wall when the building has a slab on grade. Faux brick or stone foundation panels are prohibited.

The following are illustrative examples of foundation walls that **DO NOT** meet the requirements of this section:



Foundation wall missing / insufficient height on the side



Foundation wall is only located on the front façade

- (m) *Roof Materials.* Pitched roofs shall be finished in either architectural shingles or standing seam metal roofs.

- (n) *Garage Placement and Materials.*

1. Where townhouse developments abut public streets, lots fronting onto these streets shall address garage placement as follows: the front façade of the townhouse shall face the public street, and garages shall be rear loaded.

2. Where front-loaded garages are allowed, garage doors shall be carriage-style (both the door style/paneling as well as the hardware) and may either:

a. Recess at least one foot behind the front wall plane of the dwelling unit and the front entrance. When the garage door is recessed less than one foot, there shall be required a garage eyebrow treatment (trellis, pergola, roof, or a second-story architectural feature) that extends at least one foot beyond the garage face.

b. Project beyond the front wall plane and the front entrance upon providing a garage eyebrow treatment (trellis, pergola, roof, or second-story architectural feature) that extends at least one foot beyond the garage face, as well as decorative lighting that is mounted above or to the sides of the garage door.



3, All front-loaded garages shall be finished in real brick or real stone. The finish shall cover the entire façade of a projecting garage. When garage doors are recessed in accordance with Sec.(n) 2.a. above, the façade of the ground floor shall be finished in the required material(s).

4. Single-story detached garages that meet the requirements of subsections (k), (l) and (m) above and are placed to the rear of the building(s) are allowed in lieu of attached garages.

The following are illustrative examples of garage treatments that **DO NOT** meet the requirements of this section:



Brick or stone is only partially used or is not used at all as the required exterior finish, and carriage-style garage doors are not used. In addition, required elements over the projecting garages (left and middle examples) are missing.

(o) *Private Open Space.* Private, usable open space, such as balconies, patios, decks, etc. shall be provided contiguous to each dwelling unit. The area of such open space for each dwelling unit shall not be less than 10% of the floor area of the unit served.

1. Each dwelling unit with a rear-loaded garage shall provide a usable covered porch that runs the entire width of the front façade. The porch shall be at least 6 feet deep (not including steps, if applicable).

2. Rear patios, decks and porches shall be covered with a roof, pergola, or projecting architectural feature that is designed with materials to match the façade and/or trim of the building.

(p) *Residential Driveway Length.* Townhouses are required to have a minimum driveway length of twenty-three (23) feet as measured from the back of sidewalk or back of curb, as applicable.

(p) *Design Review.* See Article 40.

Sec. 12.7. – Single-Family Detached Dwellings.

Detached single-family dwellings shall meet the following requirements.

(a) *Wall Finishes.*

1. See Sec. 12.6.(k)1.

2. Facades facing a side yard shall meet the following requirements:

a. Each applicable façade shall have: a minimum of 5% transparency (defined as the minimum percentage of windows and doors that must cover a ground or upper story façade) of the total wall area; and, a maximum of 20 feet of blank wall area (defined as the portion of the exterior façade of a building that does not include windows or doors;



pilasters or other articulation greater than 12 inches in depth; or a substantial change in material) in either a vertical or horizontal direction.

- b. False windows may count toward the transparency requirement where they are similar in size, shape, and materials to other windows on that building and consist of trim with closed shutters that have the appearance of a shuttered window or windows. A single louvered panel with trim may also count toward this requirement. False windows shall not be allowed to count toward this requirement unless shutters adjacent to a true window or windows are also provided on another exterior wall.
 - c. Walls that are fully finished in brick shall be exempt from the transparency requirement in Subsection a. above.
3. Facades facing a rear yard shall meet the following requirements:
- a. Sec. 12.7.(a) 2. shall apply to rear facades that are visible from a public street.
 - b. Rear patios, decks and porches shall be covered with a roof, pergola, or projecting architectural feature that is designed with materials to match the façade and/or trim of the building.
- (b) *Entrance Features.*
- 1. The primary entrance to a residence must be emphasized through the use of an unenclosed roofed porch, veranda or terrace that is a minimum of: six (6) feet deep (not including the steps); and 40% of the width of the front façade or 11 feet, whichever is greater.
 - 2. A stoop or gable may be used in lieu of a porch, veranda or terrace when the front façade finish is brick. A stoop shall not be more than six (6) feet deep (not including the steps) and cannot be fully enclosed.
 - 3. Entry steps shall have enclosed risers.
 - 4. Columns shall be a minimum width of eight (8) inches and shall be wood or durable material that resembles wood from top to bottom or atop stone or masonry bases.
- (c) *Foundation and Roof materials.* See Sections 12.6 (l) and (m).
- (d) *Garage Placement and Materials.*
- 1. Where detached single-family developments abut public streets, lots fronting onto these streets shall address garage placement as follows: the front façade of the dwelling shall face the public street, and garages shall be rear loaded. This requirement shall not apply when homes are oriented such that the side yards front the public street.
 - 2. For single-family detached dwellings with attached front-loaded garages, garage doors shall not project more than eight (8) feet from the front wall plane and front entrance. Any projecting garage shall not prevent the requirement of Sec. 12.7.(b)1 being met.
 - 3. Projecting front-loaded garages shall have a garage eyebrow treatment (trellis, pergola, roof, or second-story architectural feature) that extends at least one foot beyond the garage face, as well as decorative lighting above or to the sides of the garage. The gable (if applicable) above the garage door shall not be blank and shall include window(s) and decorative lighting. Additional gable treatments options include a gable vent and a change in material.
 - 4. All front-loaded garages shall be finished in real brick or real stone. The finish shall cover the façade of the projecting garage wall but is not required to be used on the gable (if applicable)



above the required garage eyebrow treatment. When a garage does not project, the façade of the ground floor garage shall be finished in the required material(s).

5. Garage doors shall be carriage-style (both the door style/paneling and hardware).

The following are illustrative examples of garage treatments that **DO NOT** meet the requirements of this section:



Missing elements: full required extent of brick or stone finish, “eyebrow” treatment above the garage, and gable features (left and middle photos); brick or stone finish, carriage style door and front porch (photo at right). A carriage-style garage door is also not used in the photo at left.

(e) Residential Driveway Length. See Sec. 20.11.(c).

(f) Design Review. See Article 40.

ORDINANCE 660

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 1.92 +/- ACRE PARCEL OF REAL PROPERTY OWNED BY LIGHTS FERRY PARTNERS, LLC. IDENTIFIED AS 5908 LIGHTS FERRY ROAD, TAX PARCEL NO. 08112 027019, AS SHOWN ON EXHIBIT “A”, AND AS DESCRIBED ON EXHIBIT “B”, FROM RESIDENTIAL, DETACHED SINGLE-FAMILY, LOW DENSITY (R-1) TO TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND) SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT “C”; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Lights Ferry Partners, LLC. owns the 1.92 +/- acre parcel of land known as 5908 Lights Ferry Road, identified as Parcel Tax Identification No. 08112 027019, as shown on Exhibit “A” and as described on Exhibit “B”; and

WHEREAS, Lights Ferry Partners, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned; and

WHEREAS, a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 3, 2022, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Residential, Detached Single-Family, Low Density (R-1) to Traditional Neighborhood Development District (TND) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

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

SECTION 2. REZONING.

The .1.92 +/- acre parcel of land known as 5908 Lights Ferry Road, identified as Parcel Tax Identification No.08112 027019 as shown on Exhibit “A”, and legally described in Exhibit “B”, is hereby rezoned from Residential, Detached Single-Family, Low Density (R-1) to Traditional Neighborhood Development District (TND) subject to the conditions set forth on Exhibit “C”. Said Exhibits are incorporated by reference.

ss

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.

Public Hearing Published 02/02/22
Public Hearing 03/03/22

First Reading 04/21/22
Adopted 05/19/22

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 19th, 2022.

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 May 2022.

Edward R. Asbridge, Mayor

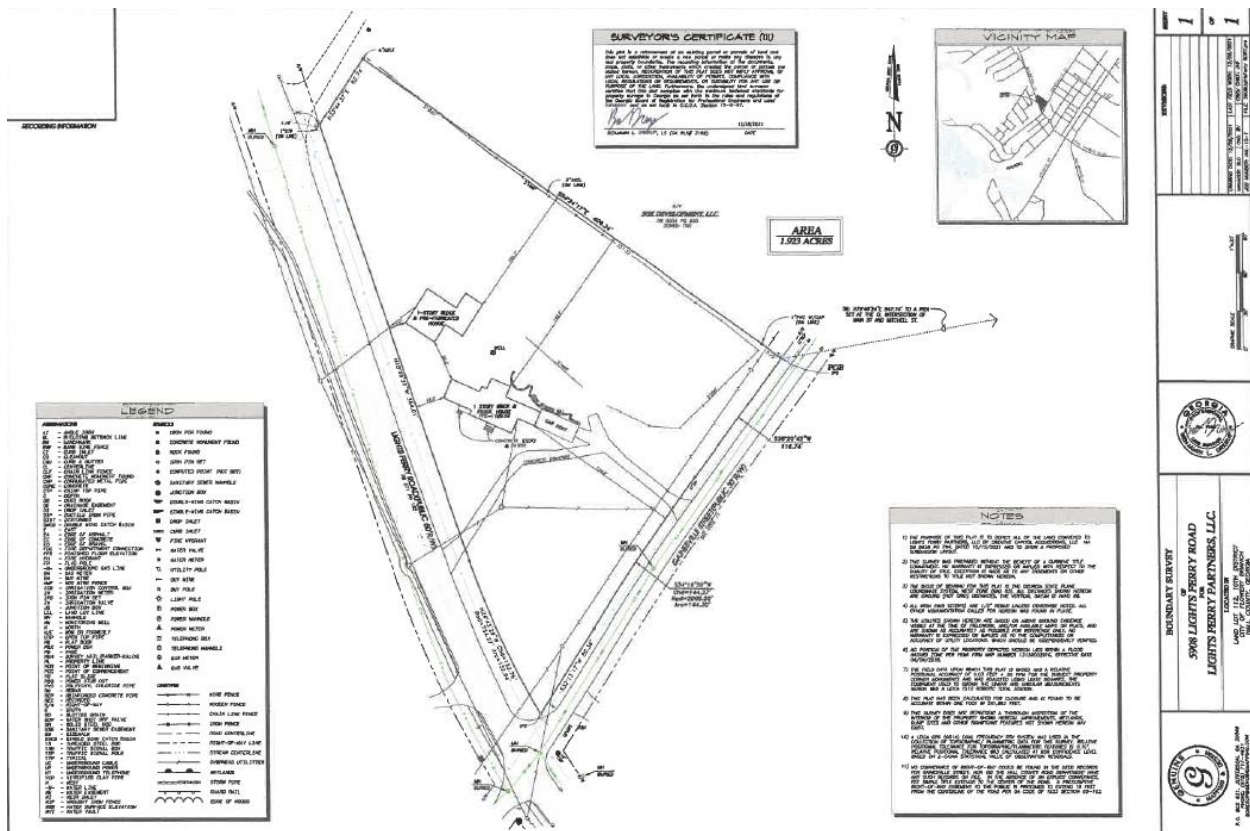
ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, City Attorney

Exhibit "A"



Public Hearing Published 02/02/22
Public Hearing 03/03/22

First Reading 04/21/22
Adopted 05/19/22

Exhibit "B"

5908 Lights Ferry Rd Legal Description

Description of Property

TRACT ONE

All that tract or parcel of land lying and being in the Town of Flowery Branch, Hall County, Georgia, being part of the land described in a deed recorded in Deed Book 284, Page 15, Hall County, Georgia Deed Records, adjoining the present homeplace of Clarence J. Fenn, and more particularly described as follows:

Beginning at the northeast corner of the Clarence J. Fenn homeplace on the Old Gainesville-Buford Road, and running thence 123 feet northward along said road to an iron pin corner; thence westward parallel with the Fenn line 400 feet, more or less, to an iron pin corner fixed by the parties hereto at a point 35 feet east of the rear line of the F.C. Orr property, as described in the deed recorded in Book 284, Page 515, thence southward parallel with Orr's said rear line 123 feet to the C.J. Fenn line at a point just across part of the pavement of the new road running along there; thence eastward 400 feet, more or less, to the beginning corner. The last mentioned new road cuts across the southwest corner of the lot herein conveyed, and of course this corner as cut off in the new road is not included in this deed.

