



**City of Flowery Branch
City Council Meeting
Thursday, June 20, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

PUBLIC HEARING:

- Public Hearing for FY2025 Budget and Tax Year 2024 Millage Rate.
[Executive Summary - FY2025 Budget Hearings.pdf](#)
[FY2025 Proposed Budget.pdf](#)
- Public Hearing to Consider Variance Requests for 5632 Church Street for Front Porch Length and Garage Placement Requirements.
[Flowery Branch Variance 4_23_24.pdf](#)
[Flowery Branch Variance 4_23_24_01.pdf](#)
- Public Hearing to Consider Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD) .
[FB Zoning Micro-breweries and distilleries 6 17 24.pdf](#)
[ES -Alcoholic Bevs Ordinance \(717 & 718\).pdf](#)

UNFINISHED BUSINESS - WORK SESSION:

- Consider the Second Reading of Ordinance Number 716 to Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.
[FY2025 Budget Ordinance Executive Summary 2nd reading.pdf](#)
[Ordinance 716 Millage Rate 2024 - 3.264 millage rate.pdf](#)

NEW BUSINESS -WORK SESSION:

- Consider a Beer and Wine License for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway.
[Executive Summary D'Italia Pizzeria Beer & Wine.pdf](#)
- Consider Authorizing the Mayor to Execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement
[ES - TSPLOST Intergovernmental Agreement.pdf](#)
[TSPLOST IGA - 2024 - 6 Year Revision 5.31.pdf](#)
[T-SPLOST Options - Finalized with Municipal % Updated Census - 2nd Draft.pdf](#)
- Consider a Real Estate Agreement with Blessing Traders, Inc. for the Purchase of Real Property for the Roundabout at Gaines Ferry Road and McEver Road

[ES - Property Purchase Blessing Traders roundabout.pdf](#)

[Blessing Traders Property Purchase Agreement.pdf](#)

- Consider Resolution 24-003 Adopting the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

[FY2025 Budget Resolution Executive Summary.pdf](#)

[Resolution 24-003 To Adopt FY2025 Annual Budget.pdf](#)

[2024 Holiday Schedule Revised.pdf](#)

[Master Fee Schedule FY2025.pdf](#)

[FY2025 Proposed Budget.pdf](#)

- Consider Adoption of Resolution 24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution 24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

[RESOLUTION NO.24-004 ISSUANCE OF BONDS.pdf](#)

[INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT.pdf](#)

[Continuing Disclosure Certificate.pdf](#)

[Executive Summary - FY2024 Bond.pdf](#)

- Consider Amendment #1 to the Lease Agreement with Baby Bell Candy Apples, LLC. to Extend the Lease for Six Months.

[9.21.2023 Baby Bell Candy Apples, LLC Lease Agreement.pdf](#)

[Executive_Summary_Baby_Bell_Candy_Apples_First_Amendment.pdf](#)

- Consent Termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with Giustino's Deli, LLC. for 5509 Main Street.

[Executive Summary Termination of Lease with Giustino's Deli, LLC .pdf](#)

[Giustino_s_Deli_5509_Main_Street_Lease_Agreement.pdf](#)

[Consent Termination of Lease Agreement with Giustino's Deli LLC.pdf](#)

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[FB Zoning Micro-breweries and distilleries 6 17 24.pdf](#)

[ES -Alcoholic Bevs Ordinance.pdf](#)

- Consider the First Reading of Ordinance Number 718 which Considers Changes to Chapter 8 of the Flowery Branch City Code.

[Flowery Branch alcoholic beverages ordinance 6 17 24.pdf](#)

[ES -Alcoholic Bevs Ordinance \(717 & 718\).pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report

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

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

- Consider May 18, 2024 Special Called City Council Meeting Minutes
[Unofficial May 18, 2024 Special Called Meeting Minutes.pdf](#)
- Consider June 6, 2024 Special Called City Council Meeting Minutes
[Unofficial June 6, 2024 Special Called City Council Meeting Minutes.pdf](#)
- Consider June 6, 2024, 6:00 PM City Council Meeting Minutes
[Unofficial June 6, 2024, 6PM City Council Meeting Minutes.pdf](#)
- Consider a Beer and Wine License for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway.
[Executive Summary D'Italia Pizzeria Beer & Wine.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second Reading of Ordinance Number 714, Amending the Zoning Ordinance to Correct Typographical Errors in Article 9 Section 9.3.
[Ordinance 714 TB .pdf](#)
- Consider the Second Reading of Ordinance Number 715, a Rezoning Request Submitted by Mr. Mike Dye of Edge City Properties.
[Ordinance 715 - Rezoning 0 Gainesville Street - Edge City Properties_May 28 updates.pdf](#)
[Staff Report 0 Gainesville St_May 28.pdf](#)
- Consider the Second Reading of Ordinance Number 716 to Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.
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EXECUTIVE SESSION:

ADJOURNMENT:

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



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Hearing for FY2025 Budget and Tax Year 2024 Millage Rate.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

Public Hearing for the FY2025 Budget

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 Budget was prepared with a millage of 3.264, which in the current environment is classified as a tax increase. This is one of the three required public hearings.

OPTIONS:

N/A

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approval

SAMPLE MOTION:

N/A

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - FY2025 Budget Hearings.pdf](#)
- [FY2025 Proposed Budget.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: FY2025 Budget and Tax Year 2024 Millage Rate Public Hearing

DATE: June 6, 2024

() RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

(X) STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: Discussion Only

PURPOSE:

FY2025 Budget Presentation.

HISTORY:

Public Hearing for the FY2025 Budget.

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 Budget was prepared with a millage of 3.264, which in the current environment is classified as a tax increase. This is one of the three required public hearings.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

N/A

DEPARTMENT: Administration

Prepared by: Matthew Hamby

PROJECTED REVENUES AND OTHER SOURCES
GENERAL FUND SUMMARY

REVENUE SOURCE	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	
Current Real & Personal	\$ 2,134,881	\$ 2,838,592	\$ 3,018,764	6.3%
Mobile Home Tax	1,465	500	500	0.0%
Motor Vehicle	8,753	7,500	7,500	0.0%
Total Current Taxes	<u>2,145,099</u>	<u>2,846,592</u>	<u>3,026,764</u>	<u>6.3%</u>
Penalties & Interest	1,597	1,000	2,500	150.0%
Total Property Taxes	<u>2,146,696</u>	<u>2,847,592</u>	<u>3,029,264</u>	<u>6.4%</u>
Title Ad Valorem Tax	583,793	475,000	580,000	22.1%
Alternative Ad Valorem Tax	7,076	5,000	5,000	0.0%
Intangible Tax	26,043	25,000	18,000	-28.0%
Railroad Equipment Tax	473	500	500	0.0%
Street Light Tax	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	21,272	10,000	14,000	40.0%
Franchise Fees	659,716	640,000	627,000	-2.0%
Local Option Sales Tax	2,392,395	1,680,000	2,403,687	43.1%
Alcoholic Beverage Taxes	368,908	337,250	320,000	-5.1%
Occupational Tax	86,089	40,000	45,000	12.5%
Insurance Premium Tax	831,227	707,000	833,000	17.8%
Financial Institution Tax	23,230	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	-	603	N/A
Total Other Taxes	<u>5,009,935</u>	<u>3,951,860</u>	<u>4,878,900</u>	<u>23.5%</u>
Fines, Fees, and Forfeitures	433,651	417,650	517,650	23.9%
Permits and Zoning Fees	255,049	227,800	302,600	32.8%
Alcohol Licenses & Fees	83,320	79,000	89,000	12.7%
Other Fees and Licenses	19,416	26,100	29,100	11.5%
Interest	43,070	142,000	160,000	12.7%
Intergovernmental Revenue	1,403	20,000	-	-100.0%
Rent - Tourism	59,595	84,000	49,500	-41.1%
Lease Revenue	52,767	-	-	N/A
Miscellaneous	26,333	42,720	42,720	0.0%
Charges for Services - Indirect Cost Allocat	-	789,679	812,759	2.9%
				N/A
Total Other	<u>974,605</u>	<u>1,828,949</u>	<u>2,003,329</u>	<u>9.5%</u>
Total Operating Revenues	<u>8,131,235</u>	<u>8,628,401</u>	<u>9,911,493</u>	<u>14.9%</u>
Other Financing Sources				
Transfers from Other Funds	147,272	125,000	70,000	-44.0%
Sale of General Fixed Assets	-	500	-	-100.0%
Budgeted Fund Balance	-	-	-	N/A
Total Other Financing Sources	<u>147,272</u>	<u>125,500</u>	<u>70,000</u>	<u>-44.2%</u>
Total Revenues & Other Sources	<u>\$ 8,278,507</u>	<u>\$ 8,753,901</u>	<u>\$ 9,981,493</u>	<u>14.0%</u>

SUMMARY OF EXPENDITURES & OTHER USES

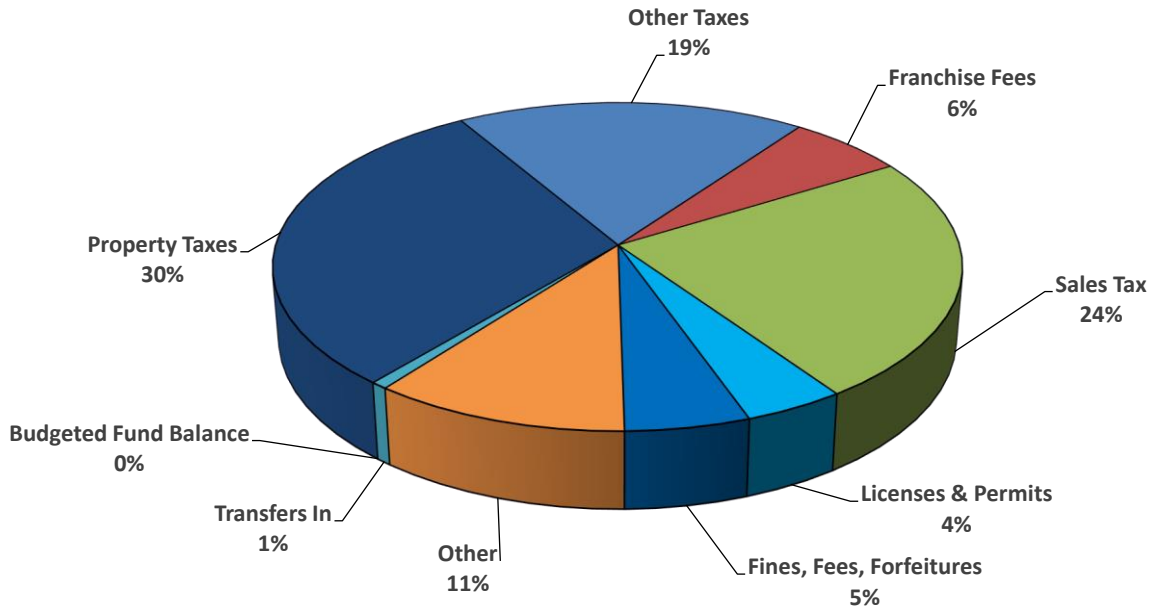
GENERAL FUND SUMMARY

	FY2023	FY2024	FY2025	%
DEPARTMENTAL EXPENDITURES	ACTUAL	REVISED BUDGET	BUDGET	CHANGE
Mayor & Council	\$ 64,838	\$ 81,857	\$ 83,507	2.0%
City Clerk	76,719	172,746	204,021	18.1%
City Manager	98,978	249,046	247,677	-0.5%
Financial Services	565,136	857,857	905,233	5.5%
Human Resources	-	-	24,550	N/A
Public Lands & Buildings	191,418	217,360	286,300	31.7%
Municipal Court	201,248	241,258	285,922	18.5%
Police	2,079,341	2,703,489	2,875,785	6.4%
Highways & Street Administration	565,308	1,311,196	1,326,315	1.2%
Planning & Community Development	899,566	1,048,665	1,119,175	6.7%
Tourism	348,674	502,273	690,425	37.5%
Agency Allocations - Other	37,473	42,500	52,607	23.8%
Risk Management	106,200	212,000	310,000	46.2%
Contingency	-	254,849	336,461	32.0%
Departmental Expenditures	5,234,897	7,895,096	8,747,978	10.8%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
	-	-	-	N/A
Total Other Transfers	-	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	850,000	858,805	1,233,515	43.6%
				N/A
Total Other Uses	850,000	858,805	1,233,515	43.6%
Total Expenditures & Other Uses	6,084,897	8,753,901	9,981,493	14.0%
Revenues Over /				
(Under) Expenditures	\$ 2,193,610	\$ -	\$ -	N/A

GENERAL FUND REVENUES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Property Taxes	\$ 2,146,696	\$ 2,847,592	\$ 3,029,264	30.3%
Other Taxes	1,957,824	1,631,860	1,848,213	18.5%
Franchise Fees	659,716	640,000	627,000	6.3%
Sales Tax	2,392,395	1,680,000	2,403,687	24.1%
Licenses & Permits	357,785	332,900	420,700	4.2%
Fines, Fees, Forfeitures	433,651	417,650	517,650	5.2%
Other	183,168	1,078,899	1,064,979	10.7%
Transfers In	147,272	125,000	70,000	0.7%
Budgeted Fund Balance	-	-	-	0.0%
Total General Fund	<u>\$ 8,278,508</u>	<u>\$ 8,753,901</u>	<u>\$ 9,981,493</u>	<u>100.0%</u>

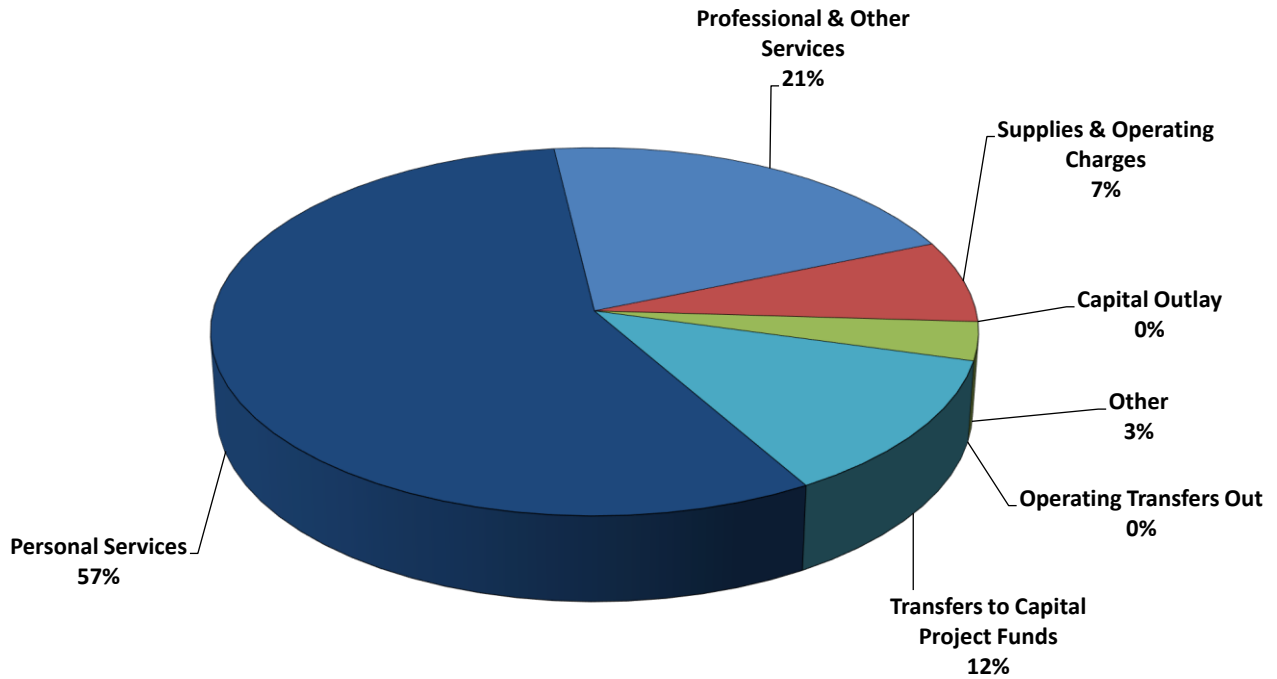
GENERAL FUND REVENUES BY CATEGORY



GENERAL FUND EXPENDITURES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Personal Services	\$ 3,341,892	\$ 5,300,751	\$ 5,634,880	56.5%
Professional & Other Services	1,312,814	1,691,666	2,056,280	20.6%
Supplies & Operating Charges	580,192	640,330	720,357	7.2%
Capital Outlay	-	7,500	-	0.0%
Other	-	254,849	336,461	3.4%
Operating Transfers Out	-	-	-	0.0%
Transfers to Capital Project Funds	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

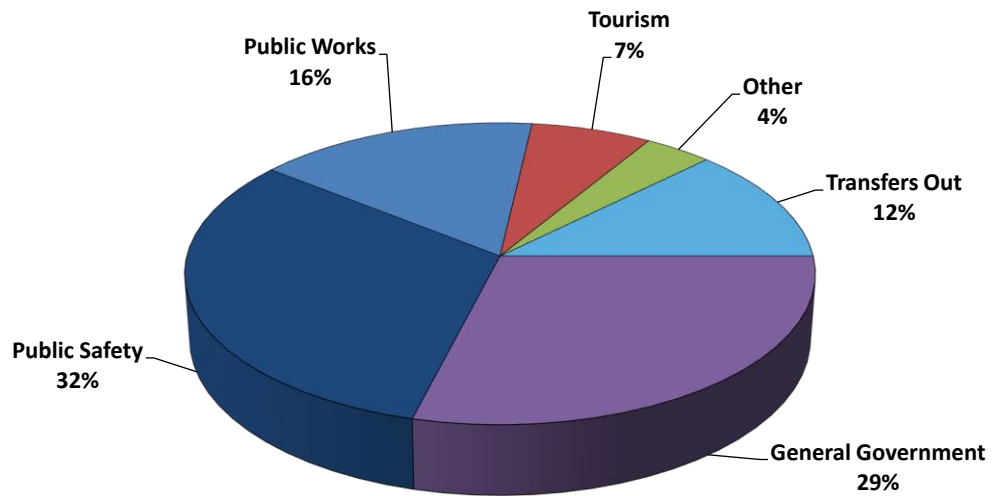
GENERAL FUND EXPENDITURES BY CATEGORY



GENERAL FUND EXPENDITURES BY SERVICE GROUP

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
General Government	\$ 1,811,436	\$ 2,622,171	\$ 2,894,162	29.0%
Public Safety	2,280,589	2,944,747	3,161,707	31.7%
Public Works	756,726	1,528,556	1,612,615	16.2%
Tourism	348,674	502,273	690,425	6.9%
Other	37,473	297,349	389,068	3.9%
Transfers Out	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

GENERAL FUND EXPENDITURES BY SERVICE GROUP



MAYOR AND COUNCIL

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Mayor and five Council Members represent the governing body of the City of Flowery Branch. Each member of the governing body is elected by the voters of the city at-large. The members of the governing body are elected via nonpartisan elections to serve four year terms which are staggered.	Funding Source: General Fund	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
	Personal Services	50,811	53,287	53,287
	Professional & Other Services	13,255	25,220	26,220
	Supplies & Operating Charges	773	3,350	4,000
	Capital Outlay	-	-	-
		\$ 64,838	\$ 81,857	\$ 83,507

MISSION STATEMENT:

To establish policy direction and execute legislative decision making for the City of Flowery Branch.

GOALS & OBJECTIVES:

1. Economic Development

- * Generate more business & attract new businesses in downtown area.
- * Update the Unified Development Code.
- * Begin Downtown Development Phase II.

2. Financial Stability

- * Further diversify the City's revenue streams.

3. Internal Operations

- * Enhance employee compensation and benefits.
- * Hire needed additional staff members.

4. Infrastructure Improvements

- * Continue updating the City's roadways and pedestrian pathways.
- * Continue updating the City's water and sewer infrastructure.

5. Public Safety

- * Attract and retain highly qualified police personnel.
- * Ensure the police response is in an efficient and effective manner.

PERFORMANCE MEASURES:

MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
New Business	ED	N/A	N/A	2	3	3	3
Investment & Interest Revenue	FS	\$ 17,782	\$ 10,271	\$ 192,605	\$ 241,929	\$ 700,000	\$ 750,000
Authorized Positions	IO	44	51	59	65	65	68
\$ Spent on Infrastructure Improvements	II	N/A	\$ 3,674,955	\$ 7,417,269	\$ 1,004,421	\$ 14,500,000	\$ 28,927,298

CITY CLERK

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Clerk works with members of the Council and other departments to execute the agenda. The City Clerk's responsibilities include recording minutes of council meetings and maintaining all municipal documents. The City Clerk must also prepare meeting agendas that report on current issues facing our community, record data and ensure that documents are stored, filed and maintained correctly. Prepare and maintain official reports, legal documents, financial records and reference material. A City Clerk works directly with the Mayor, City Council and various Directors of all city administration departments. <i>*FY2024 Salary Increase to salary allocation changes.</i>	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	55,526	131,451	118,751
	Professional & Other Services	16,778	34,595	81,020
	Supplies & Operating Charges	4,415	6,700	4,250
	Capital Outlay	-	-	-
		\$ 76,719	\$ 172,746	\$ 204,021

MISSION STATEMENT:
The office of the City Clerk's mission is to bridge the gap between the public and government by providing service that exceeds the public's expectations and is based on a foundation of integrity and excellence.

GOALS & OBJECTIVES:
1. <u>Maintain excellence in records management.</u> * Research and implement technology to increase transparency in records management. * Utilize the new Assistant City Clerk to increase efficiencies in records retention. * Create a disaster recovery plan. 2. <u>Increase knowledge of City operations.</u> * Continue the education process of the Master Municipal Clerk program. * Obtain the Certified City Clerk certificate for the Assistant City Clerk. 3. <u>Ensure city meetings are run in an efficient and effective manner.</u> * Hold biweekly meetings with city staff to ensure agendas are posted as requested by the Mayor.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Average days agenda posted prior to meeting	IO	N/A	N/A	4.75	5.5	7	7
Average # of records scanned monthly	IO	65	10	40	50	50	50
# of certifications maintained	IO	N/A	N/A	2	3	3	4

CITY MANAGER OFFICE

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Manager's Office is responsible for implementation of the City Council's policy decisions and direction, leadership and direction of department heads and other staff, as well as working with Council and staff to develop action plans and programs to support the City's mission, values and priorities while serving our great community. <i>*FY2024 Salary Increase to salary allocation changes and new position.</i>	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	88,270	193,842	200,845
	Professional & Other Services	10,439	48,204	41,832
	Supplies & Operating Charges	268	7,000	5,000
	Capital Outlay	-	-	-
		\$ 98,978	\$ 249,046	\$ 247,677

MISSION STATEMENT:
The mission of the City Manager's Office is to provide excellence in assisting the City Council establish community goals and policies and providing leadership and direction in the administration of all City departments and services.

GOALS & OBJECTIVES:
1 <u>Ensure the City is fiscally responsible.</u> * Submit a balanced budget to council. * Present a five-year capital plan to council. 2 <u>Ensure the city is transparent to the community.</u> * Keep the council informed on all city operations * Keep the community informed of progress on all capital projects. 5 <u>Ensure Flowery Branch is a safe community to live, work and play.</u> * Create a city-wide safety program.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Balance budget submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
Five-year Capital Plan submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
# of Updates submitted (at least 3 per month)	IO	N/A	N/A	48	24	36	36
Hold quarterly CIP meetings for updates	IO	N/A	N/A	4	2	4	4
# of ClearGov Transparency portal updates	IO	N/A	N/A	5	5	12	12

FINANCIAL SERVICES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The General Administration Department is accountable for financial activity, including reporting, investments, purchasing, budget, revenue collections, grant application and tracking, capital project tracking, payroll, and capital asset tracking. * FY2024 increase due to salary allocation changes.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	379,196	593,537	606,493
	Professional & Other Services	159,315	237,220	279,190
	Supplies & Operating Charges	26,625	27,100	19,550
	Capital Outlay	-	-	-
		\$ 565,136	\$ 857,857	\$ 905,233

MISSION STATEMENT:
To protect and improve the financial health of the City and teach, encourage, and assure good stewardship of City resources.

GOALS & OBJECTIVES:
1. <u>Protect and improve the financial resources of the City.</u> * Maximize investment earnings. * Update financial reporting. * Increase financial transparency through the ClearGov web portal. 2. <u>Assure continued compliance with laws and regulations.</u> * Work with auditor to implement necessary GASB Statements. * Continue training in the state purchasing guidelines. 3. <u>Utilize technology to improve efficiencies and decrease costs.</u> * Research and implement alternative ways to collect payments. * Continue to implement necessary modules in financial software.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Average Yield Earned	FS	N/A	N/A	N/A	5.25%	4%	4.50%
Govt. Finance Officers Assoc awards	IO	1	2	2	6	9	12
ClearGov Financial updates	IO	N/A	N/A	N/A	5	12	12
Credit Agency Bond Rating	IO	Aa2	Aa2	Aa2	Aa2	Aa2	Aa2

HUMAN RESOURCES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Human Resources department is responsible for developing, coordinating, and implementing personnel policies ensuring legal compliance and implementation of the City's mission and talent strategy. This department manages personnel records, benefits administration, workers compensation, and recruitment efforts. Human Resources is responsible for payroll, onboarding and offboarding, as well as verifying compliance with state and federal laws such as FMLA, EEOC, ADA, FLSA, etc.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	-	-	-
	Professional & Other Services	-	-	10,550
	Supplies & Operating Charges	-	-	14,000
	Capital Outlay	-	-	-
		\$ -	\$ -	\$ 24,550

MISSION STATEMENT:
To develop, implement, and support programs and processes that add value to the City of Flowery Branch and its employees while supporting our vision to deliver exemplary service and exhibiting our values.

GOALS & OBJECTIVES:
1. <u>Attract and Retain Highly Qualified Personnel</u> * Streamline the application and onboarding process. * Develop an employer brand for recruitment efforts. * Ensure job descriptions are accurate. 2. <u>Promote a healthy lifestyle in the home and workplace.</u> * Develop an Employee Wellness/Mental Health Program * Educate and empower employees with health education. * Raise awareness about the importance of mental health and promote help seeking behaviors. 3. <u>Invest in Ongoing Professional Development</u> * Obtain SHRM certification. * Obtain the Certified Retirement Plan Fiduciary designation through GAPPT Trustee School.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Time to Hire in days (Accepted Offer - Job Posted)	IO	N/A	N/A	N/A	N/A	N/A	30
Updated Job Descriptions	IO	N/A	N/A	N/A	N/A	N/A	25%
Healthy Living Lunch and Learns	IO	N/A	N/A	N/A	N/A	N/A	4
Participation in Healthy Living Events/Challenge	IO	N/A	N/A	N/A	N/A	N/A	2

GENERAL FUND
RISK MANAGEMENT
 BUDGET REQUEST AND JUSTIFICATION FORM

	FY2023 ACTUAL	FY2024 ADJ BUDGET	FY2025 BUDGET	% CHANGE
Operating:				
Personal Services	\$ -	\$ 100,000	\$ 125,000	25.0%
Professional & Other Services	105,078	111,000	180,000	62.2%
Supplies & Operating Charges	1,122	1,000	5,000	400.0%
Total Operating	<u>106,200</u>	<u>212,000</u>	<u>310,000</u>	46.2%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 106,200</u>	<u>\$ 212,000</u>	<u>\$ 310,000</u>	46.2%

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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PUBLIC WORKS DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Public Works Department is comprised of 2 General Fund divisions: Public Lands and Buildings (PL&B) and Highways & Street Administration. PL&B ensures a safe, functional, comfortable, clean, attractive and pleasant environment in the buildings under its management. Highways & Street Administration is responsible for the repair and maintenance of all streets, sidewalks, storm drainage infrastructure, rights-of-way, and other related facilities located within the City of Flowery Branch. *FY2024 Salary Increase to salary allocation changes.	Funding Source: General Fund	FY2023 ACTUAL	FY2024* BUDGET	FY2025 BUDGET
	Personal Services	347,998	946,746	994,815
	Professional & Other Services	210,078	392,010	399,800
	Supplies & Operating Charges	198,650	189,800	218,000
	Capital Outlay	-	-	-
		\$ 756,726	\$ 1,528,556	\$ 1,612,615

MISSION STATEMENT:
Public Works is committed to providing high quality and responsive services and pleasant and safe conditions along our roads, sidewalks and other structures for our residents, business owners, and visitors to our City.

GOALS & OBJECTIVES:
1. <u>Improve stormwater drainage structures throughout the city.</u> * Maintain or replace cross drains. * Clean, mow, and excavate drainage structures and ditches throughout the city. 2. <u>Improve and maintain the city's pedestrian pathways.</u> * Inspect, cut and replace existing sidewalks. * Develop and implement sidewalk plan. 3. <u>Improve and maintain the city's streets.</u> * Raise existing manholes, that have been covered, to ensure accessibility. * Repair damaged streets to increase useful life. * Order and place/replace street signage.

PERFORMANCE MEASURES							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Cross Drains maintained or replaced	II	N/A	N/A	N/A	200	200	200
LF of pedestrian pathways repaired or added	II	N/A	N/A	N/A	0	100	100
# of manholes maintained	II	N/A	N/A	N/A	50	50	50
LF of streets repaired	II	N/A	N/A	N/A	0	4,000	4,000

MUNICIPAL COURT DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
Municipal Court is a misdemeanor court that has jurisdiction over city ordinance violations and state traffic offenses. Specific type cases handled by the court include routine traffic offenses; driving under the influence of alcohol, possession of marijuana less than an ounce, shoplifting less than \$500.00 and code enforcement violations. The Court also is responsible for entering case dispositions and forwarding entries to the Department of Drivers Services.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,929	159,568	166,832
	Professional & Other Services	55,939	56,290	79,090
	Supplies & Operating Charges	22,380	25,400	40,000
	Capital Outlay	-	-	-
		\$ 201,248	\$ 241,258	\$ 285,922

MISSION STATEMENT:
The mission of the Municipal Court is to assure the administrative efficiency of the court, to protect the court's ethical integrity, and help maintain public confidence in the court's fairness in dispensing justice impartially.

GOALS & OBJECTIVES:
1. <u>Enhance communications regarding court proceedings.</u> * Explore and implement a process to allow mass communication notifications for defendants to receive court information.
2. <u>Improve access to reports, open records, etc.</u> * Explore and implement online access to reports, open records, etc. * Find a software editing company that would allow us to redact videos for open records.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of notifications issued	IO	N/A	N/A	N/A	0	5	5
# of in-person open record requests	IO	N/A	N/A	N/A	50	400	400
# of online open record requests	IO	N/A	N/A	N/A	150.00	100	100

POLICE DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Flowery Branch Police Department provide the City of Flowery Branch with emergency and non-emergency service 24 hours a day to more than 10,000 city residents. Our jurisdiction covers the City of Flowery Branch and includes houses, apartment complexes, businesses, industrial parks, recreational facilities, schools, churches and numerous shopping centers. The City of Flowery Branch Police department is made up of Police Administration and the Patrol division.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	1,758,170	2,336,330	2,452,978
	Professional & Other Services	187,280	189,979	248,850
	Supplies & Operating Charges	133,891	177,180	173,957
	Capital Outlay	-	-	-
		\$ 2,079,341	\$ 2,703,489	\$ 2,875,785

MISSION STATEMENT:
We vow to protect and serve the City of Flowery Branch through dedication, professionalism, and community-oriented policing by using active cooperation as well as effective, proven standards of excellence with a positive, progressive attitude.

GOALS & OBJECTIVES:
1. <u>Ensure that the police response is in an efficient and in an effective manner.</u> * Reduce response time for calls for service. 2. <u>Reduce crime and accidents in the City of Flowery Branch</u> * Create the S.P.E.A.R. Program (Specialized Proactive Enforcement and Response Unit). * Explore and implement a drone program. * Develop a Safety program for the schools and community. 3. <u>Attract and retain highly qualified police personnel.</u> * Develop a recruitment and retention plan * Explore additional pay incentives and benefits.

PERFORMANCE MEASURES:							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Patrol officers	PS	15	18	21	25	25	25
Response time in minutes	PS	4:00	8:00	3:32	2:45	3:00	2:00
Call Volume	PS	3,983	4,463	4,762	2,300	4,500	4,500

Planning & Community Development

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Planning and Community Development department is responsible for working with the citizens of Flowery Branch, the development community and the elected officials, while managing current and long-range planning, land development, building constructions, and code compliance. The Department is responsible for current and future planning, zoning, building permits, site development, plan review, building and site inspections, as well as code enforcement.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	416,392	598,099	627,345
	Professional & Other Services	461,205	430,316	479,380
	Supplies & Operating Charges	21,969	12,750	12,450
	Capital Outlay	-	7,500	-
		\$ 899,566	\$ 1,048,665	\$ 1,119,175

MISSION STATEMENT:
To develop and implement creative community-based strategies to enhance economic opportunity, build strong neighborhoods, and ensure a dynamic framework for quality growth and development.

GOALS & OBJECTIVES:
1. <u>Promote a pedestrian friendly community.</u> * Develop a community sidewalk plan. 2. <u>Develop a high-quality, vibrant community.</u> * Update the Unified Development Code. * Downtown Development Phase II 3. <u>Keep Flowery Branch Beautiful.</u> * Remove blight through code enforcement. * Host community clean-ups.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Code Updates	ED	N/A	N/A	1	0	1	1
Community Clean-ups	ED	N/A	N/A	2	0	2	2
Code Enforcement contacts	ED	128	154	252	136	150	150
Downtown Development Funds	ED	\$ 16,573	\$ 112,272	\$ 1,364,138	\$ 352,777	\$ 400,000	\$ 400,000

Department of Fun

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Department of Fun is dedicated to ensure the City of Flowery Branch remains a quaint, vibrant community. We strive to provide the highest quality of service to our businesses, residents and visitors. We are devoted to creating and updating our website, event production and coordination, downtown development, community communication through social media and media relations. Our team partners with multiple departments through out the city.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,600	187,891	288,534
	Professional & Other Services	55,975	124,332	177,741
	Supplies & Operating Charges	170,099	190,050	224,150
	Capital Outlay	-	-	-
		\$ 348,674	\$ 502,273	\$ 690,425

MISSION STATEMENT:
The Department of Fun maintains relationships between the City of Flowery Branch and its citizens. Providing up to date information through our website, social media and providing events and downtown happenings to give family and friends an opportunity to create lasting memories.

GOALS & OBJECTIVES:
1. <u>Create Better Communication with Citizens and Main Street Businesses.</u> * Do quarterly inserts in water bills for what's happening downtown * Set up constant communication with surrounding subdivisions and communities around Flowery Branch * Have permanent signage on Main Street with events and what happening 2. <u>Increase tourism to the downtown area.</u> * Develop and implement a robust events calendar. * Promote and advertise more about downtown * Develop and implement a plan to connect the marina to downtown. 3. <u>Enrich the lives of our citizens and encourage community involvement.</u> * Create a citizens academy, to help support volunteer efforts at events. * Bring events to downtown that our citizens want to be a part of. * Develop and send a "What's Blooming" newsletter.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of art pieces installed	ED	N/A	N/A	0	0	3	2
# of community events	ED	N/A	5	8	10	9	20
# of monthly newsletter	ED	N/A	N/A	0	0	12	12
# of Farmer's Markets	ED	N/A	38	31	18	36	34

AGENCY ALLOCATIONS

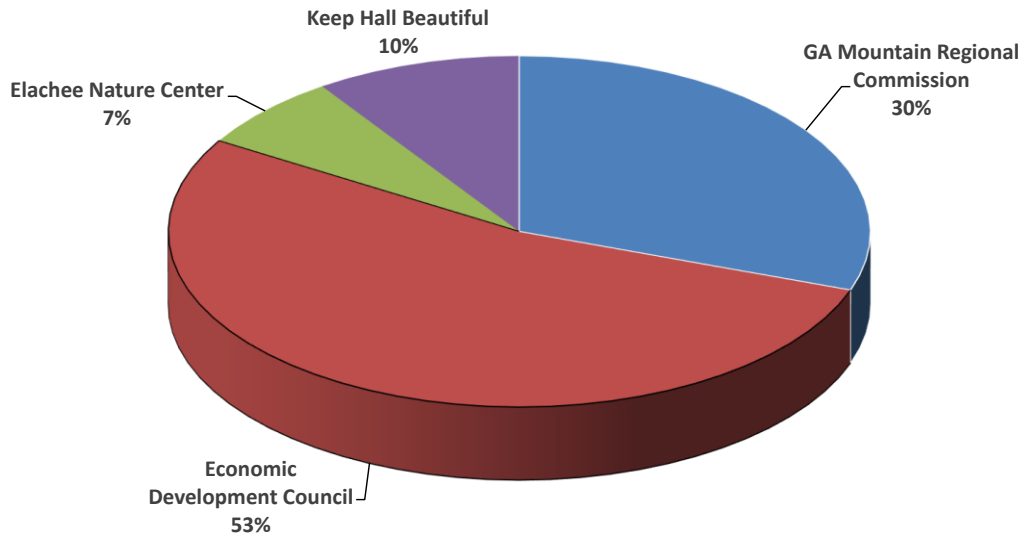
DEPARTMENT DESCRIPTION:

This Department's budget accounts for those funds requested by local Agencies for services they provide to the City.

Agency Allocations

	FY2023 Actual	FY2024 Budget	FY2025 Budget
General Fund:			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total General Fund Allocations	37,472.52	42,500.00	52,607.00
Water & Sewer			
GA Mountain Regional Commission	-	-	-
Economic Development Council	-	-	-
Elachee Nature Center	-	-	-
Keep Hall Beautiful	-	-	-
Total Water & Sewer Fund Allocations	-	-	-
Total Funding			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total Agency Allocations	\$ 37,472.52	\$ 42,500.00	\$ 52,607.00

Agency Allocations



Confiscated Assets Fund

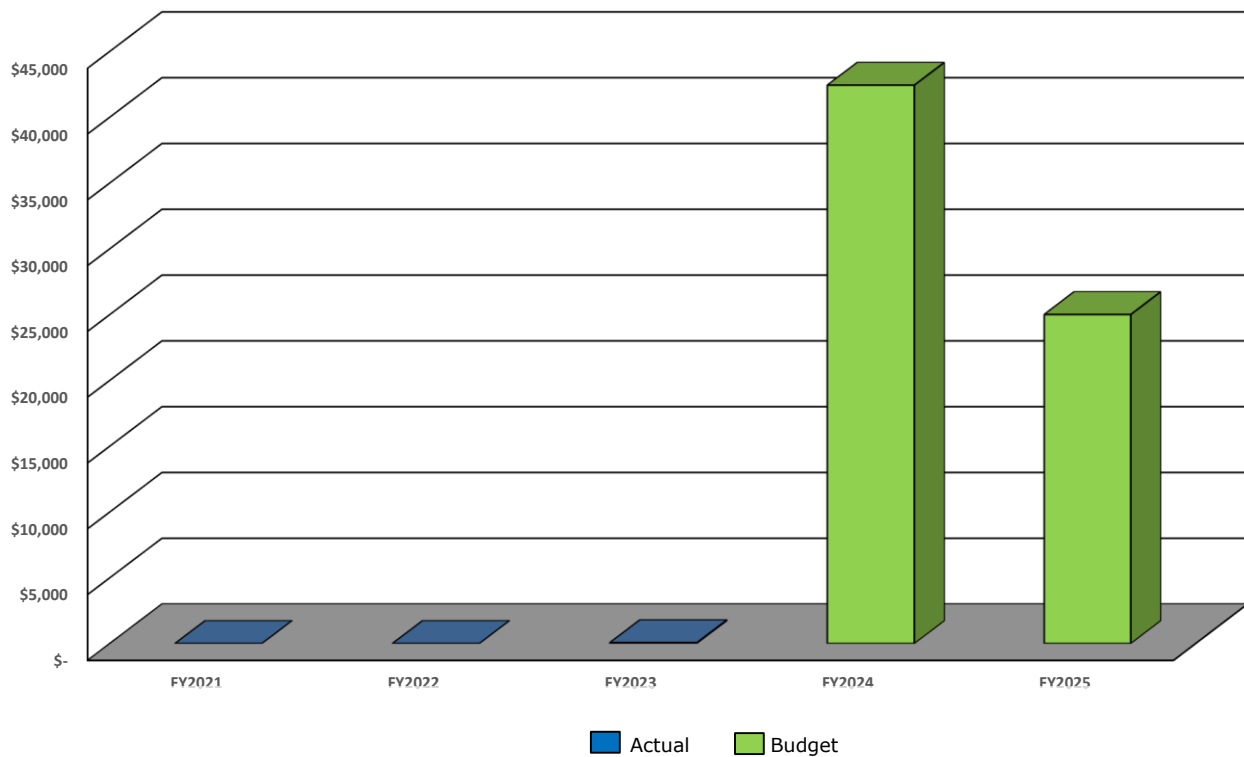
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Confiscated Assets Fund is used to account for certain asset seizures confiscated by the City Police Department

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Confiscations - State	\$ 507	\$ 12,254	\$ 25,000
Confiscations - Local	-	-	-
Confiscations - Federal	-	-	-
Budget Fund Balance	-	30,172	-
Total Revenue	507	42,426	25,000
Expenditures:			
Professional & Other Services	-	-	-
Supplies & Operating Charges	65	42,426	25,000
Capital Outlay	-	-	-
Total Expenditures	65	42,426	25,000
<i>Excess Revenues Over/(Under) Expenditures</i>	442	-	-

Confiscated Assets Fund Revenue



American Rescue Plan Fund

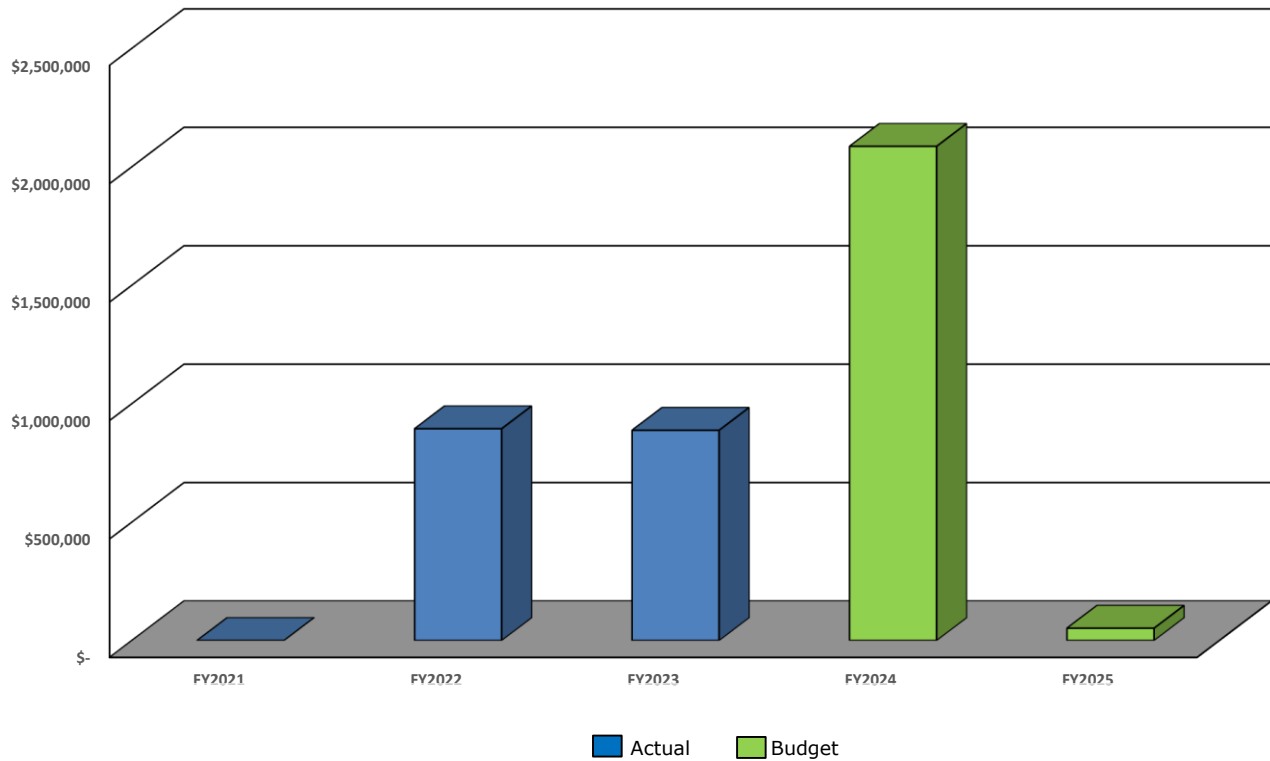
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The American Rescue Plan Fund is used to account for certain expenditures authorized under the American Rescue Plan Act.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
American Rescue Plan	\$ 887,585	\$ -	\$ -
Interest Revenue	6,510	30,000	2,000
Budget Fund Balance	-	2,056,253	50,000
Total Revenue	894,095	2,086,253	52,000
Expenditures:			
Capital Outlay	75,685	1,086,253	52,000
Transfers out	811,900	1,000,000	-
Total Expenditures	887,585	2,086,253	52,000
<i>Excess Revenues Over/(Under) Expenditures</i>	6,510	-	-

American Rescue Plan Revenue



Tax Allocation District

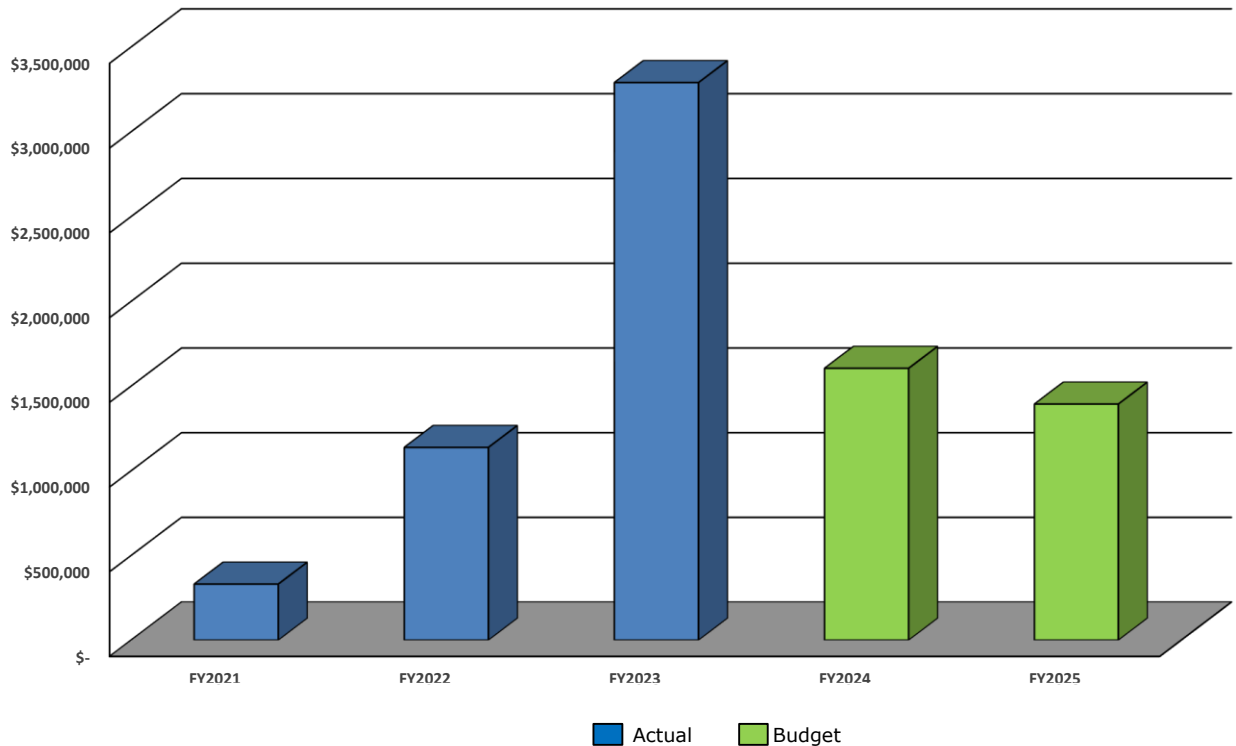
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Tax Allocation District is used to account for ad valorem property tax collections derived from the City's Tax Allocation District (Downtown) for the purpose of stimulating private development in this area.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
TAD revenue - Hall Co. Portion	\$ 506,174	\$ 569,700	\$ 600,000
TAD revenue - City Portion	398,974	550,000	637,438
Rental Income	22,825	101,923	116,341
Interest revenue	60,666	20,000	40,000
Transfers in	149,254	-	-
Budget Fund Balance	-	363,250	-
Total Revenue	1,137,893	1,604,873	1,393,779
Expenditures:			
Professional and Other Services	368,463	560,000	429,952
Capital Outlay	2,649,940	699,379	569,033
Debt Service	271,544	345,494	394,794
Transfers Out	-	-	-
Total Expenditures	3,289,947	1,604,873	1,393,779
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(2,152,054)</i>	<i>-</i>	<i>-</i>