TOGETHER WITH TRACT TWO

All that tract and parcel of land situate, lying and being in Hall County, Georgia, and being more particularly described as follows:

A part of Lot 112, being in Land Lot District No. 8, City of Flowery Branch, Hall County, Georgia, and being in the 1270th District G.M., Hall County, Georgia, containing one and one-tenth (1.1) acres, more or less, and being more particularly described as follows:

Beginning on the north side of Broad Street and west side of Old Gainesville Road; thence running northeast 264 feet to corner of what was formerly A.M. Orr line; thence west along A. M. Orr line 360 feet to the new highway; thence along the New Highway 450 feet to the Old Gainesville Road and the beginning corner. Said property is in a V-shape.

These two tracts being the same property conveyed in a Warranty Deed from Roy E. Clark and Janice Lee Clark Bryans to Allen J. Bryans dated August 24, 1996, recorded in Deed Book 2700, Page 278, Hall County, Georgia Deed Records, being improved property known as **5908 Lights Ferry Road** according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

Exhibit “C”

Conditions of Zoning

1. Project must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances, and regulations.
2. The site shall significantly adhere to the as shown below:



3. Stormwater detention shall be underground. If a dry pond is necessary, applicant shall come back before the Mayor and City Council to explain why such action is required.
4. Elevations shall be submitted and approved by the City of Flowery Branch prior to the issuance

Public Hearing Published 02/02/22
Public Hearing 03/03/22

First Reading 04/21/22
Adopted 05/19/22

of a land disturbance permit. Said elevations shall meet all requirements of the City of Flowery Branch zoning ordinance.

5. A homeowner's association shall be created for the project and said organization shall be responsible for the maintenance and upkeep of any on site detention facilities. Homeowners' association shall also limit the number of homes allowed to be used as a for rent residence to one (1).
6. Covenants shall be reviewed and approved by city staff prior to the issuance of any building permits.

Public Hearing Published	02/02/22
Public Hearing	03/03/22

First Reading	04/21/22
Adopted	05/19/22



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of First Reading of Ordinance 239-L and 240-L to rezone tax parcel 15047 000885 from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

This is a proposal to alter an approved PUD zoned project (Sterling on the Lake) by rezoning said project from PUD to PUD with modified conditions of zoning. The ordinances were originally approved as 239/240. Each additional request to alter the original approval retains the original ordinance number adding letters alphabetically to ease in the tracking of this project and its many changes over the years. The ordinances will be 239-L and 240-L.

FACTS AND ISSUES:

This is a proposal to alter the approved Sterling on the Lake subdivision by rezoning said project from PUD to PUD with modified conditions of zoning. The proposed modification would decrease the size of the current commercial/retail portion from 12+/- acres to 4 +/- acres allowing for the construction of 65 townhomes on the approximate 8 acre tract.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve the first read of ordinance 239-L/240-L.

SAMPLE MOTION:

I make a motion to approve the first read of ordinance 239L and 240L.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Sterling Townhomes 5-3-22 rev 2.pdf](#)
- [Sterling Townhomes_Traffic Memo 05042022 \(003\).pdf](#)
- [Townes at Capitola - Two Story - Rendering.pdf](#)
- [Ordinance SOTL Town 239L & 240L.pdf](#)
- [Staff Report SOTL 2022.pdf](#)

GENERAL NOTES:

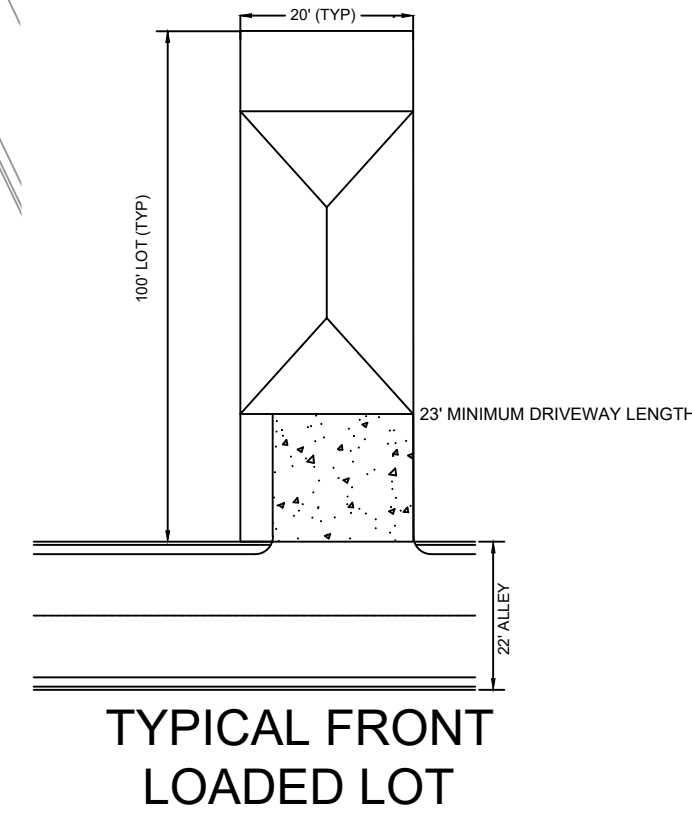
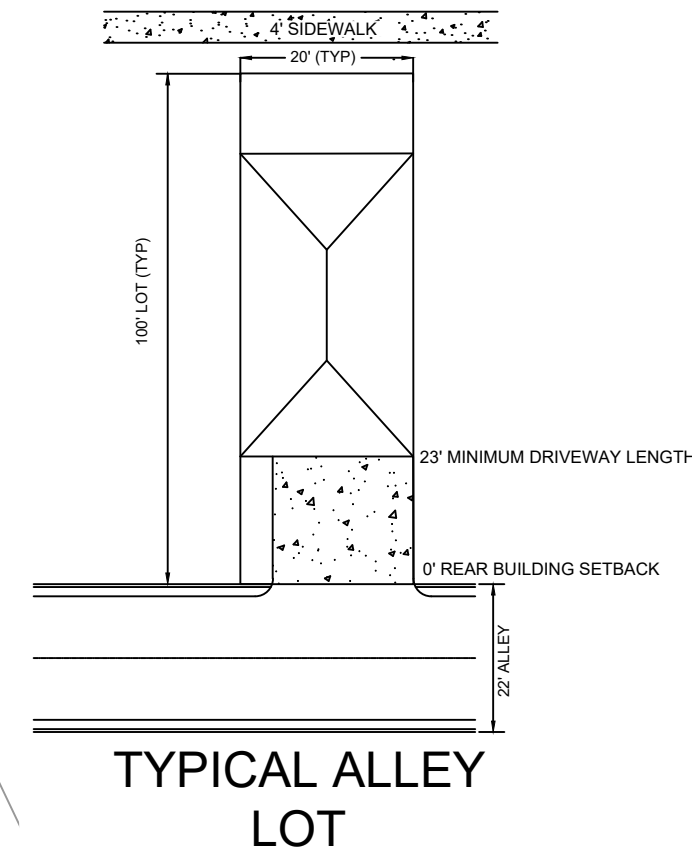
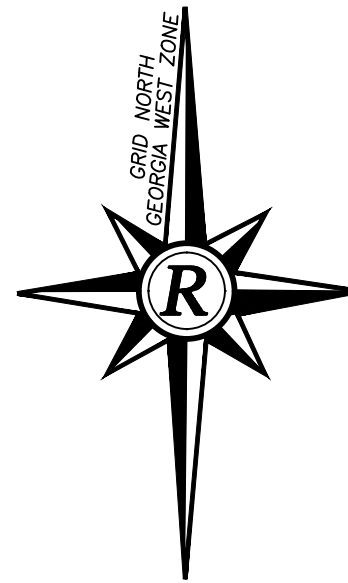
- PARCEL SIZE - 8.15 AC.
- NUMBER OF LOTS - 65
- DENSITY 7.98 UNITS/AC.
- FRONT SETBACK - NONE
- ALLEY LOTS REAR SETBACK FROM BACK OF CURB - 0'
- ALLEY LOTS REAR DRIVEWAY MINIMUM LENGTH - 23'
- SIDE SETBACK - 0'
- BUILDING SEPARATION - 20'

N/F
JOSHUA E. THOMAS &
JESSICA E. BOWLES
BOULDER CREEK S/D
LOT 77

CAPITOLA FARM ROAD
60' R/W - 35 MPH

CONNECTION TO
SPOUT SPRINGS
MULTI-USE PATH

SPOUT SPRINGS ROAD
110' R/W - 45 MPH



FOR:
REZONING PLAN
STERLING ON THE LAKE
TOWNHOME SITE

LOCATED IN:
G.M.D. 1270
CITY OF FLOREY BRANCH
HALL COUNTY, GEORGIA

ANY CHANGES OR ALTERATIONS MADE TO
THIS PLAN SHALL BE THE RESPONSIBILITY OF
THE WRITTEN APPROVAL OF ROCHESTER &
ASSOCIATES, INC. THE SEAL SHOWN
HEREON IS VALID FOR THE PROJECT ONLY
AND DOES NOT GUARANTEE THE ACCURACY
OF THE INFORMATION OR DATA FOR ANY
OTHER PROJECTS.

GRAPHIC SCALE
15' 0' 30' 60'

SHEET
1
OF
2

DATE: 5/3/22
SCALE: 1"=30'
JOB NO.: 22033-PDQ
DRAWN BY: JDF

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770) 718 0600 (770) 718 9090 Fax • www.rochester-assoc.com

MEMORANDUM

To: Rochester & Associates, LLC
From: Keck & Wood, Inc
Date: May 4, 2022
Project No: 220212.00
Re: Trip Generation Memo for Sterling on the Lake Townhomes in Flowery Branch, GA

A proposed residential development consisting of 65 townhomes is planned for a site in Flowery Branch, Georgia. Currently, the proposed project site is undeveloped and appears to contain no existing infrastructure; however, the proposed site is currently zoned for commercial/retail uses. A Trip Generation analysis was performed to determine the number of new trips that would be generated by the proposed development and how it compares to the number of trips that could be expected if the lot was built-out with typical neighborhood commercial land uses.

INTRODUCTION

The project site is located in the southwestern quadrant at the intersection of Spout Springs Road and Capitola Farm Road in Flowery Branch, Georgia. Spout Springs Road is currently a two-lane, undivided roadway that traverses north-south within the study area. The roadway is currently under construction and is nearing completion to transform it into a four-lane, divided roadway. It is classified as a minor arterial and has a posted speed limit of 45 mph. Capitola Farm Road is a two-lane, undivided roadway running east-west through the study area. It is classified as a local roadway and has a posted speed limit of 35 mph.

Research on GDOT's GEO PI website did reveal an adjacent project that is currently under construction near the project site. GDOT PI 0009679 is the project responsible for widening Spout Springs Road from a two-lane undivided roadway to a four-lane divided roadway. The project limits extend from I-985 south to Union Circle. However, this project is not expected to impact the project site.

TRIP GENERATION

The traffic that would be generated by the proposed development was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual (TGM) 11th Edition. The trips expected to be generated by this development were determined using ITE Land Use Code 215 – Single-Family Attached Housing with a total of 65 dwelling units, or townhomes, proposed. The trips expected to be generated should the site remain commercial/retail will be determined using the following ITE Land Use Codes:

- Land Use Code 492 – Health/Fitness Club
- Land Use Code 565 – Day Care Center
- Land Use Code 630 – Clinic
- Land Use Code 640 – Animal Hospital/Veterinary Clinic
- Land Use Code 712 – Small Office Building
- Land Use Code 821 – Shopping Plaza – No Supermarket (40-150k SF)
- Land Use Code 912 – Drive-in Bank
- Land Use Code 934 – Fast-Food with Drive-Through Window
- Land Use 945 – Convenience Store/Gas Station

The total number of generated trips was estimated for the typical weekday and the morning and evening peak hours. Pass-by trips are project-generated trips that would be attracted into the site from traffic streams that are already passing by on the adjacent street, and can represent a significant portion of the total trips entering and exiting a commercial site. Pass-by rate data is included in the technical appendices that accompany the 11th Edition TGM. These rates were applied to the appropriate land use, as applicable, for the appropriate time period. For land uses with multiple pass-by rates, the higher rate was applied to the typical weekday entering and exiting volumes. The trip generation results for each Land Use Code are shown in Table .

Table 1 - Trip Generation Results

Trip Generation for Proposed and Existing Land Uses		Weekday*			AM Peak Hour			PM Peak Hour		
		Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
Land Use Code 215 - Single-Family Attached Housing, Dwelling Units = 65										
Gross Trips		468	234	234	36	9	27	42	26	16
Pass-By Trips	0% AM / 0% PM	0	0	0	0	0	0	0	0	0
New Trips	(Total Trips - Pass-by Trips)	468	234	234	36	9	27	42	26	16
Land Use Code 492 - Health/Fitness Club, GFA = 70.0 ksf										
Gross Trips		-	-	-	98	45	53	274	142	132
Pass-By Trips	0% AM / 0% PM	-	-	-	0	0	0	0	0	0
New Trips	(Total Trips - Pass-by Trips)	-	-	-	98	45	53	274	142	132
Land Use Code 565 - Day Care Center, GFA = 10.0 ksf										
Gross Trips		476	238	238	117	62	55	118	55	63
Pass-By Trips	44% of Daily Trips 0% AM / 44% PM	210	105	105	0	0	0	53	25	28
New Trips	(Total Trips - Pass-by Trips)	266	133	133	117	62	55	65	30	35
Land Use Code 630 - Clinic, GFA = 45.0 ksf										
Gross Trips		1649	824	825	116	70	46	100	46	54
Pass-By Trips	0% AM / 0% PM	0	0	0	0	0	0	0	0	0
New Trips	(Total Trips - Pass-by Trips)	1649	824	825	116	70	46	100	46	54
Land Use Code 640 - Animal Hospital/Veterinary Clinic, GFA = 4.5 ksf										
Gross Trips		97	48	49	17	9	8	17	9	8
Pass-By Trips	0% AM / 0% PM	0	0	0	0	0	0	0	0	0
New Trips	(Total Trips - Pass-by Trips)	97	48	49	17	9	8	17	9	8
Land Use Code 712 - Small Office Building, GFA = 40.0 ksf										
Gross Trips		576	288	288	104	62	42	126	53	73
Pass-By Trips	0% AM / 0% PM	0	0	0	0	0	0	0	0	0
New Trips	(Total Trips - Pass-by Trips)	576	288	288	104	62	42	126	53	73
Land Use Code 821 - Shopping Plaza - No Supermarket, GFA = 100.0 ksf										
Gross Trips		6752	3376	3376	558	273	285	495	267	228
Pass-By Trips	40% of Daily Trips 0% AM / 40% PM	2702	1351	1351	0	0	0	199	107	92
New Trips	(Total Trips - Pass-by Trips)	4050	2025	2025	558	273	285	296	160	136
Land Use Code 912 - Drive-in Bank, GFA = 20.0 ksf										
Gross Trips		2007	1003	1004	296	157	139	418	209	209
Pass-By Trips	35% of Daily Trips 29% AM / 35% PM	704	352	352	87	46	41	148	74	74
New Trips	(Total Trips - Pass-by Trips)	1303	651	652	209	111	98	270	135	135
Land Use Code 934 - Fast-Food with Drive-Through Window, GFA = 10.0 ksf										
Gross Trips		4675	2337	2338	506	263	243	509	259	250
Pass-By Trips	55% of Daily Trips 50% AM / 55% PM	2572	1286	1286	254	132	122	281	143	138
New Trips	(Total Trips - Pass-by Trips)	2103	1051	1052	252	131	121	228	116	112
Land Use Code 945 - Convenience Store/Gas Station, 14 VFP, GFA = 5.0 ksf										
Gross Trips		3600	1800	1800	379	189	190	334	167	167
Pass-By Trips	76% of Daily Trips 76% AM / 75% PM	2736	1368	1368	289	144	145	252	126	126
New Trips	(Total Trips - Pass-by Trips)	864	432	432	90	45	45	82	41	41

*There is no data available in the 11th Edition TGM for typical weekday trips associated with Land Use Code 492.

Once the trip generation results were compiled, three proposed build-out scenarios were established to determine the total number of expected new trips should the existing zoning remain. Those scenarios are as follows:

- **Scenario 1:**
 - Land Use Code 821 – Shopping Plaza – No Supermarket
- **Scenario 2:**
 - Land Use Code 492 – Health/Fitness Club
 - Land Use Code 912 – Drive-in Bank
 - Land Use Code 934 – Fast-Food with Drive-Through Window
- **Scenario 3:**
 - Land Use Code 565 – Day Care Center
 - Land Use Code 630 – Clinic
 - Land Use Code 712 – Small Office Building
 - Land Use Code 945 – Convenience Store/Gas Station

For each scenario, the total projected square footage between all land uses was set at 100,000 square feet based on the roughly 8-acre lot and guidance set forth in the Flowery Branch Comprehensive Plan. The cumulative new trips expected for the roadway network were estimated by deducting the new trips generated by each of the three scenarios from the new trips generated by the proposed development. The TGM does not include a typical weekday trip estimate for Land Use Code 492; therefore, only the AM and PM peak hour trips were compared for this analysis. The final estimate of new trips expected to be generated by the development, by scenario, are presented in Tables 2-4.

Table 2 – Cumulative New Trips Generated by Development – Scenario 1

ITE Land Use Code	AM Peak Hour			PM Peak Hour		
	Total	Entering	Exiting	Total	Entering	Exiting
215 - Single-Family Attached Housing	36	9	27	42	26	16
821 - Shopping Plaza - No Supermarket (40-150k SF)	558	273	285	296	160	136
Cumulative New Trip Estimate	-522	-264	-258	-254	-134	-120
% Increase in New Trips Generated by Site	-94%			-86%		

The proposed residential development is expected to generate 94 percent fewer trips than the potential neighborhood commercial use on the site during the morning peak hour and 86 percent fewer new trips during the evening peak hour.

Table 3 – Cumulative New Trips Generated by Development – Scenario 2

ITE Land Use Code	AM Peak Hour			PM Peak Hour		
	Total	Entering	Exiting	Total	Entering	Exiting
215 - Single-Family Attached Housing	36	9	27	42	26	16
492 - Health/Fitness Club	98	45	53	274	142	132
912 - Drive-in Bank	209	111	98	270	135	135
934 - Fast-Food with Drive-Through Window	252	131	121	228	116	112
Cumulative New Trip Estimate	-523	-278	-245	-730	-367	-363
% Increase in New Trips Generated by Site	-94%			-95%		

The proposed residential development is expected to generate 94 percent fewer trips than the potential neighborhood commercial use on the site during the morning peak hour and 95 percent fewer new trips during the evening peak hour.

Table 4 – Cumulative New Trips Generated by Development – Scenario 3

ITE Land Use Code	AM Peak Hour			PM Peak Hour		
	Total	Entering	Exiting	Total	Entering	Exiting
215 - Single-Family Attached Housing	36	9	27	42	26	16
565 - Day Care Center	117	62	55	65	30	35
630 - Clinic	116	70	46	100	46	54
712 - Small Office Building	104	62	42	126	53	73
945 - Convenience Store/Gas Station	90	45	45	82	41	41
Cumulative New Trip Estimate	-391	-230	-161	-331	-144	-187
% Increase in New Trips Generated by Site	-92%			-89%		

The proposed residential development is expected to generate 92 percent fewer trips than the potential neighborhood commercial use on the site during the morning peak hour and 89 percent fewer new trips during the evening peak hour.

CONCLUSION

Based on the results of the trip generation analysis, the proposed residential development is expected to generate fewer trips than each of the scenarios studied.



BY
NEWLAND



DISCLAIMER: THESE DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE, NOT INTENDED FOR CONSTRUCTION.





BY
NEWLAND



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BY
NEWLAND



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Public Hearing Published	12/01/2021	First Reading	05/19/2022
Public Hearing	04/21/2022	Adopted	06/16/2022

ORDINANCE NO. 239-L & 240-L

AN ORDINANCE AMENDING THE CONCEPTUAL SITE PLAN AND CONDITIONS OF APPROVAL RELATING TO ORDINANCE NUMBERS 239 AND 240, FOR THE MASTER PLANNED COMMUNITY KNOWN AS “STERLING ON THE LAKE”. THE REQUEST IS TO AMMEND THE PUD ZONING ON AN 8+/- ACRE PORTION OF A PIECE OF REAL PROPERTY IDENTIFIED AS TAX PARCEL 15047 0000885. THE REQUEST IS TO ALTER THE APPROVED CONDITIONS BY ALLOWING A RESIDENTIAL USE ON THE SUBJECT PROPERTY. SUBJECT PROPERTY IS SHOWN ON ATTACHED EXHIBIT “A” AND LEGALLY DESCRIBED ON ATTACHED EXHIBIT “B” AND SHALL BE SUBJECT TO ALL CONDITIONS SET FORTH AND SHOWN ON ATTACHED EXHIBIT “C”; PROVIDING FOR FINDINGS, SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, NNP-Looper Lake, LLC owns all that tracts or parcels of land totaling 8+/- acres identified as Parcel Tax Identification No.15047 000885. Parcels are shown on Exhibit “A”, and as legally described on Exhibit “B”; and

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

WHEREAS, the City Council of the City of Flowery Branch has considered the application of NNP-Looper Lake, 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 January 6, 2022 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 modified rezoning of the current 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 PUD.
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 zoning as opposed to the modified PUD.
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 CONDITIONS.

The rezoning of the subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, to a modified PUD (Planned Unit Development). Conditions as 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 16th day of June 2022.

Ed Asbridge, Mayor

ATTEST

Shelia G. Cooper City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"

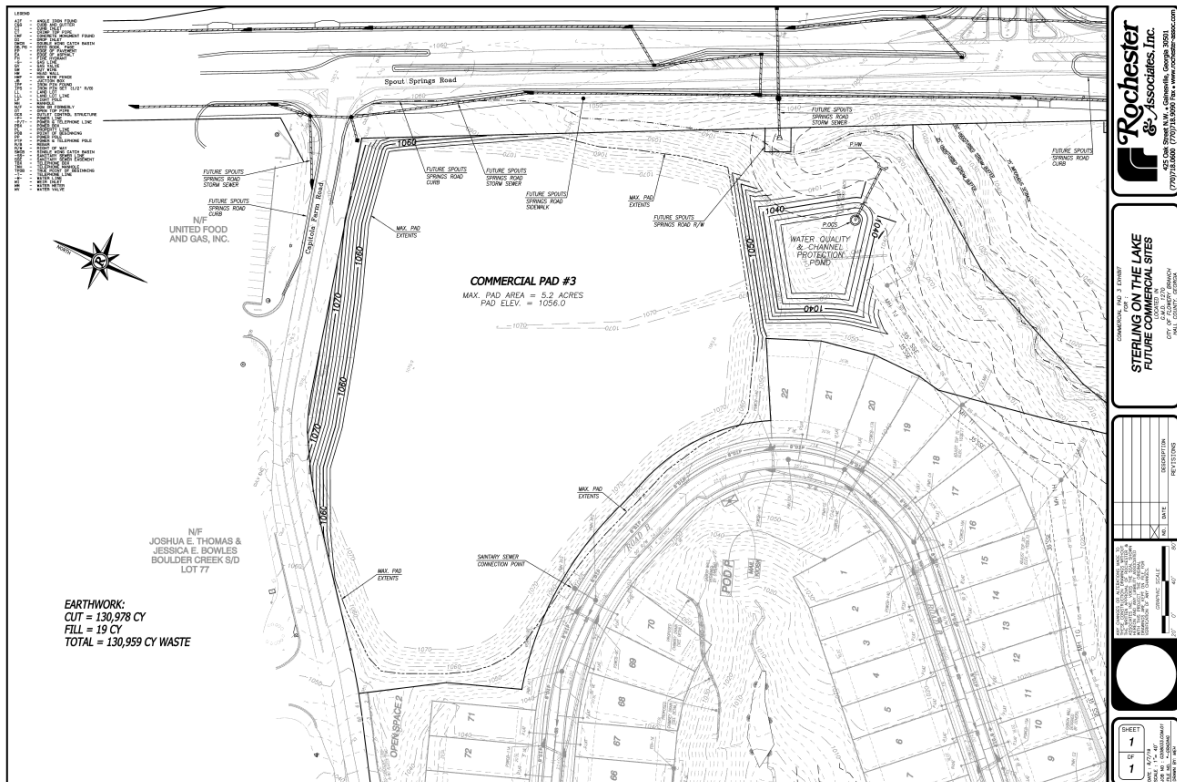


Exhibit "B"