Tax Allocation District Revenue



Information Technology Fund

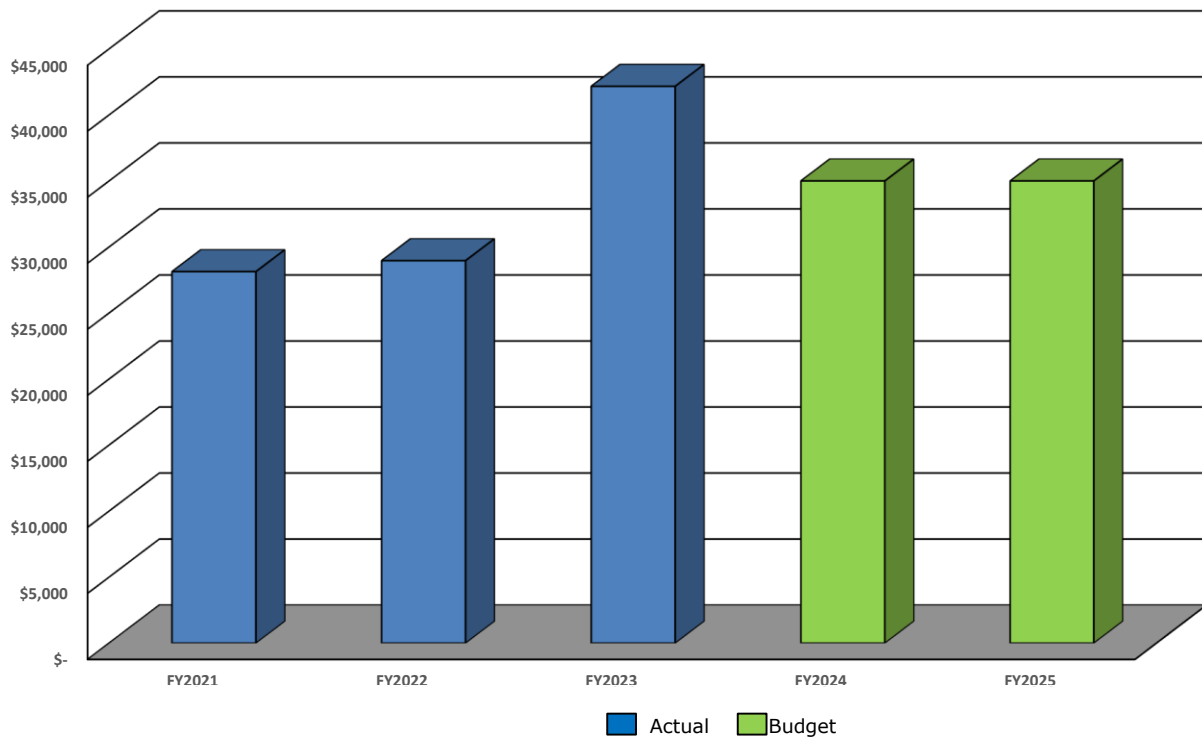
FUND DESCRIPTION:

This fund is used to account for an Information Technology fee derived from each citation issued by the City of Flowery Branch Police officers, for the purpose of improving functionality and efficiency through the use of enhance technology.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Technology Fees	\$ 28,961	\$ 20,000	\$ 35,000
Interest Revenue	-	-	-
Transfer In	-	-	-
Budget Fund Balance	-	15,000	-
Total Revenue	28,961	35,000	35,000
Expenditures:			
Supplies and Operating Charges	42,167	35,000	35,000
Transfers Out	-	-	-
Capital Outlay	-	-	-
Total Expenditures	42,167	35,000	35,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(13,206)</i>	<i>-</i>	<i>-</i>

Information Technology Revenue



Hotel/Motel Tax Fund

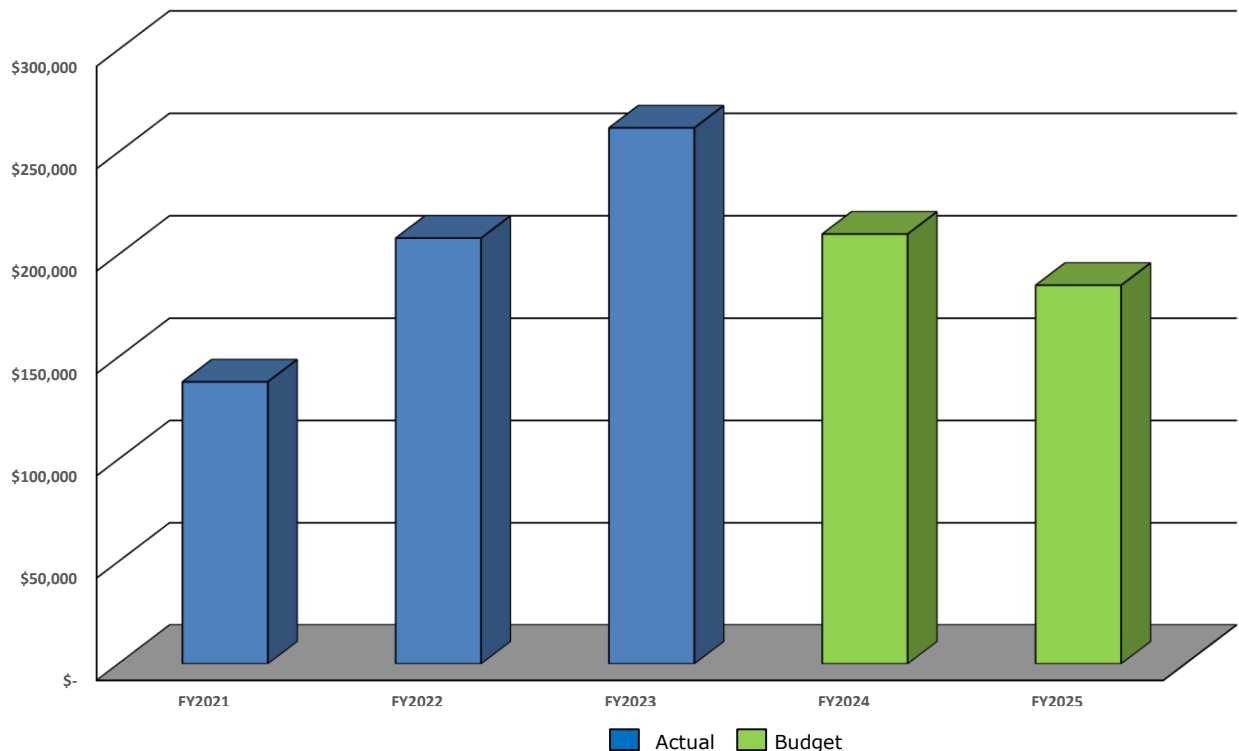
FUND DESCRIPTION:

Hotel/Motel Tax is a tax on room rentals at hotels, motels, Air BNB and VRBO located within the City. The tax was assessed at the rate of 5% for fiscal years before 2020 and was raised to 8% thereafter. The revenue assumption for the fiscal year budget presented here was projected by calculating the forecasted tax bas for the coming fiscal year and then assessing the base at the rate of 8%.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
CVB Hotel Tax Revenue - City's portion	\$ 98,181	\$ 85,000	\$ 70,000
Tourism Product Development	49,091	40,000	35,000
CVB Hotel Tax Revenue - CVB's portion	114,545	85,000	80,000
Interest Revenue	-	-	-
Budget Fund Balance	-	-	-
Total Revenue	261,817	210,000	185,000
Expenditures:			
Capital Outlay	-	-	35,000
Convention Visitors Bureau	114,545	85,000	80,000
Transfers Out	147,272	125,000	70,000
Total Expenditures	261,817	210,000	185,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>0</i>	<i>-</i>	<i>-</i>

Hotel/Motel Revenue



CAPITAL IMPROVEMENT PROGRAM

FUND DESCRIPTION:

These budgets represent the first year of the present five year Capital Improvement Program (CIP). The section also includes a summary of the entire CIP, as well as more detailed information regarding those projects funded for the first year. Capital improvement budgets remain open until the project is completed.

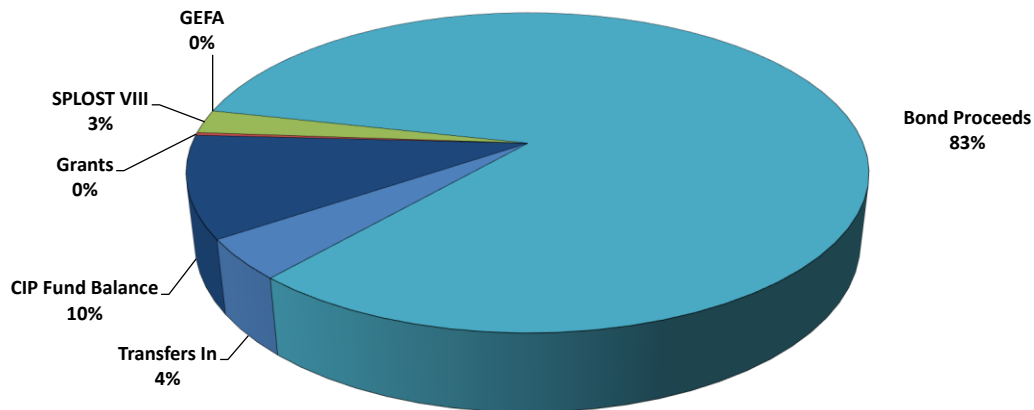
MISSION STATEMENT:

It is the mission of the Capital Improvement Program to identify, measure, and plan for future Capital needs while adhering to the central mission of the City of Flowery Branch.

CAPITAL IMPROVEMENTS PROGRAM FUND SUMMARY

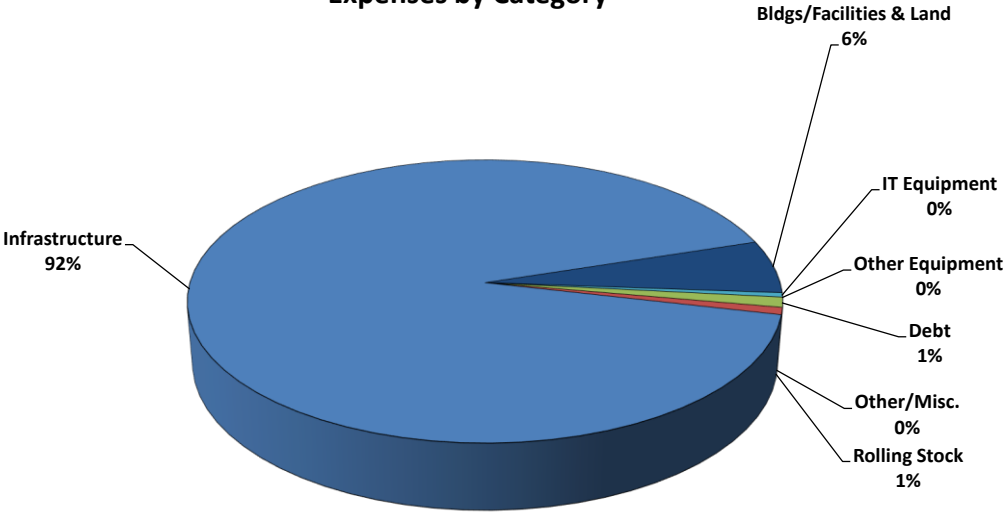
REVENUES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
Intergovernmental:			
Georgia Department of Transportation	\$ -	\$ 85,000	\$ 85,000
Federal Grants	1,005,816	-	-
Hall County	10,000	-	-
SPLOST VII			
SPLOST VIII	1,220,101	1,682,102	715,247
Bond/Lease proceeds	-	-	25,000,000
Contributions	50,000	-	-
GEFA Loan (DWSRF)	3,602,990	1,482,010	-
GEFA Loan (CWSRF)	850,000	10,585,000	-
Water Resources Development Charges	2,677,440	767,990	-
Transfers From:			
General Fund	-	858,805	1,233,515
Hotel/Motel Tax Fund	-	-	-
Information Tech Fund	-	-	-
Department of Water Resources Operating Fund	-	-	-
Local Resources Fund	-	-	-
ARPA	-	1,000,000	-
Budgeted Fund Balance:			
Local Resources Fund Balance	880,019	1,826,345	2,400,000
SPLOST Fund Balance	158,230	-	-
W/S Net Position			695,000
Total Revenues	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

FY 2025 Funding Sources

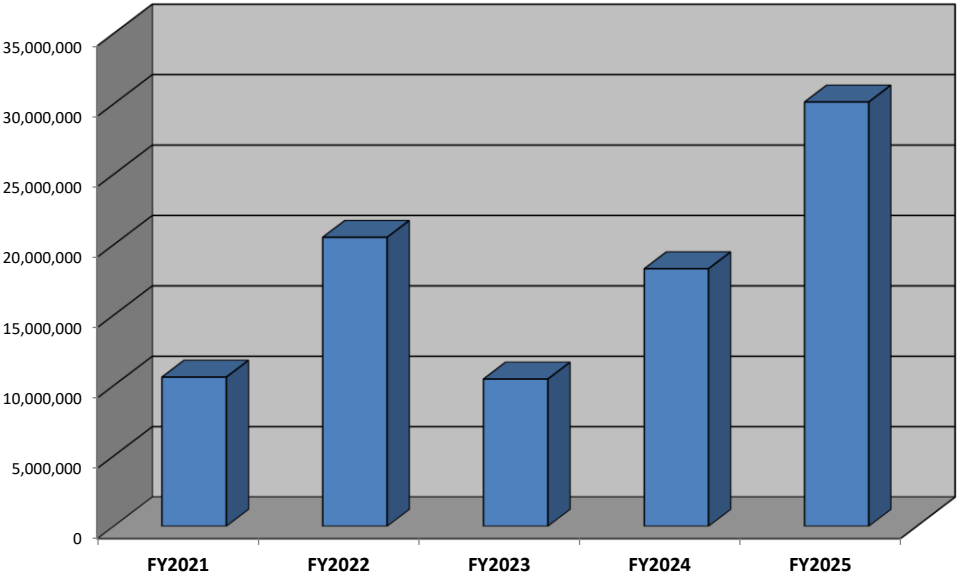


CAPITAL IMPROVEMENT PROGRAM FUND SUMMARY			
EXPENDITURES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
City Managers Office			
Downtown Development Phase II	-	418,305	200,000
City Buildings Security	-	50,000	70,000
Financial Services			
City Hall Debt Services	-	342,917	344,848
IT Equipment Upgrades Annual Program	100,000	25,000	148,710
Community Development Department			
Planning Software	-	50,000	-
Police			
Police Vehicles		329,000	130,000
Public Works - Public Land and Buildings			
Roberts Drive Site Improvements	-	-	600,000
Gateway Signs	-	-	350,000
Annual Paving Program	580,095	1,773,797	1,479,675
Parks Property & Improvements	-	244,428	170,572
Sidewalk Program	-	50,000	50,000
Stormwater Program	-	-	259,957
Replacement Utility Vehicle	-	80,000	
4x4 Crew Cab Truck	-	45,000	
Front End Loader	-	40,000	
East Main Culvert	-	550,000	
Land Acquisition	-	243,805	
Market Pavilion Park and Streetscaping	5,000	-	
Mitchell Street Improvements	185,745	-	
Old Town Stormwater Improvements	550,000	-	
Wastewater Plant Entrance	550,000	-	
Martin Schools Sanitary Sewer	142,000	-	
CW Davis Pump Station	36,230	-	
McEver & Gaines Ferry Traffic Improvements	60,000	-	
Downtown Streetscapes	5,196	-	
City Building Generator	50,000	-	
Tourism			
Landscaping	-	100,000	150,000
Public Bathroom	-	-	150,000
Caboose Renovations	-	30,000	30,000
Tourism Building Renovation	-	-	50,000
Tourism/Event Signs	-	-	100,000
Amphitheater Stage Cover	-	-	150,000
Gateway Sign	-	50,000	
Hammock Park	-	30,000	
Website Upgrades	90,000	-	
Department of Water Resources			
Wastewater Expansion (CWSRF)	-	11,485,000	25,000,000
Waterline Improvements	250,000	140,000	140,000
Water Distribution System Upgrade (DWSRF)	200,000	200,000	200,000
Wells 4 & 5 (DWSRF)	937,990	1,120,000	140,000
4 Door Crew Truck (2)	-	-	115,000
New Elevated Water Tower Lights	-	-	100,000
Wastewater Effluent Discharge Force Main Phase 2 (CW)	750,000	-	-
Wastewater Pump Station Modification (CWSRF)	100,000	100,000	-
Water Distribution at Railroad Crossings (DWSRF)	-	250,000	-
Lights Ferry Water Line (DWSRF)	250,000	250,000	-
SCADA System (DWSRF)	50,000	50,000	-
Atlanta Highway Water line (DWSRF)	140,000	140,000	-
Replacement Generator	-	100,000	-
Interim Wastewater Plant Improvements	1,080,488	-	-
Elevated Water Tank	1,875,000	-	-
Roberts Drive Pump Station	250,000	-	-
Modify Well Pumps and Well House No. 1 & 3	150,000	-	-
Gainesville Sewer Line	2,066,852	-	-
Total Expenditures	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

Expenses by Category



Five-Year Budgeted Funding Trend



Water & Sewer Fund

DEPARTMENT DESCRIPTION:

The Water & Sewer Fund is used for activities connected with the development, operations and maintenance of water and sewer service in the City of Flowery Branch. This is an enterprise fund, financed and operated in a manner similar to private business enterprises. Such funds are self-supporting in nature where the costs, including depreciation, of providing goods or services on a continuing basis are finance or recovered primarily through user charges.

MISSION STATEMENT:

To protect public health and the environment through the delivery of safe and reliable water and wastewater services with a commitment to future generations.

GOALS & OBJECTIVES:

1. Maintain operational reliability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Improve existing wastewater outfall line.
- * Bring wells #4 and #5 online.
- * Replace Electronic and Mechanical Equipment at WWTP that's over 20 years old.
- * Replace Electronic and Mechanical Equipment in Collection and Distribution system that's over 20 years old.

2. Ensure financial stability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Ongoing account reviews to ensure account collections are received in a timely manner.

3. Ensure regulatory compliance.

- * Ensure reporting to EPD is completed in a timely manner.
- * Exceed the water and wastewater quality requirements in the discharge permit for all parameters.

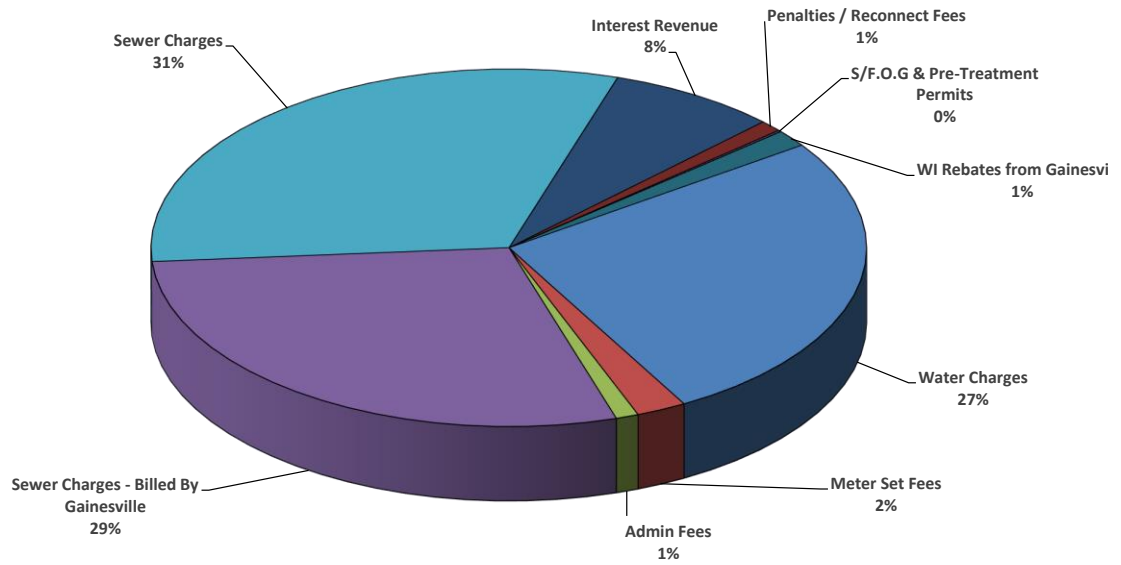
PERFORMANCE MEASURES

MEASURES	ACTUAL			YTD thru 12/31	BUDGET	
	FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Gallons of Water Capacity increased (daily)	N/A	N/A	N/A	400,000	400,000	400,000
% of accounts reviewed	N/A	N/A	N/A	100	100%	100%
# of months water and wastewater quality exceeds permit	N/A	N/A	N/A	12	12	12
Gallons of Wastewater Capacity increased (daily)	N/A	N/A	N/A	0.9 MGD	0.9 MGD	0.9 MGD
Total Wastewater Capacity	.9 MGD	.9 MGD	.9 MGD	0.9 MGD	0.9 MGD	0.9 MGD

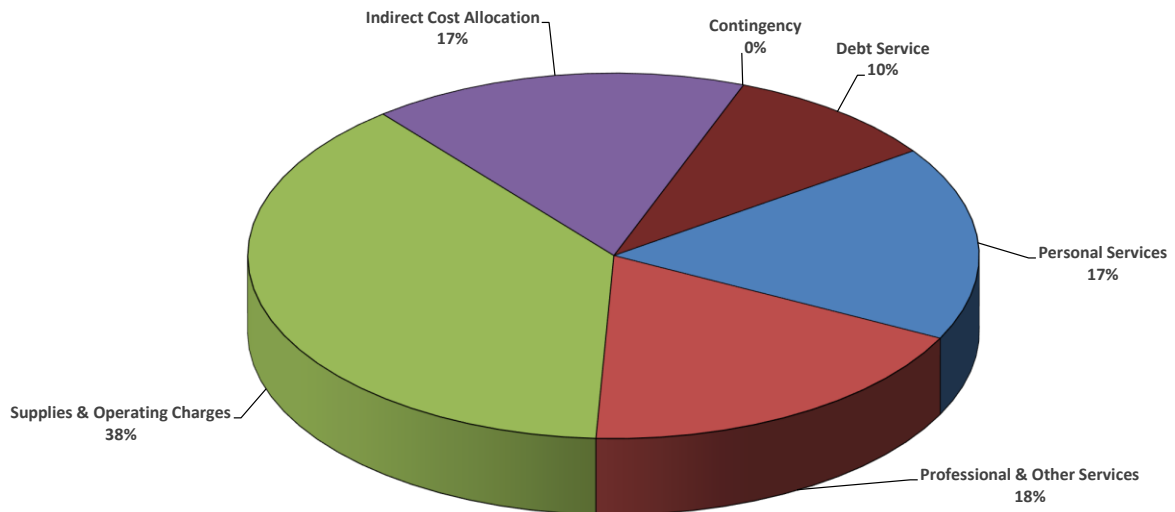
Water & Sewer Fund Summary:

Revenues	FY2023		FY2024		FY2025	
	Actual		Budget		Budget	
Water Charges	\$	1,186,538	\$	1,100,000	\$	1,302,500
Meter Set Fees		43,185		15,000		110,520
Admin Fees		53,318		42,000		50,000
Sewer Charges - Billed By Gainesville		1,256,296		1,100,000		1,400,000
Sewer Charges		1,160,745		1,130,100		1,525,000
Bank Fees / Bad Check Fees		158		-		-
Interest Revenue		66,609		332,200		375,000
Penalties / Reconnect Fees		58,502		50,000		50,000
W&S Misc Revenue		(34,838)		-		-
S/F.O.G & Pre-Treatment Permits		8,280		7,000		7,500
WI Rebates from Gainesville		68,232		30,000		75,000
Transfers in - Development Charges		330,214		-		-
Budgeted Net Position		-		-		-
Total Revenues	\$	4,197,238	\$	3,806,300	\$	4,895,520
Expenses						
Personal Services		1,279,805		711,090	\$	839,324
Professional & Other Services		592,488		678,900	\$	894,473
Supplies & Operating Charges		840,938		800,800	\$	1,872,448
Indirect Cost Allocation		-		789,679	\$	812,759
Capital Outlay		-		-	\$	12,000
Depreciation		485,790		-		-
Contingency		-		380,918		-
Debt Service		52,337		444,913		464,516
Total Operating Expenses	\$	3,251,358	\$	3,806,300	\$	4,895,520
Excess Revenues Over/(Under) Expenses	\$	945,879	\$	-	\$	-

Water & Sewer Revenue



Water & Sewer Expenses



EMPLOYEE BENEFITS FUND

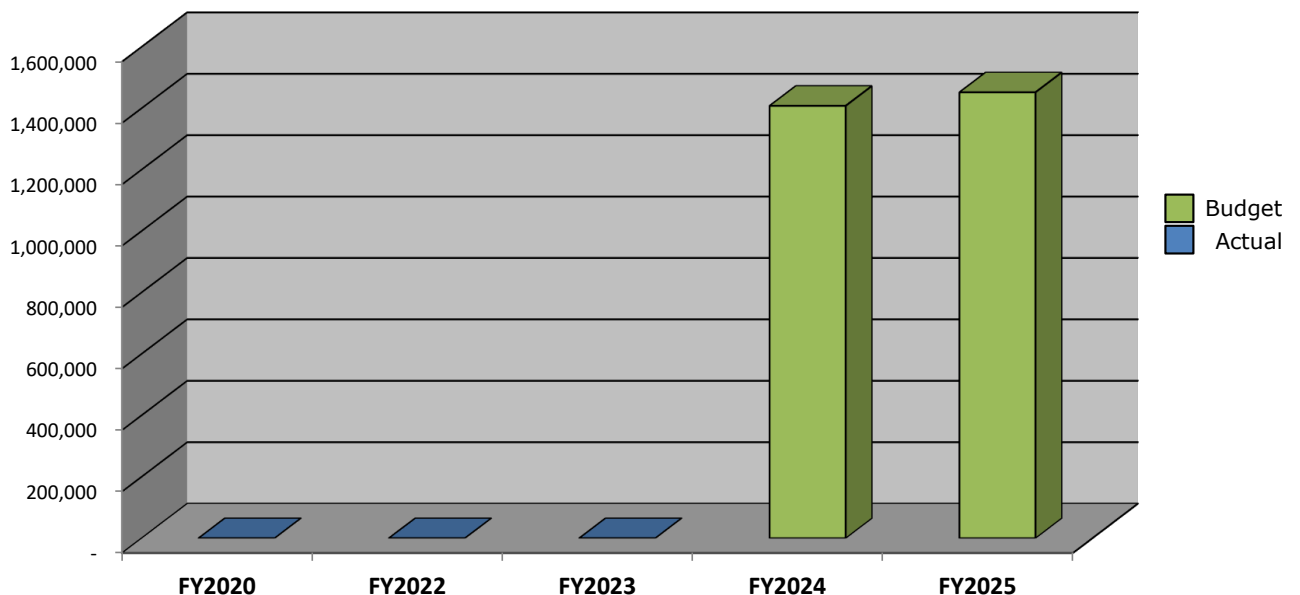
DEPARTMENT DESCRIPTION:

The Employee Benefits Fund accounts for the cost of providing life, health and other insurance benefits to City employees and retirees and their dependents, plus administrative costs and claims associated with these insurance components. As this is an internal service fund, which is used to provide goods and services to the departments and agencies within the city, costs of these goods and services are charged to the various departments.

EMPLOYEE BENEFITS FUND SUMMARY

REVENUES	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
Premiums	\$ -	\$ 1,408,000	\$ 1,452,000
Interest	-	-	-
Transfers in	-	-	-
Budgeted Net Position	-	-	-
Total Revenues	-	1,408,000	1,452,000
EXPENDITURES			
Personal Services	-	122,552	131,518
Health Insurance Premiums/Claims Expense	-	892,278	903,633
Life Insurance Premiums	-	5,233	5,398
Vision Insurance Premiums	-	4,734	5,208
Dental Insurance Premiums	-	28,824	30,743
Long-term Disability Insurance	-	17,871	16,500
Administration/Wellness Program	-	23,000	23,000
Pension cost	-	270,000	336,000
Other Costs	-	43,508	-
Total Expenditures	\$ -	\$ 1,408,000	\$ 1,452,000
Excess Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -

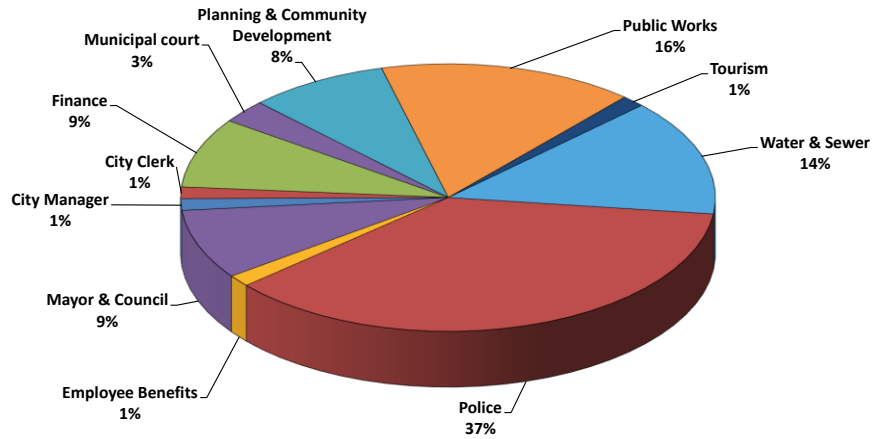
Employee Benefits Five Year Trend



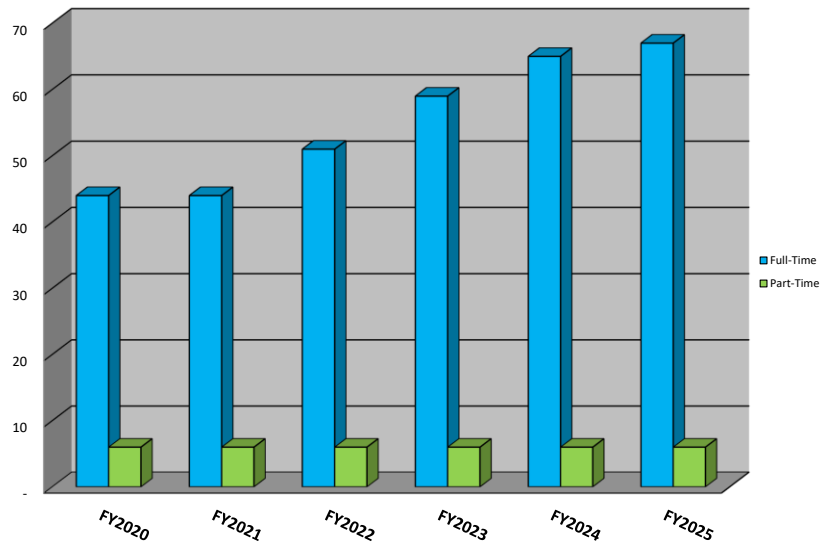
FISCAL YEAR 2025 AUTHORIZED POSITIONS

DEPARTMENTS	(5-year Summary)									
	Budget									
	FY2021		FY2022		FY2023		FY2024		FY2025	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Mayor & City Council		6		6		6		6		6
City Manager	1		1		1		1		1	
City Clerk	1		1		1		1		1	
Financial Services	4		5		6		6		6	
Municipal Court	2		2		2		2		2	
Planning & Community Development Dept.	3		4		5		6		6	
Police Department	16		18		22		26		26	
Public Works	8		10		11		11		11	
Tourism	-		1		2		2		3	
Employee Benefits	-		-		-		1		1	
Total General Fund	35	6	42	6	50	6	56	6	57	6
Water & Sewer	9	-	9		9		9		10	
TOTAL AUTHORIZED POSITIONS	44	6	51	6	59	6	65	6	67	6

Authorized Positions by Fund FY 2025



Five-Year Positional Change Chart





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Hearing to Consider Variance Requests for 5632 Church Street for Front Porch Length and Garage Placement Requirements.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

The lot in question is small (6,754) and due to its shape, it is difficult to meet the Traditional Neighborhood District (TND) requirements. Therefore, the applicant has made two variance requests for City Council consideration.

There are two variance requests for this project:

1. Allow the garage to be located in front rather than the required side/rear.
2. Allow for a smaller front porch (13'x6" rather than the required 16'x6).

Staff recommends approval of both requests.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

No action at this time.

SAMPLE MOTION:

No vote at this time.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Flowery Branch Variance 4_23_24.pdf](#)
- [Flowery Branch Variance 4_23_24_01.pdf](#)



VARIANCE APPLICATION

Address of Request:

5632 Church Street

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.

Explain below:

- variance for size of lot will only take front side entry, will not back entry garage.
- variance for front porch smaller than required because of size of lot.

Applicant: Mark Miller Properties, Inc.

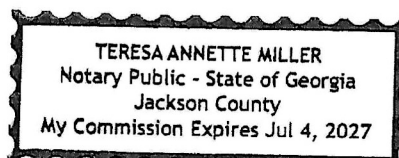
Address: P.O. Box 176
Dacula, Ga. 30019

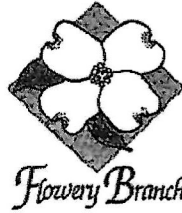
E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

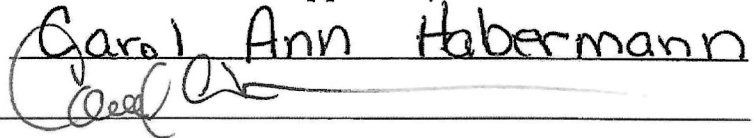
Notary Seal:





Property owner information (if different than the applicant)

Property owner (please print): Carol Ann Habermann

Signature of property owner: 

Notary Seal:




October 20, 2025

Please provide the following at time of submittal:

- ✓ Legal description – one hard copy and on a flash drive
- ✓ Current survey of property – one hard copy and on a flash drive
- ✓ Site plan – one hard copy and on a flash drive
- ✓ Detailed description of request
- ✓ Conflict of interest disclosure (attached)
- ✓ Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

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

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

N/A

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

N/A

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

N/A

Disclosure of Campaign Contributions

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

Elected Officials Name

Amount of Description of Gift

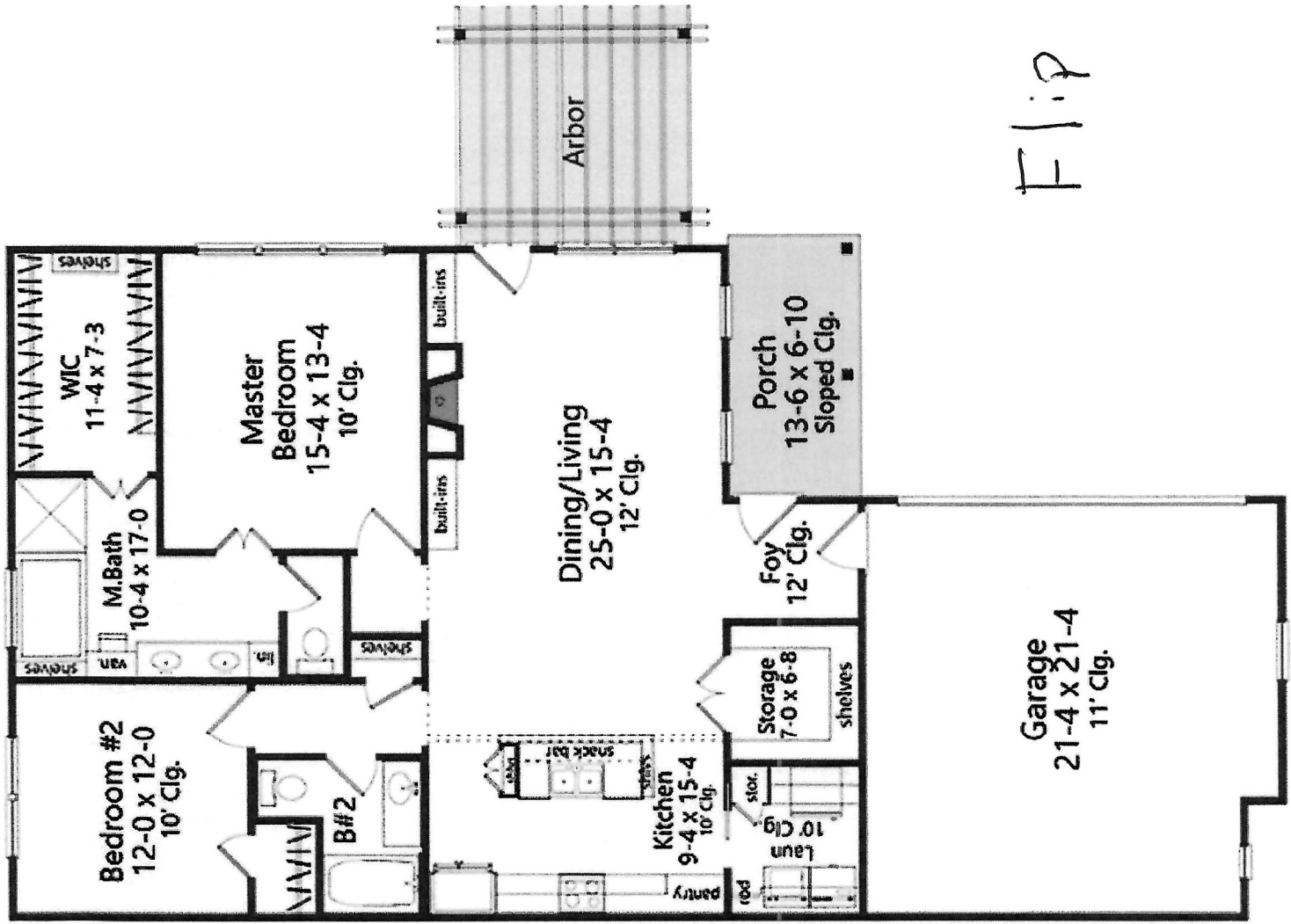
N/A

N/A



AD Plan 62137V
Architectural Designs.com

Flip



Flip

Plot Book 060201000001, dated
SUBMITTED FEB 13 2017 01:12:00 PM
TYPE PLAN BK 00074 Pg 144
Clerk of Superior Court-Georgia
Clerk of Superior Court-Georgia

HALL COUNTY
CITY OF FLOWERY BRANCH
LAND LOT 112 & 118
8th DISTRICT

FINAL PLAT APPROVAL

THE CITY OF FLOWERY BRANCH, GEORGIA CERTIFIES THAT THIS PLAT COMPLES WITH THE CITY OF FLOWERY BRANCH ZONING AND ORDINANCE, CONDITIONS OF ZONING AND THE SUBDIVISION AND LAND DEVELOPMENT REQUIREMENTS OF THE CITY OF FLOWERY BRANCH, AND THAT THIS PLAT IS HEREBY APPROVED AND RELEASED FOR RECORDING PURPOSES.

Richard P. Ott 2/3/2017
CITY OF FLOWERY BRANCH

Surveyor's Certification

The undersigned hereby certifies that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision and that all monuments shown thereon actually exist.

The field data upon which this plat is based has a closure precision of one foot in 23,377 feet, and an angular error of 1" per angle point, and was adjusted using the Compass Rule.

This plat has been calculated for closure and is found to be accurate within one foot in 92,924 feet.

The term "Certification" as used in Rule 180-6-.08(2) and (3) and land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67

S. Clark Tompkins
S. CLARK TOMPKINS, PROFESSIONAL SURVEYOR
REGISTRATION NO. 3237

LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- OVERHEAD POWER LINE (HVL)
- POWER POLE (PP)
- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- NOTE NUMBER
- POINT OF BEGINNING

POB

Participant ID Party Type
0601019321 RETURN TO

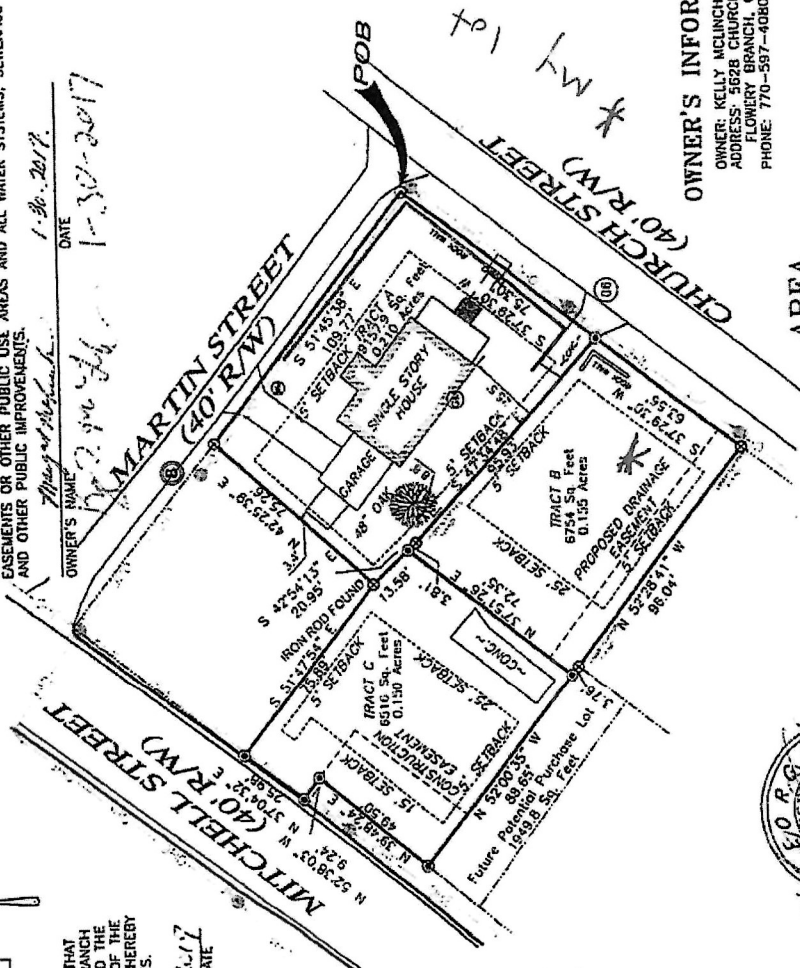
PREPARED BY
Sponsor Clark Tompkins
Sponsor Clark Tompkins

Party Name
Sponsor Clark Tompkins
Sponsor Clark Tompkins

OWNER'S CERTIFICATION

STATE OF GEORGIA
COUNTY OF HALL
THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THE PUBLIC AND PRIVATE IMPROVEMENTS THEREON AND ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE CITY OF FLOWERY BRANCH AND THE ALLOWMENT TO BE THE OWNER FURTHER ACKNOWLEDGES THIS PLAT AND THE ALLOWMENT TO BE HIS FREE ACT AND DEED, AND DEDICATES TO THE CITY OF FLOWERY BRANCH, FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS PUBLIC STREETS, EASEMENTS OR OTHER PUBLIC USE AREAS AND ALL WATER SYSTEMS, SEWERAGE AND OTHER PUBLIC IMPROVEMENTS.

Richard P. Ott 1-30-2017
OWNER'S NAME
DATE



AREA
TRACT A 9157.9 SQ. FT. 0.210 ACRES
TRACT B 6754 SQ. FT. 0.155 ACRES
TRACT C 6516 SQ. FT. .150 ACRES

OWNER'S INFORMATION:

OWNER: KELLY MCCLINCH
ADDRESS: 5628 CHURCH STREET,
FLOWERY BRANCH, GA 30542
PHONE: 770-597-4080



GRAPHIC SCALE
0' 20' 40' 80' 120'

NOTES

- THE FIELD DATA, COLLECTED 10/27/2016, A TOPCON ROBOTIC TOTAL STATION WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 171,156 FEET.
- THE UTILITIES HAVE BEEN LOCATED FROM ABOVE GROUND EVIDENCE. THERE WERE NO VISIBLE EVIDENCE ABOVE GROUND OF A BURIAL SITE OR RESEARCH ON THE MATTER AND NO ARCHAEOLOGICAL RESEARCH ANY SUCH RESEARCH, THEREFORE, THE SURVEY TAKES EXCEPTION TO ANY SUCH ITEMS.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS THAT ARE NOT OF RECORD OR THAT WOULD HAVE BEEN DISCOVERED BY AN ACCURATE AND CURRENT TITLE SEARCH. THEREFORE THE SURVEYOR TAKES EXCEPTION TO ANY SUCH ITEMS.
- THE PURPOSE OF THIS SURVEY IS TO RE-ALIGN THE PROPERTY LINES FOR TRACTS A, B AND C IN ORDER TO MOVE THE PROPERTY LINE FURTHER AWAY FROM THE 48 INCH OAK TREE. IT IS ALSO THE PURPOSE OF THIS SURVEY TO ILLUSTRATE SOME OF THE PROPERTY THAT HAS BEEN TRANSFERRED AWAY FROM EDWIN T. ELLIOTT FOR RIGHT OF WAY ACQUISITION ALONG MITCHELL STREET.
- CONCRETE CHANGED AS OF 1-28-17 TO SHOW THE FUTURE DRIVEWAY ACCESS AND THE AGREEMENT BETWEEN KELLY MCCLINCH AND THE CITY OF FLOWERY BRANCH ILLUSTRATING FUTURE CHANGES IN THE CONCRETE FOR THE DRIVEWAY.

REFERENCES

- A SURVEY PLAT BY BY PATTON-BOYER, INC. LAND SURVEYORS DATED JULY 7TH 2008 AND PROVIDED BY CLIENT
- A RIGHT OF WAY MAP BY BOYD ENGINEERING, INC. DATED JUNE 20TH 2014 AND LISTED SPECIFICALLY ON SHEET 4 OF 7 FOR THE CITY OF FLOWERY BRANCH AND THE DEPARTMENT OF TRANSPORTATION.

DATE	REVISION	NO.
1/27/17	REVISED CONCRETE NOTE	1 1
AUTHORIZED BY: KELLY MCCLINCH		
PROJECT 5731 MITCHELL STREET, 5628 MARTIN STREET & 5632 CHURCH STREET, FLOWERY BRANCH, GA 30542		
DRAWING TITLE A RESIDENTIAL LAND DIVISION SURVEY FOR: KELLY MCCLINCH, ET AL.		
JOB NO. 16-0100	DWG NO.	
DRN BY: C. TOMPKINS	16-0100.dwg	
CHKD BY: C. TOMPKINS	SCALE: 1"=40'	
DATE: NOVEMBER 11TH 2016	SHEET 1 OF 1	

Tompkins
SURVEYING & MAPPING
102 West Main Street, Suite 306
Columbus, GA 31902
PHONE: 866-979-1845 FAX: 866-979-1988
LAND SURVEYING | 3D MODELING | GIS CONSULTING
LASER SCANNING | & SUPPORT
www.TompkinsSurveying.com

A TRIMBLE S6 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

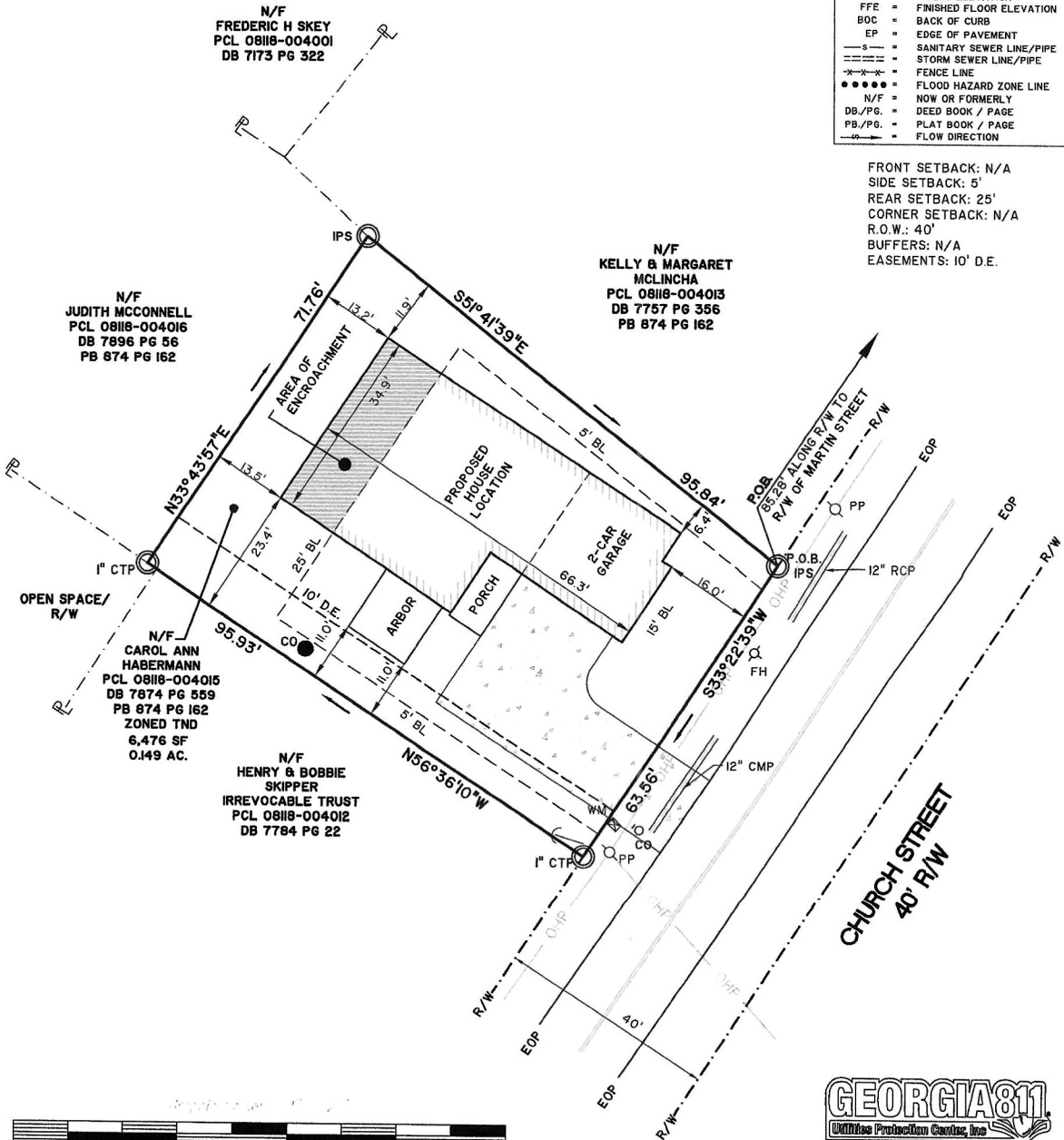
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 92,507 FEET AND AN ANGULAR ERROR OF 02" PER POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 167,178 FEET.