Legal Description

All that tract or parcel of land lying and being in G.M.D. 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the southwestern Right-of-Way of Spout Springs Road (R/W varies) and the southeastern Right-of-Way of Capitola Farm Road (60' R/W); thence continuing along the southwesterly Right-of-Way of said Spout Springs Road South 25°37'24" East, a distance of 663.05 feet to a point; thence leaving said Right-of-Way and into the property now or formerly of NNP-Looper Lake, LLC South 51°28'20" West, a distance of 108.90 feet to a point; thence South 42°12'06" West, a distance of 64.95 feet to a point; thence South 16°35'34" West, a distance of 130.73 feet to a point; thence South 09°33'49" West, a distance of 138.31 feet to a point; thence South 14°03'35" East, a distance of 40.07 feet to a point; thence South 50°05'27" East, a distance of 133.00 feet to a point; thence South 71°36'03" West, a distance of 118.77 feet to a point; thence along the property now or formerly of Sterling on the Lake, Pod O North 16°21'56" West, a distance of 153.60 feet to a point; thence along the property now or formerly of Sterling on the Lake, Pod Q, Phase 2, Pod P North 10°14'19" West, a distance of 148.44 feet to a point; thence North 09°13'44" West, a distance of 119.09 feet to a point; thence North 12°07'47" East, a distance of 26.45 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 01°27'17" East, a distance of 57.67 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 09°46'11" West, a distance of 63.59 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence North 21°32'36" West, a distance of 63.59 feet to an iron pin found (1/2" rebar with a yellow plastic cap stamped "Rochester LSF000484"); thence South 62°34'11" West, a distance of 95.00 feet to a point; thence 164.12 feet along an arc of a curve to the left having a radius of 215.00 feet and a chord bearing and distance of North 49°17'54" West, 160.16 feet to a point; thence North 71°09'59" West, a distance of 63.20 feet to a point; thence 223.30 feet along an arc of a curve to the left having a radius of 395.00 feet and a chord bearing and distance of North 87°21'42" West, 220.34 feet to a point; thence North 19°04'20" West, a distance of 87.48 feet to a point; thence North 31°15'55" West, a distance of 102.02 feet to a point on the southeastern Right-of-Way of said Capitola Farm Road; thence along said Right-of-Way 51.29 feet along an arc of a curve to the left having a radius of 733.26 feet and a chord bearing and distance of North 54°33'32" East, 51.28 feet to a point; thence North 52°33'19" East, a distance of 159.85 feet to a point; thence 63.52 feet along an arc of a curve to the right having a radius of 431.40 feet and a chord bearing and distance of North 56°46'25" East, 63.47 feet to a point; thence North 60°59'32" East, a distance of 33.91 feet to a point; thence 480.02 feet along an arc of a curve to the right having a radius of 268.83 feet and a chord bearing and distance of North 71°54'29" East, 47.96 feet to a point; thence North 77°01'33" East, a distance of 296.98 feet to the *Point of Beginning*.

Said tract contains 8.150 Acres.

Exhibit “C”
Conditions of Zoning

1. All conditions of zoning as set forth in Ordinances 239 and 240 and all subsequent and relevant modifications shall apply to the entire parcel except for the following changes:
 - A. Parcel as shown as “Exhibit A”
 - 1) Shall be granted permission to construct townhomes.
 - 2) Townhomes shall significantly adhere to the renderings as shown below:



GENERAL NOTES

- PARCEL SIZE - 8.15 AC.
- NUMBER OF LOTS - 60
- DENSITY 7.88 UNITS/AC.
- FRONT SETBACK - 10'
- ALLEY LOTS REAR SETBACK FROM BACK OF CURB - 20'
- SIDE SETBACK - 0'
- BUILDING SEPARATION - 20'

Capitola Farm Road
60' R/W - 35 MPH

15,000' W. SPRINGS ROAD
10' R/W

ALLEY 1 (SEE SHEET)

ALLEY 2 (SEE SHEET)

ALLEY 3 (SEE SHEET)

ALLEY 4 (SEE SHEET)

ALLEY 5 (SEE SHEET)

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Staff Report

An application to rezone a portion of a parcel of land from Planned Unit Development (PUD) to Planned Unit Development (PUD) with modified conditions was submitted by NNP-Looper Lake, LLC. The following property is being considered:

Tax Parcel ID # 15047 000885



Currently, the entire parcel (12 +/- acres) is zoned PUD and is designated as for sale commercial/retail property. Applicant is requesting 8 +/- acres be removed from the commercial/retail development classification allowing for the construction of approximately 65 townhomes.



Proposal









Staff 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. **Residential units are suitable as they are consistent with the surrounding 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.**
- (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 and designation as commercial has a reasonable economic use although the land has been available for some time.**
- (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 "Neighborhood Commercial" character area. The proposed use (townhomes) does not meet the intent of the Comprehensive Plan (see previous comments regarding the Comprehensive Plan as part of this staff report). However, the proposed zoning change does not alter the entirety of the area designated "Neighborhood Commercial" and, if approved, would leave two outparcels to be developed as commercial according to guidelines and rules established by the Comprehensive Plan and City codes.**
- (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 demand for over 12 acres of commercial product at this location has not been high.**
- (g) Existing use(s) and zoning of the subject property and nearby properties. **Townhomes will become part of the Sterling on the Lake community.**



- (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 restrictions do not allow the proposed residential subdivision.*
- (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.*
- (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 not be a detriment to the area and may help to make the commercial properties more viable.*
- (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 meet the intent of the Zoning Ordinance.*



A close-up of the area where the townhomes/reduced commercial would be located if approved.





The status of the overall development if the townhome project is approved. The original overall unit count is limited to 2,000. If approved, the townhome development would push that number to 2,018.

Staff Recommendation

Staff recommends approval with the following conditions:

1. All conditions of zoning as set forth in Ordinances 239 and 240 and all subsequent and relevant modifications shall apply to the entire parcel except for the following changes:
 - A. Parcel as shown as “Exhibit A”
 - 1) Shall be granted permission to construct townhomes.
 - 2) Townhomes shall significantly adhere to the renderings as shown below:





3) Layout of townhomes shall generally adhere to the site plan as shown below:





- 4) No more than five (5) of the townhomes may be leased. Said restriction shall be mandated as part of the covenants and shall be enforced by the homeowner's association.
- 5) All units shall have a two-car garage.
- 6) All garage doors shall be non-aluminum carriage style doors.
- 7) Townhome material shall be limited to brick, stacked stone, board and batten, and cementitious fiber board.
- 8) Townhomes shall use architectural shingles.
- 9) Townhomes shall meet all requirements of the City of Flowery Branch zoning ordinance.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of whether the City of Flowery Branch should be in the solid waste collection business.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The first contract I can find regarding sanitation services is dated July 1, 2005 and was with Red Oak Sanitation, Inc. My understanding is that many years ago, the City of Flowery Branch previously had staff within the public works department who performed these duties. The city was put on notice that prices would have to be increased when the contract expired on May 1, 2022. The current provider was gracious in extending the contract until June 30, 2022 so we could bid out the services.

FACTS AND ISSUES:

The current contract expired May 1, 2022. A solicitation was issued to accept bids for continuing the service. Not all residents are required to have a sanitation account in the city limits of Flowery Branch. As it is now, the city is not involved in any aspect of the operations of trash, recycling or leaf and limb collection covered in the previous contract. The city accepts complaints from citizens and relays them to Red Oak. Staff spends time responding to complaints but there is no monetary benefit for the service to pay for this function.

Bids were received and the pricing is significantly higher than the current rates. After receiving complaints from residents, some who would like to change solid waste collection service providers, staff stepped back, took a look at the whole picture, and is recommending that the City of Flowery Branch should not be in the solid waste collection business at all.

OPTIONS:

- 1) Determine whether the City of Flowery Branch should be in the sanitation/solid waste collection business.
- 2) If so, award a contract to a provider (pricing attached).

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

Yes

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

That the city reject all bids and allow residents to choose their own solid waste collection provider.

SAMPLE MOTION:

I recommend that the city reject all bids and allow residents to choose their own solid waste collection provider.

COLLABORATING DEPARTMENT:

Public Works

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - solid waste collection.pdf](#)
- [Solid Waste bids received.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: SOLID WASTE DISPOSAL CONTRACTS

DATE: MAY 19, 2022

(x) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$0

() OTHER

CAPITAL- \$0

COUNCIL ACTION REQUESTED ON: MAY 19, 2022

PURPOSE: The purpose of this agenda item is to request council guidance on whether we (the City of Flowery Branch) should be in the solid waste collection business. Should the city continue with a contract, consider awarding the contract. The contract with Red Oak expired on May 1, 2022.

HISTORY: The first contract I can find regarding sanitation services is dated July 1, 2005 and was with Red Oak Sanitation, Inc. My understanding is that many years ago, the City of Flowery Branch previously had staff within the public works department who performed these duties. The city was put on notice that prices would have to be increased when the contract expired on May 1, 2022. The current provider was gracious in extending the contract until June 30, 2022 so we could bid out the services.

FACTS AND ISSUES: The current contract expired May 1, 2022. A solicitation was issued to accept bids for continuing the service. Not all residents are required to have a sanitation account in the city limits of Flowery Branch. As it is now, the city is not involved in any aspect of the operations of trash, recycling or leaf and limb collection covered in the previous contract. The city accepts complaints from citizens and relays them to Red Oak. Staff spends time responding to complaints but there is no monetary benefit for the service to pay for this function.

Bids were received and the pricing is significantly higher than the current rates. After receiving complaints from residents, some who would like to change solid waste collection service providers, staff stepped back, took a look at the whole picture, and is recommending that the City of Flowery Branch should not be in the solid waste collection business at all.

OPTIONS: 1) Determine whether the City of Flowery Branch should be in the sanitation/solid waste collection business.

2) If so, award a contract to a provider (pricing attached).

RECOMMENDED SAMPLE MOTION: I recommend that the city reject all bids and allow residents to choose their own solid waste collection provider.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

City of Flowery Branch
RFP Solid Waste Management Services
BASE PROPOSAL

SOLID WASTE COLLECTION & DISPOSAL

\$ 40.50 per month

Garbage 1 x Week, Recycling Curbside,
Refuse & Yard Trimmings *All in quoted*
per the RFP

ADDITIONAL FEES

**Fee for Additional Garbage Receptacle, If
Requested By Customer**

\$ 9 per month / per can

\$ 10 per month / per recycle bin

**Additional Collection Fee for Yard Trimmings,
If Any**

\$ 9 *Per month for extra cart*
per cubic yard exceeding

**Additional Collection Fee for Refuse Bulk
Items, If Any (circle which applies)**

\$ 25 per item / per load / per

Refuse Items Requiring Additional Collection Fee

Comments/Terms/Special Conditions, If Any

Please See
following page that has alternate price
proposal Itemized

RESPONSES ON THE FORM MUST BE TYPED.