OFFICIAL FLOOD HAZARD MAP COMMUNITY NUMBER 13137C0291H DATED 12/01/2022 SHOWS NO PORTION OF THIS PROPERTY TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS (ZONE AE).

LEGEND

IPS	=	1/2" REBAR PIN SET
RBF	=	REBAR PIN FOUND
OTP	=	OPEN TOP PIPE
CTP	=	CRIMP TOP PIPE
LLL	=	LAND LOT LINE
P	=	PROPERTY LINE
CL	=	CENTERLINE
B	=	BUILDING LINE
R/W	=	RIGHT-OF-WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
LL	=	LAND LOT
MH	=	MANHOLE
CB	=	CATCH BASIN
JB	=	JUNCTION BOX
HW	=	HEADWALL
DI	=	DROP INLET
FH	=	FIRE HYDRANT
IE	=	INVERT ELEVATION
FFE	=	FINISHED FLOOR ELEVATION
BOC	=	BACK OF CURB
EP	=	EDGE OF PAVEMENT
S	=	SANITARY SEWER LINE/PIPE
SS	=	STORM SEWER LINE/PIPE
F	=	FENCE LINE
FHZ	=	FLOOD HAZARD ZONE LINE
N/F	=	NOW OR FORMERLY
DB/Pg.	=	DEED BOOK / PAGE
PB/Pg.	=	PLAT BOOK / PAGE
→	=	FLOW DIRECTION



FRONT SETBACK: N/A
SIDE SETBACK: 5'
REAR SETBACK: 25'
CORNER SETBACK: N/A
R.O.W.: 40'
BUFFERS: N/A
EASEMENTS: 10' D.E.



THOMAS & HUTTON

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

SHEET 1 OF 1

MARK MILLER
PROPERTIES
P.O. BOX 176
DACULA, GEORGIA

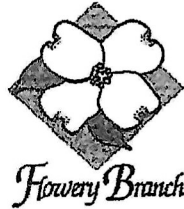
No.	REVISION	DATE
1.		
2.		
3.		
4.		
5.		

TASK:
HOUSE LOCATION PLAN

PROJECT NAME:
5632 CHURCH STREET
PIN# 08118-004015

SCALE	1" = 20'
DATE	04/10/24
DESIGN	
DRAWN	MJH
CHECKED	CCB
PROJECT No.	31917.0000

ADDRESS:
5632 CHURCH STREET
8TH DISTRICT LAND LOT I12
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA



VARIANCE APPLICATION

Address of Request:

5632 Church Street

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.

Explain below:

- variance for size of lot will only take front side entry, will not ^{take} back entry garage due to size of lot, encroachments, and easements. ^{and Building Lines}
- variance for front porch smaller than required because of size of lot and the house plan that is needed. If we make porch bigger it will go ^{past} the beginning of garage opening.

Applicant: Mark Miller Properties, Inc.

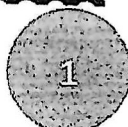
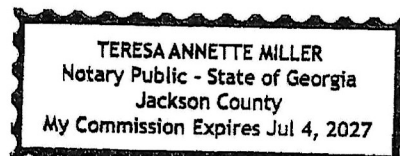
Address: P.O. Box 176
Dacula, ga. 30019

E-mail address: markmillerpropertiesinc@gmail.com

Phone number: 678-409-1158

Signature: *Mark Miller*

Notary Seal:





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Public Hearing to Consider Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD) .

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

City Council requested the micro-brewery and micro-distillery uses to be added as a conditional uses in the CBD.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Public hearing only

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [FB Zoning Micro-breweries and distilleries 6 17 24.pdf](#)
- [ES -Alcoholic Bevs Ordinance \(717 & 718\).pdf](#)

ORDINANCE NO. 717

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO ALLOW MICRO-BRWERIES AND MICRO-DISTILLERIES TO BE LOCATED IN THE CBD ZONING DISTRICT BY VIRTUE OF THE GRANTING OF A CONDITIONAL USE PERMIT BY CITY COUNCIL, TO PROVIDE FOR DEFINITIONS, TO CLARIFY THE LOCATIONS WHERE PACKAGE STORES AND GROWLERS MAY BE LOCATED BY RIGHT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Section 2.1 of Article 2 of the Zoning Ordinance provides definitions for certain uses; and

WHEREAS, Article 9 of the Zoning Ordinance of the City of Flowery Branch includes use Table 9.1; and

WHEREAS, the City Council wishes to clarify where certain establishments serving or manufacturing alcoholic beverages may be located; and

WHEREAS, the City Council held a public hearing at the meeting of June 20, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, 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. DEFINITIONS.

Section 2.1 of Article 9 of the Zoning Ordinance is hereby amended by inserting or replacing the following terms to be included alphabetically:

Micro-brewery: means an establishment where malt beverages are made, produced, or bottled and malt beverages are sold to individuals on the brewer's licensed premises for personal use on and off premises under the terms and conditions of state law and this code.

Micro-distillery: means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits and distilled spirits are sold on the distiller's licensed premises for personal use on an off premises under the terms and conditions of state law and this code.

Brew Pub: means an eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises and solely in draft form.

Brewery or Distillery: means an establishment for the manufacture of malt beverages or distilled spirits where such products are not sold for consumption on the premises.

SECTION 2. RESTATEMENT.

Table 9.1 of Article 9 of the Zoning Ordinance of the City of Flowery Branch relating to permitted and conditional uses in nonresidential zoning districts is hereby restated, and adopted to allow for micro-breweries and distilleries to be located in the CBD district by virtue of the granting of a Conditional Use Permit, to allow that Brew Pubs may be located in the same zoning districts as restaurants excluding drive-throughs, namely by right in NS, HB, CBD, M-1, M-2 and by Conditional Use Permit in INST, to clarify that package stores may be located by right in HB, and to clarify that growlers may be located by right in HB and CBD so that Table 9.1 shall read as follows:

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts

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

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brew Pub	X	C	P	P	P	P	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	C	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	X	P	P
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Continuing care retirement community	C	P	X	P	C	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	X	C	X	X	X
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	X	C	C
Day care center serving 18 persons or more	X	P	C	P	X	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	P	P	X	X	P	X	X
Dwelling, single-family detached, condominium	P	P	X	X	P	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	X	P	X	X
Dwelling, multi-family	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Dwelling, two-family (duplex)	C	C	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	X	X	X	X	X	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	X	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	C	P	P
Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	C	X	P	P
Gas tank sales	X	X	X	C	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	X	X	X
Growler	X	X	X	P	P	X	X
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	C	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
Kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	X	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	C	X	P	P
Machine shop	X	X	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Manufactured home, "Class A"	X	X	X	X	X	X	X
Manufactured home other than "Class A"	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P
Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro-brewery	X	X	X	X	C	X	X
Micro-distillery	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Mixed use building or development	C	X	P	P	P	C	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	C	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P
Package store	X	X	X	P	X	X	X
Parking deck or structures, on-site or off-site	C	C	X	P	C	C	C
Parking lot, off-site	P	P	P	P	C	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	X	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	X	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	X	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	C	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	P	X	C	C
School, public	P	P	X	X	X	X	X
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	C	X	P	P
Service and fuel-filling station	X	X	X	P	X	P	P
Showroom	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X
Taxi cab and limousine service	X	X	X	X	X	X	X
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	X	P	P
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	X	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P

SECTION 3. 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 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be _____, 2024.

SECTION 5. REPEALER.

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

Approved this ____ day of _____ 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance Numbers 717 and 718 amending the city code of the City of Flowery Branch to allow for micro-breweries and micro-distilleries.

DATE: June 17, 2024

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

BUDGET INFORMATION:

ANNUAL- N/A
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: Amend the alcoholic beverage code to allow for micro-breweries and micro-distilleries.

HISTORY: Changes to state law in the last few years have allowed for new business models in the alcoholic beverage establishment market. Among these new models are smaller breweries and distilleries that manufacture their own malt beverages or distilled spirits they are allowed to sell to individuals for personal use both in containers and for consumption on the premises.

FACTS AND ISSUES: Adoption of this ordinance would allow for the licensing of micro-breweries and micro-distilleries in the city limits. A companion ordinance making changes to the City's zoning code would allow these establishments to be located in the Central Business District if granted a Conditional Use Permit by City Council. These establishments are exempt from the food sale requirement and thus may warrant close monitoring to ensure they maintain the friendly and safe atmosphere typically marketed by such businesses.

OPTIONS:

- 1) Approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
 - 2) Do not approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
-

RECOMMENDED SAMPLE MOTION:

I move to approve the first read of Ordinance Number 717 and 718 (read separately) adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

DEPARTMENT: Legal

Prepared by: Ted Baggett



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 716 to Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

Second reading of Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Adoption

SAMPLE MOTION:

I make a motion to approve Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025 at 3.264.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [FY2025 Budget Ordinance Executive Summary 2nd reading.pdf](#)
- [Ordinance 716 Millage Rate 2024 - 3.264 millage rate.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

DATE: 06/20/2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/20/2024

PURPOSE:

Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City’s fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS: Second reading of Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025 at 3.264.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

ORDINANCE NO. 716

AN ORDINANCE TO FIX THE AD VALOREM TAX RATE FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE TAX YEAR 2024 AND THE FISCAL YEAR OF 2025; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF FLOWERY BRANCH, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2024; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized to assess, levy and collect an ad valorem tax for the purpose of raising revenue to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for all other lawful public purposes; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to establish for said tax a millage rate, a due date and in what length of time said tax must be paid; and,

WHEREAS; the City of Flowery Branch, Georgia is authorized to provide for interest and penalties for unpaid taxes and the collection of delinquent taxes.

WHEREAS, the City of Flowery Branch, Georgia held public hearings on 6/06/24 at 9 am, 6/06/24 at 6 pm and 6/20/24 at 6 pm in accordance with O.C.G.A. Sec. 48-5-32.1(c)(2); and

WHEREAS, the City of Flowery Branch caused the Public Notice required by O.C.G.A. Sec. 48-5-32.1(c)(2) to be advertised in a newspaper of general circulation and on the city's website at least one week prior to each hearing; and

WHEREAS, this ordinance was first read at the city council's special scheduled meeting of 6/06/24 at 6 pm, and read for a second and final time at the city council's regular called meeting of 6/20/24 at 6 pm.

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

SECTION 1. GROSS MILLAGE RATE.

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

The ad valorem tax rate for the City of Flowery Branch, Georgia for the tax year 2024 and for the 2025 fiscal year for the City of Flowery Branch, Georgia based upon an estimated total valuation by the tax assessors of Hall County of property subject to ad valorem taxation by the City of Flowery Branch, Georgia is hereby set at a gross millage of 5.565 mills.

SECTION 2. CALCULATION AND PURPOSE OF NET MILLAGE RATE.

Upon dividing the net property value of \$1,136,244,724 into the total receipts of the local option sales tax for the 2024 tax year, which is \$2,614,509 provides a total roll back of 2.301 mills. Subtracting the total roll back of 2.301 mills from the gross millage rate of 5.565 mills provides for a net millage rate of 3.264 mills to be levied on each \$1,000 of taxable property within the corporate limits for the purpose of raising revenue:

- a) to defray the cost of operating the city government;
- b) to provide governmental services;
- c) for the repayment of principal and interest on general obligations; and/or,
- d) any other public purpose.

SECTION 3. 2024 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Flowery Branch, Georgia, an ad valorem tax for the year 2024 of 3.264 mills on each \$1,000 of value of taxable property.

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the one hundred twentieth (120th) day after the postmark of said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

(1) Ad valorem taxes of \$500.00 or less on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated; or

(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

(B) Taxes owed the city shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15 or any publication that may supersede it, plus three percent (3%), to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. For the purpose of this section, any period of less than one month shall be considered one month.

SECTION 6. NOTICE, ISSUANCE OF FI. FA. AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES.

A past due and delinquent tax notice shall be mailed by the Mayor, City Manager, or other duly authorized agent of the City of Flowery Branch, Georgia to all owners of property subject to taxation who have not paid the tax due on or before the sixty first (61st) day after the postmark on said tax bills. The past due and delinquent tax notice shall be sent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within thirty days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other property duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. **The**

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

City of Flowery Branch shall be entitled to assess the expenses of issuing and recording a writ of fieri facias, not to exceed \$30.00, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed.

SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO 2024.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2024, which are due and owing to the City of Flowery Branch, Georgia by delinquent taxpayers, the City of Flowery Branch, Georgia, through a duly authorized agent which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years. This past due and delinquent tax notice shall be sent to aid delinquent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within sixty (60) days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other properly duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed."

SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

Any part of any prior ordinances, in conflict with the terms of this Ordinance, are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance or law which

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Ordinance on behalf of the City of Flowery Branch, Georgia.

SECTION 9. SEVERABILITY.

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.

SO ORDAINED this 20th day of June, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Beer and Wine License for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

D'Italia Pizzeria is a new business located at 5315 Atlanta Highway.

FACTS AND ISSUES:

We have received an application to allow D'Italia Pizzeria to serve beer and wine. This business has one owner, Tatiana Ayala Garcia. The owner of the building is Giuseppe Scotto Di Carlo who owns Napoli's Pizza.

The application has been processed and reviewed and everything is in order for council's approval.

OPTIONS:

- 1- Approve D'Italia Pizzeria to serve beer and wine
- 2- Deny D'Italia Pizzeria to serve beer and wine

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 grant Tatiana Ayala Garcia a beer and wine license for D'Italia Pizzeria.

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary D'Italia Pizzeria Beer & Wine.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: New Alcohol License for Pizzeria D'Italia LLC

DATE: June 20th, 2024

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: June 20th, 2024

PURPOSE: To allow the owner of Pizzeria D'Italia LLC, DBA: D'Italia Pizzeria to serve beer and wine.

HISTORY: D'Italia Pizzeria is a new business located at 5315 Atlanta Highway.

FACTS AND ISSUES: We have received an application to allow D'Italia Pizzeria to serve beer and wine. This business has one owner, Tatiana Ayala Garcia. The owner of the building is Giuseppe Scotto Di Carlo who owns Napoli's Pizza.

The application has been processed and reviewed and everything is in order for council's approval.

OPTIONS:

- 1- Approve D'Italia Pizzeria to serve beer and wine
 - 2- Deny D'Italia Pizzeria to serve beer and wine
-
-

RECOMMENDED SAMPLE MOTION: I make a motion to grant Tatiana Ayala Garcia a beer and wine license for D'Italia Pizzeria

DEPARTMENT: Police Department

Prepared by: Kelsey Cash



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing the Mayor to Execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

Substantial increases in growth and traffic on Hall County roads has initiated the county exploring various alternate solutions to funding transportation improvements. One such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County.

FACTS AND ISSUES:

The governing authorities of the County and the Municipalities met on May 10, 2024, to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax referendum in conformity with the requirements of Official Code of Georgia Annotated §48-8-262(a)(2); and the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges.

Specifically for Flowery Branch, this would result in funding of \$2,500,000 in the top portion (the 80%) of projects for the Mulberry Street Connector, and in the bottom portion (the 20%) of projects which include the following:

Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects. \$5,640,319

Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.

Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, road widening and related projects. \$2,000,000

Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.

OPTIONS:

- 1) Authorize the mayor to execute the intergovernmental agreement on the City's behalf.
- 2) Do not authorize the mayor to execute the intergovernmental agreement on the City's behalf.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

No funding required

RECOMMENDATION:

To authorize the Mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

SAMPLE MOTION:

I make a motion to authorize the mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - TSPLOST Intergovernmental Agreement.pdf](#)
- [TSPLOST IGA - 2024 - 6 Year Revision 5.31.pdf](#)
- [T-SPLOST Options - Finalized with Municipal % Updated Census - 2nd Draft.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consider Authorizing the Mayor to Execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement

DATE: June 6, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: To authorize the Mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

HISTORY: Substantial increases in growth and traffic on Hall County roads has initiated the county exploring various alternate solutions to funding transportation improvements. One such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County.

FACTS AND ISSUES: The governing authorities of the County and the Municipalities met on May 10, 2024, to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax referendum in conformity with the requirements of Official Code of Georgia Annotated §48-8-262(a)(2); and the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges.

Specifically for Flowery Branch, this would result in funding of \$2,500,000 in the top portion (the 80%) of projects for the Mulberry Street Connector, and in the bottom portion (the 20%) of projects which include the following:

Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	

Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, road widening and related projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	

The County and all its municipalities must approve the intergovernmental agreement to receive the full 1% of TSPLOST.

OPTIONS:

- 1) Authorize the mayor to execute the intergovernmental agreement on the City's behalf.
 - 2) Do not authorize the mayor to execute the intergovernmental agreement on the City's behalf.
-
-



RECOMMENDED SAMPLE MOTION:

I make a motion to authorize the mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

STATE OF GEORGIA
COUNTY OF HALL

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this ____ day of June, 2024 by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation (hereinafter the "Municipalities"), acting pursuant to validly adopted approvals by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

WITNESSETH:

WHEREAS, Hall County and its Municipalities constitute the regional hub for Northeast Georgia with regard to the provision of medical care, banking services, and commerce; and

WHEREAS, the location of Lake Lanier in Hall County has fueled exceptional tourism opportunities within Hall County and its Municipalities; and

WHEREAS, Interstate 985 traverses Hall County and has experienced an unprecedented increase in vehicle trips per day during the last decade, bringing residents from neighboring counties into Hall County and its Municipalities; and

WHEREAS, one of the main railroad lines in the nation traverses Hall County, and Hall County is partnering with the state and federal governments to create an inland port in Hall County along the railroad line; and

WHEREAS, the creation of the inland port will significantly increase the transportation of goods, commodities, and materials through Hall County and its Municipalities; and

WHEREAS, numerous state routes provide connectivity among Hall County, its Municipalities, and major transportation corridors such as Interstate 85 and Georgia 400, and such transportation corridors provide direct access to the Interstate System serving the Southeastern United States; and

WHEREAS, Hall County and its Municipalities are experiencing rapid population growth as new residents determine that Hall County and its Municipalities provide outstanding opportunities to live, work, and play; and

WHEREAS, economic development activities within Hall County and its Municipalities are providing incentives for residents from neighboring counties to seek employment within Hall County and its Municipalities; and

WHEREAS, all of these factors have resulted in the need for Hall County and its Municipalities to explore alternatives to place before their residents regarding transportation improvements; and

WHEREAS, one such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(1), the County and its Municipalities have determined that neither the region nor the majority of counties in the region have proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent; and

WHEREAS, the governing authorities of the County and the Municipalities met together on May 10, 2024 to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax Referendum and to discuss the rate of the tax in conformity with the requirements of Official Code of Georgia Annotated § 48-8-262(a)(2); and

WHEREAS, the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and among the County and the Municipalities as follows:

Section 1. Representations of the Parties.

Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

- A. The County and its Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent.

- B. The County agrees that if the governing authorities of all of the Municipalities within the Special District approve and execute this Agreement on or before July 1, 2024, the County will take the actions necessary to call an election, to be held in all of the voting precincts in Hall County on November 5, 2024, for the purpose of submitting to the qualified voters of the Special District for their approval the question whether or not a Transportation Special Purpose Local Option Sales and Use Tax of one percent shall be imposed on all sales and uses subject to the sales and use tax in the Special District of Hall County, as authorized by the Act for six years (24 calendar quarters) commencing on April 1, 2025 for the purpose of funding specified Projects (hereinafter more fully referred to and defined). The amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax is estimated to be \$390,000,000 (Three Hundred and Ninety Million Dollars).
- C. The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.
- D. The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., the County approved the execution of this Agreement.
- E. It is the intention of the County and the Municipalities to comply in all respects with Official Code of Georgia Annotated § 48-8-260 et seq., as amended most recently during the 2024 Legislative Session, and all provisions of this Agreement shall be construed in light of Official Code of Georgia Annotated § 48-8-260, et seq. as so amended.

Section 2. Conditions Precedent.

The obligations of all parties under this Agreement are contingent upon the following prior events:

- A. The approval and execution of this Agreement by all Municipalities located wholly or partially within Hall County on or before July 2, 2024.
- B. If all Municipalities do not approve and execute this Agreement on or before July 2, 2024, this Agreement shall be null and void. In such event, an alternate Agreement having a term of five years is being simultaneously executed by the County and certain Municipalities whose population within the Special District is more than fifty percent of the total population of that portion of all Hall County Municipalities located in the Special District. Pursuant to the alternate Agreement, the percentage of the proceeds of the tax collected that each absent municipality shall receive is stated with specificity, and such percentage of the proceeds of the tax collected which shall be received by each absent municipality shall not be less than the absent municipality minimum percentage as set forth in Official

Code of Georgia Annotated Section 48-8-262(c), as amended by House Bill 946 during the 2024 Legislative Session.

- C. The adoption of a Resolution by the Board of Commissioners of Hall County authorizing the imposition of the Transportation Special Purpose Local Option Sales and Use Tax and calling the necessary election in accordance with the provisions of Official Code of Georgia Annotated § 48-8-262(d).
- D. The approval of the Transportation Special Purpose Local Option Sales and Use Tax by a majority of the voters in the Special District of Hall County voting in the election (for those purposes) to be held in accordance with the provisions of Official Code of Georgia Annotated § 48-8-263.
- E. This Agreement is further contingent upon the collection of Transportation Special Purpose Local Option Sales and Use Tax revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax: Estimated Amount; Effective Date and Term of the Tax.

The Transportation Special Purpose Local Option Sales and Use Tax, subject to approval in an election to be held on November 5, 2024, shall be imposed at the rate of one percent (1%). The total estimated dollar amount for the net proceeds of the tax is \$390,000,000 (Three Hundred and Ninety Million Dollars). The maximum period of time for which the tax shall be imposed is six years, beginning on April 1, 2025 and ending on the final day of the six-year period. The maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax shall correspond to the period of time that the Transportation Special Purpose Local Option Sales and Use Tax shall be imposed. Hall County and its Municipalities intend for the maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax to be the maximum amount of net proceeds allowed by law, specifically in accordance with House Bill 934 which became effective on May 2, 2022 and House Bill 946 which became effective on May 6, 2024. The tax shall cease to be imposed on the final day of the maximum period of time allowed by law, six years, pursuant of Official Code of Georgia Annotated Section 48-8-262(d)(2)(C), as amended by House Bill 946 during the 2024 Legislative Session, unless sooner required by law.

Section 4. Effective Date and Term of This Agreement.

This Agreement shall commence upon the date of its execution by Hall County and all Municipalities and shall terminate upon the latter of:

- A. The official declaration by the Board of Elections and Registration of Hall County of the failure of the election described in this Agreement; or
- B. The expenditure by the County and the Municipalities of the last dollar of money collected from the Transportation Special Purpose Local Option Sales and Use Tax even if such

expenditure is made after the expiration of the Transportation Special Purpose Local Option Sales and Use Tax collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

- A. In recognition of the need for transportation improvements across Hall County and its Municipalities, the parties agree that the estimated total net proceeds (\$390,000,000) shall be utilized for the following transportation purposes (the "Purposes"): roads, streets, bridges, including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of Official Code of Georgia Annotated Section 48-8-121, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- B. The transportation Projects to be funded in whole or in part from Transportation Special Purpose Local Option Sales and Use Tax proceeds (the "Projects"), are listed in Exhibit A, which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in Official Code of Georgia Annotated § 32-2-22.
- C. All transportation Purposes included in this Agreement shall be funded from proceeds from the tax except as otherwise agreed. The Projects and Purposes described herein shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds as provided in this Agreement, and as specified in Exhibit A. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.
- D. No general obligation debt is to be issued in conjunction with the imposition of the tax.

Section 6. Transportation Special Purpose Local Option Sales and Use Tax Funds; Separate Accounts; No Commingling.

- A. A special fund or account shall be created by the County and designated as the 2025 Hall County Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (the "County Transportation Special Purpose Local Option Sales and Use Tax Fund"). The County shall select a bank which shall act as a depository and custodian of the County Transportation Special Purpose Local Option Sales and Use Tax Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a special fund to be designated as the 2025 [Municipality name] Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (each a "Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund"). Each Municipality shall select a bank which shall act as a depository and custodian of the Transportation Special Purpose Local Option Sales and Use Tax proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

- C. All Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Transportation Special Purpose Local Option Sales and Use Tax proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be placed in such accounts.

Section 7. Allocation and Disbursement of Transportation Special Purpose Local Option Sales and Use Tax Proceeds.

- A. Upon receipt by the County of Transportation Special Purpose Local Option Sales and Use Tax proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund. The monies in the Transportation Special Purpose Local Option Sales and Use Tax Fund shall be held and applied to the cost of acquiring, constructing and installing the Projects that have been designated as Major Projects by the County and all Municipalities (hereinafter the “Major Projects”) and the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section. In the event that a Major Project is specifically designated herein to be administered by a specific Municipality, the County shall, within 30 days of receipt of funds from the State Revenue Commissioner, transfer the funds designated for such Major Project to the designated Municipality on a pro-rata basis with Major Projects to be administered by the County and other specifically designated Municipalities according to the amount of proceeds received each month for Major Projects. The following Major Projects have been specifically designated in Exhibit A to be administered by specific Municipalities:

Ridge Road Corridor Improvements – Administered by the City of Gainesville

Park Hill Drive Intersection Improvements – Administered by the City of Gainesville

Hilton Drive Extension – Administered by the City of Gainesville

Frazer Road Corridor Improvements – Administered by the City of Buford

Mulberry Street Connector - Administered by the City of Flowery Branch

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment) – Administered by the City of Oakwood

Main Street, Flat Creek, and Old Oakwood Road Intersection – Administered by the City of Oakwood

- B. The County, following each monthly deposit of the Transportation Special Purpose Local Option Sales and Use Tax proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund, shall reserve \$4,333,333.33 (Four Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars) of the monthly Transportation Special Purpose Local Option Sales and Use Tax proceeds received to pay the cost of the Major Projects to be administered by the County or specifically designated Municipalities as set forth in Exhibit A to this Agreement on a pro rata basis determined by the percentage of the individual Project as a portion of Major Projects. For example, the percentage of the Project known as the Mulberry Street Connector is 0.0080 percent compared to the total Major Projects List, as shown on Exhibit A, so each month Hall County would disburse the sum of \$34,722.22 to the City of Flowery Branch from the Major Projects reserve to facilitate the City of Flowery Branches administration of the construction of the Mulberry Street Connector Project, assuming that at least \$4,333,333.33 is received as TSPLOST proceeds from the State Revenue Commissioner for that month. If at least \$4,333,333.33 is not received for the month, then the distribution by Hall County to the City of Flowery Branch for that month would be 0.0080 percent of the funds received by Hall County from the State Revenue Commissioner for that month. Additionally, if the net proceeds from the Transportation Special Purpose Local Option Sales Tax exceed the sum of \$4,333,333.33 for the month, the County shall disburse to each Municipality its pro-rata allocation of the remaining monthly Transportation Special Purpose Local Option Sales and Use Tax net proceeds received, within thirty (30) days of the County's receipt of such Transportation Special Purpose Local Option Sales and Use Tax proceeds. The County or the specifically designated Municipality shall expend the monies reserved for Major Projects to construct and install such Major Projects. The County and the Municipalities shall receive a pro-rata allocation of the remaining Transportation Special Purpose Local Option Sales and Use Tax net proceeds, after the allocation for the Major Projects, on a monthly basis in accordance with the table below. The aggregate net remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are estimated to be \$78,000,000 (Seventy-Eight Million Dollars) over the six (6) year period.

Project	County/Municipality	Pro Rata %	Estimated Cost
County Projects (excluding Major Projects)	Unincorporated Hall County	42.5000%	33,150,000
Braselton	Braselton	3.9981%	3,118,497
Flowery Branch	Flowery Branch	9.7953%	7,640,319
Gainesville	Gainesville	29.9856%	23,388,730
Buford	Buford	3.3984%	2,650,723
Gillsville	Gillsville	0.4998%	389,812
Clermont	Clermont	1.3993%	1,091,474
Oakwood	Oakwood	5.3974%	4,209,971
Lula	Lula	2.9986%	2,338,873
Rest Haven	Rest Haven	0.0277%	21,600
			\$44,850,000

Notwithstanding the foregoing, once the County has deposited the aggregate amount of \$312,000,000 (Three Hundred Twelve Million Dollars) (the total estimated cost of the Major Projects) into the account for the payment of the cost of the Major Projects, the County shall make no further deposits of Transportation Special Purpose Local Option Sales and Use Tax proceeds into such account for Major Projects. As among the Major Projects, the County, or the applicable specifically designated Municipality, may allocate excess proceeds not needed for a particular Major Project, once satisfactorily completed, to one or more other Major Projects as determined by the County, or with regard to Major Projects to be administered by a specifically designated Municipality, the specifically designated Municipality may allocate excess proceeds for such Major Project administered by such Municipality to other Major Projects administered by such Municipality or to Major Projects administered by the County. If the final, actual aggregate cost of the Major Projects is less than \$312,000,000, any excess proceeds designated for Major Projects shall be disbursed in the same manner as the remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are to be disbursed as set forth in the table above.

Proceeds over and above the amount estimated to be received pursuant to this Referendum (herein, "Excess Proceeds") shall be allocated in accordance with the table above and shall be used solely for the Purposes listed herein. Each party shall expend its portion (determined using the percentages set forth in the table above) of Excess Proceeds from the Transportation Special Purpose Local Option Sales and Use Tax on one or more of its Projects set forth in Exhibit A of this Agreement.

- C. No Purpose or Project will be given preference in the funding and distribution process in such a way that the monthly distribution formula set forth herein is affected. Each party to this Agreement shall determine the priority or order in which its designated transportation purposes will be fully or partially funded based upon the distribution formula set forth in this Agreement. Each party's determination of the priority or order of funding for its transportation purposes shall be based on the extent to which a Project is ready to be initiated, the most recently updated assessment of the transportation needs of the applicable party, and practical considerations regarding the effect of the Project upon the traffic flow within the jurisdiction. The parties anticipate that Projects may be funded concurrently so as to maximize the impact of the Transportation Special Purpose Local Option Sales and Use Tax proceeds on the transportation needs of Hall County and its Municipalities.
- D. The disbursement of proceeds from the Transportation Special Purpose Local Option Sales Tax referenced in this Agreement shall account for 100 percent of the Tax proceeds.
- E. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share, unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 8. Project Monitoring, Record Keeping and Reporting, Audits.

- A. All parties to this Agreement shall promptly move forward with the acquisition and construction of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.
- B. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.5(a)(2), which requires that the governing authority of each county and the governing authority of each qualified municipality receiving any proceeds from the tax under this part to maintain a record of each and every purpose for which the proceeds of the tax are used. A schedule shall be included in each annual audit which shows for each purpose in the resolution calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. Certain information must be included in the annual audit of the County or each of the Municipalities during the term of this Agreement. The distribution and use of all Transportation Special Purpose Local Option Sales and Use Tax proceeds deposited in the County Transportation Special Purpose Local Option Sales and Use Tax Fund and each Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County with a copy of its annual audit.
- C. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Purposes.
- D. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of Transportation Special Purpose Local Option Sales and Use Tax proceeds and expenditures for each Project or Purpose undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

- A. The County and the Municipalities acknowledge that the costs shown for each Purpose described in Exhibit A are estimated amounts.

- B. When the County or a Municipality, as applicable, confirms that all of its Projects are completed, any excess proceeds held by the confirming County or Municipality shall, for the purposes of this Agreement, be deemed excess funds and disposed of as follows: Excess Proceeds subject to this subsection shall be used solely for the purpose of reducing any indebtedness of the County or the applicable qualified Municipality within the Special District. If there is no such indebtedness or if the Excess Proceeds exceed the amount of any such indebtedness, then the Excess Proceeds shall next be paid into the general fund of such County or the applicable qualified Municipality, it being the intent that any funds so paid into the general fund of such County or applicable qualified Municipality be used for the purpose of reducing ad valorem taxes according to Official Code of Georgia Annotated § 48- 8-269.5(f)(2).

Section 10. Project Management.

The County, or the applicable Municipality for municipal projects to be administered by such Municipality, may contract for Project Management regarding its Major Projects, and Project Management shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds. Project Management shall be performed by one or more persons or entities, and the Project Management function shall work out of the Gainesville-Hall Metropolitan Planning Organization (hereinafter “MPO”) office structure. The total annual compensation for the Project Management function described in this paragraph, including wages and benefits, if applicable, shall not exceed \$300,000 (Three Hundred Thousand Dollars). Municipalities may request that the Project Management function described in this paragraph be used for certain Municipal Projects which are not designated as Major Projects. In such event, the Municipality shall contract with the Project Management person or entity described in this paragraph for the specific services to be performed.

Section 11. Delegation of Authority for Certain Amendments.

Hall County hereby delegates to its Chairman of the Board of Commissioners, and each Municipality hereby delegates to its Chief Elected Official, the authority to execute any amendment to this Agreement other than an amendment that changes the Transportation Projects herein or an amendment that changes the monetary distribution of net proceeds to any jurisdiction which is a Party to this Agreement. As a result of the logistical challenges to execution of an intergovernmental agreement concerning a Transportation Special Purpose Local Option Sales and Use Tax, the Parties agree that the delegation of authority pursuant to this paragraph is necessary in order to facilitate the execution of this Agreement by the County and all Municipalities. In order for an amendment pursuant to this Section to be valid, such amendment must be signed by the designated official of the County and all Municipalities.

Section 12. Citizen Review Committee.

- A. The County and Municipalities agree that the members of the Citizen Review Committee, which is reviewing expenditures for SPLOST VII and SPLOST VIII Projects, shall also

review the Projects and Purposes set forth in this Agreement.

- B. The Citizen Review Committee will represent the interests of the citizens of the County and its Municipalities and shall receive and review periodic status reports concerning all Projects and Purposes to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales and Use Tax Program. The Committee shall review Transportation Special Purpose Local Option Sales and Use Tax Projects and Purposes of the County and Municipalities and shall invite the necessary staff, division directors, department heads, administrators, and appropriate third parties to provide Project and Purpose updates to the Committee.
- C. The mission of the Citizen Review Committee is to ensure all Hall County and Municipal Transportation Special Purpose Local Option Sales and Use Tax Program Purposes will be reported and executed in an efficient, transparent, and fully accountable manner in keeping with the purposes of the overall Transportation Special Purpose Local Option Sales and Use Tax Program.
- D. Hall County will provide appropriate staff, technical advisors, and meeting facilities to support the Committee's activities.
- E. The County Administrator and City Managers or designee(s), as applicable, of the County and Municipalities to this Agreement shall appoint any successor members of the Committee based on the following methodology:
 - 1. The Citizen Review Committee is comprised of nine members, five members appointed by the County Administrator; two members appointed by the City Manager of the City of Gainesville; one member appointed by a majority of the City Managers or designees of Buford, Braselton, Flowery Branch, Oakwood, and Rest Haven; and one member appointed by a majority of the City Managers or designees of Clermont, Gillsville, and Lula.
 - 2. Each member shall serve a four (4) year term. Each committee member selected to serve shall be appointed, or reappointed, every four years by the County and Municipality officials.
 - 3. No individual who holds state, county, or city elected office shall be eligible to serve as a member of the Citizen Review Committee during the term of such elected office, and the position of any member shall be deemed vacant upon such member qualifying as a candidate for elected public office. A member may be removed from the Citizen Review Committee with cause by the appointing official(s). Vacancies which may occur on the Committee shall be filled for the remainder of the unexpired term in the same manner as original appointments.
 - 4. Citizen Review Committee members are expected to serve with integrity and shall adhere to the highest ethical standards. Members who miss two consecutive meetings without reasonable cause or whose annual attendance drops below 50% shall be

deemed to have vacated their seat on the Committee.

Section 13. Default.

The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance.

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations. If any Municipality fails to comply with the requirements of the Act (Official Code of Georgia Annotated § 48- 8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law.

This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 17. Severability.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement.

This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Purposes and Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts, or understandings, either oral or written, between the parties relative to the Purposes and Projects are hereby rescinded and superseded by this Agreement. This Agreement specifically supersedes the prior TSPLOST Agreement entered into by most of the Parties to this Agreement during 2023.

Section 19. Amendments.

Except as set forth in Section 11 of this Agreement dealing with delegation of authority for certain amendments, this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and all of the Municipalities.

Section 20. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective three days after having been deposited or placed in the United States mail, postage prepaid to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- A. Town of Braselton
PO Box 306
4982 Highway 53
Braselton, Georgia 30517
Attention: Town Manager
- B. City of Buford
2300 Buford Highway
Buford, Georgia 30518
Attention: City Manager
- C. Town of Clermont
109 King St.
Clermont, Georgia 30527
Attention: Town Clerk
- D. City of Flowery Branch
P.O. Box 757
5410 Pine Street
Flowery Branch, Georgia 30542
Attention: City Manager
- E. City of Gainesville
P.O. Box 2496
300 Henry Ward Way
Gainesville, Georgia 30503
Attention: City Manager

F. City of Gillsville
P.O. Box 25
6288 GA-52
Gillsville, Georgia 30543-0025
Attention: City Clerk

G. City of Lula
6055 Main St.
Lula, Georgia 30554
Attention: Mayor

H. City of Oakwood
P.O. Box 99
4035 Walnut Street
Oakwood, Georgia 30566
Attention: City Manager

I. City of Rest Haven
428 Thunder Road
Buford, Georgia 30518
Attention: City Clerk

J. Hall County
P.O. Box 1435
2875 Browns Bridge Road
Gainesville, Georgia 30503
Attention: County Administrator

Section 21. Public Facilities.

The County and Municipalities agree that each approved Transportation Special Purpose Local Option Sales and Use Tax Project associated with this Agreement shall be maintained as a public facility and in public ownership.

Section 22. Mediation.

The County and the Municipalities agree to submit any controversy arising under this Agreement to mediation as a part of the dispute resolution process. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, all parties have executed this Agreement on the date indicated herein.

SIGNATURES ON THE FOLLOWING PAGES

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman, Board of Commissioners

Attest:

Jennifer Rivera, Clerk

Date _____

Approved as to Form:

William J. Linkous, III, County Attorney

TOWN OF BRASELTON

By: _____
Honorable Kurt Ward, Mayor

Attest:

Jennifer Scott, City Clerk

Date _____

Approved as to Form:

Gregory Jay, Town Attorney

CITY OF BUFORD

By: _____
Honorable Phillip Beard, Chairman, Buford City Commission

Attest:

Kim Wolfe, City Clerk

Date

Approved as to Form:

Gregory Jay, City Attorney

TOWN OF CLERMONT

By: _____
Honorable James E. Nix, Mayor

Attest:

Amy Lomax, City Clerk

Date

Approved as to Form:

David Syfan, City Attorney

CITY OF FLOWERY BRANCH

By: _____
Honorable Ed Asbridge, Mayor

Attest:

Shelia Cooper, City Clerk

Date

Approved as to Form:

Karen G. Thomas, City Attorney

CITY OF GAINESVILLE

By: _____
Honorable W. Sam Couvillon, Mayor

Attest:

Denise O. Jordan, City Clerk _____
Date

Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

CITY OF GILLSVILLE

By: _____
Honorable Wade Dale, Mayor

Attest:

Sandra Helton, City Clerk _____
Date

Approved as to Form:

David Syfan, City Attorney

CITY OF LULA

By: _____
Honorable Joe Thomas, Mayor

Attest:

Tangee Puckett, City Clerk _____
Date

Approved as to Form:

Joey Homans, City Attorney

CITY OF OAKWOOD

By: _____
Honorable Lamar Scroggs, Mayor

Attest:

Mai Chang, City Clerk

Date

Approved as to Form:

Donald Hunt, City Attorney

CITY OF REST HAVEN

By: _____
Honorable Kenneth Waycaster, Mayor

Attest:

Monica Montgomery, City Clerk

Date

Approved as to Form:

Gregory Jay, City Attorney

EXHIBIT A

TSPLOST Projects		
Description		Amount
Total Estimated Collections		\$ 390,000,000
Purposes - Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.		
Major Projects (80%)		
Spout Springs Road Widening Phase II	County	\$ 40,000,000
McEver Road Widening Phase I	County	58,000,000
White Sulphur Road and Crescent Drive Corridor Improvements	County	52,000,000
Ridge Road Corridor Improvements	Gainesville	40,000,000
Park Hill Drive Intersection Improvements	Gainesville	11,000,000
Hilton Drive Extension	Gainesville	26,000,000
McEver Road Intersection Improvements	County	10,000,000
SR 365 Safety Improvements	County	20,000,000
SR 369/Browns Bridge Road Corridor Improvements/Widening	County	35,846,000
Little Five Points Intersection	County	2,500,000
Mt Vernon Road and Rilla Road Intersection	County	3,000,000
Mt Vernon Road and Jim Hood Road Intersection	County	2,500,000
Memorial Park Drive and Atlanta Highway Intersection	County	4,000,000
Thompson Mill Road Improvements	County	1,000,000
Frazer Road Corridor Improvements	Buford	1,504,000
Mulberry Street Connector	Flowery Branch	2,500,000

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment	Oakwood	1,300,000
Main Street, Flat Creek Road, and Old Oakwood Road Intersection Improvements	Oakwood	850,000
Total Estimated Cost Major Transportation Projects	80%	\$ 312,000,000

Distribution to Jurisdictions, Local Projects (20%)		
Purposes described by each jurisdiction below.		
Hall County Portion	42.5000%	\$33,150,000
Municipality Portion	57.5000%	\$44,850,000
Unincorporated Hall County	42.5000%	\$33,150,000
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
		\$ 44,850,000
Total estimated distributions to jurisdictions, local projects	20%	\$ 78,000,000
Total Estimated Cost of T-SPLOST Projects		\$ 390,000,000

Hall County Project List

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Hog Mountain Road corridor improvements/widening; improving sight distance issues at East Hall Road and Gaines Mill Road, and Hog Mountain and Blackjack Road; 2 foot paved shoulder widening with RPMs and signage upgrades on Williams Road, County Line Road, Gaines Mill Road, Harmony Church Road, Blackjack Road, Bark Camp Road, and Hubert Stephens Road; intersection improvements at Old Cornelia Highway and Joe Chandler Road, Hog Mountain Road and Wade Orr Road, Hog Mountain Road and Capitola Farm Road, and Union Church Road and Elizabeth Lane; signage replacement/upgrades on Chestatee Road and Cool Springs Road; and other related projects.	\$23,150,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	
Projects may include: resurfacing of approximately 25 miles of Hall County maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	\$10,000,000
Total Estimated Cost of Hall County Projects	\$33,150,000

Municipalities Project List

Braselton

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$2,000,000
Projects may include: Highway 211, Highway 347, Thompson Mill Road, Spout Springs Road, Dunbar Road, and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,118,497
Projects may include: resurfacing of approximately 2 miles of Braselton maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Braselton Projects	\$3,118,497

Buford

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: McEver Road/Peachtree Industrial Blvd., Holiday Road, Carter Road, B.U. Bowman Drive, Golden Parkway, Bristol Industrial Way, Belle Wood Court, Palmero Court, Lexie Lane, South Waterworks Road, Green Road, Cemetery Road, New Bethany Road, North Waterworks Road, Big Creek Road, Lee Drive, Shoreland Drive, Hutchins Drive, Blackberry Lane, Maple Avenue, Frazer Road, and other related projects.	\$2,650,723
Total Estimated Cost of Buford Projects	\$2,650,723

Clermont

Project Name/Description	Estimated Project Cost
Construction of roads, sidewalks, and stormwater projects pertaining to roadway and other transportation projects	\$540,000
Projects may include sidewalk construction and stormwater projects on Oxford Road, King Street and Main Street; and other projects.	
Resurfacing, patching and related projects.	\$551,474
Project may include the repair and resurfacing of various streets in the Town.	
Total Estimated Cost of Clermont Projects	\$1,091,474

Flowery Branch

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Total Estimated Cost of Flowery Branch Projects	\$7,640,319

Gainesville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Memorial Park Drive, Old Flowery Branch Road, Green Street, Riverside Drive, Enota Drive, Beverly Road, M.L.K. Jr Blvd, Pearl Nix Pkwy, Sky View Drive, Fullenwider Road, Athens Street, White Sulphur Road, Community Way, Spring Street, Atlanta Hwy, Shallowford Road, Gaines Mill Road, Smallwood Road, Aviation Blvd, Marler Street, Academy Street, East Ave, Limestone Pkwy, Old Cornelia Hwy, Park Hill Drive, Thompson Bridge Road, Browns Bridge Road, Jesse Jewell Pkwy; and other similar projects.	\$17,388,730
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	
Projects may include: resurfacing of approximately 20 miles of City of Gainesville maintained roads based on the established annual road rating criteria and scoring system; and other similar projects.	\$6,000,000
Total Estimated Cost of Gainesville Projects	\$23,388,730

Gillsville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects. Projects may include: Extension of Wilson Dr. Sidewalks from Downtown to the Park, New Parking Lot for Downtown Park	\$260,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects. Projects may include -Resurface of Old Town Parking Lot & Driveway, Widening of Church St. and School St.	\$129,812
Total Estimated Cost of Gillsville Projects	\$389,812

Lula

Lula Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$538,873
Projects may include any of the 82 roads recognized as within the city and maintained by the city as prioritized by the City Council, and or other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,800,000
Projects may include: resurfacing of approximately 4 miles of city-maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Lula Projects	\$2,338,873

Oakwood

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Installation of sidewalks, sidewalk improvements, sidewalk repair, including curb and gutter installation and repair, on Main Street, Railroad Street, Oakwood Road, Flat Creek Road, Bishops Lane, Fairfax Drive, Fullerton Drive, Rutledge Drive, Nellie Drive; Highlands to Island Spur connections; Railroad Crossing safety improvements and intersection improvements at Railroad Street, Main Street, Walnut Circle; Intersection improvements at W. White and H. F Reed Industrial Parkway; Oak Street widening and improvements; and other related projects.	\$3,672,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	
Projects may include: Full Depth Reclamation of Nellie Drive, Culvert repair and replacement on annual projects list; and other related projects.	\$537,971
Total Estimated Cost of Oakwood Projects	\$4,209,971

Rest Haven

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: Thunder Road, Ledford Road.	\$21,600
Total Estimated Cost of Rest Haven Projects	\$21,600

Final IGA Agreement May 2023 (5 Year)	80/20	Amount
Total Estimated Collections		\$ 325,000,000
Project		
Spout Springs Phase II		\$ 40,000,000
McEver Road Widening Phase I		58,000,000
Not Applicable		
City of Gainesville		
Ridge Road Improvements		40,000,000
Park Hill Drive & Intersection Improvements		11,000,000
Hilton Drive Improvements		26,000,000
McEver Intersection Improvements		12,500,000
SR 369/Browns Bridge Road Widening		35,846,000
SR 365 Safety Improvements		20,000,000
Little Five Points Intersection		2,500,000
Mt Vernon and Rilla Road Intersection		3,000,000
Mt Vernon and Jim Hood Road Intersection		2,500,000
Memorial Park Drive and Atlanta Hwy Intersection		4,000,000
Frazer Road Corridor Improvement		1,504,000
Not Applicable		
Main Street at Flat Creek Rd Round-a-bout		850,000
Old Oakwood Rd Culvert Replacement		1,300,000
Thompson Mill Road Resurfacing and Sidewalks		1,000,000
80% County-wide		\$ 260,000,000
20% Distribution to Jurisdictions/Local Projects		\$ 65,000,000
Population Plus % Approach		
Hall County Portion		
42.5000%		
\$27,625,000		
Municipality Portion		
57.5000%		
\$37,375,000		
Unincorporated Hall County		
42.5000%		
27,625,000		
Municipality Breakdown		
Braselton	3.9981%	2,598,748
Flowery Branch	9.7953%	6,366,932
Gainesville	29.9856%	19,490,609
Buford	3.3984%	2,208,936
Gillsville	0.4998%	324,843
Clermont	1.3993%	909,562
Oakwood	5.3974%	3,508,310
Lula	2.9986%	1,949,061
Rest Haven	0.0277%	18,000
		\$ 37,375,000
		\$ 325,000,000

Proposed IGA Agreement May 2024 (6 Year)	80/20	Amount
Total Estimated Collections		\$ 390,000,000
Project		
Spout Springs Phase II		\$ 40,000,000
McEver Road Widening Phase I		58,000,000
White Sulphur Road/Crescent Drive Corridor Improvements		52,000,000
City of Gainesville		
Ridge Road Improvements		40,000,000
Park Hill Drive & Intersection Improvements		11,000,000
Hilton Drive Improvements		26,000,000
McEver Intersection Improvements		10,000,000
SR 369/Browns Bridge Road Widening		35,846,000
SR 365 Safety Improvements		20,000,000
Little Five Points Intersection		2,500,000
Mt Vernon and Rilla Road Intersection		3,000,000
Mt Vernon and Jim Hood Road Intersection		2,500,000
Memorial Park Drive and Atlanta Hwy Intersection		4,000,000
Frazer Road Corridor Improvement		1,504,000
Mulberry Street Connector		2,500,000
Main Street at Flat Creek Rd Round-a-bout		850,000
Old Oakwood Rd Culvert Replacement		1,300,000
Thompson Mill Road Resurfacing and Sidewalks		1,000,000
80% County-wide		\$ 312,000,000
20% Distribution to Jurisdictions/Local Projects		\$ 78,000,000
Population Plus % Approach		
Hall County Portion		
42.5000%		
\$33,150,000		
Municipality Portion		
57.5000%		
\$44,850,000		
Unincorporated Hall County		
42.5000%		
33,150,000		
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
		\$ 44,850,000
		\$ 390,000,000

Additional Funds from 5 to 6 Year Program
-
-
52,000,000
-
-
-
-
(2,500,000)
-
-
-
-
-
-
-
2,500,000
-
-
-
52,000,000
13,000,000
\$ 5,525,000
\$ 7,475,000
5,525,000
519,750
1,273,386
3,898,122
441,787
64,969
181,912
701,662
389,812
3,600
\$ 7,475,000
\$ 65,000,000



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a Real Estate Agreement with Blessing Traders, Inc. for the Purchase of Real Property for the Roundabout at Gaines Ferry Road and McEver Road

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

The City of Flowery Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout.

FACTS AND ISSUES:

The entire parcel consists of 3.605 acres. The temporary construction easement which will revert to the property owner after construction is 23,436 square feet (or 0.538 acres) with the permanent easement totaling 6,349 square feet or (0.146 acres). There are also two permanent drainage easements totaling 2,054 square feet or (0.047 acres).

The cost of the real property as described in the paragraph above is \$74,490. The funding for the roundabout project is SPLOST funding.

OPTIONS:

- 1) Authorize the Real Estate Agreement and purchase the property for \$74,490.
- 2) Do not authorize the Real Estate Agreement or purchase the property.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$74,490 from SPLOST funds

RECOMMENDATION:

Approve a Real Estate Agreement with Blessing Traders, Inc. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

SAMPLE MOTION:

I move to authorize the agreement with Blessing Traders, Inc., and the purchase of real property for \$74,490.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Property Purchase Blessing Traders roundabout.pdf](#)
- [Blessing Traders Property Purchase Agreement.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consideration of Real Estate Agreement with Blessing Traders, Inc. for the Purchase of Real Property

DATE: June 6, 2024

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$74,490

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: The purpose of this item is to request council approval of a Real Estate Agreement with Blessing Traders, Inc. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

HISTORY: The City of Flowery Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout.

FACTS AND ISSUES: The entire parcel consists of 3.605 acres. The temporary construction easement which will revert to the property owner after construction is 23,436 square feet (or 0.538 acres) with the permanent easement totaling 6,349 square feet or (0.146 acres). There are also two permanent drainage easements totaling 2,054 square feet or (0.047 acres).

The cost of the real property as described in the paragraph above is \$74,490. The funding for the roundabout project is SPLOST funding.

OPTIONS: 1) Authorize the Real Estate Agreement and purchase the property for \$74,490.
2) Do not authorize the Real Estate Agreement or purchase the property.

RECOMMENDED SAMPLE MOTION: I move to authorize the agreement with Blessing Traders, Inc., and the purchase of real property for \$74,490.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

REAL ESTATE AGREEMENT

THIS AGREEMENT, made this 20th day of ~~May~~ ^{June}, 2024, by and among, BLESSING TRADERS, INC., a Georgia corporation (herein referred to as the "Seller"), the CITY OF FLOWERY BRANCH, GEORGIA, a Georgia municipal corporation (herein referred to as the "Purchaser") and PEREIRA, KIRBY, KINSINGER & NGUYEN LLP, a Georgia limited liability partnership ("Escrow Agent").

RECITALS

A. Seller is the owner of that certain tract of real property commonly known as Hall County Tax Parcel 08150 002001 that sits adjacent to the southern corner of the intersection of Gaines Ferry Road and McEver Road and known by the address 6477 McEver Road, Flowery Branch, Georgia 30042, more particularly described in Exhibit "A" attached hereto, and all improvements located thereon and all easements and appurtenances thereunto belonging, including any right, title and interest of the Seller in and to adjacent streets, alleys or rights-of-way.

B. Seller desires to sell a portion of the real property identified in Exhibit A to Purchaser in fee simple and Purchaser desires to purchase a portion of the real property identified in Exhibit A from Seller in fee simple, more particularly described on Exhibit "B" attached hereto. Seller desires to sell portions of the real property identified in Exhibit A to Purchaser as permanent drainage easements and Purchaser desires to purchase portion of the real property identified in Exhibit A from Seller as permanent drainage easements, more particularly described on Exhibit "C" attached hereto. In addition, the Seller desires to convey a temporary construction easement across the real property identified in Exhibit A and Purchaser desires to purchase from Seller a temporary construction easement across the real property identified in Exhibit A in an area more particularly described in Exhibit "D" attached hereto. Said temporary construction easement shall expire upon the completion of the improvements to be conducted by Purchaser at the intersection of Gaines Ferry Road and McEver Road. The areas of real property identified as Exhibits "B", "C", and "D" shall hereinafter be referred to as the "Property."

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. The Purchase Price ("Purchase Price") shall be SEVENTY FOUR THOUSAND FOUR HUNDRED NINETY AND NO/100THS DOLLARS (\$74,490.00), and the Purchaser agrees to purchase the Property for said sum, subject to the terms and conditions herein. At the Closing, the Purchaser shall pay to the Seller the Purchase Price by wire transfer to an account or accounts designated by Seller or by other payment medium providing for immediately collectable funds designated by Seller.

2. EARNEST MONEY.

A. Earnest Money. The Purchaser, upon execution of this Agreement by the Seller, shall deliver to the Escrow Agent the Purchaser's check in the amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) (the "Earnest Money"). The Earnest Money shall be non-refundable to Purchaser except for the inability or failure of Seller to close the transaction contemplated herein, breach by Seller of its obligations hereunder, or as is otherwise expressly provided for herein.

B. Application. At the Closing, Escrow Agent shall pay the Earnest Money to Seller and the Earnest Money shall be applied and credited in reduction of the Purchase Price. If Purchaser shall exercise any right or option under this Agreement to rescind, cancel or terminate this Agreement, then Escrow Agent, after the passage of any required notice periods, shall immediately refund the Earnest Money to Purchaser, less the sum of TEN AND NO/100 DOLLARS (\$10.00) which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations under this Agreement, except as otherwise specifically provided in this Agreement.

C. Deposit of Earnest Money. Escrow Agent shall deposit the Earnest Money in a non-interest bearing escrow account at a financial institution whose deposits are insured by the F.D.I.C. chosen by Escrow Agent.

3. SURVEY. The Purchaser may, at its sole cost and expense, cause prior to the end of the Inspection Period, a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Property and any portion of the Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any similar federal, state or local agency. Purchaser will deliver three (3) prints of the Survey to Seller not later than the Expiration Date as such term is defined in Paragraph 5(B) herein. The Survey shall be reasonably acceptable to Seller. Seller agrees to convey the Property pursuant to the Survey legal description by Quitclaim Deed if requested by Purchaser.

4. CONVEYANCE OF TITLE. The Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those existing title matters shown on Exhibit "E" attached hereto and incorporated herein by this reference ("Existing Title Exceptions"); and (ii) the lien for ad valorem taxes not yet due and payable ((i) through (iv) hereinafter referred to as the "Permitted Title Exceptions"). Not later than ten (10) days from the Effective Date of this Agreement, as such term is defined herein, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such

objections. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within ten (10) days after receipt by Seller of Purchaser's title objection notice; but if Seller does not give this notice within such ten (10) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that the Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser, (ii) remove any such objections (but only as to monetary liens created, assumed or suffered by Seller against the Property) and pay the same at Closing from the Purchase Price in accordance with the amount of money due and payable for such monetary lien, or (iii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. At any time prior to the Closing Date, the Purchaser shall have the right to check down the title from and after the effective date of the preliminary title examination contemplated in this Paragraph 4 and deliver to the Seller a written statement of any objection which appears in the real property records of Hall County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. The Seller shall have until the Closing Date to cure, at its expense, any such objection. In the event the Seller fails or refuses to cure such objection prior to the Closing Date, the Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4 as to preliminary title objections.

5. RIGHT OF INSPECTION.

A. General. The Seller agrees that, the Purchaser and its agents shall have the right and privilege of going upon the Property to inspect, examine and survey the Property, to plan for the development and use thereof. This right and privilege shall include the right to locate utilities, review any zoning conditions or requirements, review any protective or restrictive covenants, make soil tests, borings, percolation tests and such other inspections, examinations and tests the Purchaser deems necessary to prepare for the development of the Property; provided, however that no grading shall be done and no trees or bushes shall be cut, and Purchaser nor its agents shall interfere with the business operations of any tenants during any such inspections. To the extent allowed by law, Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph 5 or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorney's fees. This indemnity, to the extent allowed by law, shall survive the Closing or any termination of this Agreement. Purchaser shall, at Purchaser's expense, restore the Property to substantially the same condition existing at the Effective Date upon completion of inspection activities, but only to the extent any changes were caused by Purchaser, its representatives or designees.

Seller will provide Purchaser within five (5) business day after the Effective Date a copy of any of the following to the extent in Seller's actual possession or control (collectively, "Seller's Documentation"): environmental reports prepared with respect to the Property; Seller's owner's

title insurance policy for the Property; the most recent survey prepared with respect to the Property and applicable tax bills. Any failure of Seller to provide any or all of the Seller's Documentation within such five (5) day period shall not be deemed to be a default on the part of Seller hereunder; however, the Inspection Period, but not the Closing Date, shall be extended an equal number of days of any such delay. Purchaser acknowledges and agrees that any materials provided pursuant to this Paragraph by Seller to Purchaser are made without any representations or warranties as to the accuracy or contents thereof, and Purchaser acknowledges and agrees that it shall not be entitled to rely upon any such materials. In the event the Closing fails to occur for any reason, Purchaser agrees to return promptly to Seller all information given to Purchaser pursuant to this Paragraph including any and all originals or copies made of such information in the possession of Purchaser's consultants and agents. Despite the provision of the materials provided in this Paragraph, Purchaser acknowledges that it shall be solely responsible for ordering its own title insurance commitment and title insurance policy, providing a current survey, obtaining an environmental audit or report relative to the Property, and any other inspections and reports desired by Purchaser, all at Purchaser's sole expense.

B. Right to Terminate. In the event the Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, the Purchaser shall have the exclusive right and option to terminate this Agreement on or before thirty (30) calendar days after the date of final execution of this Agreement (said 30th day being herein referred to as the "Expiration Date"), in which event the Earnest Money (less the sum of \$10.00 which shall be paid to Seller by Escrow Agent and retained by Seller as consideration for entering into this Agreement) shall be delivered by the Escrow Agent to the Purchaser. The term "Inspection Period", as used in this Agreement, means the period from the date of final execution of this Agreement through the thirtieth (30th) calendar day hereafter. If Purchaser elects to terminate this Agreement during the Inspection Period, upon written request of Seller, Purchaser agrees to provide Seller with copies of all surveys, reports, tests, studies or any other documents or writings of any kind dealing with the Property which come into Purchaser's possession of control during the pendency of this Agreement.

6. CLOSING.

A. General. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") shall be on or before July 1, 2024 (hereinafter referred to as the "Closing Date"). The Closing shall be held at the offices of the Purchaser's counsel, Pereira, Kirby, Kinsinger & Nguyen, LLC, 690 Longleaf Drive, Lawrenceville, Georgia 30046, at a time and date which is mutually agreeable to Seller and Purchaser; provided however, at the election of either party, such party's portion of the Closing may be conducted by delivery of such party's closing documents to the closing attorney, on the Closing Date, by a courier or overnight delivery service. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the Permitted Title Exceptions.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year

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in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser.

E. Expenses of Closing. The Seller shall pay its share of prorations required herein and the recording costs associated with any title clearance items that Seller elects to undertake under Section 4 herein. The Purchaser shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, the survey costs for which Purchaser is responsible under Paragraph 3, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

7. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations, to the actual knowledge of the person signing this Agreement on behalf of Seller:

(i) Seller owns fee simple title to the Property, subject to those title exceptions identified in Exhibit "E";

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(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iii) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing management agreements or other agreements arising through Seller with any third parties concerning leasing of the Property;

(iv) There are no leases or agreements whose term (or any extension thereof) would extend beyond the Closing Date or give the right of possession of the Property or any portion thereof beyond the Closing Date;

(v) Seller has not received any written notice from any governmental authority of any taking of the Property or any portion thereof by eminent domain and, to its knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority; and

(vi) There are no pending or threatened actions, suits, proceedings or bankruptcies against Seller of the Property which might affect the Property, Seller's title thereto, or the ability of Seller to perform its obligations hereunder.

B. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

8. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize or approve Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue; and Purchaser shall affirmatively comply with Subparagraph (iii) above.

9. CONDITIONS PRECEDENT.

A. The Purchaser's obligation to purchase the Property hereunder is expressly made subject to the satisfaction (or waiver by the Purchaser) of each of the following conditions, on or before the Closing Date (or any earlier date expressly set forth below), in addition to all other conditions set forth in this Agreement:

(i) that the Property will be in the same condition, reasonable wear and tear only excepted, at Closing as it is on the Effective Date of this Agreement;

(ii) that all representations of Seller contained in Paragraph 7 of this Agreement be true and correct in all material respects as of the Closing Date; and

If any of the above conditions set forth in this Paragraph 9(A) have not been duly satisfied by the Closing Date or earlier date specified as to each condition, the Purchaser may rescind this Agreement by written notice to the Seller on or before the Closing Date or the earlier date expressly set forth above, in which event the Earnest Money (less \$10.00 which shall be remitted by Escrow Agent to Seller as the Seller's sole consideration for entering into this Agreement) shall be promptly refunded to the Purchaser by the Escrow Agent. Thereafter, the parties hereto shall have no further rights, duties or obligations hereunder, except as is otherwise specifically provided in this Agreement. In the event that the party having the right to rescind this Agreement does not so elect to rescind this Agreement on or before the Closing Date or earlier date specified above, then such condition shall be deemed waived and this Agreement shall continue in full force and effect.

10. NO BROKERS. Neither Seller nor Purchaser has contracted for the payment of any real estate commission, brokerage, finders or other fees with respect to the transaction contemplated hereby and to the extent allowed by law, each party hereto hereby agrees to defend, indemnify and hold harmless the other party from and against any claim by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due by, through or under the indemnifying party.

11. DAMAGE AND CONDEMNATION.

A. Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.

B. Condemnation. In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

The parties acknowledge and agree that the pending litigation referenced in Section 20 herein shall not be subject to the terms and conditions of this Section 11(B) nor shall this provision be used by Purchaser to terminate this Agreement.

12. NOTICES.

Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice shall be given or served by depositing the same in the United States mail, postage paid, registered or certified, with return receipt requested or by hand delivering the same to such party, or an agent of such party, or by delivery by overnight courier such as Federal Express, or by delivery by email transmission. Each Notice shall be effective upon being so delivered in the case of hand delivery, upon being so deposited or upon transmission if sent by email, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof which, in the case of delivery by mail, shall be as evidenced by the return receipt, in the case of delivery by a nationally recognized overnight courier service, shall be evidenced by confirmation of delivery from the overnight courier service, and in the case of delivery by email, on the date the Notice was confirmed sent by the sending apparatus. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail or overnight courier service, failure by any party to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

SELLER:

Blessing Traders, Inc.
1837 Doverhill Drive
Lawrenceville, GA 30043
Phone: [REDACTED]
Email: [REDACTED]

PURCHASER:

City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542
City Manager Tonya Parrish
Phone: 770-967-6371
Email: tonya@flowerybranchga.org

Copy to: Ted C. Baggett, Esq.
PEREIRA, KIRBY, KINSINER & NGUYEN, LLC
690 Longleaf Drive
Lawrenceville, Georgia 30046
Phone: 770-963-1997
Email: tcb@pkknlaw.com

ESCROW AGENT:

Ted C. Baggett, Esq.
PEREIRA, KIRBY, KINSINER & NGUYEN, LLC
690 Longleaf Drive
Lawrenceville, Georgia 30046
Phone: 770-963-1997
Email: tcb@pkknlaw.com

Any party may by notice to the other in the manner provided above, designate a different address for receiving Notice under this Agreement. A post office box shall not be the only notice address for either Seller or Purchaser. Any Notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

13. DEFAULT.

A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto. Despite the provisions of this Paragraph 13(A)(i), Purchaser may cure any monetary liens created, assumed or suffered by Seller against the Property and pay the same at Closing from the purchase price in accordance with the provisions of Paragraph 4 of this Agreement.

(ii) If Seller fails or refuses to perform its obligations hereunder, then Purchaser shall have the right to (i) terminate this Agreement by Notice to Seller, in which event the Earnest Money shall be refunded to Purchaser, and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for those obligations which survive termination, or (ii) seek specific performance of Seller's obligations to convey the Property to the Purchaser in accordance with the terms of this Agreement; provided, however, that Purchaser shall only be

entitled to such remedy if such suit for specific performance is filed within thirty (30) days after the scheduled date of Closing and further provided that the remedy of specific performance shall only be available to Purchaser upon Purchaser's full satisfaction of each of Purchaser's obligations under this Agreement, including without limitation, delivering sufficient proof to the Seller that Purchaser is ready, willing and able to close this transaction as of the date scheduled for Closing. If Purchaser has not filed suit for specific performance within said 30-day period, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to (i) above. The option selected (or deemed selected) by Purchaser shall be Purchaser's sole and exclusive remedy, and in no event shall Purchaser be entitled to sue Seller for damages. In no event, including the provisions above, or after Closing, shall Seller be liable to Purchaser for any consequential, indirect, punitive, treble, exemplary, or speculative damages. Purchaser acknowledges that Purchaser's agreements in this Section 13(A) are a material inducement for Seller to enter into this Agreement and without which Seller would not have entered into this Agreement. Nothing in this Section 13(A) shall limit Purchaser's indemnification obligations under this Agreement or Purchaser's restoration obligation in Section 5(A) of this Agreement. The provisions of this Section 13 shall survive Closing or termination of this Agreement.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 13(B) and except as to the indemnity contained in Paragraph 16) or specific performance against the Purchaser.

14. ESCROW INSTRUCTIONS.

A. Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 5(B), then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in

Paragraph 5(B), without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

B. Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

C. Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 6(A) (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent).

D. Indemnity. To the extent allowed by law, Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 14, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 14(D). The provisions of this Paragraph 14(D) shall survive the Closing or any termination, cancellation or rescission of this Agreement.



15. PROPERTY SOLD "AS IS/WHERE IS".

EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE PROPERTY IS BEING SOLD AND CONVEYED TO PURCHASER "AS IS/WHERE IS" AND "WITH ALL FAULTS". EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OR RELATING TO: THE CONDITION OF THE PROPERTY, THE IMPROVEMENTS LOCATED THEREON, OR THE PERSONALTY; THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE; THE SUSCEPTIBILITY TO FLOODING OF THE PROPERTY; THE VALUE OR MARKETABILITY OF THE PROPERTY; THE LAYOUT OR LEASABLE SQUARE FOOTAGE OF THE PROPERTY; THE PROJECTED INCOME OR EXPENSES OF THE PROPERTY; THE ZONING CLASSIFICATION, OR USE AND OCCUPANCY RESTRICTIONS, APPLICABLE TO THE PROPERTY; THE CURRENT MANNER OF OPERATION OF THE PROPERTY; THE COMPLIANCE OF THE PROPERTY WITH ENVIRONMENTAL LAWS, AND LAWS AND REGULATIONS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS; AND ALL MATTERS AFFECTING OR RELATING TO THE PROPERTY. PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER, OR BY ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER.

BY PROCEEDING WITH THE ACQUISITION OF THE PROPERTY FOLLOWING THE INSPECTION PERIOD, PURCHASER AGREES THAT IT WILL BE CONFIRMING THAT IT HAS INVESTIGATED TO ITS SATISFACTION ALL MATTERS CONCERNING THE PROPERTY THAT ARE RELEVANT TO PURCHASER AND THAT PURCHASER IS ACQUIRING THE PROPERTY IN AN "AS IS/WHERE IS" AND "WITH ALL FAULTS" CONDITION. IN AGREEING TO PURCHASE THE PROPERTY "AS IS/WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, PURCHASER ACKNOWLEDGES AND REPRESENTS THAT IT HAS FACTORED THE "AS IS/WHERE IS" AND "WITH ALL FAULTS" CONDITION OF THE PROPERTY INTO THE PURCHASE PRICE PURCHASER HAS HEREBY AGREED TO PAY FOR THE PROPERTY. FROM AND AFTER THE CLOSING, PURCHASER AGREES TO WAIVE, AND DOES HEREBY WAIVE, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND OTHER LIABILITIES OF OR AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY IN VIOLATION OF FEDERAL, STATE OR OTHER APPLICABLE LAW. THE TERMS AND COVENANTS OF THIS SECTION 15 SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED INTO THE DEED CONVEYING THE PROPERTY TO PURCHASER.

16. LIENS AND ENCUMBRANCES.

Purchaser shall have no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon or in any manner, to bind the interest of Seller in the Property or to charge the proceeds payable hereunder for any claim in favor of any person dealing with Purchaser, including those who may furnish materials or perform labor for any construction or repairs, and any such liens shall be attached to, if at all, only the Purchaser's interest, if any, granted the Purchaser by this instrument. Purchaser covenants and agrees that it will pay or cause to be paid all sums legally due and payable by or on account of any labor performed or materials furnished in connection with any work performed on the Property on which any lien is or can be validly or legally asserted against its interest, if any, in the Property with improvements thereon and that it will save and hold Seller harmless of any and all loss, costs or expense, based upon or arising out of asserted claims or liens against the Purchaser's estate, if any, or against the right, title or interest of the Seller in the Property under the terms of this Agreement, except for indemnities which by the express written terms of this Agreement are to survive the termination or cancellation of this Agreement. This Paragraph shall survive any termination or cancellation of this Agreement.

17. LIKE-KIND EXCHANGES.

Each party acknowledges and agrees that the other may engage in an exchange of like-kind property, using a qualified intermediary, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, in connection with its disposition of the Property. Each party agrees to cooperate with any such like-kind exchange; provided (i) such party shall not be required to execute any instrument that increases such party's obligations or decrease its rights under this Agreement, (ii) such party shall not be required to incur any liability, cost or expense, and (iii) such party shall not be required to take title to any other property. Such party agrees to consent to the other party's assignment of this Agreement to a qualified intermediary in order to facilitate such like-kind exchange so long as such assignment does not adversely affect such party's rights hereunder, and such party agrees that it will have no recourse whatsoever against any qualified intermediary to whom this Agreement is assigned; provided the other party's assignment of this Agreement to a qualified intermediary shall not result in the other party being released from its obligations and liabilities hereunder.

18. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist

upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns, provided, however, that Purchaser shall not be entitled to assign its rights hereunder without the express written consent of Seller. Seller shall be entitled to assign its rights hereunder, in whole or in part, to an entity or entities that control, are controlled by, or are under the same control as Seller, without Purchaser's prior written consent; "Control", as used in this Paragraph 18(D) shall mean beneficial ownership equal to or greater than 50% of the entity.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. Except as expressly provided herein, the terms, conditions, obligations, provisions of this Agreement shall merge into the documentation from this transaction and shall not survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Property shall be delivered to Purchaser at Closing.

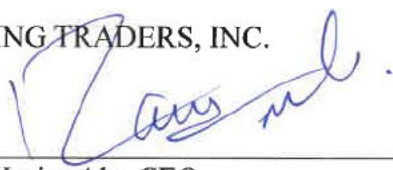
K. Counterparts and Execution and Delivery by Electronic Transmission. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf. format) signatures constitute originals signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon that party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

SELLER:

BLESSING TRADERS, INC.

Date 6/5/24

By:  (SEAL)
Karim Aly, CEO

PURCHASER:

CITY OF FLOWERY BRANCH, GEORGIA

Date _____

By: _____
Name: _____
Title: _____

CONSENTED TO FOR THE PURPOSE
OF SERVING AS ESCROW AGENT:

PEREIRA, KIRBY, KINSINGER & NGUYEN, LLP.

By: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY FROM WHICH PORTIONS ARE BEING OBTAINED IN FEE SIMPLE, FOR PERMANENT EASEMENTS, AND FOR A TEMPORARY CONSTRUCTION EASEMENT

Tract Two:

All that tract or parcel of land lying and being in Land Lot 139 of the 8th District of Hall County, Georgia, being shown as 3.605 acres on a survey prepared by M. V. Ingram Enterprises, Inc., for W. Mark Coppage, Jr. Family Trust and Lawyers Title Insurance Corp., dated August 24, 2000, and being described according to said survey as follows

BEGINNING, at the intersection of the southeasterly right of way line of McEver Road (80 foot right of way) and the southwesterly right of way line of Gains Ferry Road (50 foot right of way), run thence along the southwesterly right of way line of Gains Ferry Road and following the curvature thereof an arc distance of 473.80 feet to an iron pin found, said arc having a radius of 23,494.91 feet and being subtended by a chord bearing and distance of South 57 degrees 47 minutes 06 seconds East 473.80 feet, leaving said right of way line run thence South 49 degrees 51 minutes 04 seconds West a distance of 454.63 feet to an iron pin found, run thence North 31 degrees 32 minutes 15 seconds West a distance of 456.33 feet to an iron pin found on the southeasterly right of way line of McEver Road (80 foot right of way), run thence along said right of way line and following the curvature thereof an arc distance of 242.99 feet to a point located at the intersection of the southeasterly right of way line of McEver Road (80 foot right of way) and the southwesterly right of way of Gains Ferry Road (50 foot right of way), which point marks the TRUE PLACE OR POINT OF BEGINNING, said arc having a radius of 1,603.32 feet and being subtended by a chord and bearing of North 49 degrees 46 minutes 11 seconds East 242.76 feet



EXHIBIT B
LEGAL DESCRIPTION OF PORTION OF PROPERTY BEING TRANSFERRED IN
FEE SIMPLE

RIGHT-OF-WAY ACQUISITION – 6,349 SQUARE FEET (0.146 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 6,349 square feet (0.146 acre) and being the property to be acquired for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', said point being the POINT OF BEGINNING of the parcel described herein, thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve and said right-of-way a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 235.87' to a point lying on a tangent curve to the left, having a radius of 141.00', a chord bearing of S85°48'13"W and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S51°59'17"W a distance of 82.70' to a point, thence S62°17'02"W a distance of 36.39' to the POINT OF BEGINNING.

EXHIBIT C

ALSO, granted are two permanent drainage easements. Said easements are more particularly described as follows:

DRAINAGE EASEMENT – 1,605 SQUARE FEET (0.037 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 1,605 square feet (0.037 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence S19°47'31"E a distance of 82.21' to a point, thence S70°12'40"W a distance of 20.00' to a point, thence N19°47'32"W a distance of 77.69' to the POINT OF BEGINNING.

DRAINAGE EASEMENT – 449 SQUARE FEET (0.010 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 449 square feet (0.010 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius

of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 74.11' to a point, said point being the POINT OF BEGINNING, thence S02°40'59"W a distance of 22.43' to a point, thence N60°22'52"W a distance of 22.54' to a point, thence N02°53'21"E a distance of 22.39' to a point, thence S60°22'52"E a distance of 22.45' to the POINT OF BEGINNING.

per

EXHIBIT D

ALSO, granted is a temporary construction easement. Said easement is more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT – 23,436 SQUARE FEET (0.538 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 23,436 square feet (0.538 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-about, being on the South side of the above-described RIGHT-OF-WAY ACQUISITION and terminating at the POINT OF BEGINNING, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29, a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence N62°17'02"E a distance of 36.39' to a point, thence N51°59'17"E a distance of 82.70' to a point lying on a tangent curve to the right, having a radius of 141.00', a chord bearing of N85°48'13"E and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S60°22'52"E a distance of 235.87' to a point, thence S57°07'48"E a distance of 22.80' to a point, thence S32°52'12"W a distance of 15.57' to a point, thence N66°35'51"W a distance of 184.99, thence N58°34'35"W a distance of 134.20' to a point lying on a non-tangent curve to the left, having a radius of 124.00', a chord bearing of S78°20'16W and a chord length of 52.37', thence run along the arc of said curve a distance of 52.77' to a point, thence S33°52'42"W a distance of 146.25' to a point, thence S17°16'52"W a distance of 31.34' to a point, thence S69°03'11"W a distance of 32.83' to a point, thence N59°03'47"W a distance of 50.41' to a point, thence N88°23'19"W a distance of 68.72' to the POINT OF BEGINNING.



EXHIBIT "E"
EXISTING TITLE EXCEPTIONS

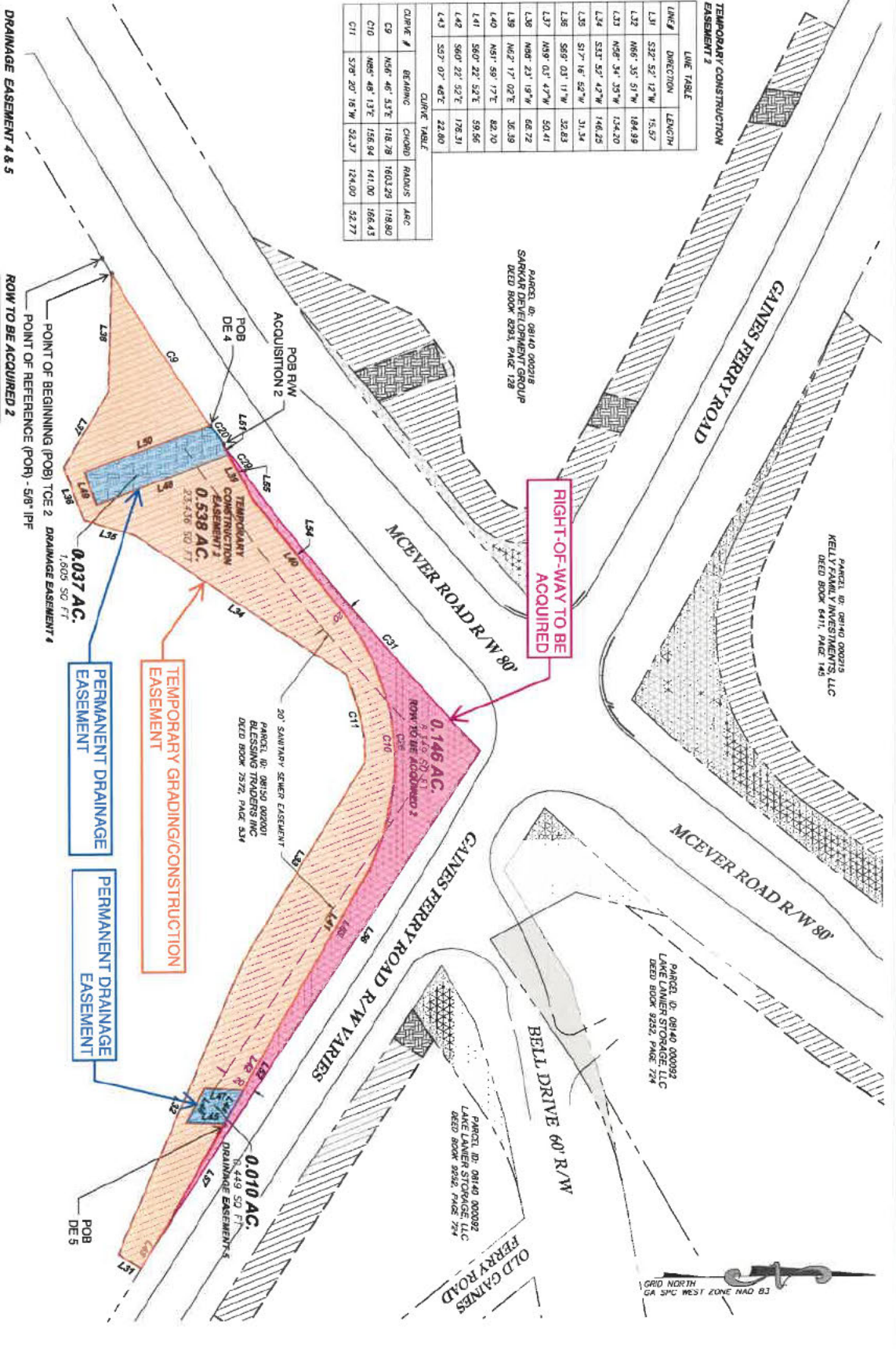
- a. All taxes and special assessments, including water, sanitary and other utility bills, for the year 2024 and subsequent years, which are not yet due and payable, together with any and all taxes and special assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, re-billings, or errors by tax officials or their agents.
- b. Right of Way Easement from Eli Carlisle to Georgia Railway & Power Company, dated May 21, 1924, filed May 23, 1924, and recorded in Deed Book 45, Page 400, Hall County, Georgia Records.
- c. Right of Way Easement from State Planters Bank & Trust Company to Georgia Power Company, dated July 16, 1936, filed August 21, 1936, and recorded in Deed Book 72, Page 495, Hall County, Georgia Records.
- d. Right of Way Easement from Stonebridge Development Corporation to Sawnee Electric Membership Corporation, dated May 20, 1985, filed May 20, 1985, and recorded in Deed Book 885, Page 5, Hall County, Georgia Records.
- e. Right of Way Easement from Gene Mooney to Georgia Power Company, dated September 19, 1986, filed September 24, 1986, and recorded in Deed Book 1025, Page 232, Hall County, Georgia Records.
- f. Right of Way Deed from Stonebridge Development Corporation to Hall County, dated May 25, 1987, filed June 4, 1987, and recorded in Deed Book 1114, Page 246, Hall County, Georgia Records.

VA

DRAINAGE EASEMENT 4 & 5			
LINE#	DIRECTION	LENGTH	
L48	S17° 31' E	82.21	
L49	S70° 12' 40" W	20.00	
L50	N19° 47' 37" W	77.69	
L51	N62° 17' 27" E	71.19	
CURVE TABLE			
CURVE #	BEARING	CHORD	RADIUS
C20	N54° 53' 39" E	13.36	1603.29
C21	N54° 53' 39" E	13.36	1603.29

ROW TO BE ACQUIRED 2			
LINE#	DIRECTION	LENGTH	
L32	N60° 22' 52" W	176.31	
L33	N60° 22' 52" W	59.56	
L34	S51° 56' 17" W	82.70	
L35	S62° 17' 02" W	36.39	
L36	S56° 13' 08" E	230.68	
L37	S27° 07' 48" E	84.65	
CURVE TABLE			
CURVE #	BEARING	CHORD	RADIUS
C28	N54° 46' 13" E	156.94	141.00
C29	N54° 16' 31" E	21.46	1603.29
C31	N60° 08' 24" E	208.82	1603.29

TEMPORARY CONSTRUCTION EASEMENT 2			
LINE#	DIRECTION	LENGTH	
L31	S27° 52' 12" W	15.57	
L32	N65° 35' 51" W	164.99	
L33	N56° 34' 35" W	154.20	
L34	S33° 53' 42" W	146.25	
L35	S17° 16' 52" W	31.34	
L36	S80° 03' 11" W	30.83	
L37	N59° 03' 47" W	50.41	
L38	N65° 23' 19" W	66.72	
L39	N62° 17' 02" E	36.39	
L40	N51° 59' 17" E	82.70	
L41	S60° 22' 52" E	59.56	
L42	S60° 22' 52" E	176.31	
L43	S57° 07' 48" E	22.80	
CURVE TABLE			
CURVE #	BEARING	CHORD	RADIUS
C9	N61° 46' 53" E	118.78	1603.29
C10	N65° 48' 13" E	156.94	141.00
C11	S70° 20' 18" W	52.37	124.00



LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT DRAINAGE EASEMENT

PROPOSED R/W TO BE ACQUIRED

EXISTING R/W TO BE DONATED

EASEMENT EXHIBIT

CITY OF FLOWERY BRANCH

LYING IN LAND LOT 139, 8TH LAND DISTRICT

HALL COUNTY, FLOWERY BRANCH, GEORGIA

Prepared for:

CITY OF FLOWERY BRANCH

EMC ENGINEERING SERVICES, INC.

115 East Main Street, Suite 200
Thomaston, GA 30286
Ph: (706) 938-3204
Fax: (706) 938-0440
thomaston@emc-eng.com
www.emc-eng.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK
COLUMBUS • GREENVILLE • SAVANNAH
STATESBORO • THOMASTON • VALDOSTA

PROJECT NO.: 23-6378

DRAWN BY: JSM

DESIGNED BY: JSM

SURVEYED BY: 03/09/2023

CHECKED BY: MNA

SCALE: 1" = 40'

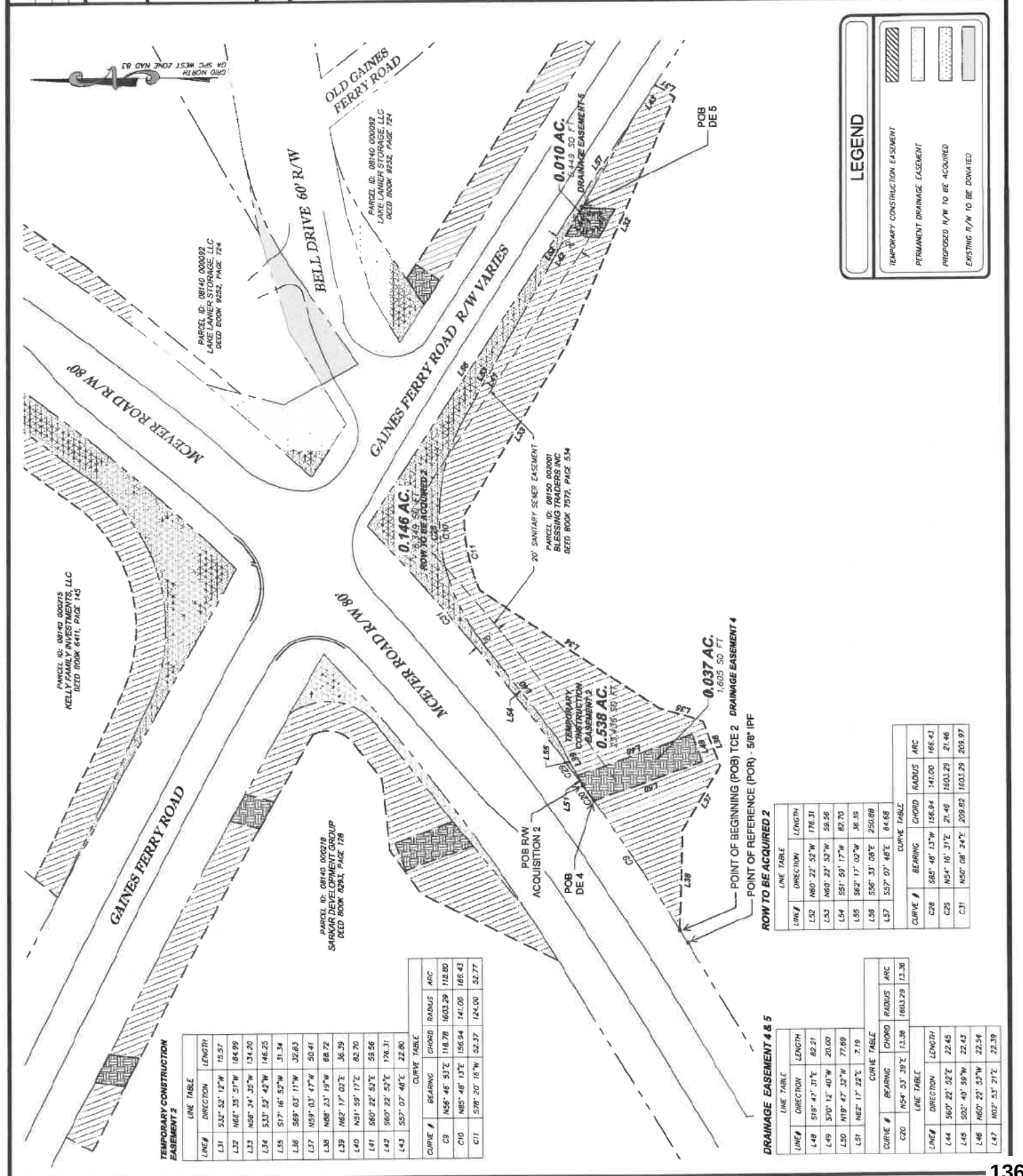
DATE: 12/07/2023

NO.

BY

DATE

135



LEGEND

▨	TEMPORARY CONSTRUCTION EASEMENT
▤	PERMANENT DRAINAGE EASEMENT
▧	PROPOSED R/W TO BE ACQUIRED
▩	EXISTING R/W TO BE DOWNGRADED

TEMPORARY CONSTRUCTION EASEMENT 2

LINE #	DIRECTION	LENGTH
L31	S32° 52' 12" W	15.57
L32	N68° 35' 51" W	164.99
L33	N58° 34' 35" W	134.20
L34	S33° 52' 42" W	146.25
L35	S17° 16' 52" W	31.34
L36	S69° 03' 11" W	32.83
L37	N59° 03' 47" W	50.41
L38	N68° 23' 15" W	68.72
L39	N62° 17' 02" E	36.39
L40	N51° 59' 17" E	82.70
L41	S60° 22' 52" E	59.56
L42	S60° 22' 52" E	176.31
L43	S57° 07' 48" E	22.80

CURVE #	BEARING	CHORD	RADIUS	ARC
C9	N56° 46' 53" E	118.78	1603.29	118.80
C10	N65° 48' 13" E	156.84	141.00	166.43
C11	S78° 20' 16" W	52.37	124.00	52.77

DRAINAGE EASEMENT 4 & 5

LINE #	DIRECTION	LENGTH
L48	S19° 47' 31" E	82.21
L49	S70° 12' 40" W	20.00
L50	N19° 47' 32" W	77.69
L51	N62° 17' 22" E	7.19

CURVE #	BEARING	CHORD	RADIUS	ARC
C20	N54° 53' 39" E	13.36	1603.29	12.36

LINE #	DIRECTION	LENGTH
L44	S60° 22' 52" E	22.45
L45	S52° 40' 59" W	22.43
L46	N60° 22' 52" W	22.54
L47	N03° 53' 21" E	22.39

CURVE #	BEARING	CHORD	RADIUS	ARC
C28	S65° 48' 13" W	156.94	141.00	166.43
C29	N54° 16' 31" E	21.46	1603.29	21.46
C31	N50° 08' 24" E	209.82	1603.29	209.97

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording return to:
Pereira, Kirby, Kinsinger &
Nguyen, LLP
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF HALL

RIGHT OF WAY DEED

THIS INDENTURE, made the ___ day of March, in the year Two Thousand Twenty Four,
between

BLESSING TRADERS, Inc.
A Georgia Corporation

of the County of Hall, and State of Georgia, as party or parties of the first part, hereinafter called Grantor,
and

CITY OF FLOWERY BRANCH, GEORGIA
a Georgia Municipal Corporation

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to
include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid,
and the benefits flowing to said property by the street improvement project hereinafter described, the
receipt of whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said City of
Flowery Branch, and their successors in office so much land as to make a right of way for said
roundabout as surveyed, being more particularly described as follows:

Portions of that tract or parcel of land lying and being in the Land Lot 139 of the 8th Land District
of Hall County, Georgia, known as Tax Parcel 08150002001, and being more particularly
described on Exhibits "A" and "B" attached hereto and made a part hereof by this reference.

EXHIBIT "A"

Portions of all that tract or parcel of land lying and being in Land Lot 139 of the 8th Land District of Hall County, Georgia, known as Tax Parcel 08150002001, being more particularly described as follows:

Right of Way:

RIGHT-OF-WAY ACQUISITION – 6,349 SQUARE FEET (0.146 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 6,349 square feet (0.146 acre) and being the property to be acquired for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', said point being the POINT OF BEGINNING of the parcel described herein, thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve and said right-of-way a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 235.87' to a point lying on a tangent curve to the left, having a radius of 141.00', a chord bearing of S85°48'13"W and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S51°59'17"W a distance of 82.70' to a point, thence S62°17'02"W a distance of 36.39' to the POINT OF BEGINNING.

ALSO, granted are two permanent drainage easements. Said easement is more particularly described as follows:

DRAINAGE EASEMENT – 1,605 SQUARE FEET (0.037 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 1,605 square feet (0.037 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence S19°47'31"E a distance of 82.21' to a point, thence S70°12'40"W a distance of 20.00' to a point, thence N19°47'32"W a distance of 77.69' to the POINT OF BEGINNING.

DRAINAGE EASEMENT – 449 SQUARE FEET (0.010 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 449 square feet (0.010 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 74.11' to a point, said point being the POINT OF BEGINNING, thence S02°40'59"W a distance of 22.43' to a point, thence N60°22'52"W a distance of 22.54' to a point, thence N02°53'21"E a distance of 22.39' to a point, thence S60°22'52"E a distance of 22.45' to the POINT OF BEGINNING.

ALSO, granted is a temporary construction easement. Said easement is more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT – 23,436 SQUARE FEET (0.538 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 23,436 square feet (0.538 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-a-bout, being on the South side of the above-described RIGHT-OF-WAY ACQUISITION and terminating at the POINT OF BEGINNING, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29, a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence N62°17'02"E a distance of 36.39' to a point, thence N51°59'17"E a distance of 82.70' to a point lying on a tangent curve to the right, having a radius of 141.00', a chord bearing of N85°48'13"E and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S60°22'52"E a distance of 235.87' to a point, thence S57°07'48"E a distance of 22.80' to a point, thence S32°52'12"W a distance of 15.57' to a point, thence N66°35'51"W a distance of 184.99, thence N58°34'35"W a distance of 134.20' to a point lying on a non-tangent curve to the left, having a radius of 124.00', a chord bearing of S78°20'16W and a chord length of 52.37', thence run along the arc of said curve a distance of 52.77' to a point, thence S33°52'42"W a distance of 146.25' to a point, thence S17°16'52"W a distance of 31.34' to a point, thence S69°03'11"W a distance of 32.83' to a point, thence N59°03'47"W a distance of 50.41' to a point, thence N88°23'19"W a distance of 68.72' to the POINT OF BEGINNING.

Said right of way is hereby conveyed, consisting in total of .146 acres, more or less, as shown on the plat of the property prepared by the City of Flowery Branch, which plat is attached hereto and made a part of this deed as Exhibit "B".

For the same consideration, Grantor hereby conveys to the City of Flowery Branch two permanent easements for the purpose of constructing, locating, maintaining, repairing, replacing and/or relocation slopes, fills, drainage facilities, pipes, utilities and related improvements.

Said drainage easements are hereby conveyed, consisting in total of .047. acres, more or less, as more particularly described on Exhibits "A" and "B" attached hereto.

For the same consideration, Grantor hereby conveys to the City of Flowery Branch a temporary construction easement for the duration of the time necessary to complete the said roundabout project.

Said temporary construction easement is hereby conveyed, consisting in total of .538 acres, more or less, as more particularly described on Exhibits "A" and "B" attached hereto.