CITY OF FLOWERY BRANCH

RFP SOLID WASTE MANAGEMENT SERVICES

Alternate – PRICE PROPOSAL ITEMIZED

OPERATING TANDEM TRUCKS

GARBAGE 1X - \$ 16 PER MONTH

RECYCLING 1X - \$ 8 PER MONTH

RECYCLING EVERY OTHER WEEK - \$ 6 PER MONTH

EXTRA CART - \$ 6 PER MONTH

BULK ITEM - \$ 25

OPERATING SINGLE AXLE TRUCKS

GARBAGE 1X - \$ 20 PER MONTH

RECYCLING 1X - \$ 10 PER MONTH

RECYCLING EVERY OTHER WEEK - \$ 8 PER MONTH

EXTRA CART - \$ 9 PER MONTH

BULK ITEM - \$ 25

City of Flowery Branch
RFP Solid Waste Management Services
ALTERNATE PROPOSALS

EMERGENCY ASSISTANCE

Emergency Assistance to the City, when requested

For one TRUCK \$ 125 per hour Plus Dump Fees
For one employee \$30 per hour

COMMUNITY EVENTS

Solid Waste Assistance for City Sponsored Community Events

For one TRUCK \$ 125 per hour Plus Dump Fees

**BULK PICK UP
SERVICES**

As requested

For one TRUCK \$ 125 per hour plus dump fees

Comments/Terms/Special Conditions, If Any

RESPONSES ON THE FORM MUST BE TYPED

WM

City of Flowery Branch
RFP Solid Waste Management Services
BASE PROPOSAL

SOLID WASTE COLLECTION & DISPOSAL

\$ 35.59

per month

Garbage 1 x Week, Recycling Curbside,
Refuse & Yard Trimmings

ADDITIONAL FEES

**Fee for Additional Garbage Receptacle, If
Requested By Customer**

\$ 20.59

per month / per can

\$ 10.59

per month / per recycle bin

**Additional Collection Fee for Yard Trimmings,
If Any**

\$ 35.00

per cubic yard exceeding 3 Cubic Yards

**Additional Collection Fee for Refuse Bulk
Items, If Any (circle which applies)**

\$ 25.00

per item / per load / per Item

Refuse Items Requiring Additional Collection Fee

NA

Comments/Terms/Special Conditions, If Any

***Waste Pro is willing to negotiate any part of our submittal upon request.
There may be pricing discounts available. We ask for the opportunity
to work with the City***

RESPONSES ON THE FORM MUST BE TYPED.

City of Flowery Branch
RFP Solid Waste Management Services
ALTERNATE PROPOSALS

EMERGENCY ASSISTANCE

Emergency Assistance to the City, when requested

\$ 150.00 per hour

COMMUNITY EVENTS

Solid Waste Assistance for City Sponsored Community Events

\$ 150.00 per hour

**BULK PICK UP
SERVICES**

As requested

\$ 150.00 per hour

Comments/Terms/Special Conditions, If Any

***Waste Pro is willing to negotiate any part of our submittal upon request.
There may be pricing discounts available, with scope of work changes.
We ask for the opportunity to work with the City for a win-win solution***

RESPONSES ON THE FORM MUST BE TYPED



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of executing a lease agreement for Suite 101 at 5519 Main Street with El Sabor Costeno, LLC.

COUNCIL MEETING DATE: May 19, 2022

HISTORY:

The building in question is a mixed-use development consisting of twelve (12) apartments with commercial space below. The commercial portion is city-owned and the residential is privately owned and leased. This is the former site of the City of Flowery Branch City Hall, Police Station, and various other retail spaces. The entirety of the site was demolished in 2019. In September 2021 the final certificate of occupancy was issued. The apartments are fully occupied and the retail space is currently available for lease.

FACTS AND ISSUES:

El Sabor Costeno Taqueria has been interested in this suite for many months and has made several visits to the site. The space available for the tenant is 1,259 square feet. The lease term is for five years with an option to renew for an additional five year term. The rent varies per year as shown in the attached lease agreement. The building is not “finished” on the inside and the city is providing an allowance for tenant improvements for the tenant.

OPTIONS:

- 1) Authorize execution of the lease as presented.
- 2) Do not authorize execution of the lease as presented and suggest other terms.
- 3) Do not authorize execution of the lease.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

The purpose of this agenda item is to request council execution of a lease agreement with El Sabor Costeno Taqueria, LLC for Suite 101 at 5519 Main Street in Flowery Branch, within the Shopping Center on Main Street.

SAMPLE MOTION:

I recommend that the city execute the lease agreement with El Sabor Costeno, LLC for the lease of Suite 101 of the Shopping Center on Main

Street.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - lease El Sabor.pdf](#)
- [El Sabor Costeno Taqueria Lease Updated 5 9 222 unsigned.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: LEASE AGREEMENT FOR SUITE 101 WITH EL SABOR COSTENO, LLC.

DATE: MAY 19, 2022

(x) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: MAY 19, 2022

PURPOSE: The purpose of this agenda item is to request council execution of a lease agreement with El Sabor Costeno Taqueria, LLC for Suite 101 at 5519 Main Street in Flowery Branch, within the Shopping Center on Main Street.

HISTORY: The building in question is a mixed-use development consisting of twelve (12) apartments with commercial space below. The commercial portion is city-owned and the residential is privately owned and leased. This is the former site of the City of Flowery Branch City Hall, Police Station, and various other retail spaces. The entirety of the site was demolished in 2019. In September 2021 the final certificate of occupancy was issued. The apartments are fully occupied and the retail space is currently available for lease.

FACTS AND ISSUES: El Sabor Costeno Taqueria has been interested in this suite for many months and has made several visits to the site. The space available for the tenant is 1,259 square feet. The lease term is for five years with an option to renew for an additional five year term. The rent varies per year as shown in the attached lease agreement. The building is not “finished” on the inside and the city is providing an allowance for tenant improvements for the tenant.

OPTIONS: 1) Authorize execution of the lease as presented.
2) Do not authorize execution of the lease as presented and suggest other terms.
3) Do not authorize execution of the lease.

RECOMMENDED SAMPLE MOTION: I recommend that the city execute the lease agreement with El Sabor Costeno, LLC for the lease of Suite 101 of the Shopping Center on Main Street.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

**FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT**

5519 Main Street

Suite 101

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: El Sabor Costeno Taqueria, LLC

**ARTICLE I. BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS**

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	El Sabor Costeno Taqueria, LLC
E.	TENANT'S TRADE NAME:	El Sabor Costeno Taqueria
F.	TENANT'S NOTICE ADDRESS:	Armando Altamirano Emiliano 5467 Riverchase Drive Flowery Branch, GA 30542
G.	PHONE NUMBER AND EMAIL:	404-392-4149 Mando.alta@gmail.com
H.	POSSESSION DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
I.	LEASE COMMENCEMENT DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
J.	LEASE TERM:	Five (5) Years following the Rent Commencement Date.
K.	FIXED MINIMUM RENT COMMENCEMENT DATE:	Five (5) months following the Lease Commencement Date.
L.	FIXED MINIMUM RENT:	See Exhibit G for rent schedule.

M.	ESTIMATED ADDITIONAL MONTHLY RENT (for all relevant property expenses including but not limited to taxes, insurance, property management overhead and fee, maintenance, exterior building repairs and maintenance, and parking lot and landscaping maintenance):	\$262.29 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$2,622.91
	ADVANCE ADDITIONAL RENT:	\$262.29
	SECURITY DEPOSIT:	\$2,622.91 plus \$262.29
	TOTAL AMOUNT DUE WITH LEASE:	\$2,622.91 + \$262.29 + \$2,885.20
O.	GUARANTORS:	Armando Altamirano Emiliano
P.	USE:	For the use of a restaurant and for no other purpose.
Q.	HOURS OF OPERATION:	Tenant agrees to remain open during standard operating hours for a restaurant (11 a.m. to 9 p.m.) on a daily basis (Monday through Sunday) during the lease term and any extensions.
R.	APPROXIMATE SIZE OF LEASED PREMISES:	1259 Square Feet
S.	OPTION TO RENEW:	Subject to the conditions herein set forth. Tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for one (1) period of five (5) years (the "Renewal Term"), to commence at the expiration of the initial Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least six (6) months but no more than twelve (12) months prior to the expiration of the initial Term of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the annual Minimum Guaranteed Rental during the Renewal Term shall be as shown on Exhibit G; (b) Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term; and (c) Tenant shall not have the right to assign the Renewal Option to any sublessee of the Leased Premises or assignee of the Lease, not may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Option. Notwithstanding the foregoing,

		Tenant shall not have the right to exercise the Renewal Option, unless: (i) this Lease shall be in full force and effect on the date of the exercise of the Renewal Option and the date of the expiration of the original Term; and (ii) on the date of the exercise of the Renewal Option and the date of the expiration of the original Term there exist no default on the part of the Tenant under this Lease.
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SECTION 1.2. SIGNIFICANCE OF BASIC LEASE PROVISIONS

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

SECTION 1.3. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A.	Site Plan
Exhibit B.	Tenant's Work
Exhibit C.	Legal Description
Exhibit D.	Rules and Regulations
Exhibit E.	Sign Criteria
Exhibit F.	Lease Guarantee
Exhibit G.	Rent Schedule

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.1. SHOPPING CENTER

Landlord is the owner of a parcel of real estate, legally described on Exhibit C, located in 5519 Main Street, Flowery Branch, Georgia commonly known as the FB Main Street – a Master Condominium (the “Shopping Center”). It is agreed that the depiction of the Shopping Center on Exhibit A does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord reserves the right to sell any portion or portions of the Shopping Center, such portion(s) thereafter shall not be included in the Shopping Center. Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to the terms hereof, provided only that the Leased Premises as hereinafter defined shall be substantially as depicted on Exhibit A. Landlord further reserves the right to alter the Shopping Center, at Landlord's sole election, however, no such alteration shall materially impair the visibility or

accessibility of Tenants Leased Premises.

SECTION 2.2. LEASED PREMISES

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the “Leased Premises” as more particularly described as follows:

Suite 101 consisting of approximately 1,259 sq. ft. as shown on Exhibit “A”.

Said Leased Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Leased Premises from adjacent leased premises in the Shopping Center.

SECTION 2.3. LEASE TERM

The Lease Term shall, commence on the Lease Commencement Date [Section 1.1.I.] and shall end on the last day of the last Lease Year (hereinafter “Termination Date”), unless sooner terminated.

SECTION 2.4. LEASE YEAR

The term “Lease Year” means a period of twelve (12) consecutive calendar months. The first full Lease Year shall begin on the Lease Commencement Date if the Lease Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the month next following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 2.5. STATEMENT AS TO LEASE TERM

In the event the Lease Commencement Date and Termination Date of the Lease Term have not been determined, as of the date of execution hereof, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Commencement Date and Termination Date of the Lease Term when determined.

SECTION 2.6. OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS

Prior to the Possession Date, Tenant shall deliver to Landlord the required Certificate of Insurance (stated in Section 7.2). Prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date [Section 1.1.H.] until the Lease Commencement Date [Section 1.1.I.], in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Rent as stated in Section 1.1.M. but excluding Fixed Minimum Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant’s leasehold improvements, fixtures, equipment or other property of Tenant or Tenant’s contractors.

ARTICLE III. RENT AND OTHER TENANT CONTRIBUTIONS

SECTION 3.1. FIXED MINIMUM AND ADDITIONAL RENT

Tenant agrees to pay rent to Landlord, or to such other person or entity as Landlord may direct, without demand, at such place as Landlord may by notice in writing to Tenant, from time to time, direct, a fixed amount of rent (the "Fixed Minimum Rent"), and an amount of additional rent based upon certain expenses relating to the Leased Premises and the Shopping Center (the "Additional Rent") at the following rates and times and as set forth on Exhibit G:

(a) Fixed Minimum Rent shall be payable in advance in equal successive monthly installments on the first day of each calendar month included in this Lease Term. For any portion of a calendar month included at the beginning of said term, one-thirtieth (1/30) of such a monthly payment for each day of such portion shall be payable on the first day of such portion; and

(b) Additional Rent shall be payable as provided in Sections 3.5, 5.3 and 8.1.