Grantor does hereby covenant with the Grantee that it is the owner of record and is lawfully seized and possessed of the property above described, and it has a good and lawful right to convey said property, or any part thereof, and that the property is free from all encumbrances, and that the Grantor will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

Grantor further covenants that no buildings or permanent structures will be constructed upon, over, or across the easement described herein. Additionally, Grantor covenants that the improvements made by Grantee over, across, and in the easement will not be altered without the prior permission of the Grantee and that no alterations will be made that would impede access to the easement or the maintenance, repair, or replacement of the improvements or other work within the easement

TO HAVE AND TO HOLD, the said conveyed properties unto the Grantee, its successors and assigns for the period provided herein.

IN WITNESSETH WHEREOF, Grantors have hereunto set their hands and seal the day above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Blessing Traders, Inc. [Seal]

[Notary Seal]



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-003 Adopting the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

FY2025 Budget Approval

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [FY2025 Budget Resolution Executive Summary.pdf](#)
- [Resolution 24-003 To Adopt FY2025 Annual Budget.pdf](#)
- [2024 Holiday Schedule Revised.pdf](#)
- [Master Fee Schedule FY2025.pdf](#)
- [FY2025 Proposed Budget.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

DATE: 06/20/2024

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/20/2024

PURPOSE:

To adopt Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

HISTORY:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-003

TO ADOPT THE FISCAL YEAR 2025 ANNUAL BUDGET FOR EACH FUND, FY2025 CAPITAL PLAN, MASTER FEE SCHEDULE FOR FY2025, AUTHORIZED POSITIONS, AND UPDATE THE HOLIDAY CALENDAR OF THE CITY OF FLOWERY BRANCH, GEORGIA; TO APPROPRIATE THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES OR EXPENSES; TO ADOPT THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS; TO SET THE LEGAL LEVEL OF BUDGETARY CONTROL; TO PROHIBIT EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE; TO PROHIBIT EXPENDITURES OR EXPENSES BEYOND THE FISCAL YEAR FOR WHICH THEY WERE APPROPRIATED; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Flowery Branch; and

WHEREAS, O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the proposed Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 effective from July 1, 2024 to June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the updated Holiday Calendar for 2024, effective from July 1, 2024 to December 31, 2024; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed budget as the Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 effective from July 1, 2024 to June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed updated Holiday Calendar for 2024, effective from July 1, 2024 to December 31, 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 and the updated 2024 Holiday Calendar, attached hereto and incorporated by reference as if fully set forth herein, is hereby adopted as the Budget, Capital Plan, Authorized Positions for

FY2025, Master Fee Schedule for the City of Flowery Branch, Georgia for the Fiscal Year 2025, which begins on July 1, 2024 and ends on June 30, 2025 and the updated 2024 Holiday Calendar for the City of Flowery Branch effective July 1,2024 and ends December 31,2024.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the “legal level of control” as defined by O.C.G.A. § 36-81-2(14) is set at the department level, meaning that the City Manager in her capacity as Budget Officer is authorized to move appropriations from one line item to another within a department.

Section 4. That under no circumstances shall expenditures or expenses exceed the amount appropriated without a further Budget amendment approved by the Mayor and Council.

Section 5. That all appropriations shall lapse at the end of the fiscal year.

Section 6. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

SO RESOLVED this 20th day of June, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



CITY OF FLOWERY BRANCH 2024 HOLIDAY SCHEDULE

**Revised Schedule to Add Veterans Day*

January 1, 2024 (Monday)	New Year's Day
January 15, 2024 (Monday)	Marth Luther King Day
March 29, 2024 (Friday)	Good Friday
May 27, 2024 (Monday)	Memorial Day
July 4, 2024 (Thursday)	Independence Day
September 2, 2024 (Monday)	Labor Day
November 11, 2024 (Monday)	Veterans Day
November 28, 2024 (Thursday)	Thanksgiving Day
November 29, 2024 (Friday)	Day after Thanksgiving
December 24, 2024 (Tuesday)	Christmas Eve
December 25, 2024 (Wednesday)	Christmas Day

City of Flowery Branch Master Fee Schedule

Department	Item	Fee	Comments
Admin (City Clerk)	Open Records Request (Not Police Rec	Varies	>15 mins = Free; <15 mins = prorated hourly salary of lowest paid full-time employee who has necessary skill and training to perform the request; \$0.10 per page
Department	Item	Fee	Comments
Municipal Court	Background Check	\$20.00	
Municipal Court	Open Records Request	Varies	>15 mins = Free; <15 minutes = \$0.10 per page, \$15.00 per DVD
Municipal Court	Certify a Document	\$5.00	
Municipal Court	Report Request	\$5.00	
Municipal Court	Discovery Reports	\$5.00	
Municipal Court	Discovery Videos	\$15.00	
Municipal Court	Record Restrictions	\$50.00	
Municipal Court	Alcohol License	\$25.00	
Municipal Court	Fingerprinting	\$50.00	
Municipal Court	Notary Fee (Out of Jurisdiction)	\$2.00	

Department	Item	Fee	Comments
Tourism	Depot Rental (1/2 day)	\$400.00	\$500 refundable deposit
Tourism	Depot Rental (full day)	\$650.00	\$500 refundable deposit
Tourism	Community Room Rental (1/2 day)	\$0.00	No longer doing 1/2 day
Tourism	Community Room Rental (full day)	\$1,200.00	\$500 refundable deposit
Tourism	Market Pavilion Rentals	\$1,500.00	\$500 refundable deposit
Tourism	Amphitheater	\$800.00	\$500 refundable deposit
Tourism	Linen Rental	\$15.00	each
Tourism	Off Duty Officer for events	\$45.00	per hour
Tourism	Vendor Fee - Farmers Market - Summe	\$125.00	
Tourism	Vendor Fee - Farmers Market - Fall/Wi	\$100.00	
Tourism	Special Events Permit	\$100.00	

Department	Item	Fee	Comments
Utility Billing	Water and Wastewater Deposit	\$120.00	Goes towards final bill
Utility Billing	Water OR Wastewater Deposit	\$65.00	Goes towards final bill
Utility Billing	Admin Fee (when service starts)	\$60.00	
Utility Billing	Late Fee	10%	Applied once a month on 21st
Utility Billing	Connection Fee	\$30.00	
Utility Billing	Cut Off Fee (for non payment)	\$60.00	1st of the month of disconnection
Utility Billing	Disconnect Fee (at customer request)	\$30.00	
Utility Billing	Tampering Fee	\$50.00	When meter has been tampered with
Utility Billing	Account Service Fee	\$2.57	Added to each month's bill
Utility Billing	FOG Manifest & Discharge	Varies	Based on pounds per day over limits
Utility Billing	FOG (Fats, Oils, Grease) Trap	\$15.00	Each month on the 20th
Utility Billing	Returned Check Fee	\$30.00	
Utility Billing	Meter Box	\$19.25	
Utility Billing	Meter Lid	\$25.50	With meter purchase or replacement

Department	Fee Type	Total Fee	Formula	S&I Inspection Fee	Building Inspection Fee	Review Fee	Hall County Impact Fee
Planning	Accessory Structure	\$100.00	Flat		\$50.00	\$50.00	
Planning	Administrative Fee	\$25.00					
Planning	Administrative Variance	\$200.00	Flat				
Planning	Annexation	\$500.00	Flat				
Planning	Appeal of Decision	\$500.00	Flat				
Planning	Business License Fee	Based on Employee					
Planning	Business License Late Fee	1.5 % penalty a month					
Planning	Commercial Building Permit	6,000 + impact fees		\$2,500.00	\$2,500.00	\$1,000.00	Based on use and square footage
Planning	Comprehensive Plan Amendment	\$500.00	Flat				
Planning	Conditional Use	\$1,000.00	Flat				
Planning	Deferred Occupational Tax	Based on Employee					
Planning	Demolition	\$75.00	Flat				
Planning	Design Guideline /Architectural Review	\$500.00	Flat			\$500.00	
Planning	Electrical Permit	\$50.00	Flat			\$50.00	
Planning	Fence	\$50.00	Flat			\$50.00	
Planning	Film Permit	\$1,000.00	Flat			\$300.00	
Planning	Financial Institution Fee	0.25 percent of gross receipts					
Planning	Food Truck	\$50.00	Flat			\$50.00	
Planning	Full Development Permit		\$300/disturbed acre + Review + S&E	\$5,000.00		\$200.00	
Planning	Full Development Permit Review	\$5,000.00	Flat			\$5,000.00	
Planning	Landscape Plan	\$200.00	Flat			\$200.00	
Planning	Lesser Development Permit		\$200/disturbed acre+ Review + S&E	\$5,000.00		\$200.00	
Planning	Lesser Land Disturbance Review	\$2,000.00	Flat			\$2,000.00	
Planning	Mechanical Permit	\$50.00	Flat			\$50.00	
Planning	Monument Sign	\$500.00	Flat			\$250.00	
Planning	Parking Lot Design	\$200.00	Flat			\$200.00	
Planning	Plat	\$1,000.00	Flat			\$1,000.00	
Planning	Plat Re-Review	\$500.00	Flat			\$500.00	
Planning	Plumbing Permit	\$50.00	Flat			\$50.00	
Planning	Pool Permit	\$100.00	Flat		\$50.00	\$50.00	
Planning	Postage Fee	\$1.25	Flat				
Planning	Professional License Fee	based on emp	or \$300.00 per practitioner				
Planning	PTV	\$20.00	Flat				
Planning	Residential Addition		1/1000 + Review Fee			\$200.00	
Planning	Residential Building Permit	5,000 + impact fees		\$2,000.00	\$2,000.00	\$1,000.00	\$1,241.93
Planning	Residential Deck	\$100.00	Flat			\$100.00	
Planning	Retaining Wall +	\$500.00	Flat			\$100.00	
Planning	Rezoning	\$1,000.00	Flat				
Planning	ROW/Delivery	\$50.00	Flat				
Planning	Temporary Sign	\$50.00	Flat			\$50.00	

Planning	Variance	\$500.00	Flat				
Planning	Wall Sign	\$200.00	Flat			\$100.00	
Planning	Yard Sale	\$25.00	Flat			\$25.00	
Planning	Zoning Code Amendment	\$1,000.00	Flat				
Planning	Zoning Verification Letter	\$75.00	Flat + RFP Form				

Sewer Tap Fees						
Water Meter Size (in inches)	Meter Set Fee	Water System Development Charge	Water SDC Admin Fee	Wastewater System Development Charge	Wastewater SDC Admin Fee	Total Capacity Related
Multiunit Master Meter with Sub-Meters	See below for Master Meter Size	\$773	\$50	\$3,186	\$50	\$4,059
¾”	At Cost	\$1,104	\$50	\$4,551	\$50	\$5,755
1”	At Cost	\$2,760	\$100	\$11,378	\$100	\$14,338
1 1/2”	At Cost	\$5,520	\$100	\$22,755	\$100	\$28,475
2”	At Cost	\$8,832	\$100	\$36,408	\$100	\$45,440
3”	At Cost	\$17,664	\$100	\$72,816	\$100	\$90,680
4”	Developer Installed	\$27,600	\$100	\$113,775	\$100	\$141,575
6”	Developer Installed	\$55,200	\$100	\$227,550	\$100	\$282,950
8”	Developer Installed	\$88,320	\$100	\$364,080	\$100	\$452,600

PROJECTED REVENUES AND OTHER SOURCES
GENERAL FUND SUMMARY

REVENUE SOURCE	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	
Current Real & Personal	\$ 2,134,881	\$ 2,838,592	\$ 3,018,764	6.3%
Mobile Home Tax	1,465	500	500	0.0%
Motor Vehicle	8,753	7,500	7,500	0.0%
Total Current Taxes	2,145,099	2,846,592	3,026,764	6.3%
Penalties & Interest	1,597	1,000	2,500	150.0%
Total Property Taxes	2,146,696	2,847,592	3,029,264	6.4%
Title Ad Valorem Tax	583,793	475,000	580,000	22.1%
Alternative Ad Valorem Tax	7,076	5,000	5,000	0.0%
Intangible Tax	26,043	25,000	18,000	-28.0%
Railroad Equipment Tax	473	500	500	0.0%
Street Light Tax	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	21,272	10,000	14,000	40.0%
Franchise Fees	659,716	640,000	627,000	-2.0%
Local Option Sales Tax	2,392,395	1,680,000	2,403,687	43.1%
Alcoholic Beverage Taxes	368,908	337,250	320,000	-5.1%
Occupational Tax	86,089	40,000	45,000	12.5%
Insurance Premium Tax	831,227	707,000	833,000	17.8%
Financial Institution Tax	23,230	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	-	603	N/A
Total Other Taxes	5,009,935	3,951,860	4,878,900	23.5%
Fines, Fees, and Forfeitures	433,651	417,650	517,650	23.9%
Permits and Zoning Fees	255,049	227,800	302,600	32.8%
Alcohol Licenses & Fees	83,320	79,000	89,000	12.7%
Other Fees and Licenses	19,416	26,100	29,100	11.5%
Interest	43,070	142,000	160,000	12.7%
Intergovernmental Revenue	1,403	20,000	-	-100.0%
Rent - Tourism	59,595	84,000	49,500	-41.1%
Lease Revenue	52,767	-	-	N/A
Miscellaneous	26,333	42,720	42,720	0.0%
Charges for Services - Indirect Cost Allocat	-	789,679	812,759	2.9%
				N/A
Total Other	974,605	1,828,949	2,003,329	9.5%
Total Operating Revenues	8,131,235	8,628,401	9,911,493	14.9%
Other Financing Sources				
Transfers from Other Funds	147,272	125,000	70,000	-44.0%
Sale of General Fixed Assets	-	500	-	-100.0%
Budgeted Fund Balance	-	-	-	N/A
Total Other Financing Sources	147,272	125,500	70,000	-44.2%
Total Revenues & Other Sources	\$ 8,278,507	\$ 8,753,901	\$ 9,981,493	14.0%

SUMMARY OF EXPENDITURES & OTHER USES

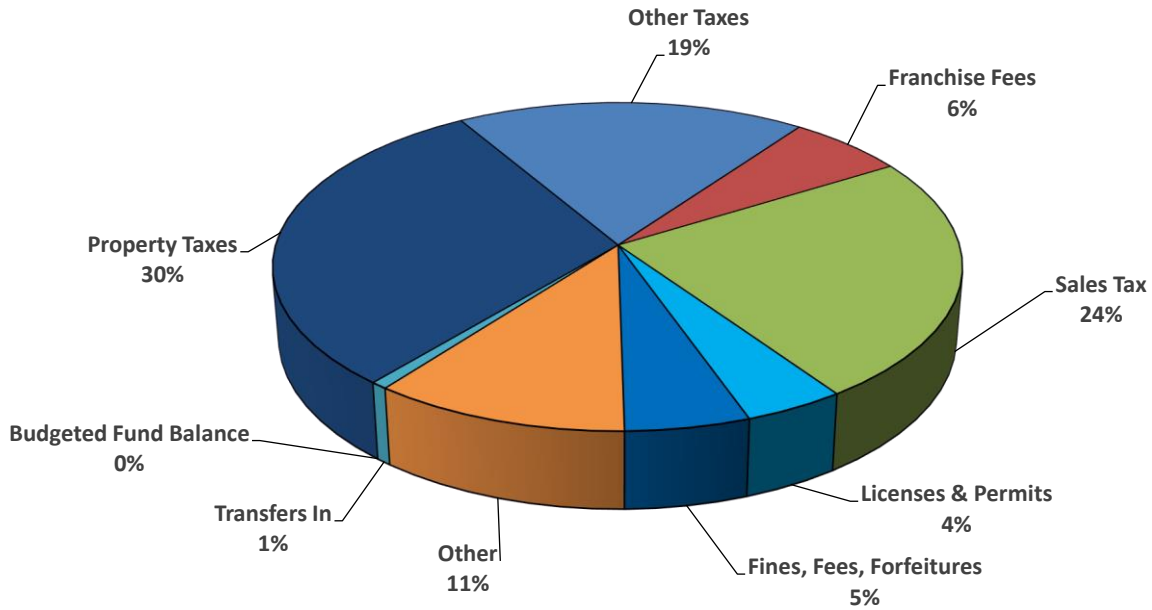
GENERAL FUND SUMMARY

	FY2023	FY2024	FY2025	%
DEPARTMENTAL EXPENDITURES	ACTUAL	REVISED BUDGET	BUDGET	CHANGE
Mayor & Council	\$ 64,838	\$ 81,857	\$ 83,507	2.0%
City Clerk	76,719	172,746	204,021	18.1%
City Manager	98,978	249,046	247,677	-0.5%
Financial Services	565,136	857,857	905,233	5.5%
Human Resources	-	-	24,550	N/A
Public Lands & Buildings	191,418	217,360	286,300	31.7%
Municipal Court	201,248	241,258	285,922	18.5%
Police	2,079,341	2,703,489	2,875,785	6.4%
Highways & Street Administration	565,308	1,311,196	1,326,315	1.2%
Planning & Community Development	899,566	1,048,665	1,119,175	6.7%
Tourism	348,674	502,273	690,425	37.5%
Agency Allocations - Other	37,473	42,500	52,607	23.8%
Risk Management	106,200	212,000	310,000	46.2%
Contingency	-	254,849	336,461	32.0%
Departmental Expenditures	5,234,897	7,895,096	8,747,978	10.8%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
	-	-	-	N/A
Total Other Transfers	-	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	850,000	858,805	1,233,515	43.6%
				N/A
Total Other Uses	850,000	858,805	1,233,515	43.6%
Total Expenditures & Other Uses	6,084,897	8,753,901	9,981,493	14.0%
Revenues Over / (Under) Expenditures	\$ 2,193,610	\$ -	\$ -	N/A

GENERAL FUND REVENUES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Property Taxes	\$ 2,146,696	\$ 2,847,592	\$ 3,029,264	30.3%
Other Taxes	1,957,824	1,631,860	1,848,213	18.5%
Franchise Fees	659,716	640,000	627,000	6.3%
Sales Tax	2,392,395	1,680,000	2,403,687	24.1%
Licenses & Permits	357,785	332,900	420,700	4.2%
Fines, Fees, Forfeitures	433,651	417,650	517,650	5.2%
Other	183,168	1,078,899	1,064,979	10.7%
Transfers In	147,272	125,000	70,000	0.7%
Budgeted Fund Balance	-	-	-	0.0%
Total General Fund	<u>\$ 8,278,508</u>	<u>\$ 8,753,901</u>	<u>\$ 9,981,493</u>	<u>100.0%</u>

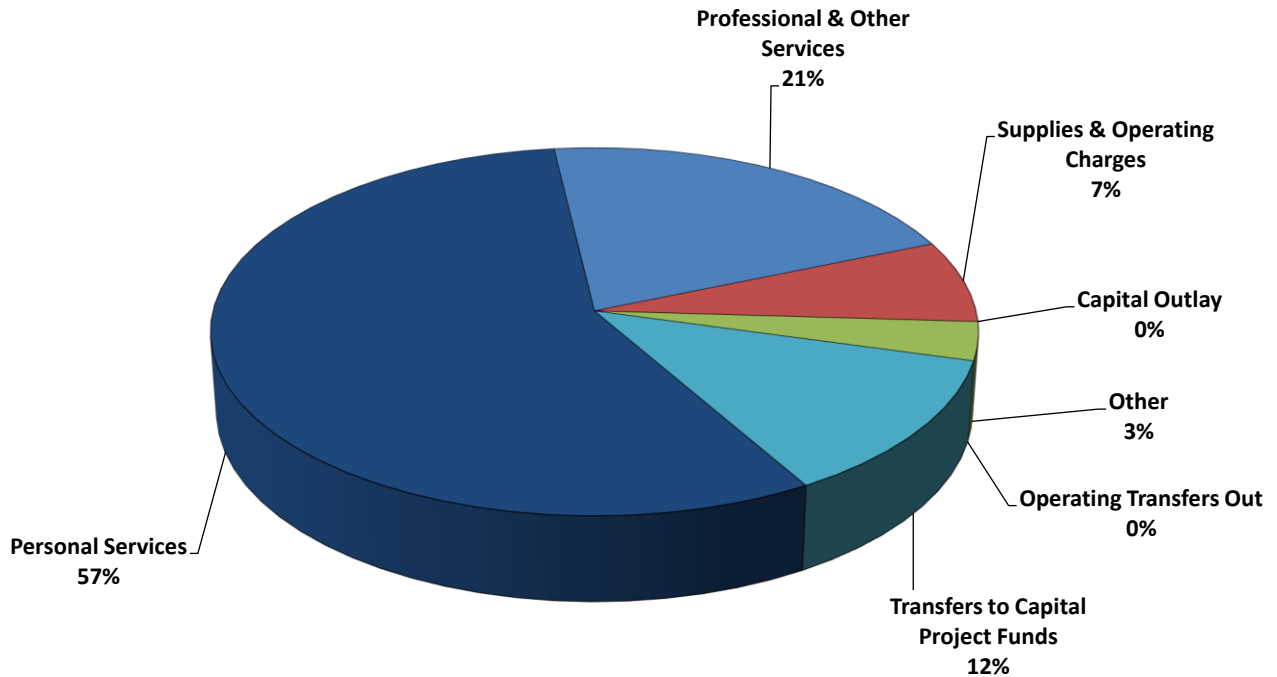
GENERAL FUND REVENUES BY CATEGORY



GENERAL FUND EXPENDITURES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Personal Services	\$ 3,341,892	\$ 5,300,751	\$ 5,634,880	56.5%
Professional & Other Services	1,312,814	1,691,666	2,056,280	20.6%
Supplies & Operating Charges	580,192	640,330	720,357	7.2%
Capital Outlay	-	7,500	-	0.0%
Other	-	254,849	336,461	3.4%
Operating Transfers Out	-	-	-	0.0%
Transfers to Capital Project Funds	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

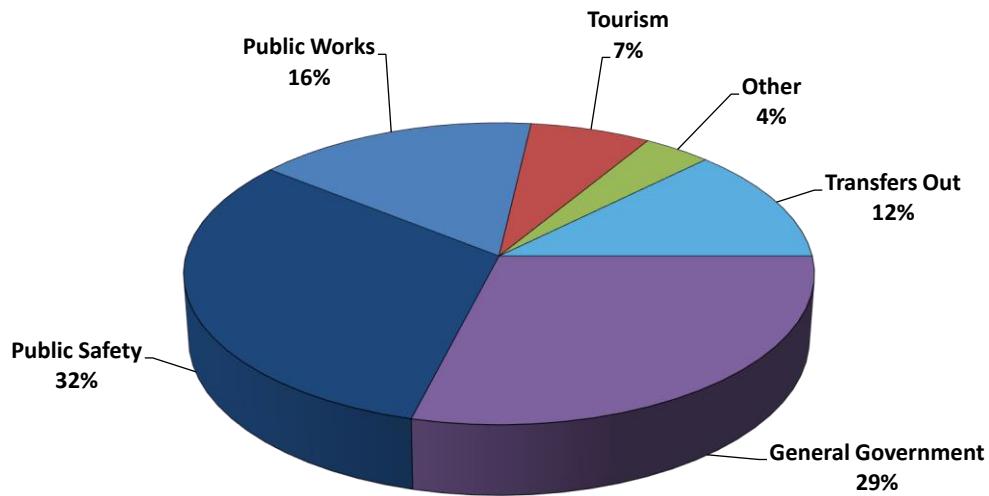
GENERAL FUND EXPENDITURES BY CATEGORY



GENERAL FUND EXPENDITURES BY SERVICE GROUP

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
General Government	\$ 1,811,436	\$ 2,622,171	\$ 2,894,162	29.0%
Public Safety	2,280,589	2,944,747	3,161,707	31.7%
Public Works	756,726	1,528,556	1,612,615	16.2%
Tourism	348,674	502,273	690,425	6.9%
Other	37,473	297,349	389,068	3.9%
Transfers Out	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

GENERAL FUND EXPENDITURES BY SERVICE GROUP



MAYOR AND COUNCIL

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Mayor and five Council Members represent the governing body of the City of Flowery Branch. Each member of the governing body is elected by the voters of the city at-large. The members of the governing body are elected via nonpartisan elections to serve four year terms which are staggered.	Funding Source: General Fund	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
	Personal Services	50,811	53,287	53,287
	Professional & Other Services	13,255	25,220	26,220
	Supplies & Operating Charges	773	3,350	4,000
	Capital Outlay	-	-	-
		\$ 64,838	\$ 81,857	\$ 83,507

MISSION STATEMENT:
To establish policy direction and execute legislative decision making for the City of Flowery Branch.

GOALS & OBJECTIVES:
1. <u>Economic Development</u> * Generate more business & attract new businesses in downtown area. * Update the Unified Development Code. * Begin Downtown Development Phase II. 2. <u>Financial Stability</u> * Further diversify the City's revenue streams. 3. <u>Internal Operations</u> * Enhance employee compensation and benefits. * Hire needed additional staff members. 4. <u>Infrastructure Improvements</u> * Continue updating the City's roadways and pedestrian pathways. * Continue updating the City's water and sewer infrastructure. 5. <u>Public Safety</u> * Attract and retain highly qualified police personnel. * Ensure the police response is in an efficient and effective manner.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
New Business	ED	N/A	N/A	2	3	3	3
Investment & Interest Revenue	FS	\$ 17,782	\$ 10,271	\$ 192,605	\$ 241,929	\$ 700,000	\$ 750,000
Authorized Positions	IO	44	51	59	65	65	68
\$ Spent on Infrastructure Improvements	II	N/A	\$ 3,674,955	\$ 7,417,269	\$ 1,004,421	\$ 14,500,000	\$ 28,927,298

CITY CLERK

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Clerk works with members of the Council and other departments to execute the agenda. The City Clerk's responsibilities include recording minutes of council meetings and maintaining all municipal documents. The City Clerk must also prepare meeting agendas that report on current issues facing our community, record data and ensure that documents are stored, filed and maintained correctly. Prepare and maintain official reports, legal documents, financial records and reference material. A City Clerk works directly with the Mayor, City Council and various Directors of all city administration departments. <i>*FY2024 Salary Increase to salary allocation changes.</i>	Funding Source: General Fund	FY2023 ACTUAL	FY2024* BUDGET	FY2025 BUDGET
	Personal Services	55,526	131,451	118,751
	Professional & Other Services	16,778	34,595	81,020
	Supplies & Operating Charges	4,415	6,700	4,250
	Capital Outlay	-	-	-
		\$ 76,719	\$ 172,746	\$ 204,021

MISSION STATEMENT:
The office of the City Clerk's mission is to bridge the gap between the public and government by providing service that exceeds the public's expectations and is based on a foundation of integrity and excellence.

GOALS & OBJECTIVES:
1. <u>Maintain excellence in records management.</u> * Research and implement technology to increase transparency in records management. * Utilize the new Assistant City Clerk to increase efficiencies in records retention. * Create a disaster recovery plan. 2. <u>Increase knowledge of City operations.</u> * Continue the education process of the Master Municipal Clerk program. * Obtain the Certified City Clerk certificate for the Assistant City Clerk. 3. <u>Ensure city meetings are run in an efficient and effective manner.</u> * Hold biweekly meetings with city staff to ensure agendas are posted as requested by the Mayor.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Average days agenda posted prior to meeting	IO	N/A	N/A	4.75	5.5	7	7
Average # of records scanned monthly	IO	65	10	40	50	50	50
# of certifications maintained	IO	N/A	N/A	2	3	3	4

CITY MANAGER OFFICE

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Manager's Office is responsible for implementation of the City Council's policy decisions and direction, leadership and direction of department heads and other staff, as well as working with Council and staff to develop action plans and programs to support the City's mission, values and priorities while serving our great community. <i>*FY2024 Salary Increase to salary allocation changes and new position.</i>	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	88,270	193,842	200,845
	Professional & Other Services	10,439	48,204	41,832
	Supplies & Operating Charges	268	7,000	5,000
	Capital Outlay	-	-	-
		\$ 98,978	\$ 249,046	\$ 247,677

MISSION STATEMENT:
The mission of the City Manager's Office is to provide excellence in assisting the City Council establish community goals and policies and providing leadership and direction in the administration of all City departments and services.

GOALS & OBJECTIVES:
1 <u>Ensure the City is fiscally responsible.</u> * Submit a balanced budget to council. * Present a five-year capital plan to council. 2 <u>Ensure the city is transparent to the community.</u> * Keep the council informed on all city operations * Keep the community informed of progress on all capital projects. 5 <u>Ensure Flowery Branch is a safe community to live, work and play.</u> * Create a city-wide safety program.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Balance budget submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
Five-year Capital Plan submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
# of Updates submitted (at least 3 per month)	IO	N/A	N/A	48	24	36	36
Hold quarterly CIP meetings for updates	IO	N/A	N/A	4	2	4	4
# of ClearGov Transparency portal updates	IO	N/A	N/A	5	5	12	12

FINANCIAL SERVICES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The General Administration Department is accountable for financial activity, including reporting, investments, purchasing, budget, revenue collections, grant application and tracking, capital project tracking, payroll, and capital asset tracking. * FY2024 increase due to salary allocation changes.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	379,196	593,537	606,493
	Professional & Other Services	159,315	237,220	279,190
	Supplies & Operating Charges	26,625	27,100	19,550
	Capital Outlay	-	-	-
		\$ 565,136	\$ 857,857	\$ 905,233

MISSION STATEMENT:
To protect and improve the financial health of the City and teach, encourage, and assure good stewardship of City resources.

GOALS & OBJECTIVES:
1. <u>Protect and improve the financial resources of the City.</u> * Maximize investment earnings. * Update financial reporting. * Increase financial transparency through the ClearGov web portal. 2. <u>Assure continued compliance with laws and regulations.</u> * Work with auditor to implement necessary GASB Statements. * Continue training in the state purchasing guidelines. 3. <u>Utilize technology to improve efficiencies and decrease costs.</u> * Research and implement alternative ways to collect payments. * Continue to implement necessary modules in financial software.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Average Yield Earned	FS	N/A	N/A	N/A	5.25%	4%	4.50%
Govt. Finance Officers Assoc awards	IO	1	2	2	6	9	12
ClearGov Financial updates	IO	N/A	N/A	N/A	5	12	12
Credit Agency Bond Rating	IO	Aa2	Aa2	Aa2	Aa2	Aa2	Aa2

HUMAN RESOURCES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Human Resources department is responsible for developing, coordinating, and implementing personnel policies ensuring legal compliance and implementation of the City's mission and talent strategy. This department manages personnel records, benefits administration, workers compensation, and recruitment efforts. Human Resources is responsible for payroll, onboarding and offboarding, as well as verifying compliance with state and federal laws such as FMLA, EEOC, ADA, FLSA, etc.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	-	-	-
	Professional & Other Services	-	-	10,550
	Supplies & Operating Charges	-	-	14,000
	Capital Outlay	-	-	-
		\$ -	\$ -	\$ 24,550

MISSION STATEMENT:
To develop, implement, and support programs and processes that add value to the City of Flowery Branch and its employees while supporting our vision to deliver exemplary service and exhibiting our values.

GOALS & OBJECTIVES:
1. <u>Attract and Retain Highly Qualified Personnel</u> * Streamline the application and onboarding process. * Develop an employer brand for recruitment efforts. * Ensure job descriptions are accurate. 2. <u>Promote a healthy lifestyle in the home and workplace.</u> * Develop an Employee Wellness/Mental Health Program * Educate and empower employees with health education. * Raise awareness about the importance of mental health and promote help seeking behaviors. 3. <u>Invest in Ongoing Professional Development</u> * Obtain SHRM certification. * Obtain the Certified Retirement Plan Fiduciary designation through GAPPT Trustee School.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Time to Hire in days (Accepted Offer - Job Posted)	IO	N/A	N/A	N/A	N/A	N/A	30
Updated Job Descriptions	IO	N/A	N/A	N/A	N/A	N/A	25%
Healthy Living Lunch and Learns	IO	N/A	N/A	N/A	N/A	N/A	4
Participation in Healthy Living Events/Challenge	IO	N/A	N/A	N/A	N/A	N/A	2

GENERAL FUND
RISK MANAGEMENT
 BUDGET REQUEST AND JUSTIFICATION FORM

	FY2023 ACTUAL	FY2024 ADJ BUDGET	FY2025 BUDGET	% CHANGE
Operating:				
Personal Services	\$ -	\$ 100,000	\$ 125,000	25.0%
Professional & Other Services	105,078	111,000	180,000	62.2%
Supplies & Operating Charges	1,122	1,000	5,000	400.0%
Total Operating	<u>106,200</u>	<u>212,000</u>	<u>310,000</u>	46.2%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 106,200</u>	<u>\$ 212,000</u>	<u>\$ 310,000</u>	46.2%

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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PUBLIC WORKS DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Public Works Department is comprised of 2 General Fund divisions: Public Lands and Buildings (PL&B) and Highways & Street Administration. PL&B ensures a safe, functional, comfortable, clean, attractive and pleasant environment in the buildings under its management. Highways & Street Administration is responsible for the repair and maintenance of all streets, sidewalks, storm drainage infrastructure, rights-of-way, and other related facilities located within the City of Flowery Branch. *FY2024 Salary Increase to salary allocation changes.	Funding Source: General Fund	FY2023 ACTUAL	FY2024* BUDGET	FY2025 BUDGET
	Personal Services	347,998	946,746	994,815
	Professional & Other Services	210,078	392,010	399,800
	Supplies & Operating Charges	198,650	189,800	218,000
	Capital Outlay	-	-	-
		\$ 756,726	\$ 1,528,556	\$ 1,612,615

MISSION STATEMENT:
Public Works is committed to providing high quality and responsive services and pleasant and safe conditions along our roads, sidewalks and other structures for our residents, business owners, and visitors to our City.

GOALS & OBJECTIVES:
1. <u>Improve stormwater drainage structures throughout the city.</u> * Maintain or replace cross drains. * Clean, mow, and excavate drainage structures and ditches throughout the city. 2. <u>Improve and maintain the city's pedestrian pathways.</u> * Inspect, cut and replace existing sidewalks. * Develop and implement sidewalk plan. 3. <u>Improve and maintain the city's streets.</u> * Raise existing manholes, that have been covered, to ensure accessibility. * Repair damaged streets to increase useful life. * Order and place/replace street signage.

PERFORMANCE MEASURES							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Cross Drains maintained or replaced	II	N/A	N/A	N/A	200	200	200
LF of pedestrian pathways repaired or added	II	N/A	N/A	N/A	0	100	100
# of manholes maintained	II	N/A	N/A	N/A	50	50	50
LF of streets repaired	II	N/A	N/A	N/A	0	4,000	4,000

MUNICIPAL COURT DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
Municipal Court is a misdemeanor court that has jurisdiction over city ordinance violations and state traffic offenses. Specific type cases handled by the court include routine traffic offenses; driving under the influence of alcohol, possession of marijuana less than an ounce, shoplifting less than \$500.00 and code enforcement violations. The Court also is responsible for entering case dispositions and forwarding entries to the Department of Drivers Services.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,929	159,568	166,832
	Professional & Other Services	55,939	56,290	79,090
	Supplies & Operating Charges	22,380	25,400	40,000
	Capital Outlay	-	-	-
		\$ 201,248	\$ 241,258	\$ 285,922

MISSION STATEMENT:
The mission of the Municipal Court is to assure the administrative efficiency of the court, to protect the court's ethical integrity, and help maintain public confidence in the court's fairness in dispensing justice impartially.

GOALS & OBJECTIVES:
1. <u>Enhance communications regarding court proceedings.</u> * Explore and implement a process to allow mass communication notifications for defendants to receive court information.
2. <u>Improve access to reports, open records, etc.</u> * Explore and implement online access to reports, open records, etc. * Find a software editing company that would allow us to redact videos for open records.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of notifications issued	IO	N/A	N/A	N/A	0	5	5
# of in-person open record requests	IO	N/A	N/A	N/A	50	400	400
# of online open record requests	IO	N/A	N/A	N/A	150.00	100	100

POLICE DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Flowery Branch Police Department provide the City of Flowery Branch with emergency and non-emergency service 24 hours a day to more than 10,000 city residents. Our jurisdiction covers the City of Flowery Branch and includes houses, apartment complexes, businesses, industrial parks, recreational facilities, schools, churches and numerous shopping centers. The City of Flowery Branch Police department is made up of Police Administration and the Patrol division.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	1,758,170	2,336,330	2,452,978
	Professional & Other Services	187,280	189,979	248,850
	Supplies & Operating Charges	133,891	177,180	173,957
	Capital Outlay	-	-	-
		\$ 2,079,341	\$ 2,703,489	\$ 2,875,785

MISSION STATEMENT:
We vow to protect and serve the City of Flowery Branch through dedication, professionalism, and community-oriented policing by using active cooperation as well as effective, proven standards of excellence with a positive, progressive attitude.

GOALS & OBJECTIVES:
<u>1. Ensure that the police response is in an efficient and in an effective manner.</u> * Reduce response time for calls for service. <u>2. Reduce crime and accidents in the City of Flowery Branch</u> * Create the S.P.E.A.R. Program (Specialized Proactive Enforcement and Response Unit). * Explore and implement a drone program. * Develop a Safety program for the schools and community. <u>3. Attract and retain highly qualified police personnel.</u> * Develop a recruitment and retention plan * Explore additional pay incentives and benefits.

PERFORMANCE MEASURES:							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Patrol officers	PS	15	18	21	25	25	25
Response time in minutes	PS	4:00	8:00	3:32	2:45	3:00	2:00
Call Volume	PS	3,983	4,463	4,762	2,300	4,500	4,500

Planning & Community Development

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Planning and Community Development department is responsible for working with the citizens of Flowery Branch, the development community and the elected officials, while managing current and long-range planning, land development, building constructions, and code compliance. The Department is responsible for current and future planning, zoning, building permits, site development, plan review, building and site inspections, as well as code enforcement.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	416,392	598,099	627,345
	Professional & Other Services	461,205	430,316	479,380
	Supplies & Operating Charges	21,969	12,750	12,450
	Capital Outlay	-	7,500	-
		\$ 899,566	\$ 1,048,665	\$ 1,119,175

MISSION STATEMENT:
To develop and implement creative community-based strategies to enhance economic opportunity, build strong neighborhoods, and ensure a dynamic framework for quality growth and development.

GOALS & OBJECTIVES:
1. <u>Promote a pedestrian friendly community.</u> * Develop a community sidewalk plan. 2. <u>Develop a high-quality, vibrant community.</u> * Update the Unified Development Code. * Downtown Development Phase II 3. <u>Keep Flowery Branch Beautiful.</u> * Remove blight through code enforcement. * Host community clean-ups.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Code Updates	ED	N/A	N/A	1	0	1	1
Community Clean-ups	ED	N/A	N/A	2	0	2	2
Code Enforcement contacts	ED	128	154	252	136	150	150
Downtown Development Funds	ED	\$ 16,573	\$ 112,272	\$ 1,364,138	\$ 352,777	\$ 400,000	\$ 400,000

Department of Fun

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Department of Fun is dedicated to ensure the City of Flowery Branch remains a quaint, vibrant community. We strive to provide the highest quality of service to our businesses, residents and visitors. We are devoted to creating and updating our website, event production and coordination, downtown development, community communication through social media and media relations. Our team partners with multiple departments through out the city.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,600	187,891	288,534
	Professional & Other Services	55,975	124,332	177,741
	Supplies & Operating Charges	170,099	190,050	224,150
	Capital Outlay	-	-	-
		\$ 348,674	\$ 502,273	\$ 690,425

MISSION STATEMENT:
The Department of Fun maintains relationships between the City of Flowery Branch and its citizens. Providing up to date information through our website, social media and providing events and downtown happenings to give family and friends an opportunity to create lasting memories.

GOALS & OBJECTIVES:
1. <u>Create Better Communication with Citizens and Main Street Businesses.</u> * Do quarterly inserts in water bills for what's happening downtown * Set up constant communication with surrounding subdivisions and communities around Flowery Branch * Have permanent signage on Main Street with events and what happening 2. <u>Increase tourism to the downtown area.</u> * Develop and implement a robust events calendar. * Promote and advertise more about downtown * Develop and implement a plan to connect the marina to downtown. 3. <u>Enrich the lives of our citizens and encourage community involvement.</u> * Create a citizens academy, to help support volunteer efforts at events. * Bring events to downtown that our citizens want to be a part of. * Develop and send a "What's Blooming" newsletter.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of art pieces installed	ED	N/A	N/A	0	0	3	2
# of community events	ED	N/A	5	8	10	9	20
# of monthly newsletter	ED	N/A	N/A	0	0	12	12
# of Farmer's Markets	ED	N/A	38	31	18	36	34

AGENCY ALLOCATIONS

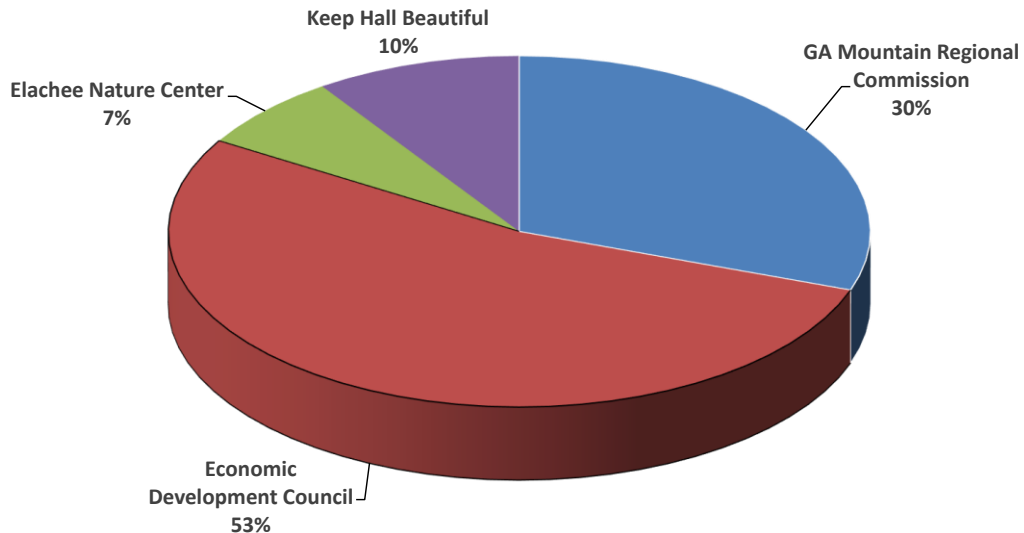
DEPARTMENT DESCRIPTION:

This Department's budget accounts for those funds requested by local Agencies for services they provide to the City.

Agency Allocations

	FY2023 Actual	FY2024 Budget	FY2025 Budget
General Fund:			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total General Fund Allocations	37,472.52	42,500.00	52,607.00
Water & Sewer			
GA Mountain Regional Commission	-	-	-
Economic Development Council	-	-	-
Elachee Nature Center	-	-	-
Keep Hall Beautiful	-	-	-
Total Water & Sewer Fund Allocations	-	-	-
Total Funding			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total Agency Allocations	\$ 37,472.52	\$ 42,500.00	\$ 52,607.00

Agency Allocations



Confiscated Assets Fund

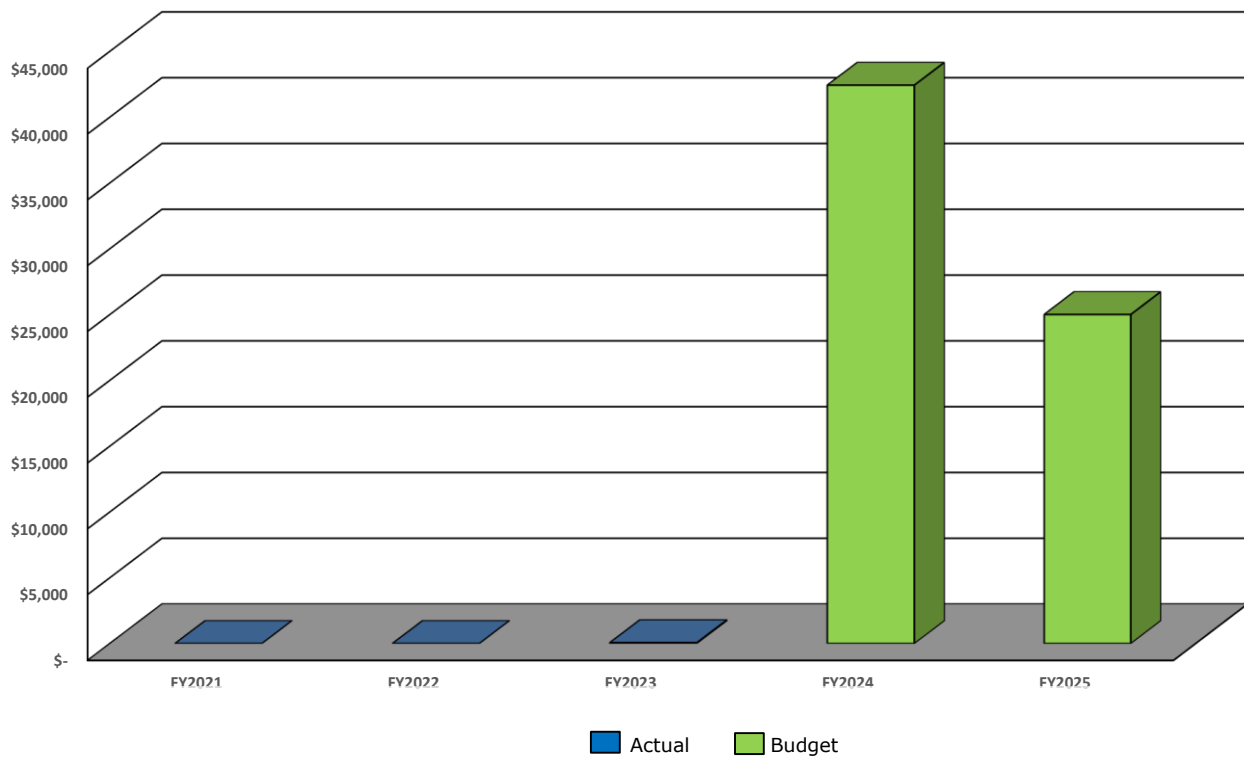
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Confiscated Assets Fund is used to account for certain asset seizures confiscated by the City Police Department

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Confiscations - State	\$ 507	\$ 12,254	\$ 25,000
Confiscations - Local	-	-	-
Confiscations - Federal	-	-	-
Budget Fund Balance	-	30,172	-
Total Revenue	507	42,426	25,000
Expenditures:			
Professional & Other Services	-	-	-
Supplies & Operating Charges	65	42,426	25,000
Capital Outlay	-	-	-
Total Expenditures	65	42,426	25,000
<i>Excess Revenues Over/(Under) Expenditures</i>	442	-	-

Confiscated Assets Fund Revenue



American Rescue Plan Fund

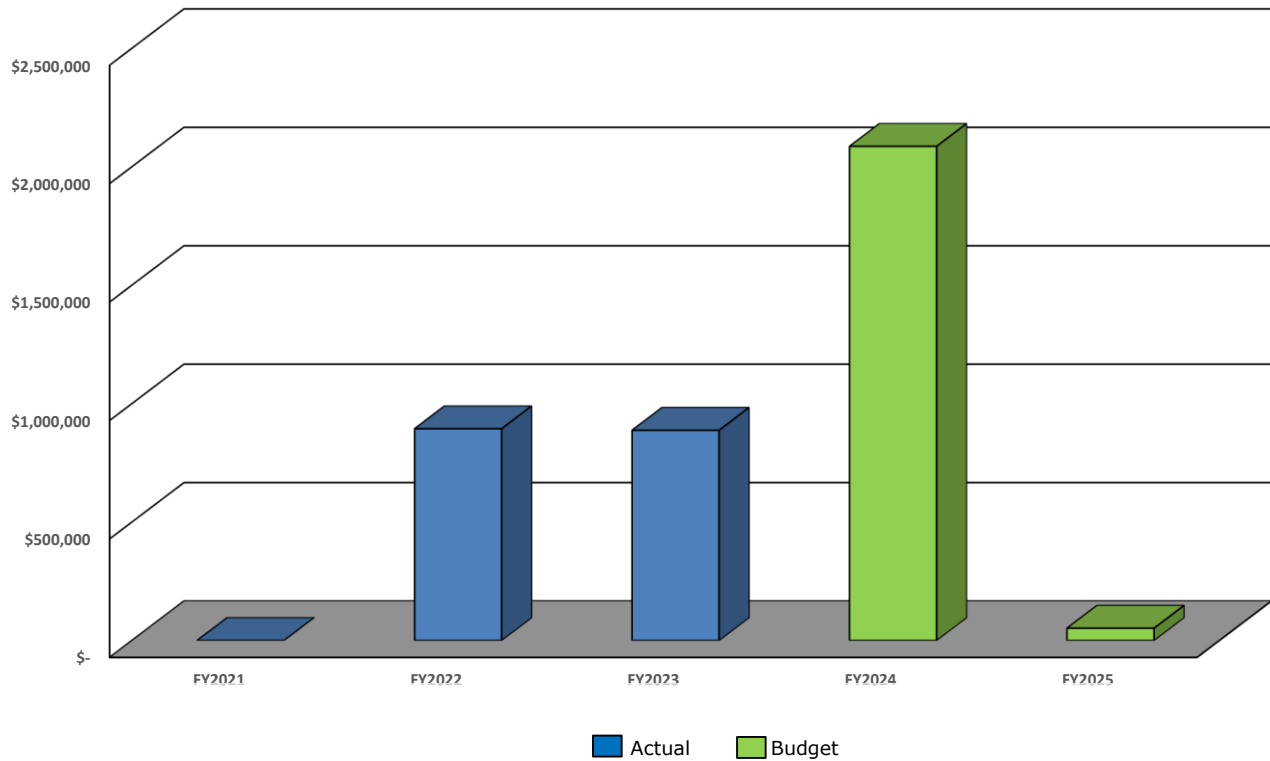
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The American Rescue Plan Fund is used to account for certain expenditures authorized under the American Rescue Plan Act.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
American Rescue Plan	\$ 887,585	\$ -	\$ -
Interest Revenue	6,510	30,000	2,000
Budget Fund Balance	-	2,056,253	50,000
Total Revenue	894,095	2,086,253	52,000
Expenditures:			
Capital Outlay	75,685	1,086,253	52,000
Transfers out	811,900	1,000,000	-
Total Expenditures	887,585	2,086,253	52,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>6,510</i>	<i>-</i>	<i>-</i>

American Rescue Plan Revenue



Tax Allocation District

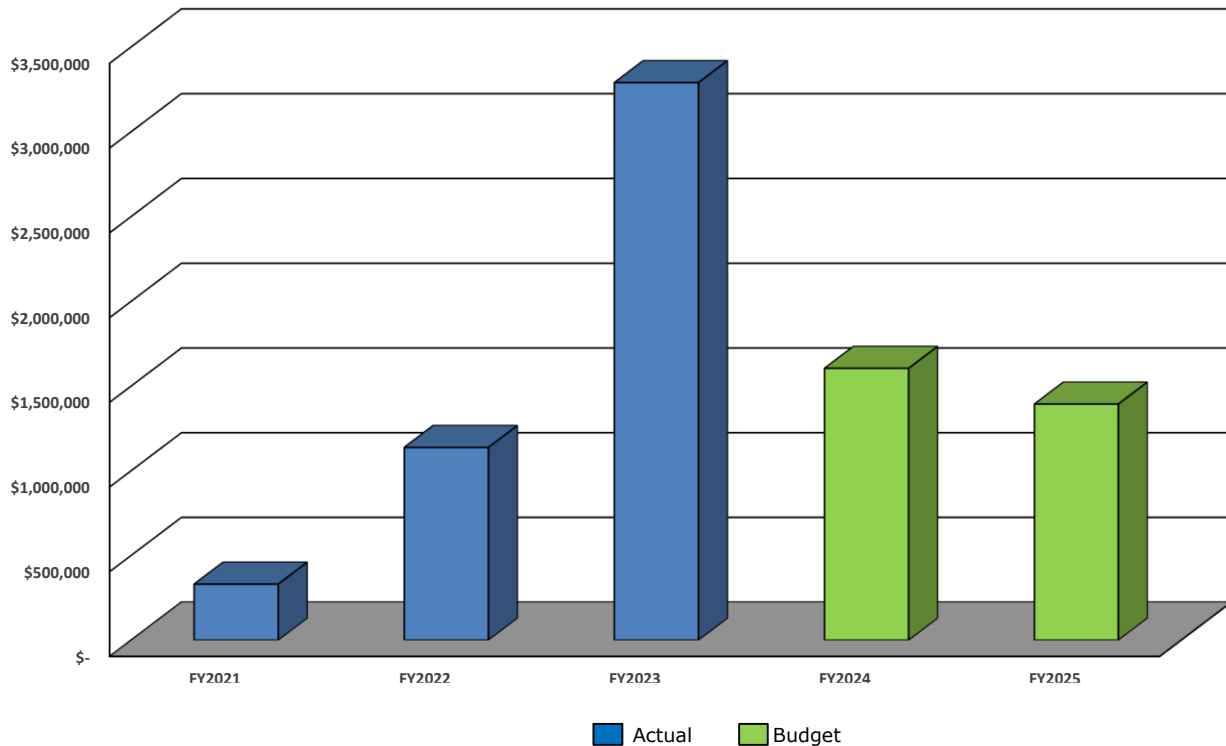
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Tax Allocation District is used to account for ad valorem property tax collections derived from the City's Tax Allocation District (Downtown) for the purpose of stimulating private development in this area.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
TAD revenue - Hall Co. Portion	\$ 506,174	\$ 569,700	\$ 600,000
TAD revenue - City Portion	398,974	550,000	637,438
Rental Income	22,825	101,923	116,341
Interest revenue	60,666	20,000	40,000
Transfers in	149,254	-	-
Budget Fund Balance	-	363,250	-
Total Revenue	1,137,893	1,604,873	1,393,779
Expenditures:			
Professional and Other Services	368,463	560,000	429,952
Capital Outlay	2,649,940	699,379	569,033
Debt Service	271,544	345,494	394,794
Transfers Out	-	-	-
Total Expenditures	3,289,947	1,604,873	1,393,779
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(2,152,054)</i>	<i>-</i>	<i>-</i>

Tax Allocation District Revenue



Information Technology Fund

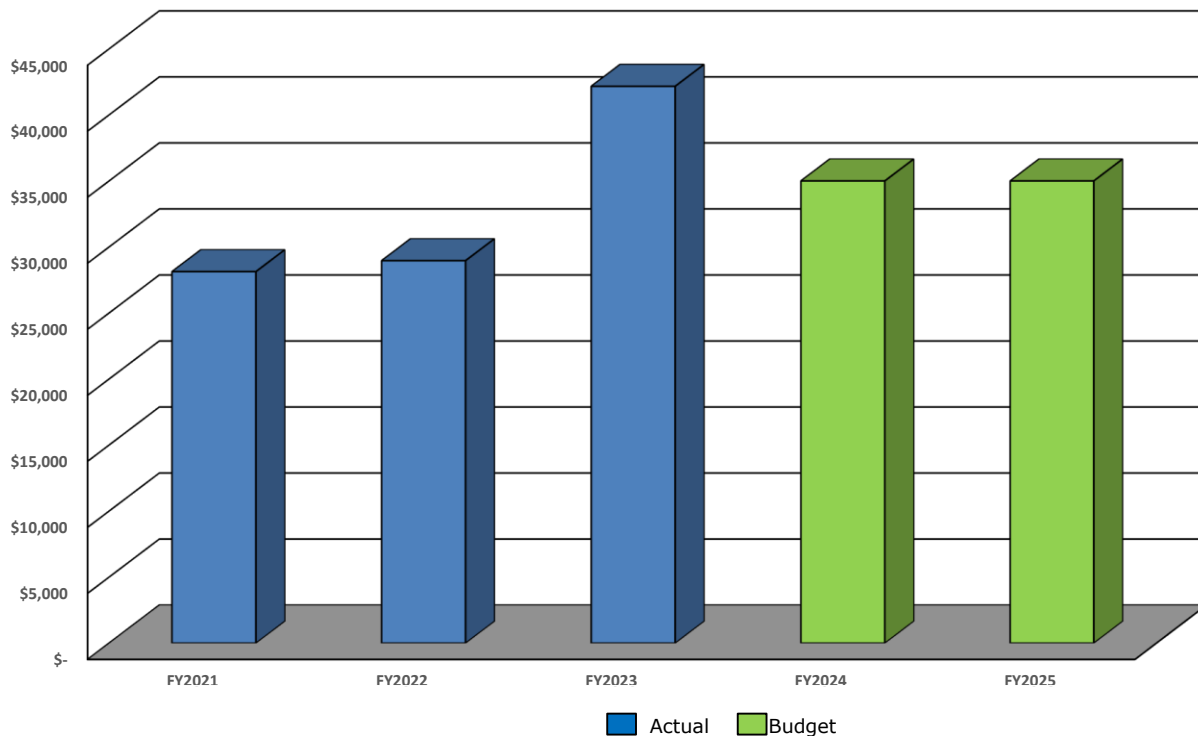
FUND DESCRIPTION:

This fund is used to account for an Information Technology fee derived from each citation issued by the City of Flowery Branch Police officers, for the purpose of improving functionality and efficiency through the use of enhance technology.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Technology Fees	\$ 28,961	\$ 20,000	\$ 35,000
Interest Revenue	-	-	-
Transfer In	-	-	-
Budget Fund Balance	-	15,000	-
Total Revenue	28,961	35,000	35,000
Expenditures:			
Supplies and Operating Charges	42,167	35,000	35,000
Transfers Out	-	-	-
Capital Outlay	-	-	-
Total Expenditures	42,167	35,000	35,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(13,206)</i>	<i>-</i>	<i>-</i>

Information Technology Revenue



Hotel/Motel Tax Fund

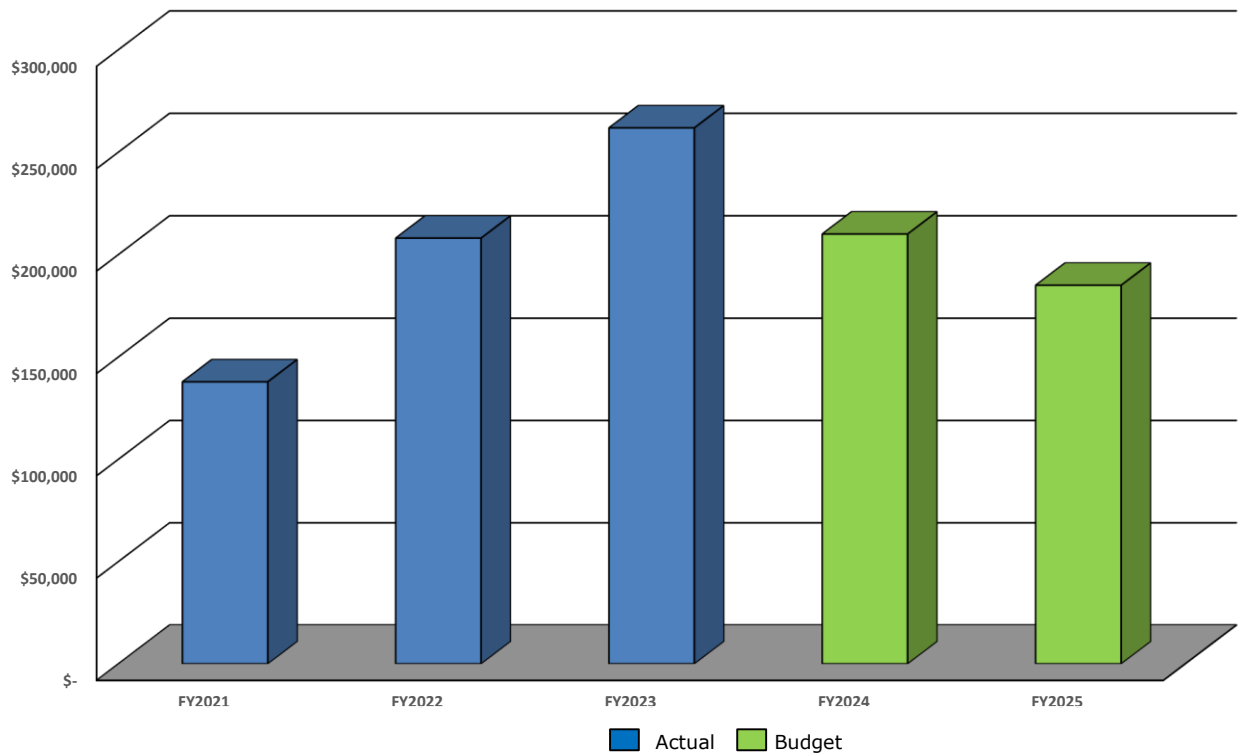
FUND DESCRIPTION:

Hotel/Motel Tax is a tax on room rentals at hotels, motels, Air BNB and VRBO located within the City. The tax was assessed at the rate of 5% for fiscal years before 2020 and was raised to 8% thereafter. The revenue assumption for the fiscal year budget presented here was projected by calculating the forecasted tax bas for the coming fiscal year and then assessing the base at the rate of 8%.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
CVB Hotel Tax Revenue - City's portion	\$ 98,181	\$ 85,000	\$ 70,000
Tourism Product Development	49,091	40,000	35,000
CVB Hotel Tax Revenue - CVB's portion	114,545	85,000	80,000
Interest Revenue	-	-	-
Budget Fund Balance	-	-	-
Total Revenue	261,817	210,000	185,000
Expenditures:			
Capital Outlay	-	-	35,000
Convention Visitors Bureau	114,545	85,000	80,000
Transfers Out	147,272	125,000	70,000
Total Expenditures	261,817	210,000	185,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>0</i>	<i>-</i>	<i>-</i>

Hotel/Motel Revenue



CAPITAL IMPROVEMENT PROGRAM

FUND DESCRIPTION:

These budgets represent the first year of the present five year Capital Improvement Program (CIP). The section also includes a summary of the entire CIP, as well as more detailed information regarding those projects funded for the first year. Capital improvement budgets remain open until the project is completed.

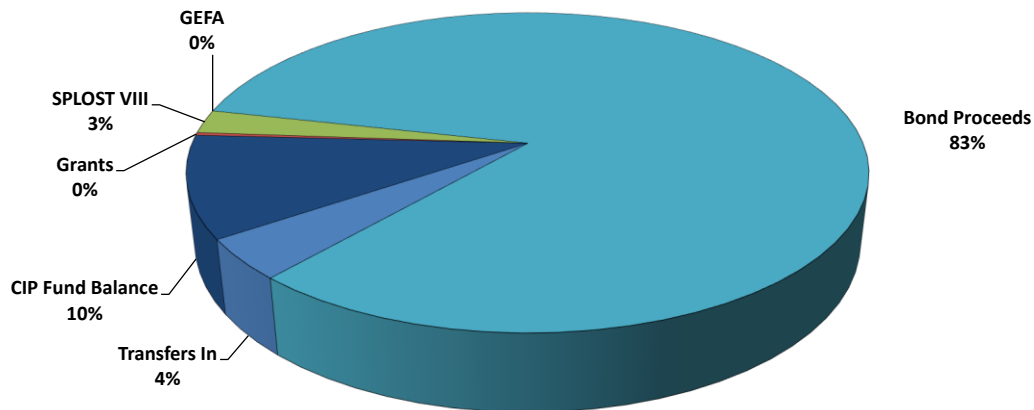
MISSION STATEMENT:

It is the mission of the Capital Improvement Program to identify, measure, and plan for future Capital needs while adhering to the central mission of the City of Flowery Branch.

CAPITAL IMPROVEMENTS PROGRAM FUND SUMMARY

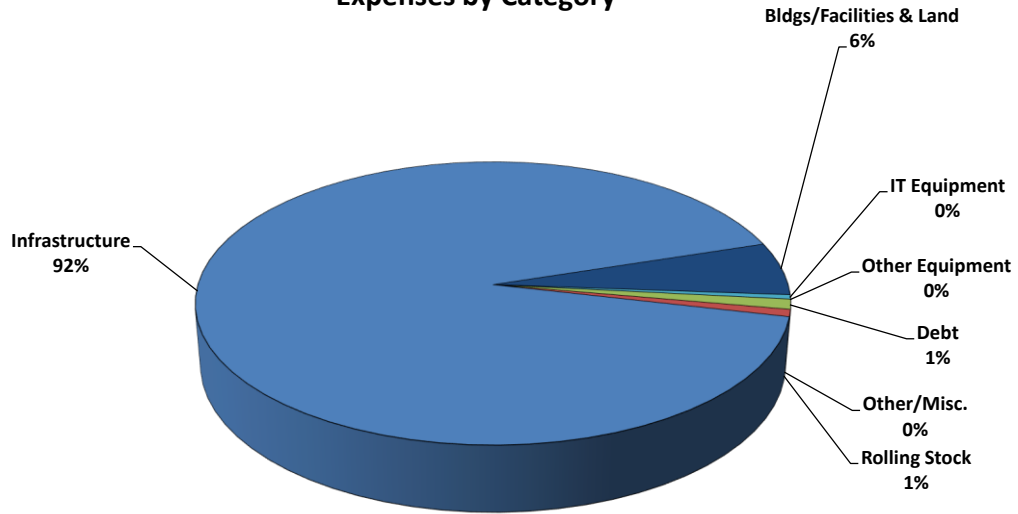
REVENUES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
Intergovernmental:			
Georgia Department of Transportation	\$ -	\$ 85,000	\$ 85,000
Federal Grants	1,005,816	-	-
Hall County	10,000	-	-
SPLOST VII			
SPLOST VIII	1,220,101	1,682,102	715,247
Bond/Lease proceeds	-	-	25,000,000
Contributions	50,000	-	-
GEFA Loan (DWSRF)	3,602,990	1,482,010	-
GEFA Loan (CWSRF)	850,000	10,585,000	-
Water Resources Development Charges	2,677,440	767,990	-
Transfers From:			
General Fund	-	858,805	1,233,515
Hotel/Motel Tax Fund	-	-	-
Information Tech Fund	-	-	-
Department of Water Resources Operating Fund	-	-	-
Local Resources Fund	-	-	-
ARPA	-	1,000,000	-
Budgeted Fund Balance:			
Local Resources Fund Balance	880,019	1,826,345	2,400,000
SPLOST Fund Balance	158,230	-	-
W/S Net Position			695,000
Total Revenues	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

FY 2025 Funding Sources

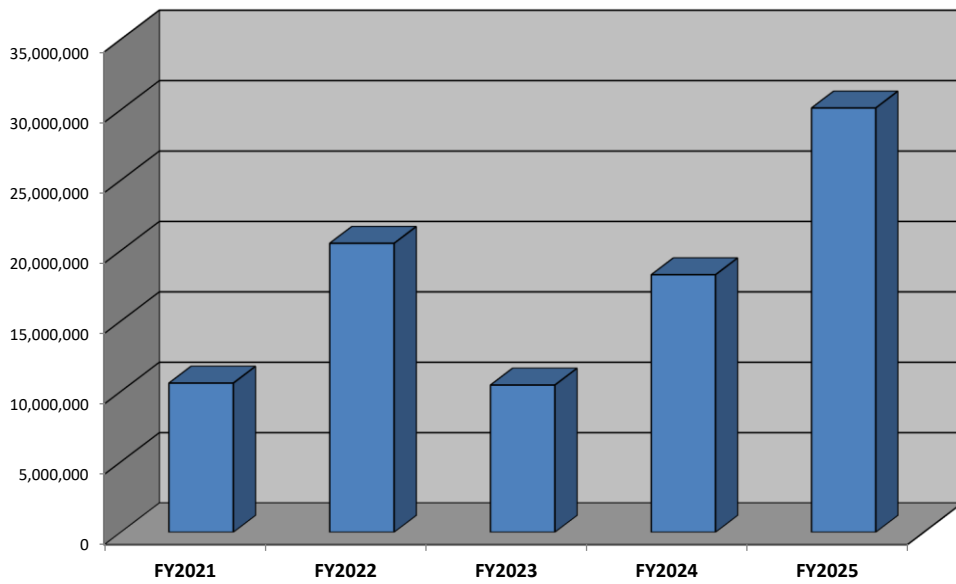


CAPITAL IMPROVEMENT PROGRAM FUND SUMMARY			
EXPENDITURES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
City Managers Office			
Downtown Development Phase II	-	418,305	200,000
City Buildings Security	-	50,000	70,000
Financial Services			
City Hall Debt Services	-	342,917	344,848
IT Equipment Upgrades Annual Program	100,000	25,000	148,710
Community Development Department			
Planning Software	-	50,000	-
Police			
Police Vehicles		329,000	130,000
Public Works - Public Land and Buildings			
Roberts Drive Site Improvements	-	-	600,000
Gateway Signs	-	-	350,000
Annual Paving Program	580,095	1,773,797	1,479,675
Parks Property & Improvements	-	244,428	170,572
Sidewalk Program	-	50,000	50,000
Stormwater Program	-	-	259,957
Replacement Utility Vehicle	-	80,000	
4x4 Crew Cab Truck	-	45,000	
Front End Loader	-	40,000	
East Main Culvert	-	550,000	
Land Acquisition	-	243,805	
Market Pavilion Park and Streetscaping	5,000	-	
Mitchell Street Improvements	185,745	-	
Old Town Stormwater Improvements	550,000	-	
Wastewater Plant Entrance	550,000	-	
Martin Schools Sanitary Sewer	142,000	-	
CW Davis Pump Station	36,230	-	
McEver & Gaines Ferry Traffic Improvements	60,000	-	
Downtown Streetscapes	5,196	-	
City Building Generator	50,000	-	
Tourism			
Landscaping	-	100,000	150,000
Public Bathroom	-	-	150,000
Caboose Renovations	-	30,000	30,000
Tourism Building Renovation	-	-	50,000
Tourism/Event Signs	-	-	100,000
Amphitheater Stage Cover	-	-	150,000
Gateway Sign	-	50,000	
Hammock Park	-	30,000	
Website Upgrades	90,000	-	
Department of Water Resources			
Wastewater Expansion (CWSRF)	-	11,485,000	25,000,000
Waterline Improvements	250,000	140,000	140,000
Water Distribution System Upgrade (DWSRF)	200,000	200,000	200,000
Wells 4 & 5 (DWSRF)	937,990	1,120,000	140,000
4 Door Crew Truck (2)	-	-	115,000
New Elevated Water Tower Lights	-	-	100,000
Wastewater Effluent Discharge Force Main Phase 2 (CW)	750,000	-	-
Wastewater Pump Station Modification (CWSRF)	100,000	100,000	-
Water Distribution at Railroad Crossings (DWSRF)	-	250,000	-
Lights Ferry Water Line (DWSRF)	250,000	250,000	-
SCADA System (DWSRF)	50,000	50,000	-
Atlanta Highway Water line (DWSRF)	140,000	140,000	-
Replacement Generator	-	100,000	-
Interim Wastewater Plant Improvements	1,080,488	-	-
Elevated Water Tank	1,875,000	-	-
Roberts Drive Pump Station	250,000	-	-
Modify Well Pumps and Well House No. 1 & 3	150,000	-	-
Gainesville Sewer Line	2,066,852	-	-
Total Expenditures	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

Expenses by Category



Five-Year Budgeted Funding Trend



Water & Sewer Fund

DEPARTMENT DESCRIPTION:

The Water & Sewer Fund is used for activities connected with the development, operations and maintenance of water and sewer service in the City of Flowery Branch. This is an enterprise fund, financed and operated in a manner similar to private business enterprises. Such funds are self-supporting in nature where the costs, including depreciation, of providing goods or services on a continuing basis are finance or recovered primarily through user charges.

MISSION STATEMENT:

To protect public health and the environment through the delivery of safe and reliable water and wastewater services with a commitment to future generations.

GOALS & OBJECTIVES:

1. Maintain operational reliability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Improve existing wastewater outfall line.
- * Bring wells #4 and #5 online.
- * Replace Electronic and Mechanical Equipment at WWTP that's over 20 years old.
- * Replace Electronic and Mechanical Equipment in Collection and Distribution system that's over 20 years old.

2. Ensure financial stability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Ongoing account reviews to ensure account collections are received in a timely manner.

3. Ensure regulatory compliance.

- * Ensure reporting to EPD is completed in a timely manner.
- * Exceed the water and wastewater quality requirements in the discharge permit for all parameters.

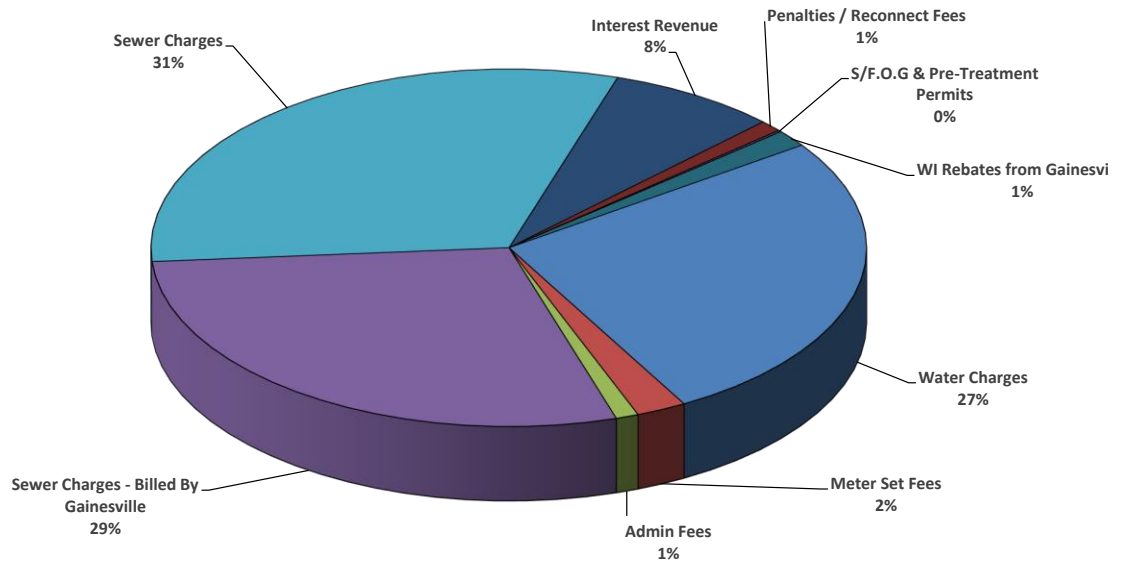
PERFORMANCE MEASURES

MEASURES	ACTUAL			YTD thru 12/31	BUDGET	
	FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Gallons of Water Capacity increased (daily)	N/A	N/A	N/A	400,000	400,000	400,000
% of accounts reviewed	N/A	N/A	N/A	100	100%	100%
# of months water and wastewater quality exceeds permit	N/A	N/A	N/A	12	12	12
Gallons of Wastewater Capacity increased (daily)	N/A	N/A	N/A	0.9 MGD	0.9 MGD	0.9 MGD
Total Wastewater Capacity	.9 MGD	.9 MGD	.9 MGD	0.9 MGD	0.9 MGD	0.9 MGD

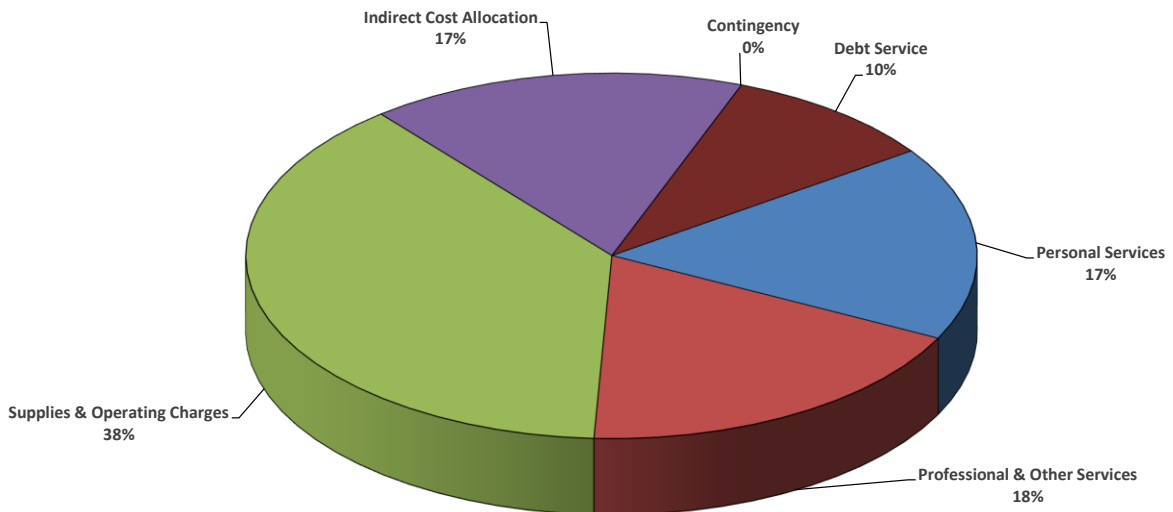
Water & Sewer Fund Summary:

Revenues	FY2023		FY2024		FY2025	
	Actual		Budget		Budget	
Water Charges	\$ 1,186,538	\$	1,100,000	\$	1,302,500	
Meter Set Fees	43,185		15,000		110,520	
Admin Fees	53,318		42,000		50,000	
Sewer Charges - Billed By Gainesville	1,256,296		1,100,000		1,400,000	
Sewer Charges	1,160,745		1,130,100		1,525,000	
Bank Fees / Bad Check Fees	158		-		-	
Interest Revenue	66,609		332,200		375,000	
Penalties / Reconnect Fees	58,502		50,000		50,000	
W&S Misc Revenue	(34,838)		-		-	
S/F.O.G & Pre-Treatment Permits	8,280		7,000		7,500	
WI Rebates from Gainesville	68,232		30,000		75,000	
Transfers in - Development Charges	330,214		-		-	
Budgeted Net Position	-		-		-	
Total Revenues	\$ 4,197,238	\$	3,806,300	\$	4,895,520	
Expenses						
Personal Services	1,279,805		711,090	\$	839,324	
Professional & Other Services	592,488		678,900	\$	894,473	
Supplies & Operating Charges	840,938		800,800	\$	1,872,448	
Indirect Cost Allocation	-		789,679	\$	812,759	
Capital Outlay	-		-	\$	12,000	
Depreciation	485,790		-		-	
Contingency	-		380,918		-	
Debt Service	52,337		444,913		464,516	
Total Operating Expenses	\$ 3,251,358	\$	3,806,300	\$	4,895,520	
Excess Revenues Over/(Under) Expenses	\$ 945,879	\$	-	\$	-	

Water & Sewer Revenue



Water & Sewer Expenses



EMPLOYEE BENEFITS FUND

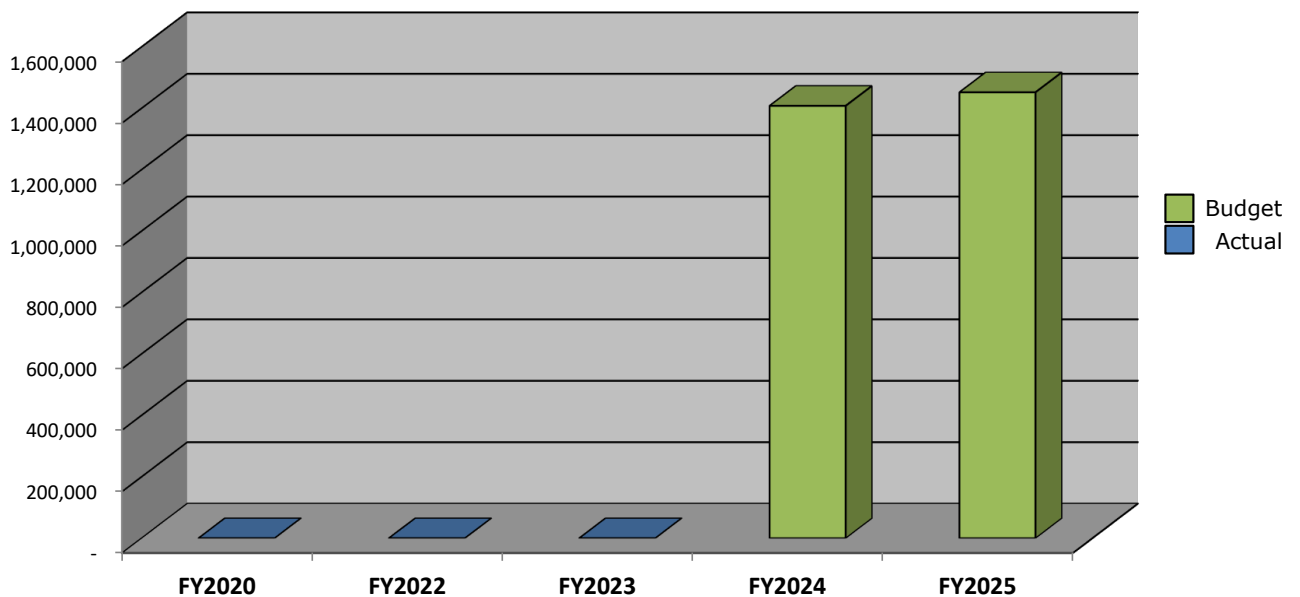
DEPARTMENT DESCRIPTION:

The Employee Benefits Fund accounts for the cost of providing life, health and other insurance benefits to City employees and retirees and their dependents, plus administrative costs and claims associated with these insurance components. As this is an internal service fund, which is used to provide goods and services to the departments and agencies within the city, costs of these goods and services are charged to the various departments.

EMPLOYEE BENEFITS FUND SUMMARY

REVENUES	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
Premiums	\$ -	\$ 1,408,000	\$ 1,452,000
Interest	-	-	-
Transfers in	-	-	-
Budgeted Net Position	-	-	-
Total Revenues	-	1,408,000	1,452,000
EXPENDITURES			
Personal Services	-	122,552	131,518
Health Insurance Premiums/Claims Expense	-	892,278	903,633
Life Insurance Premiums	-	5,233	5,398
Vision Insurance Premiums	-	4,734	5,208
Dental Insurance Premiums	-	28,824	30,743
Long-term Disability Insurance	-	17,871	16,500
Administration/Wellness Program	-	23,000	23,000
Pension cost	-	270,000	336,000
Other Costs	-	43,508	-
Total Expenditures	\$ -	\$ 1,408,000	\$ 1,452,000
Excess Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -

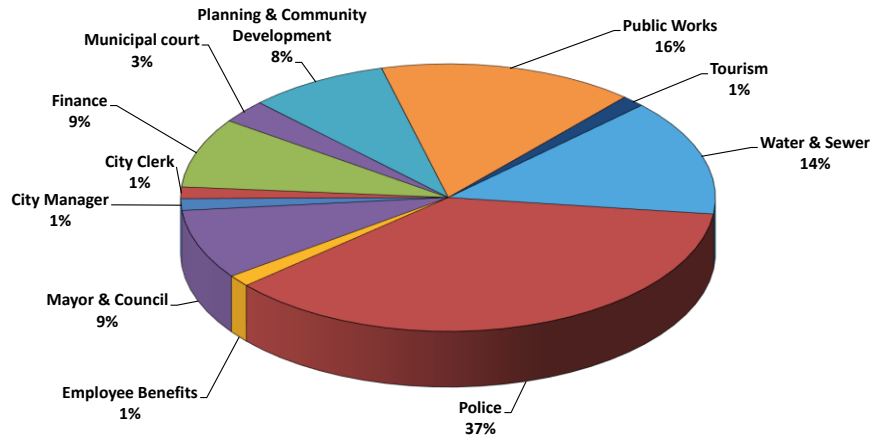
Employee Benefits Five Year Trend



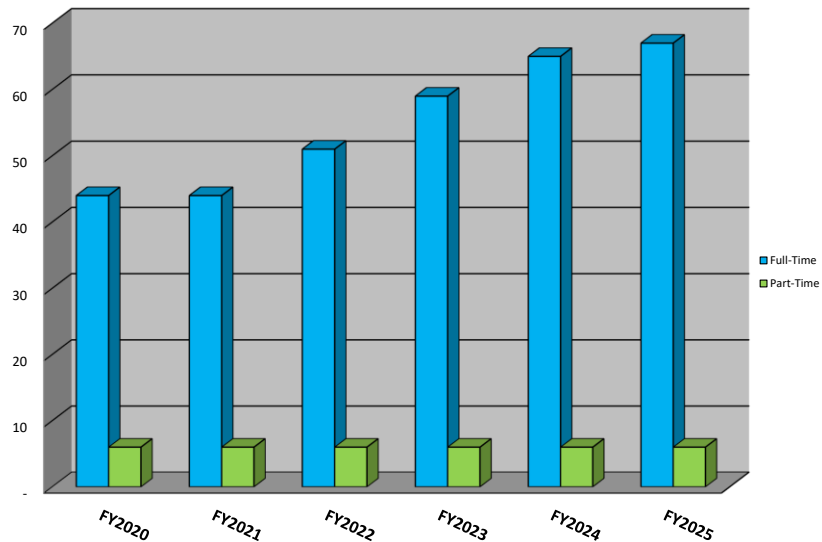
FISCAL YEAR 2025 AUTHORIZED POSITIONS

DEPARTMENTS	(5-year Summary)									
	Budget									
	FY2021		FY2022		FY2023		FY2024		FY2025	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Mayor & City Council		6		6		6		6		6
City Manager	1		1		1		1		1	
City Clerk	1		1		1		1		1	
Financial Services	4		5		6		6		6	
Municipal Court	2		2		2		2		2	
Planning & Community Development Dept.	3		4		5		6		6	
Police Department	16		18		22		26		26	
Public Works	8		10		11		11		11	
Tourism	-		1		2		2		3	
Employee Benefits	-		-		-		1		1	
Total General Fund	35	6	42	6	50	6	56	6	57	6
Water & Sewer	9	-	9	-	9	-	9	-	10	-
TOTAL AUTHORIZED POSITIONS	44	6	51	6	59	6	65	6	67	6

Authorized Positions by Fund FY 2025



Five-Year Positional Change Chart





FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Adoption of Resolution 24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution 24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

The city is in the process of building a new wastewater treatment facility. The total cost is 43.3 million dollars and additional funding is needed to complete the project. Several years ago, the city procured GEFA funding in the amount of 23.3 million, which will partially fund the project.

FACTS AND ISSUES:

The City procured 23.3 million in funding from GEFA, which will partially fund the wastewater treatment facility project. Additional funding is needed to complete the project and the city has determined that the issuance of a \$25 million bond is the most advantageous for the City.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

SAMPLE MOTION:

I make a motion to approve Resolution #24-004 Approving the issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City and also Approve the Execution of the

Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [RESOLUTION NO.24-004 ISSUANCE OF BONDS.pdf](#)
- [INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT.pdf](#)
- [Continuing Disclosure Certificate.pdf](#)
- [Executive Summary - FY2024 Bond.pdf](#)

RESOLUTION NO.24-004

APPROVING THE ISSUANCE OF THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF FLOWERY BRANCH PROJECT), SERIES 2024, TO FINANCE PART OF THE COSTS OF THE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT OF THE CITY AND ALSO APPROVE THE EXECUTION OF THE INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT WITH THE AUTHORITY, THE BOND PURCHASE AGREEMENT WITH STIFEL, NICOLAUS & COMPANY, INCORPORATED (THE UNDERWRITER FOR THE SALE OF THE BONDS), AND THE CONTINUING DISCLOSURE CERTIFICATE IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the Gainesville and Hall County Development Authority (the “Authority” or the “Issuer”) and the City of Flowery Branch, Georgia (the “City”) propose to enter into an Intergovernmental Installment Sale Agreement, dated as of July 1, 2024 (the “Installment Sale Agreement” or the “Agreement”), under the terms of which they will approve the construction, renovation, expansion, and equipping of the existing wastewater treatment facility located within the City of Flowery Branch, Georgia (the “Facility”), including (i) the expansion of treatment capacity to 1,500,000 gallons per day, and (ii) the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge (collectively hereinafter referred to as the “Project”); and

WHEREAS, pursuant to the Installment Sale Agreement, the Authority will provide for the construction, renovation, expansion, and equipping of the Project and the City will purchase, operate and maintain the Project for the benefit of the citizens of the City and pay for such facilities in amounts sufficient to enable the Authority to pay the principal of, redemption premium, if any, and interest on the Series 2024 Bonds as same become due and payable, all as more fully set forth therein; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Authority for the lease or sale to the City of the buildings and facilities of the Authority; and

WHEREAS, to accomplish the aforesaid undertaking, it is necessary that the Authority issue its revenue bonds in the aggregate principal amount of **[\$25,000,000]**, which revenue bonds shall be issued in a single series denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”); and

WHEREAS, the Issuer has agreed to acquire the Facility from the City , and construct, renovate, expand and equip the Facility, and then sell the renovated and expanded Facility to the City; and

WHEREAS, the proceeds of the Series 2024 Bonds will be applied by the Authority to the payment of (i) the costs of acquiring, constructing, renovating, expanding, and equipping the Project, and (ii) the costs of issuance of the Bonds; and

WHEREAS, the Authority has determined by resolution dated June 20, 2024 (the “Bond Resolution”) that the issuance of the Bonds for the purpose of financing the acquisition, construction, installation and equipping of the Project will further the public purpose for which the Authority was created; and

WHEREAS, the City has determined that the issuance of the Bonds by the Authority for the purpose of financing the acquisition, construction, renovation, expansion, and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants thereof; and

WHEREAS, the City wishes to approve the issuance of the Series 2024 Bonds for the purposes herein set forth and to approve the terms of the Series 2024 Bonds; and

WHEREAS, to secure the payment of the Series 2024 Bonds, it is necessary that all right, title and interest of the Authority in the Installment Sale Agreement be assigned to a corporate trustee under the terms of a Trust Indenture (the “Indenture” or the “Trust Indenture”), dated as of July 1, 2024, to be entered into by and between the Authority and Regions Bank, Atlanta, Georgia, as trustee (the “Trustee” or the “Paying Agent”); and

WHEREAS, to finance the overall undertaking now contemplated, the Series 2024 Bonds shall be issued and delivered, and on June 20, 2024, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) offered the Series 2024 Bonds for sale and it is necessary for the City to authorize the execution, delivery and performance of a Bond Purchase Agreement, dated June 20, 2024 (the “Purchase Agreement”), by and among the City, the Authority and the Underwriter; and

WHEREAS, it is proposed that the City ratify and approve the distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) and a final Official Statement (the “Official Statement”) used in connection with the offering and sale of the Series 2024 Bonds; and

WHEREAS, it is necessary that the City authorize the execution and delivery of that certain Continuing Disclosure Certificate, to be dated as of the date of issuance of the Series 2024 Bonds (the “Disclosure Certificate”), relating to the issuance of the Series 2024 Bonds;

NOW, THEREFORE, BE IT RESOLVED, by the City, and it is **HEREBY RESOLVED**, as follows:

Section 1. Authorization of Agreement. The execution, delivery and performance of the Installment Sale Agreement by and between the Authority and the City be and the same are hereby authorized. The Installment Sale Agreement shall be in substantially the form attached hereto as **Exhibit “A,”** subject to such minor changes, insertions and omissions as may be approved by the Authority and the City, and the execution of the Installment Sale Agreement by the Mayor and City Clerk as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Terms of the Series 2024 Bonds. For the purpose of paying (i) the costs of acquiring, constructing, renovating, expanding, and equipping the Project, and (ii) the costs of issuance of the Series 2024 Bonds, the issuance of the Series 2024 Bonds is hereby authorized and approved. The Series 2024 Bonds shall be issued in the principal amount of **[\$25,000,000]**, and shall be denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024. The Series 2024 Bonds shall be dated the date of issuance and delivery thereof, shall be initially issued in book-entry only form as fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof, shall be transferable to subsequent owners as therein provided, and shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months), at the annual rates set forth below, all interest payable semiannually on June 1 and December 1 in each year, commencing December 1, 2024, and shall bear interest on overdue principal and, to the extent legally enforceable, on overdue installments of interest and other amounts payable under the Series 2024 Bonds, for each day until paid at the rate of interest borne by the Series 2024 Bonds, and shall mature on June 1 in each of the years and in the principal amounts set forth in the following table:

<u>Maturity</u> <u>Date</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2027	125,000		2041	350,000	
2028	130,000		2042	365,000	
2029	140,000		2043	380,000	
2030	145,000		2044	395,000	
2031	150,000		2045	620,000	
2032	160,000		2046	750,000	
2033	170,000		2047	2,075,000	
2034	175,000		2048	2,160,000	
2035	185,000		2049	2,255,000	
2036	195,000		2050	2,350,000	
2037	290,000		2051	2,455,000	
2038	305,000		2052	2,560,000	
2039	320,000		2053	2,670,000	
2040	335,000		2054	2,790,000	

Section 3. Installment Sale Agreement Payments. The Installment Sale Agreement Payments due under Section 402 of the Installment Sale Agreement relating to the payment of the principal of and interest on the Series 2024 Bonds shall be equal to the amounts set forth on **Exhibit “B”** attached hereto and by reference made a part hereof, plus any additional amounts required pursuant to the terms of the Installment Sale Agreement and subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Trust Indenture.

Section 4. Purchase and Sale of the Facility. The sale of Facility to the Authority and the purchase of the Facility from the Authority pursuant to the Installment Sale Agreement is hereby authorized.

Section 5. Pledge of Installment Sale Agreement Payments to Secure Payment of the Series 2024 Bonds. The Series 2024 Bonds shall be payable solely out of the payments payable by the City to the Authority under the Installment Sale Agreement, and the assignment by the Authority of its rights, including the purchase payments, under the Installment Sale Agreement to secure the Series 2024 Bonds is consented to and approved.

Section 6. Validation of Series 2024 Bonds. The Mayor and the City Clerk are hereby authorized to execute and deliver any answers, acknowledgements, affidavits or other documents or instruments as may be necessary or appropriate in connection with the validation of the Series 2024 Bonds in the Superior Court of Hall County.

Section 7. Authorization of Purchase Agreement. The execution, delivery and performance of the Purchase Agreement by the Mayor and the City Clerk are hereby authorized and approved. The Purchase Agreement shall be in substantially the form presented at this meeting, subject to such minor changes, insertions and omissions as may be approved by the Mayor. The execution of the Purchase Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval. The seal of the City shall be affixed to the Purchase Agreement.

Section 8. Approval of Offering Documents. The use and distribution of the Preliminary Official Statement substantially in the form presented to the City at this meeting and on file with the City Clerk are hereby approved and ratified, and the execution and delivery of the Official Statement in final form are authorized, and said Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by the Mayor, and the execution of said Official Statement by the Mayor as hereby authorized shall be conclusive evidence of any such approval. The Mayor is hereby authorized to execute and deliver all such documents or certificates as may be reasonably requested of the City to “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 9. Authorization of Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate by the Mayor and City Clerk is hereby authorized and approved. The Disclosure Certificate shall be in substantially the form presented at this meeting, subject to such minor changes, insertions and omissions as may be approved by the Mayor. The execution of the Disclosure Certificate by the Mayor and the City Clerk as hereby authorized shall be conclusive evidence of any such approval. The seal of the City shall be affixed to the Disclosure Certificate.

Section 10. Authorization of Execution of Documents. The Mayor and the proper officers, agents and employees of the City be and are hereby authorized and directed to execute any agreements, certificates, documents or instruments necessary to accomplish the undertaking contemplated hereby for and on behalf of the City, and the City Clerk be and is hereby authorized and directed to attest the same and impress the official seal of the City thereon.

Section 11. Actions Approved and Confirmed. All acts and doings of the Mayor and City Clerk which are in conformity with the purpose and intent of this Resolution and in furtherance of the issuance of the Series 2024 Bonds shall be, and the same hereby are, in all respects approved and confirmed. The City has determined that the issuance of the Series 2024 Bonds by the Authority for the purpose of financing the acquisition, construction, installation and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants hereof.

Section 12. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 13. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

RESOLVED, ADOPTED AND APPROVED, this 20th day of June, 2024.

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT “A”

Installment Sale Agreement

EXHIBIT “B”

**Installment Sale Agreement Payments
(Bond Debt Service)**

Total \$_____ \$_____ \$_____

*Installment Sale Agreement Payments are due on or before three (3) business days prior to each date on which a payment is due on the Series 2024 Bonds commencing with the December 1, 2024 payment date.

SECRETARY'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Shelia Cooper, City Clerk of the City of Flowery Branch, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a Resolution adopted by the City, at an open public meeting duly called and lawfully assembled at ____:____ o'clock, P.M., on June 20, 2024, the original of said Resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the City Council were present at said meeting:

and the following members were absent:

and that said Resolution was duly adopted by a vote of

Aye

Nay

WITNESS my hand and the official seal of the City, this 20th day of June, 2024.