SECTION 3.2. TAXES

Tenant shall pay to Landlord, as Additional Rent hereunder, Tenant's prorata share of any and all special assessments, transportation or environmental protection taxes or levy or similar tax or levy, and Tenant's prorata share of real estate taxes attributable to the Shopping Center paid annually by Landlord during the Lease Term, prorated for any partial Lease Year beginning on the Possession Date. Tenant's prorata share shall be based on the ratio of the total Floor Area of the Leased Premises to the total Floor Area on all floors of building space within the Shopping Center as of the assessment date for the particular special assessment, tax or levy, or real estate tax in question. Tenant shall also pay its prorata share of all expenses, including reasonable attorneys' fees, expenses, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate tax, special assessment, tax or levy. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose a tax and/or assessment upon or against the rentals and/or other charges payable hereunder by Tenant to Landlord, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, or impose an income or franchise tax in substitution for the general tax levied against such land and buildings, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this section. The annual charges for such assessments or taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement of the assessments or taxes paid or incurred by Landlord for each calendar year of the Lease Term and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant for future tax payments, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of such assessments and taxes for such period and no more. In the event any portion or portions of the Shopping Center are separately

assessed, for purposes of the proration above, Tenant's proportionate share shall be the ratio of the total Floor Area of the Leased Premises to the total Floor Area of all floors of building space within the particular parcel assessed which includes the Leased Premises.

SECTION 3.3. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord to secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Lease set forth, and contained on the part of Tenant to be fulfilled, kept, observed and performed, such sum as set forth in Section 1.1 as a Security Deposit. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, and Landlord may commingle the same with its other funds. Such interest, if any, may be retained as property of the Landlord, and will not be paid to the Tenant. Such Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist under this Lease, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so that the same may be restored to its original amount. In the event the Leased Premises are conveyed by Landlord, the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or successor, and in such event Tenant hereby releases Landlord from any and all liability with respect to the deposit and/or application or return and Tenant agrees to look to such grantee for such application or return. In the event Tenant shall faithfully fulfill, keep, perform and observe all the covenants, conditions and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant, without interest, no later than thirty (30) days after the expiration of the Term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of said Term or any renewal thereof as provided herein.

ARTICLE IV. UTILITY SERVICES

SECTION 4.1. WATER, SEWER, ELECTRICITY AND GAS

Landlord has caused the necessary mains, conduits and other facilities to be provided to supply water, sewer, gas and electricity to the Shopping Center. Landlord shall provide gas service and facilities to Tenant, however, the same being the sole responsibility of Tenant. Tenant agrees to have all utility services transferred into Tenant's name on the Possession Date. If Tenant has not had any or all of the utilities transferred on the Possession Date, then Tenant agrees to pay Landlord, on demand, the actual cost paid by Landlord for such utilities, together with an administrative charge of One Hundred Fifty and no/100 Dollars (\$150.00) for each such payment. Tenant shall pay for all electricity used in the Leased Premises and all water and sewer charges, and gas charges, if applicable, at its own cost and expense. In the event Landlord, who shall have the option to do so, shall elect to supply any one or more or all of said services, Tenant shall purchase the use of said services as are tendered by Landlord and shall pay the rates, including any established minimum charges, established by Landlord for such services, but the rate shall be no more than those charged by the public utility furnishing such services in the area. The charges for

such services as are so furnished shall be deemed Additional Rent due and payable on the first day of the calendar month following rendition of a bill therefor. Landlord may discontinue furnishing such services if payment for same is not received by Landlord upon not less than five (5) days written notice, and no such discontinuation shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations hereunder. In the event Landlord shall elect to furnish one or more of such services, from time to time, Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said services is interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of Landlord. In any event, Landlord may cease to furnish any one or more of such services without any responsibility to Tenant, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event the Leased Premises are not separately metered for water and Tenant's use requires an excessive volume of water, at Landlord's discretion, a sub-meter will be installed at the Leased Premises at Tenant's expense.

SECTION 4.2. HEATING, VENTILATING AND COOLING

Tenant shall be solely responsible and shall pay for all charges rendered in connection with all heating, ventilating and cooling of the Leased Premises and shall promptly pay all bills for materials furnished or labor performed for Tenant or at Tenant's instance and request in connection with any repairs, replacements, alterations, improvements and installation of all fixtures and equipment in connection therewith on the Leased Premises, and shall keep said Leased Premises free from all claims for liens for work, labor or materials in connection therewith.

SECTION 4.3. OTHER SERVICES

In addition to the above and foregoing, Tenant shall be solely responsible for all garbage and sewage disposal and waste removal, janitorial and other services of any type or nature furnished to the Leased Premises, and shall pay promptly all bills for materials or labor performed in connection therewith. Tenant further covenants and agrees to keep the Leased Premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition and free from snow, ice, waste or debris, and neither to commit or permit any waste or nuisance thereon.

ARTICLE V. COMMON AREAS AND FACILITIES

SECTION 5.1. COMMON AREAS AND FACILITIES

Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Landlord shall, in its

sole discretion, determine, and may, from time to time, change the size, location and nature of any Common Areas and facilities and may make installations therein and move and remove such installation. Landlord shall have the right to close the Common Areas, or any part thereof, on such business days as Landlord deems necessary for the improvement, maintenance or repair of the Common Areas and on such nonbusiness days or during such nonbusiness hours as Landlord shall, in its sole discretion, determine.

SECTION 5.2. USE OF COMMON AREAS

Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant such rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking, and may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted concessionaires, officers and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

SECTION 5.3. CHARGE FOR COMMON AREAS AND FACILITIES

Tenant shall pay to the Landlord, as Additional Rent, in the manner provided in Section 5.5 Tenant's prorata share, as defined in Section 5.4, of Common Areas maintenance cost as hereinafter defined including the cost of Capital Improvements designed to protect the health and safety of the tenants in the Leased Premises and the Shopping Center.

Common Areas maintenance cost shall be deemed to include all costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing (including heating, ventilating and cooling any enclosed mall, in the event Landlord elects to enclose any Common Areas), lighting, repairing, replacing and maintaining the Common Areas and facilities in the Shopping Center. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof; all exterior painting; all costs and expenses of security and fire protection; all costs of restriping, patching, repairing and maintaining parking areas, garages, entries, gutters and downspouts, the

construction of new entries as required and work on roads, as needed, adjacent to the Shopping Center; pedestrian traffic direction and control; roof repairs; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, maintaining, replanting and replacing flowers and landscaping; management fees; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers' compensation and employer's liability, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, wages, unemployment taxes, social security taxes, special assessments and personal property taxes attributable to the Common Areas; fees for audits, required licenses and permits; all costs and expenses incurred by Landlord in testing of sprinkler systems located in the Shopping Center, all charges for utility services for the Common Areas including all costs and expenses of maintaining lighting fixtures and providing electricity to the Common Areas and to Common Areas pole signage (including the cost of light bulbs and electric current); all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulation assessed against or imposed on the Shopping Center or any part thereof with regard thereto; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities used in the operation of the Common Areas and administrative costs at the rate of Fifteen Percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required for the proper maintenance of the Common Areas, except that all Capital Improvement expenses shall be excluded therefrom.

SECTION 5.4. TENANT'S PRORATA SHARE

Tenant's prorata share of the Common Areas maintenance cost shall be determined by multiplying the total cost incurred or paid by Landlord by a fraction whose numerator is the gross leasable area of the Leased Premises as set forth in Section 2.2 and the denominator of which is the total square feet of gross leasable area within the Shopping Center. The "Gross Leasable Area" shall mean with respect to the Leased Premises and with respect to all other leasable areas, the number of square feet of floor area on all levels, including any mezzanines, basements, or balconies, but excluding "Common Areas" measured from the exterior face of exterior walls and/or the exterior face of service corridor walls, the exterior of building line from all frontage, and the center line of party walls. No deduction shall be made for columns, stairs, elevators, or any interior construction or equipment. Provided, however, for any Common Areas maintenance cost separately metered, billed to or paid directly by any Tenant, the floor area of such tenant space attributable to such Common Areas cost shall be deleted from the above proration for such separate cost. The Floor Area hereinabove provided shall not include the floor area of roof structures used for mechanical equipment.

SECTION 5.5. PAYMENT OF COMMON AREAS MAINTENANCE COST

The annual charges for Common Areas maintenance cost shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement in reasonable detail of the actual Common

Areas maintenance cost paid or incurred by Landlord at the end of each calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant against any current or future amounts due from Tenant to Landlord pursuant to this Lease, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of said costs for such period and no more.

ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS

SECTION 6.1. REPAIRS BY LANDLORD

Landlord covenants at its expense to keep the foundations and roof of the Leased Premises, and the structural soundness of the exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VIII. Except as provided in this Section 6.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as hereinafter provided.

SECTION 6.2. QUIET ENJOYMENT

Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

SECTION 6.3. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under the Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under the Lease.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall

Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense or counterclaim, and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLE VII. TENANT'S ADDITIONAL COVENANTS

SECTION 7.1. TENANT'S COVENANTS

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and pay when due the Fixed Minimum Rent, Additional Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any right of recoupment, set-off, deduction or counterclaim whatsoever.

B. To open for business within thirty (30) days after the Lease Commencement Date; to use the Leased Premises only for the use provided in Section 1.1 and in compliance with the Rules and Regulations set forth in Exhibit D; not to use the Leased Premises for any exclusive use granted by Landlord to any other tenant in the Shopping Center; to keep its business located upon the Leased Premises open at all times throughout the term of this Lease during minimum Standard Operating Hours as set for in Section 1.1.Q; that it will not cease operations at said Leased Premises for a period of more than three (3) consecutive days or five (5) days in any Lease Year, without the express written consent of Landlord, which consent may be granted or withheld at Landlord's sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authority or acts of God.

C. Except for repairs required in Section 6.1 to be performed by Landlord, to keep the Leased Premises, including, but not limited to all partitions, doors, fixtures, equipment, apparatus and appurtenances thereof (including lighting, plumbing fixtures, sewer lines and the HVAC systems), clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating), and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. Tenant shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the building and Tenant shall attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. (See Exhibit B "Landlord and Tenant's Work" for additional requirements.)

D. To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or

underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities.

E. To the extent permissible by state law and except for Landlord's negligence or willful misconduct, Tenant waives and releases Landlord and Landlord's agents and employees from all claims for damage to person or property sustained by Tenant and/or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the building of which it shall be a part, or any other part of the Shopping Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep said building or the Leased Premises in repair; (iii) injury done or occasioned by wind, water or other natural elements; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of co-tenants or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

F. To permit Landlord and its agents, upon reasonable notice, except in the event of an emergency, to enter the Leased Premises at reasonable times for the purpose of inspecting same, making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants.

G. To remove, at the termination of this Lease or earlier vacation of the Leased Premises, such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such of the alterations and additions made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty and ordinary wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination or earlier vacation of the Leased Premises shall, at Landlord's option, become the property of Landlord.

H. If any mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon the Shopping Center or any portion thereof shall elect to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate automatically without further action needing to occur, provided that the mortgagee or trustee shall agree in writing to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may in the alternative elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. This election

of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

I. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

J. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or in or to the Common Areas of which Tenant has knowledge.

K. To pay on demand the prevailing party's expenses, including reasonable attorney's fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease in curing any default by the other party as provided herein and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party against the other.

L. Not to make any nonstructural alterations, additions or improvements to the Leased Premises in excess of Five Thousand and no/100 Dollars (\$5,000.00), nor to make any structural changes whatsoever without first obtaining Landlord's written consent.

M. Not to suffer or allow any mechanic's lien to be filed against the Leased Premises or the Shopping Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case before judgment of sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon as provided in Section 9.2 shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the mechanic's lien law of the state.

N. Not to affix or maintain upon the glass panes and supports of the show windows, doors and the exterior of the Leased Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the Leased Premises.