City Clerk of the City of Flowery Branch, Georgia

(SEAL)

INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT

by and between

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

and

CITY OF FLOWERY BRANCH, GEORGIA

Dated as of July 1, 2024

The rights and interest of the Gainesville and Hall County Development Authority in this Intergovernmental Installment Sale Agreement and the revenues and receipts derived therefrom have been assigned and pledged under a Trust Indenture, dated July 1, 2024, between the Gainesville and Hall County Development Authority and Regions Bank, as Trustee.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	3
ARTICLE II. REPRESENTATIONS.....	5
Section 201. Representations by the Authority.....	5
Section 202. Representations and Agreements by the City.....	6
ARTICLE III. ISSUANCE OF BONDS; ACQUISITION OF THE FACILITY; PROCEEDS; COMMENCEMENT AND COMPLETION OF THE PROJECT	6
Section 301. Authority Agreements.....	6
Section 302. Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds.	7
Section 303. Acquisition of the Project.	7
Section 304. In Event the General Accounts of the Project Fund Insufficient.....	8
Section 305. Grant of Possession and Use of the Project; Operation of the Project.	9
ARTICLE IV. EFFECTIVE DATE OF THIS INSTALLMENT SALE AGREEMENT; DURATION OF TERM; INSTALLMENT SALE AGREEMENT PAYMENT PROVISIONS.....	9
Section 401. Effective Date of this Installment Sale Agreement; Duration of Term.....	9
Section 402. Installment Sale Agreement Payments.	9
Section 403. Budget and Tax Levy to Pay Installment Sale Agreement Payments.....	10
Section 404. [Reserved].	10
Section 405. Optional Prepayment; Redemption of Bonds.....	10
Section 406. Obligations of the City Hereunder Absolute and Unconditional.	11
Section 407. Enforcement of Obligations.	12
Section 408. No Set-Off.	12
Section 409. Reconveyance of Project.....	12
ARTICLE V. SPECIAL COVENANTS OF THE CITY	12
Section 501. Use of Proceeds and Specific Tax Covenant.....	12
Section 502. Arbitrage Covenants.	13
Section 503. Rules and Regulations.....	13
Section 504. Contracting Procedure.....	14
Section 505. Liens.	14
Section 506. Insurance.	14
Section 507. Obligations of the City under the Indenture.	14
Section 508. Operation and Maintenance of the Project; Modification of Project.	15
Section 509. Continuing Disclosure Certificate.....	15
ARTICLE VI. SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY AND THE CITY	15
Section 601. No Warranty of Condition or Suitability by the Authority.	15
Section 602. Inspection of the Project.	15

Section 603.	Granting of Easements; Sale.....	15
Section 604.	Further Assurances and Corrective Instruments, Recordings and Filings.....	16
Section 605.	Release Covenant.....	16
ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES		17
Section 701.	Events of Default Defined.	17
Section 702.	Remedies on Default.....	17
Section 703.	No Remedy Exclusive.....	18
Section 704.	No Additional Waiver Implied by One Waiver.	18
ARTICLE VIII. PREPAYMENT OPTION OF THE CITY		18
Section 801.	Optional Prepayments.....	18
Section 802.	Exercise of Optional Prepayment.	18
ARTICLE IX. MISCELLANEOUS		19
Section 901.	Agreement to Pay Attorneys' Fees and Expenses.....	19
Section 902.	Notices.....	19
Section 903.	Binding Effect.	19
Section 904.	Severability.....	19
Section 905.	Amendments, Changes and Modifications.....	19
Section 906.	Execution in Counterparts.....	20
Section 907.	Captions.....	20
Section 908.	Law Governing Installment Sale Agreement.	20
Section 909.	City a Party to Validation.....	20
Section 910.	Redemption of Bonds.	20
Section 911.	Indemnification.	20

EXHIBIT “A” Description of the Project

INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT

THIS INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT is entered into as of July 1, 2024, by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the “Authority”), a public body corporate and a political subdivision of the State of Georgia, duly organized and existing under the Constitution and laws of the State of Georgia, and the **CITY OF FLOWERY BRANCH, GEORGIA** (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an Amendment to Article VII, Section V, Paragraph I of the Georgia Constitution of 1945 (Georgia Laws 1964, pp. 866 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1964, pp. 2282 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1978, pp. 3579, et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1982, pp. 4300, et seq.) and an Act of the General Assembly of Georgia (Georgia Laws 1986, pp. 4328, et seq.), as the same may be amended from time to time (the “Act” or the “Authority Act”); and

WHEREAS, pursuant to the Act, the Authority is authorized to undertake any “project” that is for any industrial, commercial, business, office, parking, public or other use, provided that the Authority determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, the Authority was created for the purpose of promoting and expanding for the public good and welfare industry and trade within Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the “County”), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Revenue Bond Law, the Authority has the power to undertake, construct, maintain and operate any “undertaking” and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any “undertaking” of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an “undertaking” includes “Systems, plants, works, instrumentalities, and properties” which are “used or useful in connection with the ... treatment, and disposal of water for public and private uses,” or “in connection with the collection, treatment, and disposal of sewage, waste, and storm water; together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other sewer and water mains, filtration works, pumping stations, and equipment”; and

WHEREAS, under the Act, the Authority is further empowered to enter into contracts, leases, agreements, and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvements, equipping, operation, or maintenance of a project or with respect to the use of such project which it causes to be erected or acquired, and to contract with any person, firm, corporation, entity or political subdivision, including the City of Flowery Branch, Georgia (the “City”), to acquire, construct, add to, extend, improve, equip, operate and maintain a project upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, the Authority and the City have agreed that the Authority will acquire the existing wastewater treatment facility located within the City of Flowery Branch, Georgia (the “Facility”) and construct, renovate, expand and equip the Facility, including the expansion of treatment capacity to 1,500,000 gallons per day, and the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge (hereinafter collectively referred to as the “Project”); and

WHEREAS, the Issuer has agreed to acquire the Facility from the City and construct, renovate, expand and equip the Facility and then sell the Project to the City; and

WHEREAS, the Issuer, as permitted under the Act, has the power to undertake the Project and sell the Project to the City; and

WHEREAS, the Authority has been advised by the City that the estimated amount necessary to finance the proposed acquisition of the Facility and the construction, renovation, expansion, and equipping of the Project, including expenses incidental thereto is at least \$25,000,000, and the Authority has determined that the most feasible method of accomplishing the proposed undertaking is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[\$25,000,000]**; and

WHEREAS, the Authority has determined that such revenue bonds shall be issued in a single series denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”); and

WHEREAS, the proceeds of the Series 2024 Bonds will be applied by the Authority to the payment of (i) the costs of the acquisition of the Facility, (ii) the costs of constructing, renovating, expanding, and equipping the Facility and (iii) the costs of issuance of the Bonds; and

WHEREAS, the Authority desires to provide for the acquisition, construction, renovation, expansion, and equipping of the Project and the City desires to purchase the Project and operate and maintain the Project for the benefit of the citizens of the City and pay for the Project in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2024 Bonds as same become due and payable, all as more fully set forth therein; and

WHEREAS, as provided in the resolution of the Authority adopted on June 20, 2024 (the “Bond Resolution”), the Authority determined that the financing of the acquisition, construction, renovation, expansion, and equipping of the Project through the issuance of the Series 2024 Bonds is lawful and for a valid public purpose and it will further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on June 20, 2024 (the “City Resolution”), that the issuance of the Bonds by the Authority for the purpose of financing the acquisition, construction, renovation, expansion, and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Authority for the sale to the City of the facilities or services of the Authority; and

WHEREAS, pursuant to the Authority Act, the Authority is authorized to issue revenue bonds to finance “projects” of the Authority under such terms and conditions as the Authority deems appropriate; and

WHEREAS, pursuant to the Revenue Bond Law the Authority has the power to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any “undertaking” of the Authority; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond law; and

WHEREAS, the Authority and the City are desirous of entering into this Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, pursuant to which the Authority will provide for the acquisition, construction, renovation, expansion, and equipping of the Project and the City, pursuant to rights granted by the Authority, will purchase, operate and maintain the Project for the benefit of the citizens of the City and pay for the Project in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2024 Bonds, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by the Authority and the City, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed, and in consideration of the respective considerations and contracts hereinafter contained, the Authority and the City agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the words and terms elsewhere defined in this Intergovernmental Installment Sale Agreement or in the Indenture, the following words and terms as used in this Intergovernmental Installment Sale Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“**Act**” or “**Authority Act**” shall mean an Amendment to Article VII, Section V, Paragraph I of the Georgia Constitution of 1945 (Georgia Laws 1964, pp. 866 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1964, pp. 2282 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1978, pp. 3579, et seq.), an Act of the General Assembly of Georgia

(Georgia Laws 1982, pp. 4300, et seq.) and an Act of the General Assembly of Georgia (Georgia Laws 1986, pp. 4328, et seq.), as the same may be amended from time to time.

“Authority” shall mean the Gainesville and Hall County Development Authority, its successors and assigns.

“Bond Fund” shall mean the Gainesville and Hall County Development Authority Bond Fund—City of Flowery Branch Project created in Section 601 of the Indenture.

“Bondholder” and “bondholder” means the registered owner of any of the outstanding Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the temporary, proposed or final regulations promulgated thereunder and applicable thereto.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds, to be dated the date of issuance of the Bonds.

“City” means the City of Flowery Branch, Georgia, and its successors or assigns.

“Facility” means the existing wastewater treatment facility located within the City of Flowery Branch, Georgia.

“Fiscal Year” shall mean the period commencing on the 1st day of January in each calendar year and extending through the 31st day of December of such calendar year, or such other period as shall hereafter be adopted by the Authority as herein provided.

“Indenture” means the Trust Indenture, dated as of July 1, 2024, between the Authority and the Trustee, as same may be supplemented from time to time.

“Interest Payment Date” shall mean the 1st day of June and December of each year commencing with December 1, 2024.

“Installment Sale Agreement” means this Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, by and between the Authority and the City, as same from time to time may be amended.

“Installment Sale Agreement Payments” or “Installment Sale Agreement Payment” means an amount equal to the principal of and the interest on the Series 2024 Bonds coming due on the next succeeding June 1 and an amount equal to the interest on the Series 2024 Bonds coming due on the next succeeding December 1 in each year; provided, however, the City shall receive a credit against any required Installment Sale Agreement Payment to the extent moneys are on deposit in the Bond Fund and available to pay debt service on the Series 2024 Bonds coming due on the next succeeding June 1 or December 1, as the case may be, plus the charges as billed specified in subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture, and any deficit in any preceding Installment Sale Agreement Payment.

“Revenue Bond Law” means the Revenue Bond Law, Title 36, Chapter 82, Article 3 of the Official Code of Georgia Annotated, as amended, and as same may hereafter be amended from time to time.

“Series 2024 Bonds” or “Bonds” means the [\$25,000,000] aggregate principal amount Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 authorized to be issued pursuant to Article II of the Indenture.

“Term” shall have the meaning specified in Section 401 hereof.

“Trustee” means Regions Bank, Atlanta, Georgia, its successors and assigns, or any successor trustee hereafter appointed pursuant to the Indenture.

“Project” means the acquisition of the Facility and the construction, renovation, expansion, and equipping of the including the expansion of treatment capacity to 1,500,000 gallons per day, and the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge, which Project is referred to in the preamble to this Installment Sale Agreement and is more particularly described on **Exhibit “A”** attached hereto and made a part hereof.

“Project Fund” means the Gainesville and Hall County Development Authority Project Fund created pursuant to Section 502 of the Indenture.

ARTICLE II.

REPRESENTATIONS

Section 201. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Installment Sale Agreement and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Installment Sale Agreement, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence;

(b) The issuance and sale of the Series 2024 Bonds, the execution and delivery of this Installment Sale Agreement and the Indenture, and the performance of all covenants and agreements of the Authority contained in this Installment Sale Agreement and the Indenture and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Installment Sale Agreement a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(c) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its title to and interest in the Project will or may

be, impaired or encumbered in any manner except as permitted herein and the Indenture and except for acts or things done or permitted by the City; and

(d) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Installment Sale Agreement or the ability of the Authority to comply with any of its obligations under this Installment Sale Agreement.

Section 202. Representations and Agreements by the City.

The City makes the following representations and agreements:

(a) The City is a political subdivision duly created and validly existing under the laws of the State of Georgia having power to enter into and execute and deliver this Installment Sale Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Installment Sale Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Installment Sale Agreement and the Indenture, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Installment Sale Agreement by it except as shall have been obtained as of the date hereof;

(b) This Installment Sale Agreement has been duly executed and delivered by the City and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The authorization, execution, delivery, and performance by the City of this Installment Sale Agreement and compliance by the City with the provisions thereof do not violate the laws of the State of Georgia relating to the City or constitute a breach of or a default under any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound; and

(d) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse affect on the right of the City to execute this Installment Sale Agreement or its ability to comply with any of its obligations under this Installment Sale Agreement.

ARTICLE III.

ISSUANCE OF BONDS; ACQUISITION OF THE FACILITY; PROCEEDS; COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 301. Authority Agreements.

The Authority agrees that it will acquire the Facility from the City on the date of issuance of the Bonds, and the City agrees to convey the Facility to the Authority on the date of issuance of the Bonds. The Authority hereby sells to the City, and the City hereby purchases from the Authority, the Project, including the Facility, in return for the payments set forth in Section 402 hereof, for the Term set forth in Section 401 hereof and in accordance with the provisions of this Installment Sale

Agreement. The Authority makes no warranties to the City with respect to the Project. The Authority hereby agrees to proceed as promptly as possible with the adoption of a resolution approving the Indenture and the acquisition, construction, installation and equipping of the Project. The Indenture shall provide for the creation and maintenance of the Bond Fund. All Installment Sale Agreement Payments received by the Authority shall be deposited directly into the Bond Fund for the account of the Authority and used to pay the principal of and interest on the Series 2024 Bonds as the same shall become due and payable; provided, however, Installment Sale Agreement Payments required pursuant to subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture shall not be deposited directly into the Bond Fund but shall be paid by the City, on behalf of the Authority, to the persons or entities required and for the purposes set forth in the Indenture. All Installment Sale Agreement Payments received by the Authority, including the investment earnings thereon, shall not be commingled with any other funds of the Authority or of any other person or entity and any such moneys so received shall be used as provided herein or in the Indenture. The Authority agrees to execute a limited warranty deed and bill of sale to convey the Project to the City and to deliver the same to the City at the date of completion of the Project. Said limited warranty deed and bill of sale shall convey to the City the fee simple title to the Project subject to this Installment Sale Agreement and free and clear from all encumbrances except encumbrances to which the City has consented or which the City created. The Authority shall execute such other instruments and documents as the City may reasonably request to perfect the transfer of title to the Project to the City.

Section 302. Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds.

The Authority agrees that it will promptly approve the execution and delivery of the Indenture authorizing the issuance of the Series 2024 Bonds and proceed with the validation and issuance thereof. The proceeds from the sale of the Series 2024 Bonds shall be applied as provided in the Indenture and the City hereby approves the issuance of the Series 2024 Bonds. The Authority shall deliver a certified copy of the resolution approving the Indenture to the City promptly upon adoption thereof.

Section 303. Acquisition of the Project.

(a) The Authority agrees to acquire, construct, renovate, install and equip the Project as more particularly described on **Exhibit "A"** hereto.

(b) The Authority hereby appoints the City as its sole and exclusive agent to proceed forthwith with acquiring, renovating, installing and equipping the Project on behalf of the Authority. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction, installation and equipping of the Project. The Project shall be acquired, renovated, installed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The City will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work, and the Authority agrees that the City may, from time to time, in its own name, or in the name of the Authority, take or cause to be taken such action as may be necessary or advisable, as determined by the City, to assure that the construction, renovation, expansion, and equipping of the Project will proceed in an efficient and workmanlike manner. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the

foregoing (i) if the City has corrected at its own expense the matter which gave rise to such default or breach, shall be paid to the City or (ii) if the City has not corrected at its own expense the matter which gave rise to such default or breach, shall be paid into the Project Fund.

(c) The City, as agent for the Authority, shall acquire, construct, install and equip the Project with all reasonable dispatch and in connection therewith shall expend or cause to be expended moneys on deposit in the Project Fund including, but not limited to, preparing any and all checks, requisitions and certifications required by the Indenture to withdraw moneys from the Project Fund to pay costs of the acquisition, construction, renovation, expansion, and equipping of the Project and shall use its best efforts to cause the acquisition, construction, installation and equipping of the Project to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the City excepted; but if for any reason such implementation is not completed by any specified date there shall be no resulting liability on the part of the City. All real or tangible personal property acquired from time to time by the City as agent for the Authority in accordance herewith shall be transferred, by appropriate deed or other instrument, to the Authority and the Authority shall accept title to such property which shall constitute and form part of the Project.

(d) The moneys credited to the Project Fund from the sale of the Series 2024 Bonds shall be used and applied for the purpose of paying (i) the costs of acquiring, constructing, installing and equipping the Project, and (ii) costs of issuance of the Bonds, as provided in the Indenture.

(e) [Reserved].

(f) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Indenture.

(g) The City will do or cause to be done all things, and take or cause to be taken all reasonable and prudent measures, necessary to continue renovation with due diligence and to expend the moneys credited to the Project Fund as expeditiously as possible in order to assure the completion of the construction, renovation, expansion, and equipping of the Project.

(h) All requisitions and certificates required by this Section shall be retained either by the Trustee, the Authority or the City, subject at all times to inspection by any officer of the Authority or any bond owner.

(i) Should there be any balance in the General Account of the Project Fund upon completion of the construction, renovation, expansion, and equipping of the Project, such balance shall be paid into the Bond Fund created under the Indenture.

Section 304. In Event the General Accounts of the Project Fund Insufficient.

The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the General Account of the Project Fund under the provisions of this Installment Sale Agreement will be sufficient to pay all the costs of the acquisition, construction, installation and equipping of the Project. The City agrees that, if after exhaustion of the moneys in said General Account, the City should pay any portion of the costs of the acquisition, construction, installation and equipping of the Project, it shall not be entitled to any reimbursement therefor from the Authority or from the owners of any of the Series 2024 Bonds, nor shall it be entitled to any diminution in or

postponement or abatement of the amount of the Installment Sale Agreement Payments and other amounts payable under Article IV hereof.

Section 305. Grant of Possession and Use of the Project; Operation of the Project.

The Authority hereby grants the City the exclusive possession and use of the Project during the Term of this Installment Sale Agreement. The City shall cause the Project to be operated and maintained economically, efficiently and consistent with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or city government having jurisdiction over the operation of such Project. The City shall at all times maintain the Project or cause the Project to be operated and maintained in good condition and repair and shall promptly repair, replace or restore any damage or destruction to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

ARTICLE IV.

**EFFECTIVE DATE OF THIS INSTALLMENT SALE AGREEMENT;
DURATION OF TERM; INSTALLMENT SALE AGREEMENT PAYMENT PROVISIONS**

Section 401. Effective Date of this Installment Sale Agreement; Duration of Term.

This Installment Sale Agreement is dated as of July 1, 2024 but shall become effective as of the date of the issuance and delivery of the Series 2024 Bonds and the interest created by this Installment Sale Agreement shall then begin, and, subject to the other provisions of this Installment Sale Agreement (including particularly Article VIII hereof), shall expire June 1, 2054, or if at said time and on said date all of the Series 2024 Bonds have not been paid in full as to principal, interest and premium, if any, or provisions for the payment thereof shall have been duly provided for then on such date as such payment shall have been made, but in no event in excess of 50 years from the date hereof.

Section 402. Installment Sale Agreement Payments.

On or before three (3) Business Days prior to each date on which a payment is due on the Series 2024 Bonds, commencing on November 27, 2024, the City shall make the Installment Sale Agreement Payments to the Authority. If such date is prior to any June 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal of and interest on the Series 2024 Bonds coming due on June 1, and if such date is prior to any December 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2024 Bonds coming due on December 1, and such Installment Sale Agreement Payments shall continue until provision has been made for the payment in full of the Series 2024 Bonds as to principal, interest and premium, if any. The City shall receive a credit against any required Installment Sale Agreement Payment to the extent moneys are on deposit in the Bond Fund and available to pay debt service on the Series 2024 Bonds. The Installment Sale Agreement Payments provided for herein shall be made by payment directly to the Trustee for deposit into the Bond Fund. In addition, the City shall pay to the Trustee the amounts billed which are specified in subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture and which shall be paid when billed.

Section 403. Budget and Tax Levy to Pay Installment Sale Agreement Payments.

(a) The obligation of the City to make the Installment Sale Agreement Payments when due under Section 402 hereof, and to perform its other obligations hereunder, are absolute and unconditional contractual obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. The Installment Sale Agreement Payments required hereunder shall be made first from any lawfully available funds and secondly from moneys derived pursuant to the levy of an ad valorem tax as hereinafter provided. In the event the amount of funds lawfully available is not sufficient to pay the Installment Sale Agreement Payments when due in any year, the City shall make provision for the levy of an ad valorem tax on all taxable property located within the boundaries of the City subject to taxation for such purposes, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Installment Sale Agreement Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Installment Sale Agreement Payments required pursuant to Section 402 hereof and such lien is superior to any that can hereafter be made.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Installment Sale Agreement Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Installment Sale Agreement Payments shall constitute an unlimited contractual obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Installment Sale Agreement Payments to the Trustee for deposit to the Bond Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 404. [Reserved].

Section 405. Optional Prepayment; Redemption of Bonds.

(a) The Installment Sale Agreement Payments due under Section 402 shall be subject to prepayment, in whole or in part, for the purpose of calling and redeeming, at the option of the City,

all or part of the Series 2024 Bonds in accordance with the provisions of Article III of the Indenture. The City shall pay all costs which may be incurred in connection with the call of the Series 2024 Bonds to be redeemed together with any applicable redemption premium.

(b) No prepayment of any amount in accordance with the provisions of the preceding subsection shall relieve the City to any extent from its obligations thereafter to make the full Installment Sale Agreement Payments required by the provisions hereof until all the Series 2024 Bonds issued under the Indenture and the interest thereon and any other charges required hereunder have been paid in full.

Section 406. Obligations of the City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 402 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as the principal of and interest on the Series 2024 Bonds outstanding under the Indenture shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Indenture, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Installment Sale Agreement Payments provided for herein, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term of this Installment Sale Agreement or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, any declaration or finding that any of the Series 2024 Bonds are unenforceable or invalid, the invalidity of any provision of this Installment Sale Agreement, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement or the Indenture. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Indenture; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Installment Sale Agreement and to make the Installment Sale Agreement Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to ensure the acquisition, renovation, installation and equipping of the Project or to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required so long as the Authority's interests in the Project would not be adversely affected.

Section 407. Enforcement of Obligations.

The obligation of the City to make Installment Sale Agreement Payments and other payments under this Article may be enforced by (i) the Authority or the Trustee as assignee of the Authority, (ii) the owners of any Bonds, as third party beneficiaries, in accordance with the applicable provisions of the Indenture and independently of the Authority or, (iii) such receiver or receivers as may be appointed pursuant to the Indenture or applicable law. The covenants and agreements hereunder including specifically the obligation to make the Installment Sale Agreement Payments shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto. In addition, the Trustee as assignee of the Authority may exercise the rights and remedies granted the Authority hereunder including the remedies of the Authority under Section 702 hereof upon a default by the City hereunder.

Section 408. No Set-Off.

No breach, default or failure by the Authority to comply with the provisions of this Installment Sale Agreement shall permit an abatement or reduction in or set-off against the Installment Sale Agreement Payments due from the City. Nothing in this Installment Sale Agreement shall otherwise impair, diminish or affect any other right or remedy available to the City (i) as a result of the Authority's breach, default or failure under this Installment Sale Agreement, or (ii) to enforce the obligations of the Authority under this Installment Sale Agreement. No dispute or litigation between the Authority and the City with respect to this Installment Sale Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 409. Reconveyance of Project.

In the event the City should fail to make any of the payments required in Section 402, the Authority shall have the right to demand that the City convey the Project back to the Authority, and upon such demand, the City agrees to convey the Project back to the Authority. The terms of Section 406 hereof shall remain in full force and effect, regardless of the Authority's exercise of its rights under this Section 409. The rights of the Authority under this Section shall be exclusive to the Authority and shall not be assignable to any person including the Trustee.

ARTICLE V.

SPECIAL COVENANTS OF THE CITY

The City covenants and agrees with the Authority for the benefit of the Bondholders that:

Section 501. Use of Proceeds and Specific Tax Covenant.

The Series 2024 Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2024 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the City that the interest on the Series 2024 Bonds be and remain excludable from gross income for federal income

tax purposes, and, to that end, the City hereby covenants with the Authority and the owners of the Series 2024 Bonds that:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of interest on the Series 2024 Bonds under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any of the proceeds of the Series 2024 Bonds or take or omit to take any action in a way that would cause the Series 2024 Bonds to be (i) “private activity bonds” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Series 2024 Bonds or any other funds of the City or take or omit to take any action that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the City. In the event that at any time the City or the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Indenture, the Authority and the City shall take such action as may be necessary to effect the same.

(d) During the Term of this Installment Sale Agreement, the City shall restrict the extent and nature of the use of the portion of the Project financed with proceeds of the Series 2024 Bonds for “private business use” as said term is defined in Section 141 of the Code so as to preserve the exclusion for federal income tax purposes applicable to the interest paid on the Series 2024 Bonds.

Section 502. Arbitrage Covenants.

It will not, subsequent to the date of the issuance and delivery of the Series 2024 Bonds, intentionally use any portions of the proceeds of the Series 2024 Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code or the regulations promulgated thereunder, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the regulations promulgated thereunder and the payment on behalf of the Authority of rebate, if any, required to be made by the Authority, and that it will expend the proceeds of the Series 2024 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

Section 503. Rules and Regulations.

It will enforce or cause to be enforced reasonable rules and regulations governing the Project and the operation thereof, and that all compensation, salaries, fees and wages paid or caused to be paid by it in connection with the operation, repair and maintenance of the Project will be reasonable, and that no more persons will be employed than are necessary, and that it will operate or cause to be operated same in an efficient and economical manner, and will at all times maintain or cause to be maintained the same in good repair and in sound operating condition, and will make or cause to be made all necessary repairs, renewals and replacements, and that it will comply or cause to be complied

with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 504. Contracting Procedure.

Any contract relating to the installation, extension, improvement, maintenance or repair of any facilities shall provide for retention of amounts due thereunder in accordance with applicable law.

Section 505. Liens.

The City will not create or suffer to be created, in the operation and maintenance of the Project, any lien, security interest or charge thereon, or any part thereof, and that it will pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Project, or any part thereof; provided, however, that nothing contained in this Section shall require the City to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 506. Insurance.

To the extent deemed necessary, it will cause to be bonded its employees or agents handling funds of the Project in amounts adequate for its protection and it shall procure and maintain or cause to be maintained insurance on the physical properties of the Project of the kinds and in the amounts normally carried by private companies or other agencies engaged in the operation of similar properties so long as any Bonds are outstanding. Such insurance shall include: (a) fire and extended coverage insurance on the insurable portions of the Project with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia; (b) public liability insurance relating to the operation of the Project; and (c) vehicular public liability insurance on any vehicle owned or operated by the City and used in the operation of the Project. Such insurance may provide reasonable and customary coverage and deductibles for agencies and governmental authorities operating similar facilities, provided that such insurance in such amount is available at a cost which, in the opinion of the City, will not impose an unreasonable financial burden, or the City may self insure against such claims and risks, or the City in its discretion, may provide for any combination of the foregoing. The proceeds of such fire and extended coverage policies are pledged as security for the Installment Sale Agreement Payments, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property. In the event the proceeds of such policies are not used for that purpose, then same shall be deposited in the Bond Fund. Proceeds from the fidelity bonds on employees and agents shall be paid into the appropriate fund. All insurance policies and fidelity bonds shall be open to the inspection of the Bondholders or their duly authorized representatives at all reasonable times. All insurance policies shall name the Authority as an additional insured. The Trustee shall have no responsibility to monitor or receive insurance policies or certificates.

Section 507. Obligations of the City under the Indenture.

The City agrees to perform all of its obligations (if any) under, and to comply with all of the applicable terms of, the Indenture.

Section 508. Operation and Maintenance of the Project; Modification of Project.

(a) The City agrees that, at all times during the Term (i) the City will cause the Project to be operated and maintained in good repair and in accordance herewith and (ii) the City will be responsible for maintaining and operating the Project. Without limiting the foregoing, the City agrees that it will maintain the Project in an efficient and economical manner, that it will at all times maintain the Project in good repair and in sound operating condition, that it will make all necessary repairs and replacements to the Project, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project and its operation thereof.

(b) The City may, from time to time, in its sole discretion and at its own expense, make any additions, modifications or improvements to the Project, which it may deem desirable for its business purposes; provided that all such additions, modifications and improvements do not adversely affect the structural integrity of the Project.

Section 509. Continuing Disclosure Certificate.

The City hereby covenants for the benefit of the owners of the Bonds and the underwriter of the Bonds to comply with its obligations under the Continuing Disclosure Certificate. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Installment Sale Agreement for breach of this covenant shall be an action to compel performance.

ARTICLE VI.

**SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY
AND THE CITY**

The Authority hereby covenants and agrees with the City that:

Section 601. No Warranty of Condition or Suitability by the Authority.

The Authority makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the City's purposes or needs.

Section 602. Inspection of the Project.

The City agrees that the Authority, the Bondholders and their duly authorized agents who are acceptable to the City shall have the right at reasonable times during business hours, subject to the City's usual safety and security requirements to examine and inspect the Project without interference or prejudice to the City's operations.

Section 603. Granting of Easements; Sale.

If no event of default hereunder shall have happened and be continuing, the City may grant or cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included the Project and such grant will be free from the

lien or security interest of this Installment Sale Agreement and the Indenture or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration. In connection with any such grant, the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or asset.

The Authority agrees that, except as otherwise permitted under the terms of this Installment Sale Agreement or the Indenture, it will not mortgage, sell, assign, transfer, convey or otherwise encumber the Project or any portion thereof during the Installment Sale Agreement Term. If the laws of the State of Georgia at the time require such action to be taken, nothing contained in this Section shall prevent the consolidation of the Authority with, or the merger of the Authority into, or the transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and the Project; provided, (a) that no such action shall be taken without the prior written consent of the City, unless such action shall be required by law, and (b) that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of and interest on the Series 2024 Bonds according to their tenor, and the due and punctual performance and observance of all the agreements and conditions of this Installment Sale Agreement to be kept and performed by the Authority, shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 604. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Installment Sale Agreement.

Section 605. Release Covenant.

The City releases the Authority from, covenants and agrees that the Authority shall not be liable for, all claims by or on behalf of any person arising from: (1) the conduct or management of, or from any work or thing done in or on, the Project during the Term hereof; (ii) any condition of the Project, (iii) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement; (iv) any act of negligence of the City or of any agents, contractors, servants, employees or licensees of the City or of any lessee or tenant of the City; and (v) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in the Project.

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 701. Events of Default Defined.

The following shall be “events of default” under this Installment Sale Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

(a) Failure by the City to make the Installment Sale Agreement Payments required to be paid under Section 402 hereof at the times specified therein;

(b) Failure by the City to observe and perform any covenant, condition or agreement of this Installment Sale Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the Authority or the Trustee, unless the Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; and

(c) An “event of default” shall have occurred under the Indenture.

Section 702. Remedies on Default.

Whenever any event of default referred to in Section 701 hereof shall have happened and be continuing, the Authority, the Trustee or the Bondholders as provided in the Indenture, may take any one or more of the following remedial steps:

(a) The Authority, the Trustee or the Bondholders may seek the appointment of a receiver for the Project;

(b) The Authority, the Trustee or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Project;

(c) The Authority, the Trustee or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Installment Sale Agreement Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement; and

(d) The Authority, the Trustee or the Bondholders may exercise any remedies provided for in the Indenture or under the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if payment in full of the

outstanding Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the City.

Section 703. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority, the Trustee or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the Trustee or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Trustee and the Bondholders, and the owners of the Series 2024 Bonds and the Trustee shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 704. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII.

PREPAYMENT OPTION OF THE CITY

Section 801. Optional Prepayments.

The City shall have, and is hereby granted the option to prepay all or a portion of the unpaid balance hereunder by taking the actions required by the Indenture (i) to discharge the lien of the Indenture with respect to a maturity or maturities of the Bonds in accordance with Article VIII of the Indenture, or (ii) to effect a redemption, in whole or in part, of the Bonds to the extent permitted by the Indenture.

Section 802. Exercise of Optional Prepayment.

To exercise an option granted in Section 801 hereof, the City shall (i) give written notice to the Authority and the Trustee which, in the event a redemption of Bonds is to be effected, shall be received by the Authority and the Trustee at least fifteen days prior to the date on which the Trustee is required to give notice of such proposed redemption and shall specify thereon (a) the proposed redemption date, (b) the principal amount of the Bonds to be called for redemption, (c) the applicable redemption price or prices, (d) the provision or provisions of the Indenture pursuant to which such Bonds are called for redemption, (e) the maturity or maturities to be redeemed (if less than all of the Bonds are to be redeemed), and (f) any conditions to the effectiveness of such redemption, and (ii) if any Bonds are to be redeemed, furnish to the Trustee a proposed form of notice of redemption of such Bonds.

Upon receipt of a notice furnished pursuant to this Section 802, the Authority and the Trustee as provided in the Indenture, shall forthwith take or cause to be taken all actions necessary under the Indenture to discharge the lien of the Indenture or effect the redemption of Bonds in accordance with such notice, as the case may be.

ARTICLE IX.

MISCELLANEOUS

Section 901. Agreement to Pay Attorneys' Fees and Expenses.

If the City should default under any of the provisions of this Installment Sale Agreement and the Authority, the Trustee or the Bondholders should employ attorneys or incur other expenses for the collection of Installment Sale Agreement Payments or the enforcement or performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority, the Trustee and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Authority, the Trustee and the Bondholders.

Section 902. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 903. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Installment Sale Agreement. The owners from time to time of the Bonds shall be third party beneficiaries hereof and shall have the right to enforce the provisions hereof to the extent and in the manner provided for in the Indenture.

Section 904. Severability.

If any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 905. Amendments, Changes and Modifications.

Except as otherwise provided in this Installment Sale Agreement or in the Indenture, prior to payment in full of all Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Installment Sale Agreement may not be effectively amended, changed, modified, altered or terminated without the requisite concurring written consent of the Bondholders in accordance with the Indenture.

Section 906. Execution in Counterparts.

This Installment Sale Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 907. Captions.

The captions and headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Installment Sale Agreement.

Section 908. Law Governing Installment Sale Agreement.

This Installment Sale Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 909. City a Party to Validation.

The City hereby consents to be a party defendant in the validation proceedings related to the Series 2024 Bonds and covenants and agrees that it shall cooperate with the Authority in validating the Series 2024 Bonds and in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

Section 910. Redemption of Bonds.

The Authority and the Trustee, at the request at any time of the City, shall take all steps that may be proper and necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or part of the then outstanding Bonds as may be specified by the City, on the earliest redemption date on which such redemption may be effected under such applicable provisions or upon the date set for such redemption by the City pursuant to Section 802 hereof. It is understood that all expenses of such redemption shall be paid by the City and not from other funds of the Authority. The Authority shall cooperate with the City in effecting any purchase or redemption of the Series 2024 Bonds.

Section 911. Indemnification.

The City agrees that the Authority (including any person at any time serving as an officer or member of the Authority) and the Trustee shall not be liable for, and agrees to indemnify and hold the Authority (including any person at any time serving as an officer or member of the Authority) and the Trustee harmless (including attorney fees) from: (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Project, (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants contained in this Installment Sale Agreement, (iii) the work done on the Project or the operation of the Project during the term of this Installment Sale Agreement or at any other time, (iv) any willful act or act of negligence of the City or any of its agents, contractors, servants or employees in connection with the use or operation of the Project, (v) any violation of law, ordinance or regulation affecting the Project or any part thereof or the ownership or use thereof (including, without limitation, CERCLA, the Hazardous Materials Transportation Act,

The Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act or any so-called “Super Fund” or “Super Lien” legislation), (vi) any condition of the Project, or (vii) any accident, injury or damage whatsoever caused to any person, firm or corporation, by the Project. In addition, the City agrees to indemnify and hold the Authority (including any person at any time serving as an officer of the Authority) and the Trustee harmless to the fullest extent permitted by law from any losses, costs, charges, expenses, judgments and liabilities incurred by it in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Installment Sale Agreement or the Series 2024 Bonds. If any such claim is asserted, the Authority, any individual indemnified herein or the Trustee, as the case may be, will give prompt written notice to the City and the City will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority and the Trustee shall have the right to approve in writing all counsel engaged by the City to conduct such defense, which approval shall not be unreasonably withheld.

The Authority and the Trustee shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the City shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the City. The City shall not unreasonably withhold its approval of such separate counsel.

The City hereby agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Installment Sale Agreement and the Indenture and/or the resignation or removal of the Trustee.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the City have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

As to the Authority, signed, sealed
and delivered in the presence of:

Witness

Notary Public

My Commission Expires: _____

(Notarial Seal)

**GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

As to the City, signed, sealed
and delivered in the presence of:

**CITY OF FLOWERY BRANCH,
GEORGIA**

Witness

By: _____
Mayor

Notary Public

Attest: _____
City Clerk

My Commission Expires: _____

(Notarial Seal)

(SEAL)

EXHIBIT “A”

DESCRIPTION OF THE PROJECT

The acquisition, construction, renovation, expansion, and equipping of the existing wastewater treatment facility located within the City of Flowery Branch, Georgia, including (i) the expansion of the existing facility through the construction of a 1,500,000 gallons per day membrane bioreactor treatment system, (ii) the construction of new screening and grit removal, biological treatment basins, membrane filtration system, capable of treating water to near drinking standards prior to discharge, and ultraviolet disinfection (iii) the replacement of existing systems wherever necessary to meet the growing demand caused by the growth of the City of Flowery Branch, and (iv) other capital improvements to the sewer system that the City deems necessary in connection with the renovation and expansion of the wastewater treatment facility.

The site of the existing wastewater treatment facility is described as follows:

All that tract or parcel of land lying and being in Land Lot 117, Eighth Land District, Hall County, Georgia, recorded in Book 863 Page 608 of the property records maintained by the Superior Court Clerk of Hall County, Georgia, conveyed by deed from the United States of America to the City of Flowery Branch, dated October 29, 1984, more particularly described as follows:

Commencing at an iron marker stamped “117-A”, which is 1,557.7 feet S 51° 25’ W of the Northeast corner of said Land Lot 117 on the Southern right-of-way line of Southern Railroad, at a corner of a tract of land owned by the United States of America at Buford Reservoir and at plane coordinate position North 1,520,546.02 feet and E 571,389.67 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence S 70° 53’ W along the Southern right-of-way line of said railroad which is along the boundary of said United States tract 560.6 feet to the POINT OF BEGINNING;

Thence N 70° 53’ E along the Southern right-of-way line of said railroad which is along the boundary of said United States tract 560.6 feet to said iron marker stamped “117-A”;

Thence S 67° 52’ E along the boundary of said United States tract 527.4 feet to a concrete monument stamped “Point on T/L” which is on the Western right-of-way line of Georgia Highway No. 13;

Thence S 30° 35’ W along the Western right-of-way line of said highway a distance of 381.2 feet;

Thence S 51° 36’ W 125.0 feet, more or less, to the contour at elevation 1070 feet above the National Geodetic Vertical Datum;

Thence Northwesterly along the meanders of said contour a distance of 900 feet, more or less, to a point on a line which bears S 02° 32’ E from the point of beginning.

Thence N 02° 32’ W 30.0 feet, more or less, to the point of beginning.

Containing 7.20 acres, more or less, and being a part of Tract D-469 of the Lake Sidney Lanier Project acquired from Mrs. E. M. Wright through condemnation by Civil Action No. 671 filed 5 December 1955 and Final Judgment dated 28 September 1956 in the United States District Court, Northern District of Georgia (Gainesville Division).

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Flowery Branch, Georgia (the “City”) in connection with the issuance of \$_____ in original aggregate principal amount Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”). The Bonds are being issued pursuant to a resolution of the Gainesville and Hall County Development Authority (the “Authority”) adopted on June 20, 2024, (the “Bond Resolution”). The City is obligated in effect to pay the debt service on the Bonds under the Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, between the Gainesville and Hall County Development Authority and the City, which Intergovernmental Installment Sale Agreement has been pledged and assigned to secure the Bonds. The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the beneficial owners of the Bonds (the “Bondholders”) and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution and the Trust Indenture securing the Bonds, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the City, or any successor Dissemination Agent designated in writing by the City, and that has filed with the City a written acceptance of such designation. Initially, “Dissemination Agent” shall mean Raymond James & Associates, Inc., Atlanta, Georgia.

“EMMA” shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule as further described in Section 6 hereof.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the City as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto. Currently, the MSRB’s address is:

MSRB
1300 I Street, N.W.
Suite 1000
Washington, DC 20005
Attention: Disclosure

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. **Currently, the sole National Repository is the MSRB, through the operation of EMMA, as provided in Section 13 hereof.**

“Official Statement” shall mean the Official Statement, dated June 20, 2024, prepared by the Authority and the City for use in connection with the issuance of the Bonds.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of Georgia as a state repository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine (9) calendar months after the end of each Fiscal Year, commencing with Fiscal Year ended June 30, 2024, provide to each Repository an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the City shall send a notice to each Repository in substantially the form attached as Exhibit A hereto. If the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as **Exhibit A**.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository (currently just the MSRB) and each State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, notify the City that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories (currently just the MSRB) and each State Repository, to which it was provided.

(d) The City shall promptly file a notice of any change in its Fiscal Year with each Repository.

(e) If the audit report specified in clause (1) of Section 4 hereof is not submitted as part of the Annual Report to each Repository pursuant to Section 3(a) hereof, the City shall, or shall cause the Dissemination Agent to, provide to each Repository such audit report, together with the audited general purpose financial statements to which such audit report relates, when they are available to the City.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(1) the City's general purpose financial statements for the preceding Fiscal Year, which shall be prepared in accordance with generally accepted accounting principles, as applied to government units, as in effect from time to time, with the exception that management's discussion and analysis shall not be required to be included in said general purpose financial statements, and which shall be accompanied by an independent auditor's report, if available at the time of submission of the Annual Report to each Repository pursuant to Section 3(a) hereof, resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants in conformity with generally accepted auditing standards. If such audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement relating to the Bonds, and the audited financial statements, together with the audit report thereon, shall be filed in the same manner as the Annual Report when they become available;

(2) if generally accepted accounting principles have changed since the last Annual Report was submitted pursuant to Section 3(a) hereof and if such changes are material to the City, a narrative explanation describing the impact of such changes on the City; and

(3) tabular information for the preceding Fiscal Year regarding the following categories of financial information and operating data of the City set forth in the Official Statement under the headings "THE CITY--General Fund History," "--General Fund Budget", "--Historical Property Tax Levies and Collections," "--Historic Property Tax Information," "--Tax Rates - Mills," "--Principal Taxpayers," "--Summary of City Debt by Category and Overlapping Debt," "--Limitations on City Debt," and "--Tax Supported Debt Ratios."

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (“Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of the City, any of which affect security holders, if material; and

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) If the City obtains knowledge of the occurrence of a Listed Event, the City shall file, in a timely manner not in excess of ten business days after the occurrence of the event, a notice of such occurrence with each Repository. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(8) (other than tender offers) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the owners of the affected Bonds pursuant to the Bond Resolution. For the purpose of the event identified in subsection (a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U. S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the asset or business of the City.

(c) For the purposes of the events described in subsection (a)(15) and (a)(16), the term “Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

(d) The content of any notice of the occurrence of a Listed Event shall be determined by the City and shall be in substantially the form attached hereto as **Exhibit B**.

Section 6. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Raymond James & Associates, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligor on the Bonds, or type of business conducted by such obligor;

(b) such amendment or waiver does not materially impair the interests of the Bondholders, as determined either by an unqualified opinion of nationally recognized bond counsel filed with the City or by the approving vote of the Bondholders owning more than two-thirds in aggregate principal amount of the Bonds outstanding at the time of such amendment or waiver; and

(c) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances.

If any provision of Section 4 hereof is amended or waived, the first Annual Report containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

If the provisions of Section 4 hereof specifying the accounting principles to be followed in preparing the City's financial statements are amended or waived, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Bondholders to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The City shall file a notice of the change in the accounting principles with each Repository on or before the effective date of any such amendment or waiver.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure

Certificate shall not be deemed an “event of default” or “default” under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities, and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent’s obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the City has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any Annual Report of the City, any audited financial statements of the City, any Listed Events or any other information, disclosures or notices provided to it by the City and shall not be deemed to be acting in any fiduciary capacity for the City, the holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the City’s failure to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the City has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the City at all times.

(b) The City agrees to indemnify and save the Dissemination Agent and its respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the City under this subsection shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(c) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and the Dissemination Agent shall in no event incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the City.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters, and the Bondholders, and shall create no rights in any other person or entity.

Section 13. Filing with MSRB. Notwithstanding anything in this Disclosure Certificate to the contrary, any filing required to be made with a National Repository pursuant to this Disclosure Certificate may be made solely by transmitting such filing to the continuing disclosure service portal provided through the MSRB’s EMMA as provided at <http://www.emma.msrb.org>, or any similar system that is acceptable to the United States Securities and Exchange Commission.

Date: July ____, 2024

CITY OF FLOWERY BRANCH, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

Name of Bond Issue: \$_____ GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF
FLOWERY BRANCH PROJECT), SERIES 2024

Date of Issuance: JULY ____, 2024

CUSIP Numbers:¹ _____

NOTICE IS HEREBY GIVEN that the City of Flowery Branch has not provided a complete Annual Report with respect to the above-named Bonds as required by a resolution of the City adopted on June 20, 2024 (the “City Resolution”). The City anticipates that the information to complete the Annual Report will be filed by _____.

Dated: _____

CITY OF FLOWERY BRANCH

¹ No representation is made as to the correctness of the CUSIP numbers either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

EXHIBIT B

NOTICE OF THE OCCURRENCE OF [INSERT THE LISTED EVENT]

Relating to
\$_____ GAINESVILLE AND HALL COUNTY DEVELOPMENT
AUTHORITY
REVENUE BONDS (CITY OF FLOWERY BRANCH PROJECT), SERIES 2024
CUSIP Numbers:¹ _____

Notice is hereby given that [insert the Listed Event] has occurred. [Describe circumstances leading up to the event, action being taken and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

[Notice of the Listed Events described in Section 5 shall include the following:

The Issuer hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional/extraordinary redemption provisions of said defeased bonds.

OR

The Issuer hereby covenants not to exercise any optional or extraordinary redemption provisions under the Trust Indenture, however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is ____]. This notice does not constitute a notice of redemption and no bonds should be delivered to the Issuer or the Trustee as a result of this mailing. A Notice of Redemption instructing you where to submit your bonds for payment will be mailed _____ to _____ days prior to the redemption date.]

Dated: _____

CITY OF FLOWERY BRANCH

1 No representation is made as to the correctness of the CUSIP numbers either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

DATE: June 20, 2024

() RECOMMENDATION

BUDGET INFORMATION:

() POLICY DISCUSSION

(X) STATUS REPORT

() OTHER

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE:

Consider Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

HISTORY:

The city is in the process of building a new wastewater treatment facility. The total cost is 43.3 million dollars and additional funding is needed to complete the project. Several years ago, the city procured GEFA funding in the amount of 23.3 million, which will partially fund the project.

FACTS AND ISSUES:

The City procured 23.3 million in funding from GEFA, which will partially fund the wastewater treatment facility project. Additional funding is needed to complete the project and the City has determined that the issuance of a \$25 million bond is the most advantageous for the City.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution #24-004 Approving the issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City and also Approve the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Amendment #1 to the Lease Agreement with Baby Bell Candy Apples, LLC. to Extend the Lease for Six Months.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

HISTORY: Baby Bell Candy Apples began its lease agreement with the City of Flowery Branch on September 21, 2023 in the Main Street A Master Condominium Shopping Center. 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 currently has 2 leased tenants in full operation.

FACTS AND ISSUES:

Baby Bell Candy Apples is eager to continue the build-out process. Baby Bell Candy Apples is asking for an extension of the Fixed Rent Commencement date for an additional 6 months.

OPTIONS:

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

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the first amendment to the lease agreement for 5527 Main Street for Baby Bell Candy Apples extending their lease by six months, and to authorize the City Attorney and City Manager to prepare an extension substantially the same as those utilized before for the Mayor's signature.

COLLABORATING DEPARTMENT:

DEPARTMENT: Department of Fun

Prepared by: Shelia Cooper

ATTACHMENTS

- [9.21.2023 Baby Bell Candy Apples, LLC Lease Agreement.pdf](#)
- [Executive_Summary_Baby_Bell_Candy_Apples_First_Amendment.pdf](#)

**FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT
5527 Main Street**

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: Baby Bell Candy Apples, LLC

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

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	September 21, 2023
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	Baby Bell Candy Apples, LLC
E.	TENANT'S TRADE NAME:	Baby Bell Candy Apples
F.	TENANT'S NOTICE ADDRESS:	Gwendolyn Andreka Bell 1087 Liberty Park Drive Braselton, GA 30517
G.	PHONE NUMBER AND EMAIL:	404-661-6538 or 404-434-5283 babybellcandyapple@att.net
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:	Earlier of (i) Tenant opening for business or (ii) four (4) 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):	\$288.52 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$2,622.92
	ADVANCE ADDITIONAL RENT:	\$288.52
	SECURITY DEPOSIT:	\$2,622.92 plus \$288.52
	TOTAL AMOUNT DUE WITH LEASE:	\$2,622.92 + \$288.52 + \$2,911.44
O.	GUARANTORS:	Gwendolyn Andreka Bell and owners having more than 20% interest in Tenant
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:	1,259 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, nor 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 exists 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:

5527 Main Street 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 3.2, 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 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 thirty (30) 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: September 21, 2023

Date: September 21, 2023

LANDLORD: City of Flowery Branch, GA

TENANT: Baby Bell Candy Apples, LLC

Edward R. Asbridge

By: Edward R. Asbridge, Mayor

Gwendolyn Andreka Bell

By: Gwendolyn Andreka Bell, Manager

ATTEST:

Shelia R. Cooper

By: Shelia Cooper, City Clerk

Sworn to and subscribed before me
this 21st day of September 2023.