SECTION 7.2. TENANT'S INSURANCE

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof, to indemnify, save and hold Landlord and Landlord's agents harmless from and against all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant including without limitation, Tenant's agents, contractors, employees, licensees, and suppliers. Tenant further covenants to maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant and Landlord and Landlord's agents, as their interests may appear, as Additional Insured, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars (\$1,000,000) and for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars (\$1,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operations of Tenant's business in the Leased Premises, and in addition, and in like amounts covering Tenant's contractual liability under the aforesaid indemnity and hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises. Tenant shall be responsible for and shall insure against damage to the buildings occasioned by theft of Tenant's property. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. *A duly executed Certificate of Insurance clearly stating the insurance requirements provided for herein, naming Landlord and Landlord's agent as Additional Insured (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the date of delivery of the Leased Premises to Tenant and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage; and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.*

SECTION 7.3. ASSIGNMENT OF LEASE

Tenant shall not mortgage, pledge or assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other person to occupy same or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld so long as the assignee or sublessee has equal or better credit and business experience. Any assignment or sub-letting, even with Landlord's consent, shall not relieve Tenant from liability for payment of Fixed Minimum Rent, Additional Rent and all charges, rates and other sums; or from the obligations of Tenant set forth in this Lease.

In the event any assignment or subletting, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease, or to be a consent to any assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior written consent of Landlord.

In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Seven Hundred Fifty and no/100 Dollars (\$750.00), to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. If Tenant desires to assign the Lease or sublease all or part of the Leased Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the effective date of the proposed assignment or sublease, a written notice of its intent, which notice shall; (a) state the name of the proposed assignee or sublessee; (b) state the nature and character of the business of the proposed assignee or sublessee; (c) state the term, use, rental rate and other particulars of the proposed assignment or sublease, including, without limitation, evidence satisfactory to Landlord that the proposed assignee or sublessee is financially responsible and will immediately occupy and thereafter use the Leased Premises for the use stated in Section 1.1 and in accordance with Section 7.1.B; and (d) be accompanied by a copy of the proposed assignment or sublease documents. Upon receipt of said notice including items (a)—(d) above, Landlord shall have the right, at Landlord's sole discretion, within thirty (30) days after receipt of such notice, to approve or disapprove the proposed assignment or sublease, or to terminate this Lease effective as of the proposed effective date of the assignment or sublease (provided, however, that Tenant may nullify Landlord's termination right by withdrawing the proposed assignment or sublease). No assignee of the Lease or sublessee of the Leased Premises or any portion thereof may further assign or sublet the Leased Premises or any portion thereof. In the event Landlord consents to any assignment or subletting, any Renewal Options provided for in this Lease shall become null and void.

ARTICLE VIII. FIRE AND EXTENDED COVERAGE INSURANCE; DAMAGE OR EMINENT DOMAIN

SECTION 8.1. FIRE AND EXTENDED COVERAGE INSURANCE

From and after the Lease Commencement Date of the Lease and throughout the remainder of the Term of this Lease, Landlord shall procure and pay for windstorm, fire and extended coverage insurance, insuring the Shopping Center building in which the Leased Premises are located for such amount as Landlord's lender shall require, in a responsible insurance company authorized to do business in the State in which the Shopping Center exists. Such insurance policy may insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against floods if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the Leased Premises is similar to that of the Tenant. Such insurance may contain the so-called "Replacement

Cost” or “Restoration Endorsement,” a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by Landlord. Tenant shall pay to Landlord, as Additional Rent hereunder, on the first day of each calendar month Tenant’s prorata share of the premiums for said fire and extended coverage insurance, Tenant’s prorata share to be the same as its prorata share of Common Areas expense.

SECTION 8.2. FIRE, EXPLOSION OR OTHER CASUALTY

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than Fifty Percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord’s expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant’s stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (i) Landlord is not required to repair as hereinabove provided, or (ii) the Leased Premises shall be damaged to the extent of Fifty Percent (50%) or more of the cost of replacement, or (iii) the building of which the Leased Premises are a part is damaged to the extent of Twenty Five Percent (25%) or more of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than Twenty Five Percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the act or omission of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, plus the earlier of (i) sixty (60) days or (ii) the date Tenant reopens for business, however, Tenant shall pay all Additional Rent charges beginning on the date Landlord completes its works, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises. In the event the Leased Premises shall be damaged or destroyed and the same are not repaired or rebuilt by Landlord within three hundred sixty-five (365) days after the date of the damage or destruction, unless said repair is held up by Tenant, or in the event that Thirty Percent (30%) or more of the Gross Leasable Area of the Shopping Center shall be damaged or destroyed and the same is not repaired or rebuilt within four hundred fifty-five (455) days after the date of damage or destruction, or in the event of any material damage or destruction to the Leased Premises during the last year of the Lease Term, then, in such event, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

SECTION 8.3. EMINENT DOMAIN

If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken. If less than all of the Floor

Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Fixed Minimum Rent shall be equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the Floor Area of the Leased Premises so taken leaves space no longer suitable for the use set forth in Section 1.1, then the Lease Term shall cease and Tenant shall pay rent up to the date the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If more than Twenty Five Percent (25%) of the Floor Area of the building in which the Leased Premises are located, or more than Twenty Five Percent (25%) of the aggregate Floor Area of all buildings in the Shopping Center, shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. In the event fifty percent (50%) of the Shopping Center is lost due to such taking and such taking significantly impairs Tenant's ability to do business in the Leased Premises, Tenant shall have the right to terminate this Lease by sending a written notice ("Termination Notice") to Landlord setting forth the grounds for such termination and setting a date for such termination ("Termination Date") at least ninety (90) days prior to such Termination Date. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

ARTICLE IX. DEFAULTS BY TENANT AND REMEDIES

SECTION 9.1. DEFAULTS BY TENANT

Without further notice, Landlord may terminate this Lease:

- (i) five (5) days after notice of default, if any default by Tenant continues after notice of default, in case of nonpayment of rent or the nonpayment of any other charges or payments to be made hereunder by Tenant, for more than five (5) days (except no notice need be given for a monetary default occurring after the second such monetary default in any Lease Year); or
- (ii) thirty (30) days after notice of default, if Tenant does not cure any nonmonetary default within a reasonable time, but in any event no later than thirty (30) days after notice of default; or
- (iii) immediately if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files or is subject to a petition under any bankruptcy or insolvency law, and if such a petition filed against Tenant is not dismissed within ninety (90) days; or

- (iv) immediately if a receiver or similar officer becomes entitled to this leasehold; or
- (v) immediately if Tenant's interest in this Lease is taken upon execution or other process of law in any action against Tenant; or
- (vi) immediately if the Leased Premises are levied upon by any revenue officer or similar officer; or
- (vii) immediately if Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part and Tenant does not comply with the provisions of Section 7.1.M; or
- (viii) immediately if Tenant shall abandon, vacate or cease to continually operate its business within said Leased Premises during the term of this Lease for a period of more than three (3) consecutive days or five (5) days in any Lease Year; or
- (ix) immediately if Tenant fails to open for business within thirty (30) days after the Lease Commencement Date.

Upon termination of this Lease, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty, immediately and upon demand, a lump sum of money equal to (a) the value of the Fixed Minimum Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term where recoverable under applicable state law (the "Total Rent Amount") or (b) the Total Rent Amount, less the fair rental value of the Leased Premises for said period. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Fixed Minimum Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this section shall be without relief

from valuation and appraisal laws.

SECTION 9.2. INTEREST ON LATE PAYMENT; LATE CHARGE

Any payment due Landlord by Tenant pursuant to the terms and conditions of this lease including but not limited to all Fixed Minimum Rent, and Additional Rent which shall not be paid when due shall bear interest at the maximum rate payable by Tenant under state law, or in the absence of a maximum rate, at the rate of Eighteen Percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In the event any monetary payment is made more than seven (7) days after its due date, Landlord shall be entitled to a late payment fee of ONE HUNDRED and no/100 DOLLARS (\$100.00) in addition to such interest charge as hereinabove set forth.

SECTION 9.3. HOLDOVER BY TENANT

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at One Hundred Fifty Percent (150%) of the Fixed Minimum Rent subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 9.4. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease at Tenant's expense. Such cost to be immediately reimbursed upon written notice from Landlord that such expense has been paid.

SECTION 9.5. EFFECT OF WAIVERS OF DEFAULT

No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent of waiver to or of any other breach of the same or other covenant, condition or duty.

SECTION 9.6. REMEDIES CUMULATIVE

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised, from time to time, and so often as occasion may arise or as may be deemed expedient.

SECTION 9.7. TERMINATION OF TENANT'S ADDITIONAL RIGHTS

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain option rights at Section 1.1.S. (referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 9.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 10.1. MUTUAL WAIVER OF SUBROGATION RIGHTS

Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

SECTION 10.2. NOTICES FROM ONE PARTY TO THE OTHER

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1.F, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

SECTION 10.3. BROKERAGE

Tenant warrants that it has had no dealings with any broker in connection with this Lease other

than the City of Flowery Branch and Landlord's broker, Oakhurst Realty Partners, and Janet Thomas of Century 21 Connect Realty, Tenant's Broker and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

SECTION 10.4. RELATIONSHIP TO THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

SECTION 10.5. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord no later than ten (10) days after such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates through which the Fixed Minimum Rent, Additional Rent, and other charges have been paid, and making such other reasonable certifications as Landlord, Landlord's mortgagee or Landlord's potential mortgagee may require.

SECTION 10.6. APPLICABLE LAW AND CONSTRUCTION

The laws of the State in which the Shopping Center exists shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

SECTION 10.7. FORCE MAJEURE

Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, said party shall not be liable or responsible for any delay due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said party, and in any such event said time period shall be extended for the amount of time said party is so delayed, provided that this section shall not apply to Tenant's covenants to pay Rent and other charges hereunder.

SECTION 10.8. EXECUTION OF LEASE BY LANDLORD

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

SECTION 10.9. BINDING EFFECT OF LEASE

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

SECTION 10.10. SURVIVAL

All representations, warranties, covenants, conditions and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

SECTION 10.11. NO MODIFICATION

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 10.12. SEVERABILITY

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 10.13. SIGN CRITERIA

Within fifteen (15) days after full Lease execution, Tenant shall submit to Landlord two (2) sets of drawings for all proposed signage. The drawings shall clearly show location of sign on storefront elevation, graphics, colors and materials. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated in Exhibit E (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Shopping Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 10.13, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have thirty (30) days from the Possession Date in which to install approved signage on the building facade or Tenant shall be deemed in default.

SECTION 10.14. SALES AND RENTAL TAX

Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State in which the Shopping Center exists or any other governmental agency with respect to all Fixed Minimum Rent, Additional Rent, and all other payments of monies, including but not limited to, Common Areas maintenance charges and Real Estate Taxes paid by Tenant to Landlord pursuant to the terms of this Lease.

SECTION 10.15. FAILURE OF TENANT TO OPEN

If Tenant fails to open for business within three hundred and sixty (360) days after the Lease Commencement Date, then Landlord may terminate this Lease, at Landlord's option, and all monies paid to Landlord shall remain the property of Landlord.

SECTION 10.16. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42

U.S.C.A. §§ 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to acts and/or omissions of the Tenant. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify and hold Landlord harmless in the manner elsewhere provided in this Lease from any release of hazardous materials on the Leased Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

Landlord, to the best of Landlord's knowledge and belief, states that there are no hazardous materials within the Leased Premises as of the date of this Lease.

Landlord acknowledges that materials potentially presenting a biohazard risk may be present on the site during the course of Tenant's business activities and that such biohazardous material will be collected and stored in containers using the universal biohazardous symbol in the Leased Premises prior to proper disposal. Tenant will at all times store such material in the required manner and shall assure that the material is disposed of as required by all governmental agencies. The parties acknowledge that Landlord shall not be responsible for the disposal or storage of any such materials and that in the event Landlord, its agents or employees shall enter the Leased Premises such party shall use best efforts and caution to deal in a reasonable manner with any such materials if required to do so.

SECTION 10.17. RIGHT TO RELOCATE

In the event Landlord shall add additional buildings to the Shopping Center or expand any of the buildings currently contained therein or renovate or reconfigure any part of the Shopping Center in the vicinity of the Leased Premises, Landlord shall have the right, subject to Tenant's right of termination as set forth below to relocate Tenant's operation to other premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

Landlord shall notify Tenant, at least one hundred fifty (150) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; the proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; and the New Premises shall be substantially the same in size and configuration as the Leased Premises described in the Lease.

In the event Landlord relocates Tenant and has completed the Tenant Improvements at Landlord's expense, Tenant shall enter into a new lease agreement with Landlord for a period of five (5) years under the same terms and conditions of this Lease.

In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to reject the relocation request. Upon Landlord's receipt of Tenant's rejection Landlord shall, in its sole discretion, have the right to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice or to retract the relocation request and this Lease shall continue in full force and effect. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired term of this Lease.

Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

SECTION 10.18. AMERICANS WITH DISABILITIES ACT

Landlord agrees that at the time of delivery to Tenant all common areas, such as sidewalks and parking lots to the best of Landlord's knowledge will comply with the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. At Tenant's expense, Tenant agrees to design, furnish, and construct the Leased Premises to comply with the Americans with Disabilities Act of 1990.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Premises.

SECTION 10.19. RECORDATION

Neither this Lease nor a short form or memorandum thereof shall be recorded in the public records.

SECTION 10.20. LANDLORD'S RESTRICTIONS

Except as permitted by existing leases, Landlord, to the best of Landlord's ability, agrees that no part of the Shopping Center shall be occupied by an adult book or adult video store or other businesses which sell or display pornographic material, however, any sale of adult magazines or rental of adult videos in less than ten percent (10%) of the sales floor area of any tenant shall not be considered a violation of this agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Date: _____ Date: _____

LANDLORD: City of Flowery Branch, GA TENANT: El Sabor Costeno Taqueria, LLC

By: Edward R. Asbridge, Mayor

By: Armando Altamirano Emiliano

ATTEST:

Sworn to and subscribed before me
this _____ day of May, 2022.

By: Shelia Cooper, City Clerk

NOTARY PUBLIC

My Commission Expires: _____

[CITY SEAL]

[NOTARY SEAL]

EXHIBIT A
SITE PLAN

This Exhibit is solely for the purpose of showing the approximate location of the Leased Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

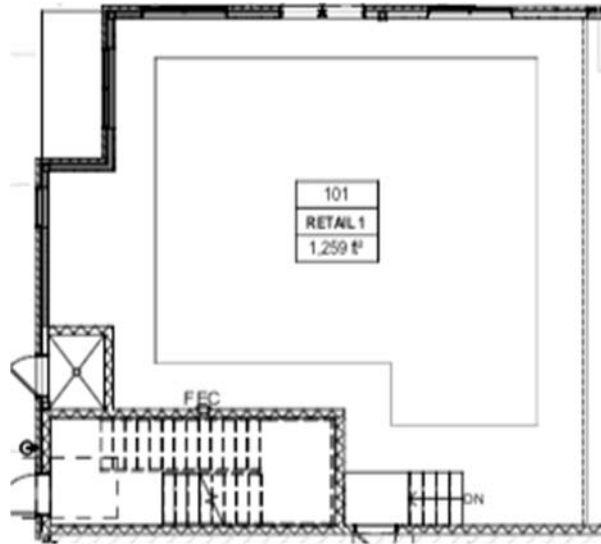


EXHIBIT B

LANDLORD AND TENANT'S WORK

Landlord's Work

1. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees to accept delivery of possession of the Leased Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Leased Premises for Tenant's occupancy, except as set forth below:

a. Landlord shall deliver the major components of the internal grease trap, sanitary sewer stub, ventilation chase for hood exhaust and an undistributed HVAC system in good working order.

2. Provided Tenant is not in default hereunder and shall have completed Tenant's Work in compliance with the plans and specifications approved by Landlord and in compliance with all governmental codes, ordinances and the terms hereof, Landlord shall pay to Tenant a sum up to Sixty Two Thousand, Nine Hundred Fifty and No/100 Dollars (\$62,950.00) as a construction allowance (the "Tenant Improvement Allowance"), in no event to exceed the actual costs of improvements constituting Tenant's Work which are installed in the Leased Premises. The Tenant Improvement Allowance shall be paid by Landlord in four monthly installments at the following time: (a) completion of 25% of the Tenant Work; (b) completion of 50% of the Tenant Work; (c) completion of 75% Tenant Work; and (d) the date Tenant opens the Leased Premises to the public. The payment of all installments shall be subject to Landlord's inspection confirming the percentage of Tenant Work has been completed in compliance with all applicable laws, codes, rules, and regulations. Additionally, the payment of the final installment is conditioned upon the Tenant delivers to Landlord the following documentation: (i) a certificate of occupancy for the Leased Premises, (ii) waivers of lien in form and substance satisfactory to Landlord, (iii) paid invoices for Tenant's Work for which the Tenant Improvement Allowance will be or has been applied, (iv) proof of installation of a Landlord approved exterior sign on the Leased Premises which identifies Tenant's business. Any portion of the Tenant Improvement Allowance not utilized by Tenant in connection with initial improvement of the Leased Premises in accordance with the provisions of this Work Schedule shall be retained by Landlord for Landlord's benefit. No portion of the Tenant Improvement Allowance shall be applied toward Tenant's moving expenses, furniture, trade fixtures, equipment or any other personal property of Tenant. In the event of default under this Lease by Tenant, which default shall not have been fully cured by Tenant within any applicable cure period allowed under this Lease, any and all portions of the Tenant Improvement Allowance which shall have theretofore been disbursed to Tenant shall constitute additional rent and shall be immediately due and payable as such to Landlord.

3. During the construction of the Tenant Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance for the benefit of Tenant in installments as set forth in Paragraph 2 above and shall authorize the release of monies for the benefit of the Tenant as follows:

During the construction of the Tenant Improvements (or such other date as the Landlord may designate), Tenant shall deliver to Landlord: (a) a request for reimbursement of amounts paid to the contractor, approved by Tenant in a form to be provided by landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed, (b) all invoices for labor rendered and materials for the Premises, (c) executed mechanic's lien releases as applicable, from all of Tenant's agents performing work in the Premises, and (d) all other information reasonably required by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in the Tenant's reimbursement request. Within thirty (30) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of (i) the amounts so requested by Tenant as, or (ii) the balance of any remaining available portion of the Tenant Improvement Allowance balance provided that Landlord does not dispute any request for payment based on non-compliance of any work with the plans and specifications or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplies as set forth in Tenant's payment request. Upon completion of the construction of the Tenant Improvements, Tenant shall deliver to Landlord properly executed mechanic's liens for work furnished and/or the materials supplied.

Tenant's Work

1. Tenant agrees to submit to Landlord plans and specifications covering the Tenant Improvements in such detail as Landlord or Managing Agent may require within fifteen (15) days of execution of this Lease and Tenant agrees not to commence work on any of the Tenant Improvements until Landlord has approved such plans and specifications in writing. On or before the Possession Date, Tenant shall deposit with Landlord a certificate of insurance clearly stating the insurance requirements specified in Section 7.2, Tenant shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Leased Premises. At all times during Tenant's construction, Landlord and its representatives shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Tenant Improvements. Tenant, at its sole cost, shall complete all interior improvements needed to operate its business.

2. Heating and Air Conditioning Maintenance Provisions:

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State in which the Shopping Center exists, which firm shall:

a. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters and other parts as required; and supply Landlord with copies of the maintenance reports should Landlord request them to do so.

b. Perform energy and extraordinary repairs on the air conditioning unit(s).

c. Keep a detailed record of all services performed on the Leased Premises and prepare an annual service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord at the end of each calendar year, a copy of said annual service report. Not later than thirty (30) days prior to the Lease Commencement Date of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT C
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in GMD 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

The Retail Master Unit of the FB Main Street Master Condominium, as established by the Declaration of Condominium for FB Main Street, A Master Condominium, of record in Deed Book 8924, Page 507-595, Hall County, Georgia records, together with the undivided percentage of interest in the Common Elements appurtenance to said Unit as set forth in Exhibit B of the Declaration of Condominium for FB Main Street, A Master Condominium. Reference is hereby made to the plat of FB Main Street, A Master Condominium of record in Plat Book 880, Page 440 in Plat Book 880, Pages 441-445 Hall County, Georgia records, for a more complete identification and description of the Retail Master Unit.

EXHIBIT D
RULES AND REGULATIONS

Tenant covenants and agrees that Tenant, at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Leased Premises and all corridors and loading areas immediately adjoining the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will promptly replace, any plate glass or window glass of the Leased Premises which may become cracked or broken, with glass of a like kind and quality;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the Leased Premises or within two (2) feet of any entrance from the Leased Premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so produced, transmitted or reproduced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or seen outside of the Leased Premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable

federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of Leased Premises or any work to be performed in the Leased Premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the Leased Premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the Leased Premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the Leased Premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted in the Leased Premises) required by the aforementioned rules, regulations and associations or other body in order to obtain insurance at the lowest available premium rate throughout the Term of the Lease;

(k) Will keep all outside areas immediately adjoining the Leased Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(l) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(m) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(n) Will not place or cause or permit to be placed within the Leased Premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord;

(o) Will comply with all obligations of the FB Main Street – A Master Condominium Declaration of Covenants and By-Laws.

EXHIBIT E
SIGN CRITERIA

Signs shall be furnished and installed by Tenant according to the following:

1. Landlord may erect and maintain such suitable signs or signage as Landlord, in its sole discretion, may deem appropriate to advertise the Premises.
2. Tenant may erect and maintain, at its sole cost and expense, not more than one (1) sign upon the exterior of the Premises, identifying Tenant's business by name. No such sign erected by Tenant shall contain a listing of merchandise or service or any slogan related to Tenant's business.
3. Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.
4. All signs and sign locations must be approved by Landlord prior to installation, and Landlord reserves the right, in its sole discretion, to reject any sign proposed by Tenant that does not meet Landlord's requirements.
5. All signs must comply with applicable government regulations and requirements, and Tenant shall keep all signs property maintained and in good working order.
6. Care should be taken to prevent damage to the façade during sign installation.
7. Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.
8. All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.

EXHIBIT F
GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENTANT:	EL SABOR COSTENO TAQUERIA, LLC
LEASE DATE:	

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the “Lease”), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called “Landlord”), and EL SABOR COSTENO TAQUERIA, LLC, (hereinafter called “Tenant”), the undersigned, Armando Altamirano Emiliano an individual, (hereinafter called “Guarantor”), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant’s share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys’ fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR(S):

Armando Altamirano Emiliano

By: _____

an Individual

Address: 5467 Riverchase Dr. Flowery Branch, GA. 30542

Social Security Number:

Sworn to and subscribed before me
this ____ day of May, 2022.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT G RENT SCHEDULE

The following schedule shall begin on the Fixed Minimum Rent Commencement Date. Notwithstanding the foregoing, beginning on the Possession Date Tenant shall begin the payment of Tenant's prorata share of Additional Rent as shown in Section 1.1.M.

LEASE TERM

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 1 – 12	\$2,622.91	\$31,474.92	Full Amount Due Under the Lease
Months 13 – 24	\$2,701.60	\$32,419.17	Full Amount Due Under the Lease
Months 25 – 36	\$2,782.65	\$33,391.74	Full Amount Due Under the Lease
Months 37 – 48	\$2,866.12	\$34,393.49	Full Amount Due Under the Lease
Months 49 – 60	\$2,952.11	\$35,425.30	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 61 – 72	\$3,040.67	\$36,488.06	Full Amount Due Under the Lease
Months 73 - 84	\$3,131.89	\$37,582.70	Full Amount Due Under the Lease
Months 85 - 96	\$3,225.85	\$38,710.18	Full Amount Due Under the Lease
Months 97 – 108	\$3,322.62	\$39,871.18	Full Amount Due Under the Lease
Months 109 - 120	\$3,422.30	\$41,067.63	Full Amount Due Under the Lease