Nancy Galvan Rodriguez

NOTARY PUBLIC

My Commission Expires: April 1, 2025

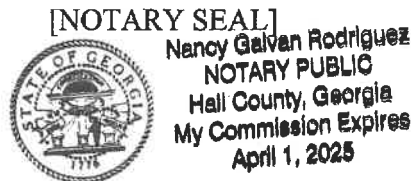


EXHIBIT A
SITE PLAN

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.

5527 Main Street

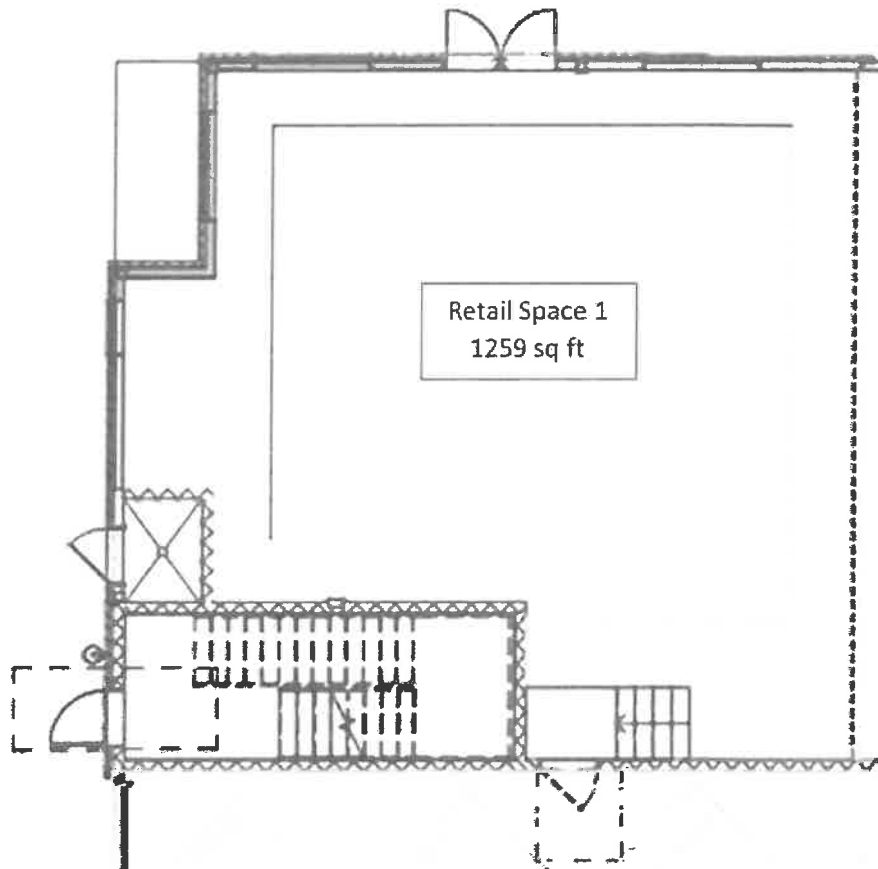


EXHIBIT B
LANDLORD AND TENANT'S WORK

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 installments at the following times: (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 foot walk 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
TENANT:	BABY BELL CANDY APPLES, 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 BABY BELL CANDY APPLES, LLC, (hereinafter called “Tenant”), the undersigned, Gwendolyn Andreka Bell, 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):

GWENDOLYN ANDREKA BELL, INDIVIDUALLY



By: Gwendolyn Andreka Bell, an Individual
Address: 1087 Liberty Park Drive, Braselton GA 30517
Social Security Number: *[Insert]*

Sworn to and subscribed before me
this is 21st day of September 2023.


NOTARY PUBLIC

My Commission Expires:
April 1, 2025

[SEAL]



Nancy Galvan Rodriguez
NOTARY PUBLIC
Hall County, Georgia
My Commission Expires
April 1, 2025

**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	\$ 2,622.92	\$ 31,475.00	Full Amount Due Under the Lease
Months 13 - 24	\$ 2,701.60	\$ 32,419.25	Full Amount Due Under the Lease
Months 25 - 36	\$ 2,782.65	\$ 33,391.83	Full Amount Due Under the Lease
Months 37 - 48	\$ 2,866.13	\$ 34,393.58	Full Amount Due Under the Lease
Months 49 - 60	\$ 2,952.12	\$ 35,425.39	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 61 - 72	\$ 3,040.68	\$ 36,488.15	Full Amount Due Under the Lease
Months 73 - 84	\$ 3,131.90	\$ 37,582.80	Full Amount Due Under the Lease
Months 85 - 98	\$ 3,225.86	\$ 38,710.28	Full Amount Due Under the Lease
Months 99 - 110	\$ 3,322.63	\$ 39,871.59	Full Amount Due Under the Lease
Months 111 - 122	\$ 3,422.31	\$ 41,067.74	Full Amount Due Under the Lease

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

**SUBJECT: FIRST AMENDMENT TO LEASE AGREEMENT 5527 MAIN STREET FOR
BABY BELL CANDY APPLES**

DATE: JUNE 20, 2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: JUNE 20, 2024

PURPOSE: The purpose of this agenda item is to request council to amend the original lease agreement with Baby Bell Candy Apples at 5527 Main Street in Flowery Branch, within the Shopping Center on Main Street.

HISTORY: Baby Bell Candy Apples began its lease agreement with the City of Flowery Branch on September 21, 2023 in the Main Street A Master Condominium Shopping Center. 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 currently has 2 leased tenants in full operation.

FACTS AND ISSUES: Baby Bell Candy Apples is eager to continue the build-out process. Baby Bell Candy Apples is asking for an extension of the Fixed Rent Commencement date for an additional 6 months.

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

RECOMMENDED SAMPLE MOTION: I move to approve the first amendment to the lease agreement for 5527 Main Street for Baby Bell Candy Apples extending their lease by six months, and to authorize the City Attorney and City Manager to prepare an extension substantially the same as those utilized before for the Mayor's signature.

DEPARTMENT: Administration

Prepared by: Renee Carden



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consent Termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with Giustino's Deli, LLC. for 5509 Main Street.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

Giustino's Deli began its lease agreement with the City of Flowery Branch on October 5, 2023 in the Main Street A Master Condominium Shopping Center. 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 Giustino's Deli completes the final leased retail spaces.

FACTS AND ISSUES:

Giustino's Deli has requested termination from their current lease agreement with the City of Flowery Branch

OPTIONS:

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

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the termination of the lease agreement at 5509 Main Street with Giustino's Deli, LLC

COLLABORATING DEPARTMENT:

DEPARTMENT: Department of Fun

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Termination of Lease with Giustino's Deli, LLC .pdf
- Giustino_s_Deli__5509_Main_Street_Lease_Agreement.pdf
- Consent Termination of Lease Agreement with Giustino's Deli LLC.pdf

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: TERMINATE LEASE AGREEMENT FOR 5509 MAIN STREET WITH GIUSTINO’S DELI, LLC

DATE: JUNE 20, 2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: JUNE 20, 2024

PURPOSE: The purpose of this agenda item is to request council to cancel the original lease agreement with Giustino’s Deli, LLC at 5509 Main Street in Flowery Branch, within the Shopping Center on Main Street.

HISTORY: Giustino’s Deli began its lease agreement with the City of Flowery Branch on October 5, 2023 in the Main Street A Master Condominium Shopping Center. 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 Giustino’s Deli completes the final leased retail spaces.

FACTS AND ISSUES: Giustino’s Deli has requested termination from their current lease agreement with the City of Flowery Branch.

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

RECOMMENDED SAMPLE MOTION: I move to approve the termination of the lease agreement at 5509 Main Street with Giustino’s Deli, LLC

DEPARTMENT: Administration

Prepared by: Renee Carden

FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT
5509 Main Street
Flowery Branch, Georgia
LANDLORD: City of Flowery Branch
TENANT: GIUSTINO'S

ARTICLE I. BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	<u>October 5, 2023</u>
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	Giustino's Deli
E.	TENANT'S TRADE NAME:	Giustino's Deli
F.	TENANT'S NOTICE ADDRESS:	Teresa Ali and Angela Santiago 5752 Shore Isle Court Flowery Branch, Georgia 30542
G.	PHONE NUMBER AND EMAIL:	Teresa Ali: 770-826-8684; tali7616@gmail.com Angela Santiago: 312-961-9542; angelamarie1919@yahoo.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:	Earlier of (i) Tenant opening for business or (ii) four (4) 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):	\$370.10 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$3,364.58
	ADVANCE ADDITIONAL RENT:	\$370.10
	SECURITY DEPOSIT:	\$3,364.58 plus \$370.10
	TOTAL AMOUNT DUE WITH LEASE:	\$3,364.58 + \$370.10 + \$3,734.68
O.	GUARANTORS:	Teresa Ali, Angela Santiago and owners having more than 20% interest in Tenant
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:	1,615 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 three (3) periods 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 or Renewal Term. 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, nor 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 exists 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:

5509 Main Street consisting of approximately 1,615 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 3.2, 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 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 thirty (30) 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: October 5, 2023

Date: October 5, 2023

LANDLORD: City of Flowery Branch, GA

TENANT: Giustino's Deli

Edward R. Asbridge

By: Edward R. Asbridge, Mayor

Angela Santiago

By: Teresa Ali/Angela Santiago

ATTEST:

Shelia R. Cooper

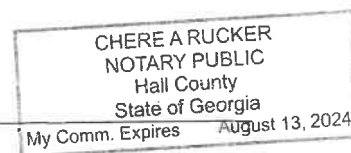
By: Shelia Cooper, City Clerk

Sworn to and subscribed before me
this 5TH day of OCTOBER, 2023.

[Signature]

NOTARY PUBLIC

My Commission Expires:



[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.

5509 Main Street

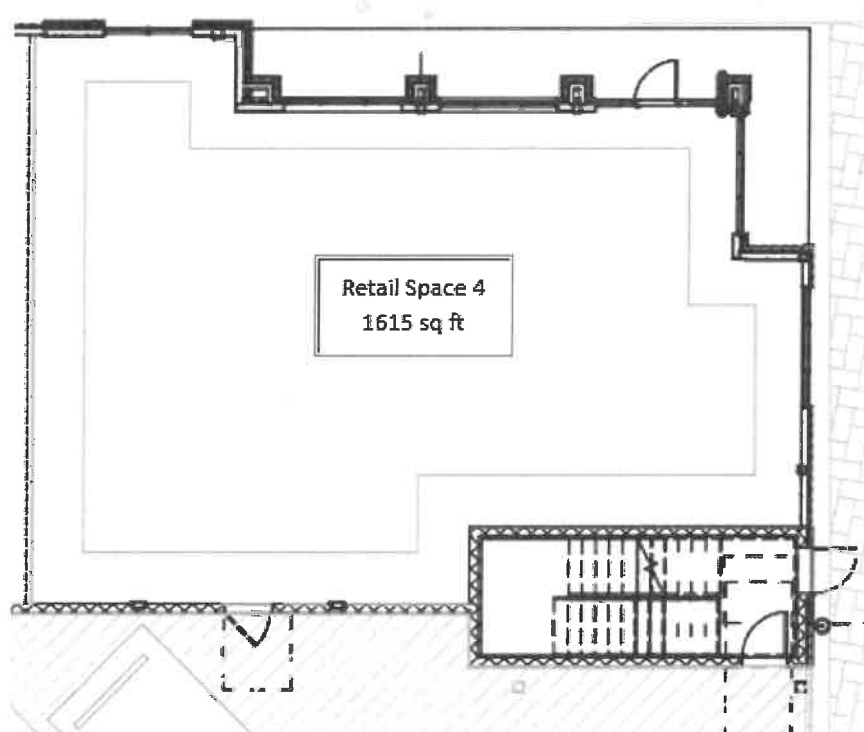


EXHIBIT B

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 Eighty Thousand, Seven Hundred Fifty and No/100 Dollars (\$80,750.00) 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 installments at the following times: (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 foot walk 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
TENANT:	GIUSTINO'S DELI
LEASE DATE:	October 5, 2023

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 GIUSTINO’S DELI, (hereinafter called “Tenant”), the undersigned, THERESA ALI AND ANGELA SANTIAGO, individuals, (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):

TERESA ALI, INDIVIDUALLY



By: Teresa Ali, an Individual
Address: 5752 Shore Isle Court
Flowery Branch, GA 30542
Social Security Number: *[Insert]*

ANGELA SANTIAGO, INDIVIDUALLY



By: Angela Santiago, an Individual
Address: 5752 Shore Isle Court
Flowery Branch, GA 30542
Social Security Number: *[Insert]*

Notary Signature continued on next page

Sworn to and subscribed before me
this is 5th day of OCTOBER, 2023.



NOTARY PUBLIC

My Commission Expires:

[SEAL]

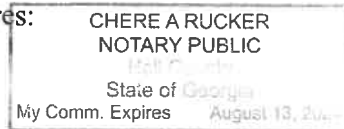


EXHIBIT G
RENT SCHEDULE

STATE OF GEORGIA

COUNTY OF HALL

CONSENT TERMINATION OF LEASE AGREEMENT

WHEREAS, the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and Giustino's Deli (hereinafter referred to as "Tenant"), entered into the FB Main Street, a Master Condominium Shopping Center Lease Agreement, dated October 5, 2023, ("Lease Agreement"), wherein Landlord leased to Tenant 1,615 square feet of space, 5509 Main Street, Flowery Branch, Georgia (the "Demised Premises").

WHEREAS, Landlord and Tenant entered into a First Amendment to Lease Agreement dated April 18, 2024; and

WHEREAS, due to several circumstances, Landlord and Tenant have determined that it is in the best interests of the parties to terminate the existing Lease Agreement;

NOW THEREFORE, Landlord and Tenant hereby agree to terminate that certain Lease Agreement dated October 5, 2023, as amended April 18, 2024 as referenced above and agree that each party shall have no further responsibilities or obligations pursuant to said Lease Agreement.

Signatures Next Page

SO AGREED, this __ day of _____, 2024.

LANDLORD: CITY OF FLOWERY BRANCH,
GEORGIA

Edward R. Asbridge, Mayor

ATTEST:

TENANT: GIUSTINO'S LLC d/b/a GIUSTINO'S DELI

By: _____

Sworn to and subscribed before me this

___ day of _____, 2024.

My Commission Expires:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD) .

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

City Council requested the micro-brewery and micro-distillery uses to be added as a conditional uses in the CBD.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted

SAMPLE MOTION:

I make a motion to approve the first read of ordinance number 717 .

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [FB Zoning Micro-breweries and distilleries 6 17 24.pdf](#)
- [ES -Alcoholic Bevs Ordinance.pdf](#)

ORDINANCE NO. 717

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO ALLOW MICRO-BRWERIES AND MICRO-DISTILLERIES TO BE LOCATED IN THE CBD ZONING DISTRICT BY VIRTUE OF THE GRANTING OF A CONDITIONAL USE PERMIT BY CITY COUNCIL, TO PROVIDE FOR DEFINITIONS, TO CLARIFY THE LOCATIONS WHERE PACKAGE STORES AND GROWLERS MAY BE LOCATED BY RIGHT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Section 2.1 of Article 2 of the Zoning Ordinance provides definitions for certain uses; and

WHEREAS, Article 9 of the Zoning Ordinance of the City of Flowery Branch includes use Table 9.1; and

WHEREAS, the City Council wishes to clarify where certain establishments serving or manufacturing alcoholic beverages may be located; and

WHEREAS, the City Council held a public hearing at the meeting of June 20, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, 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. DEFINITIONS.

Section 2.1 of Article 9 of the Zoning Ordinance is hereby amended by inserting or replacing the following terms to be included alphabetically:

Micro-brewery: means an establishment where malt beverages are made, produced, or bottled and malt beverages are sold to individuals on the brewer's licensed premises for personal use on and off premises under the terms and conditions of state law and this code.

Micro-distillery: means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits and distilled spirits are sold on the distiller's licensed premises for personal use on an off premises under the terms and conditions of state law and this code.

Brew Pub: means an eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises and solely in draft form.

Brewery or Distillery: means an establishment for the manufacture of malt beverages or distilled spirits where such products are not sold for consumption on the premises.

SECTION 2. RESTATEMENT.

Table 9.1 of Article 9 of the Zoning Ordinance of the City of Flowery Branch relating to permitted and conditional uses in nonresidential zoning districts is hereby restated, and adopted to allow for micro-breweries and distilleries to be located in the CBD district by virtue of the granting of a Conditional Use Permit, to allow that Brew Pubs may be located in the same zoning districts as restaurants excluding drive-throughs, namely by right in NS, HB, CBD, M-1, M-2 and by Conditional Use Permit in INST, to clarify that package stores may be located by right in HB, and to clarify that growlers may be located by right in HB and CBD so that Table 9.1 shall read as follows:

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts

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

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brew Pub	X	C	P	P	P	P	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	C	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	X	P	P
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Continuing care retirement community	C	P	X	P	C	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	X	C	X	X	X
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	X	C	C
Day care center serving 18 persons or more	X	P	C	P	X	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	P	P	X	X	P	X	X
Dwelling, single-family detached, condominium	P	P	X	X	P	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	X	P	X	X
Dwelling, multi-family	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Dwelling, two-family (duplex)	C	C	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	X	X	X	X	X	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	X	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	C	P	P
Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	C	X	P	P
Gas tank sales	X	X	X	C	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	X	X	X
Growler	X	X	X	P	P	X	X
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	C	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
Kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	X	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	C	X	P	P
Machine shop	X	X	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Manufactured home, "Class A"	X	X	X	X	X	X	X
Manufactured home other than "Class A"	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P
Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro-brewery	X	X	X	X	C	X	X
Micro-distillery	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Mixed use building or development	C	X	P	P	P	C	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	C	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P
Package store	X	X	X	P	X	X	X
Parking deck or structures, on-site or off-site	C	C	X	P	C	C	C
Parking lot, off-site	P	P	P	P	C	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	X	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	X	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	X	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	C	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	P	X	C	C
School, public	P	P	X	X	X	X	X
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	C	X	P	P
Service and fuel-filling station	X	X	X	P	X	P	P
Showroom	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X
Taxi cab and limousine service	X	X	X	X	X	X	X
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	X	P	P
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	X	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P

SECTION 3. 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 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be _____, 2024.

SECTION 5. REPEALER.

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

Approved this ____ day of _____ 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance Number 717 amending the city code of the City of Flowery Branch to allow for micro-breweries and micro-distilleries.

DATE: June 17, 2024

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

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

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: Amend the alcoholic beverage code to allow for micro-breweries and micro-distilleries.

HISTORY: Changes to state law in the last few years have allowed for new business models in the alcoholic beverage establishment market. Among these new models are smaller breweries and distilleries that manufacture their own malt beverages or distilled spirits they are allowed to sell to individuals for personal use both in containers and for consumption on the premises.

FACTS AND ISSUES: Adoption of this ordinance would allow for the licensing of micro-breweries and micro-distilleries in the city limits. A companion ordinance making changes to the City's zoning code would allow these establishments to be located in the Central Business District if granted a Conditional Use Permit by City Council. These establishments are exempt from the food sale requirement and thus may warrant close monitoring to ensure they maintain the friendly and safe atmosphere typically marketed by such businesses.

OPTIONS:

- 1) Approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
 - 2) Do not approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
-
-

RECOMMENDED SAMPLE MOTION:

I move to approve the first read of Ordinance Number _____ adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

DEPARTMENT: Legal

Prepared by: Ted Baggett



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance Number 718 which Considers Changes to Chapter 8 of the Flowery Branch City Code.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

This ordinance updates, replaces, and readopts chapter 8 to provide for licensing of micro-breweries and micro-distilleries in Flowery Branch.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the first read of Ordinance Number 718 adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Flowery Branch alcoholic beverages ordinance 6 17 24.pdf](#)
- [ES -Alcoholic Bevs Ordinance \(717 & 718\).pdf](#)

STATE OF GEORGIA
CITY OF FLOWERY BRANCH

ORDINANCE NO. 718

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE PURPOSE OF AMENDING CHAPTER 8 OF THE FLOWERY BRANCH CITY CODE RELATING TO ALCOHOLIC BEVERAGES; TO UPDATE, REPLACE, AND READOPT SAID CHAPTER; TO PROVIDE FOR THE LICENSING OF MICRO-BREWERIES AND MICRO-DISTILLERIES; TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER LAWFUL PURPOSES.

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

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

SECTION ONE

Chapter 8 of the Flowery Branch City Code is hereby replaced in its entirety and is replaced by Exhibit “A”, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO

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 THREE

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

So ordained and adopted this ____ day of _____, 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

EXHIBIT A TO ORDINANCE NO. _____

Chapter 8 ALCOHOLIC BEVERAGES

ARTICLE I. GENERALLY

Sec. 8-1. Sale of alcoholic beverages.

- (a) Alcoholic beverages may be manufactured or sold within the incorporated areas of the City of Flowery Branch under a license granted by the city council as governed by the terms and conditions hereafter provided.
- (b) All licenses issued hereunder shall be a mere grant or privilege to carry on the business during the term of the license subject to all terms and conditions imposed by the City of Flowery Branch and State of Georgia law.
- (c) All licenses hereunder shall have printed on the front these words: "THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BEING REVOKED AND ANNULLED AND IS SUBJECT TO ANY FUTURE ORDINANCES WHICH MAY BE ENACTED."
- (d) Any holder of a license issued hereunder shall apply for and obtain any necessary alcoholic beverage license from the State of Georgia before any manufacture or sales commence.
- (e) In addition to the rules and regulations set out in this chapter, each licensee under this chapter shall comply with all statutory laws of the State of Georgia, all federal statutory laws, and all rules and regulations of the state revenue commissioner relating to the manufacture and sale of malt beverages, distilled spirits and/or wine in Georgia; and any violation of same shall subject said licensee to suspension or revocation of his license and also may subject said licensee to criminal prosecution by the proper authority as provided by law and the ordinances of the City of Flowery Branch, Georgia.

Sec. 8-2. Definitions.

The definitions set forth in O.C.G.A. § 3-1-2 ("Alcoholic Beverages—General Provisions—Definitions"), shall be effective as definitions of the words, terms and phrases used in this chapter. All words, terms and phrases used herein, other than those specifically defined elsewhere in this chapter, shall have the respective meanings ascribed to them in O.C.G.A. § 3-1-2, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 3-1-2.

Agent means the person designated by the licensee in his application for permit to sell alcoholic beverages by the drink.

Alcohol means ethyl alcohol, hydrated oxide of ethyl or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Amenity permit means an authorization granted by the city for a non-eating establishment to offer alcoholic beverages as an act of hospitality, where it is clearly a secondary function of the business.

Authorized catered function means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration, and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this section.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term does not include sake, known as Japanese rice wine.

Brew pub means an eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises and solely in draft form.

Brewery means an establishment where malt beverages are made, produced, or bottled but are not sold for consumption on the premises.

Building code means and includes all building, plumbing and electrical codes and any other similar technical code of the city.

Police chief means the clerk of the City of Flowery Branch, Georgia or his designee.

Church means any permanent, primary building set apart for the regular assembly of religious worship.

College means only such state, county, city, church or other colleges that teach the subjects commonly taught in the common colleges of this state and shall not include private colleges where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Distance means the measurement in linear feet from the front entrance of the proposed structure to the nearest structural wall of the private residence, church, school college classroom or alcohol treatment center along the nearest practical street route.

Distilled spirits or spirituous liquor means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume including, but not limited to, all fortified wine and including all porter, brown, stout, lager beer, shall beer and strong beer.

Distillery means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits but are not sold for consumption on the premises.

Eating establishment means any public place, including a place available for rental by the public selling prepared food for consumption by the public on the premises with a full-service kitchen, prepared to serve food every hour they are open and deriving at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

Election day means that period of time beginning with the opening of polls and ending with the closing of polls.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added.

Gender, for convenience in construction, the masculine pronouns "he" or "his" may be sometimes used; however, such usage shall, where appropriate, imply the feminine gender and may be construed as "she," "hers" or any other feminine usage as may be necessary.

Governing authority means the city council of the City of Flowery Branch.

Growler means a bottle made of glass or other material customary to the industry provided that the bottle is capable of being sealed with a screw cap and then sealed with a plastic collar over the screw for the purpose of complying with open container laws.

Hotel or motel means a building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and guest whether transient permanent or residential. Hotels and motels shall have the privilege of granting franchises for the operation of a lounge or restaurant in their premises and the holder of such franchise shall be included in the definition of hotel thereunder.

Indoor commercial recreational establishment is limited to an establishment regularly serving prepared food, with a full-service kitchen, prepared to serve food every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or food and recreation activities; and wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises. The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally meaning a use that attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theaters, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of alcoholic beverages be permitted in an outdoor commercial recreational establishment. Bingo parlors, dance halls, nightclubs, taverns, billiard parlors, video arcades, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments.

License means the authorization by the city to engage in the service or sale of alcoholic beverages as described in this chapter.

Licensee means the individual to whom a license is issued or in the case of a partnership, corporation or limited liability company, all partners, officers, directors and members of said partnership, corporation or company.

Liter means a metric measurement currently used by the United States.

Lounge means a separate room connected with a part of and adjacent to a restaurant as defined herein with all booths, stools and tables being unobstructed and open to view. All lounges shall be air conditioned and have a seating capacity of at least 20.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. Manufacturer also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying or blending any distilled spirits; and
- (2) In the case of malt beverages, a brewer.

Micro-brewery means an establishment where malt beverages are made, produced, or bottled and malt beverages are sold to individuals on the brewer's licensed premises for personal use on and off premises under the terms and conditions of state law and this code.

Micro-distillery means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits and distilled spirits are sold on the distiller's licensed premises for personal use on an off premises under the terms and conditions of state law and this code.

Minor means any person below the age at which alcoholic beverages may be legally purchased in Georgia.

Package means any bottle, can, keg, barrel or other original consumer container. Retail package alcoholic beverages shall include all alcoholic beverages in their original container, sold at retail to the final consumer, and not for resale.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary or other group or combination acting as a unit, body politic, or political subdivision, whether public, private or quasi-public.

Pouring permit means an authorization granted by the city to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed as a retail consumption dealer.

Premises means the space or area owned, leased and/or controlled by the licensee and used by him for the purposes of operating under the license; except that in the case of hotels and motels, "premises" shall include only the portion of the property where alcoholic beverages are sold; except further, that in the case of private clubs, "premises" shall include any swimming pool which is in the immediate vicinity of the main building of the private club and which is open to members only and their guests and not the general public. Said swimming pool must have a minimum of 2,500 square feet of water surface and with required lifeguards. Premises is further defined as

one physically identifiable place of business consisting of one room, or two or more contiguous rooms operating under the same trade name, ownership, or management; provided nothing herein shall require additional licenses for service bars, or portable bars used exclusively for the purpose of mixing or preparing drinks when such bars are accessible only to employees of the licensed establishment and from which drinks are prepared to be served in the licensed premises.

Private club means any non-profit association organized under the laws of the State of Georgia complying with Internal Revenue Code section 501; and

- (1) Has been in existence at least one year prior to its filing of an application for a license to be issued according to this article;
- (2) Has a least 75 regular dues paying members;
- (3) Owns, hires or leases a building or space within a building for the reasonable use of its members, which building is equipped with suitable kitchen and dining room space and equipment and is staffed with a sufficient number of employees for cooking, preparing and serving meals for its members and guest; and
- (4) Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation any profits from the sale of alcoholic beverages beyond a fixed salary.

Private residence means a house or dwelling wherein not less than one nor more than three families customarily reside and shall not include a mobile home, a boarding house where there are five or more boarders or roomers, or any residence which has been unoccupied for a period of six consecutive months immediately prior to the filing of an application.

Registered agent means a natural person residing in the City of Flowery Branch or Hall County who is empowered to act for and represent the licensee in all matters with the City of Flowery Branch relating to an establishment licensed or making application for a license to sell alcohol upon whom any process, notice or demand required or permitted by law or under this article may be served. The registered agent may be the licensee if the qualifications set forth in this chapter are met.

Residence means the act or fact of living or regularly staying at or in some place for the discharge of a duty or the enjoyment of a benefit or the place where one actually lives as distinguished from his domicile or place of temporary sojourn.

Resident means a person whose primary residence is within the territorial limits of Hall County, Georgia.

Restaurant shall mean any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment, air conditioned, with employees there in a sufficient number and kind to prepare, cook and serve suitable food for its guests. At least one meal per day shall be served at least six days per week, with the exception of holidays, vacations and periods of remodeling and the serving of meals shall be the principal business conducted (deriving at least 40 percent of its annual gross food and beverage sales from the sale of prepared meals or food), with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto. A restaurant shall provide at least 55 seats for customers.

Retail means retail sales packaged to go and not for consumption on the premises.

School means only such state, county, city, church or other schools that teach the subjects commonly taught in the common schools of this state and shall not include private schools providing primarily daycare or where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Wine means any alcoholic beverage containing not more than 21 percent alcohol made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverage, vermouths, special natural wines, rectified wines and like products. The term "wine" does not include cooking wine mixed with salt or other

ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

Sec. 8-3. Penalties.

Any person who violates any provisions of this chapter, may upon conviction, be punished as set forth in section 1-12, unless a different penalty is set forth in this chapter. No such penalty shall prevent the city from suspending or revoking any license issued under this chapter, and any person violating any of the provisions of this chapter may, in addition to the other penalties and liabilities provided for herein, have his license or permit revoked as provided for herein.

Secs. 8-4—8-20. Reserved.

ARTICLE II. LICENSING

DIVISION 1. GENERALLY

Sec. 8-21. Unauthorized sale or delivery prohibited.

It is unlawful for any person to serve, manufacture, sell or possess for the purpose of sale any alcoholic beverages where the person does not have a license or permit from the city to serve, manufacture, sell or possess for sale alcoholic beverages, or to manufacture, sell or make deliveries beyond the boundaries of the premises covered by the license.

Sec. 8-22. Distance requirements.

- (a) No person, knowingly and intentionally, may sell or offer to sell:
 - (1) Any distilled spirits in or within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds or college campus;
 - (2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus or college campus;
 - (3) Any alcoholic beverages within 100 yards of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein;
 - (4) Any alcoholic beverages within 100 yards of any housing authority property.
- (b) As used in this section, the term "school building" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of the State of Georgia and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b).
- (c) As used in this section, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by the Housing Authorities Law of the State of Georgia.
- (d) No person, knowingly and intentionally, may sell or offer to sell any packaged distilled spirits within a distance of 2,600 feet of any business licensed to sell package distilled spirits unless other such business is a hotel.

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- (e) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - (1) From the front door of the structure from which alcoholic beverages are sold or offered for sale;
 - (2) In a straight line to the nearest public sidewalk, walkway, street, road or highway;
 - (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
 - (4) To the front door of the church building, or to the nearest portion of the school grounds, whichever is applicable.
 - (f) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance codified in this chapter shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of said location be denied a new license based upon the measurements set forth in this section.
 - (g) As to any location licensed in the future, if the distance requirements herein are met at the time of issuance of any license, the subsequent opening and operation of a church or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property. However, notwithstanding any other provisions of this section and chapter, said use shall not be reestablished after discontinuance of 12 months, unless it shall meet the requirements of subsection (a).

Sec. 8-23. Separate license.

A separate application must be made for each license location sought by the applicant.

Sec. 8-24. Application for new license in existing license location.

An application for a new license in an existing license location shall meet and qualify under all requirements of this chapter for granting of a new license.

Secs. 8-25—8-40. Reserved.

DIVISION 2. APPLICATION

Sec. 8-41. Contents; guidelines.

- (a) All persons desiring to serve, manufacture or sell alcoholic beverages shall make application on a form prescribed by the police chief.
- (b) In the case of a limited liability company, the applicant(s) shall be the member(s) who own(s) at least 20 percent of the company or if no member owns 20 percent of the company, then the managing member or the member with the greatest ownership shall be the applicant.
- (c) In the case of a partnership, the applicant(s) shall be the partner(s) who own at least 20 percent of the partnership or if no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership shall be the applicant.
- (d) In the case of a corporation, the manager of the proposed licensed premises shall be the applicant.
- (e) The application shall include, but not be limited to:
 - (1) The name, address and length of residency of the applicant;
 - (2) The proposed business to be carried on;

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- (3) If a limited liability company, the name and address of the member(s) and the name and address of any person owning 20 percent of the company; if no member of the company owns 20 percent, the name and address of the member with the greatest ownership;
 - (4) If a partnership, the name and address of the partners and the name and address of any person owning 20 percent of the partnership; if no partner owns 20 percent, then the partner with the greatest ownership;
 - (5) If a corporation, the name and address of the manager(s), and the name of all shareholders holding more than 20 percent of any class of corporate stock;
 - (6) The name and address of the registered agent;
 - (7) The name and address of the manager;
 - (8) A statement of the applicant's financial condition;
 - (9) Evidence of ownership of the building, a copy of the lease if the applicant is leasing the building, a copy of a purchase contract if the applicant is in the process of purchasing the building, or a copy of a contract demonstrating the applicant has exclusive control over the premises from which the alcoholic beverages will be manufactured or sold; and
 - (10) Detailed plans of the building and outside premises where the business will be located.
- (f) All applicants shall furnish such additional data, fingerprints, financial responsibility, survey, survey affidavit, scaled drawings, business records and other information as required by the police chief or his designee, to ensure compliance with the provisions of this chapter and any other provisions of state or local law. Fingerprinting required hereunder shall be by a participating Georgia Application Processing Service, which shall forward said fingerprints to the GBI/GCIC or any other designated agent of the city for a background check to be performed. Surveys or survey affidavits must be prepared by a registered land surveyor. Failure to furnish any of the information as requested hereunder shall automatically serve to dismiss the application with prejudice.
- (g) All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths. The making of any untrue or misleading statement in the application for a license hereunder shall be cause for the denial, suspension or revocation of such license.
- (h) All applications shall be accompanied either by lawful money of the U.S., or by a certified check or cashier's check, payable to the City of Flowery Branch, Georgia, for the proper amount of the license fee.

Sec. 8-42. Notice of intention to secure a retail dealer license.

- (a) No application for a retail dealer license for the sale of distilled spirits shall be acted upon until after the applicant has published in the newspaper which publishes the legal advertisements for the city a notice of his intention to secure a retail dealer license. Such notice shall be published at least once during the 30 days immediately preceding the application for a license. Such notice shall be in large bold face type and state:
- (1) The type of license for which application has been filed;
 - (2) The exact location of the place of business for which a license is sought;
 - (3) The names and addresses of each owner of the business;
 - (4) If the applicant is a company, the names and titles of all members;
 - (5) If the applicant is a partnership, the names and titles of all partners; and
 - (6) If the applicant, member or partner is a corporation, the names and titles of all corporate officers.
- (b) Proof of publication of the notice required by this section shall be attached to an application for a license for a retail dealer license.

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- (c) An applicant for a renewal license shall not be subject to the notice requirements of this section.

Sec. 8-43. Withdrawal of application; partial refund.

Any application made pursuant to this chapter may be withdrawn by the applicant at any time. If the applicant withdraws the application before a license is issued, 95 percent of the license fees deposited will be refunded.

Sec. 8-44. Denial.

- (a) The police chief shall provide written notice to any applicant whose application is denied under the provisions of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and shall advise the applicant of the right to appeal under the provisions of this chapter.
- (b) In all instances in which an application has been denied, the applicant will be refunded 95 percent of the license fees deposited.
- (c) Any applicant denied a license shall be prohibited from applying for another license for a period of one year from the filing date set forth on the application. Any partnership, limited liability company, corporation, trust or other entity in which an individual applicant is a member, shareholder, director or officer, or in which such entity acts as a surrogate for such applicant, shall also be subject to the prohibition contained in this subsection.

Secs. 8-45—8-50. Reserved.

DIVISION 3. LICENSING QUALIFICATIONS

Sec. 8-51. Age, citizenship and residency requirements.

No license to serve, manufacture or sell alcoholic beverages shall be granted to any person, partnership or limited liability company unless the person or all partners or members shall be at least 21 years of age, a resident of the United States or an alien lawfully admitted for permanent residence, and a resident of the State of Georgia. In the event a corporation should be an applicant, said corporation shall be a Georgia corporation or registered to do business in the State of Georgia.

Sec. 8-52. Limited liability company, partnership or corporation.

- (a) If the applicant is a limited liability company, partnership or corporation, the provisions of this division shall be applicable to all its members, partners, officers, and majority stockholders. The police chief may decline to issue a business license when any person having any ownership interest in the operation of the place of business or control over the place of business does not meet the same character requirements set forth in this article.
- (b) In the case of a limited liability company, the license will be issued to all members owning at least 20 percent of the company or if no member owns 20 percent of the company, then the managing member or the member with the greatest ownership will be licensed.
- (c) In the case of a partnership, the license will be issued to all partners owning at least 20 percent of the partnership or if no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed.
- (d) In the case of a corporation, the manager of the proposed licensed premises must be qualified to obtain a license and must make a sworn statement of these qualifications.

Sec. 8-53. Prohibited interests.

It shall be unlawful for any person to hold an alcoholic beverage license who also has any direct financial interest in any wholesale alcoholic beverage business. It shall be unlawful for the holder of any alcoholic beverage license to accept or receive financial aid or assistance from the holder of any alcoholic beverage manufacturer's or wholesale dealer's license.

Sec. 8-54. Prior criminal record.

- (a) No person, limited liability company, partnership or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the police chief that such person, members, partners, or officers and directors of the corporation have not been convicted or plead guilty or entered a plea of nolo contendere, and have been released from parole or probation, to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of ten years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that the applicant, nor any of the other owners of the establishment, have been convicted or has pleaded guilty or entered a plea of nolo contendere and have been released from parole or probation to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of ten years immediately prior to the filing of such application. Should any applicant, member, partner, or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime, the license shall be immediately revoked and cancelled.
- (b) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within ten years prior to the filing of application for such license.

Sec. 8-55. Previous revocation or denial.

Each applicant shall not have had a license to sell alcoholic beverages revoked by any jurisdiction for violation of its laws or its rules within a period of five years immediately preceding the filing of such application.

Sec. 8-56. Adequate participation.

A license may be denied to any applicant where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended to be a mere surrogate for a person who would not otherwise qualify for a license for any reason whatsoever.

Sec. 8-57. Character; reputation.

All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks or other employees shall be of like character. Limited liability company, partnership or corporate applicants shall be of good business reputation.

Sec. 8-58. Full disclosure of participation.

- (a) No person shall have, own or enjoy any ownership, interest in, share in the profits from, or otherwise participate in the business of any alcoholic beverage licensee in the city unless a full description of such interest shall have been furnished the police chief at the time such interest arose. It shall be the duty of the licensee to report to the police chief, within five days, any change in any interest in such licensee's business including, but not limited to:
 - (1) Any division of the profits;
 - (2) Any division of net or gross sales for any purpose whatsoever;
 - (3) Any change in the payment of rents or leases;
 - (4) Any change in the ownership of any lease of building or land used in such business;
 - (5) Any change in the ownership of any limited liability company, partnership, or corporation that has any interest in such business or the change of management of such limited liability company, partnership or corporation.
- (b) After receipt of such notice, the police chief shall notify such person within a reasonable time of any objection to the ownership or interest set forth therein, and it shall then be incumbent upon such person to dispose of such interest within 30 days after the mailing of the notice to do so by the police chief to such person at his address as shown on such notice of interest.
- (c) The report required by this section shall be in a form required by the city and shall be an amendment to the licensee's permanent license application on file with the city and as such shall be under oath and verified as otherwise required of license applications.

Sec. 8-59. Payment of taxes and other debts to the city.

No license shall be issued to any person, limited liability company, partnership or corporation that owes any tax, fee, assessment, charge or other such monies to the city until all such monies are paid in full.

Sec. 8-60. Completed building.

No alcoholic beverage license shall be issued to any person unless the building in which the business will be located is completed and an occupancy permit for this premise to be licensed has been issued by the city. The completed building and land use shall comply with the Code of the City of Flowery Branch, the Flowery Branch Zoning Ordinance and the Flowery Branch Subdivision Ordinance, and the regulations of the State of Georgia.

Sec. 8-61. Completion of proposed licensed premises.

If the building in which an applicant for a license proposes to operate under the provisions of this chapter is not, at the time of application for the license, in existence, or not yet completed, a license may be issued for the location provided the plans and specifications for the proposed building are filed with the police chief, and show clearly a compliance with the provisions of this article and other applicable provisions of this code. No sales of alcoholic beverages shall be allowed in the establishment until the building has been completed in accordance with

the plans and specifications and in conformity with all other provisions of this code, as well as appropriate building codes, and a certificate of occupancy has been issued for the building.

Sec. 8-62. License fees.

- (a) Before a license shall be issued, each applicant shall pay a license fee in accordance with the scale fixed by resolution of the city council.
- (b) Any person who is doing business or begins to do business at any time after the first day of January and before the first day of April shall pay the full license fee. Any person who begins to do business on or after the first day of April and before the first day of July will pay three-quarters of the license fee. Any person who begins business on or after the first day of July and before the first day of October shall pay one-half the license fee. Any person who begins doing business the first day of October and before the first day of the year shall pay one quarter of the license fee.
- (c) No license fee or any portion thereof will be refunded after a license has been issued.

Secs. 8-63—8-80. Reserved.

DIVISION 4. LICENSE

Sec. 8-81. License to be exhibited.

The city issued alcoholic beverage license shall at all times be kept plainly exposed to view, to the public, at the place of business for which the same was issued.

Sec. 8-82. Posting of signs.

All holders of a city issued alcoholic beverage license shall post signs in a conspicuous location in their place of business which read as follows:

"It is against the law for a person under the age of 21 to have in his or her possession or under his or her control any alcoholic beverage. It is also a violation of the law for such a person to misrepresent his or her age in any manner for the purpose of obtaining any alcoholic beverages. Any person who conspires, aids, abets or assists any other person under the age of 21 to obtain an alcoholic beverage shall be guilty of violating these provisions." (O.C.G.A., § 3-3-24.2)

"Warning: Drinking alcoholic beverages during pregnancy can cause birth defects."

Sec. 8-83. Transferability.

- (a) No alcoholic beverage license may be transferred from one person to another or from one location to another except as otherwise provided in this section.
- (b) In case of the death of any person owning a license, the license may be transferred to the administrator, executor or personal representative of the deceased person, or the lawful heirs of the deceased person, if such heirs make application and meet all of the other qualifications contained in this chapter. The license of such deceased person shall be held by the administrator, executor or personal representative of such deceased person only for the time necessary to complete execution of the estate and dispose of the license or interest therein, but in no event beyond the expiration of the license, unless renewed in accordance with this chapter.

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- (c) In the event of the bankruptcy or in the event that any applicant shall have a receiver appointed by any court of competent jurisdiction, such license shall be transferable to such receiver or trustee in bankruptcy for such period of time as may be granted by the police chief for the proper liquidation of such assets and stock and goods of alcoholic beverages.
 - (d) Nothing in this section, however, shall prohibit one or more of the members of a limited liability company or the partners of a partnership holding a license to withdraw from the limited liability company or partnership and to assign his interest in such limited liability company or partnership to one or more of the members or partners who were members or partners at the time of the issuance of the license. Such a withdrawal shall not, however, serve to bring any new ownership into the limited liability company or partnership.
 - (e) This section shall not prohibit transfer of stock to persons who held more than ten percent of any class of stock in the corporate ownership at the time of issuance of the license.
 - (f) A change of location with no change in ownership shall be allowed for any license under this article provided the licensee files with the police chief the following information on the new location:
 - (1) Proof of planning and zoning compliance;
 - (2) Proof of building code compliance;
 - (3) A legal description of the property upon which the new premises is located;
 - (4) An affidavit from a registered surveyor stating that the establishment complies with any distance or location requirements contained in this chapter; and
 - (5) Proof of ownership, or control, of the premises of the new location in accordance with this chapter.
 - (g) Should a transfer of location be approved the license fee paid for the old location shall be applied to the new location.
 - (h) Any change of location allowed under this section may be denied or revoked on the same basis as for an application for license.
 - (i) In the event of the total sale of a business which holds a valid license pursuant to this chapter, the purchaser of said business may continue to operate said business pursuant to this article so long as the purchaser completes the application process described herein prior to assuming responsibility for operating said business. No additional licensing fee shall be due from purchaser until the expiration of the license in existence at the time of the sale of said business.
 - (j) At the time a transfer application is filed, a transfer fee shall be paid in an amount as established by resolution of the city council.

Sec. 8-84. Term; renewal.

- (a) All alcoholic beverage licenses shall be valid only for the calendar year indicated thereon and shall expire at midnight on December 31 of the year in which issued.
- (b) No licensee shall have any vested right to renewal of any city issued license. A licensee that desires to continue in business during the next or subsequent calendar year must submit to the police chief a complete renewal application for such year on or before December 1 of the preceding year.
- (c) All applications for the renewal of licenses shall be treated as applications for new licenses, except that applicants for a retail dealer license for the sale of distilled spirits need not publish notice of intent.
- (d) All applicants who fail to submit an application for renewal as required by this section must pay a penalty equal to ten percent of all license fees prior to the issuance of a renewed license.

Sec. 8-85. Automatic license forfeiture for nonuse.

- (a) Failure to open for business within six months immediately following the issuance of an alcoholic beverage license shall result in the automatic forfeiture of the license without the necessity of any further action.
- (b) Failure to operate the business authorized by a license under this chapter for a period of three consecutive months after the business has begun operating, shall result in the automatic forfeiture of the license without the necessity of any further action.

Sec. 8-86. Suspension or revocation of license.

- (a) Whenever the state revokes any permit or license to manufacture or sell alcoholic beverages, the city issued license shall thereupon be immediately revoked.
- (b) The police chief shall revoke any license where:
 - (1) Any licensed establishment is in violation of section 8-115 of this code;
 - (2) The license of any licensee has been suspended three or more times in any consecutive 12-month period;
 - (3) Alcoholic beverages have been manufactured, sold or distributed during a period of suspension.
- (c) The police chief may suspend or revoke any license where:
 - (1) The licensee furnishes fraudulent or untruthful information on the license application;
 - (2) The licensee fails to pay all fees, taxes or other charges imposed under the provisions of this chapter;
 - (3) The police chief learns the licensee did not meet or no longer meets the licensing qualifications;
 - (4) Any act or omission of a licensee, owner of more than 20 percent interest in the licensed establishment, agent or employee of the licensee or licensed establishment which constitutes a violation of federal or state law or any provision of this chapter regardless of whether any criminal prosecution or conviction ensues;
 - (5) The licensee no longer maintains adequate financial responsibility upon which issuance of the license was conditioned;
 - (6) The licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the city.
- (d) Whenever the police chief is granted discretion to suspend or revoke a city issued license, he shall exercise such discretion within the following guidelines:
 - (1) No suspension shall be for a period of time longer than the time remaining on such license.
 - (2) The following factors shall be considered regarding any suspension or revocation:
 - a. Consistency of penalties;
 - b. Likelihood of deterring future wrongdoing;
 - c. Impact of the offense on the public welfare, safety, health;
 - d. Any mitigating circumstances or remedial or corrective steps taken by the licensee; and
 - e. Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.
- (e) When a license is suspended or revoked, the city shall not be required to refund any portion of any business tax or license fee to the holder of such suspended or revoked license.
- (f) When a license is revoked, the former licensee is not permitted to make application for a new license under this chapter for one year after the date of revocation.

Sec. 8-87. Hearing.

- (a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided. This section does not apply to employee pouring permits.
- (b) The police chief shall provide written notice to any applicant or licensee of his decision to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such denial, suspension or revocation, and shall advise the applicant of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by the decision of the police chief may have a review thereof by appeal to the city council. Such appeal shall be by written petition, filed in the office of the police chief within 15 days after the decision of the police chief.
- (c) A hearing shall be conducted on each appeal within 30 days of the date of filing with the police chief unless a continuance of such date is agreed to by the appellant and the police chief. The appellant at such hearing shall have the right to be represented by an attorney, and to present evidence and cross-examine witnesses.
- (d) Within 15 days after the conclusion of the hearing, the police chief shall notify the appellant in writing of the city council's decision with the reasons therefore stated.
- (e) The decision of the city council shall be final unless appealed within 30 days of the date of said decision by certiorari the Hall County Superior Court.

Secs. 8-88—8-100. Reserved.***ARTICLE III. REGULATION******DIVISION 1. GENERALLY*****Sec. 8-101. Copy of ordinance.**

The holder of every alcoholic beverage license hereunder shall have available in his place of business at all times a copy of this article and shall be responsible for compliance herewith by persons on the premises.

Sec. 8-102. Registered agent.

All licensed establishments must have and continuously maintain in Hall County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served. This person must be a resident of Hall County. The licensee shall file such forms as required by the police chief to provide the name and address of the registered agent and consent of such agent to serve in said capacity. The registered agent shall submit a release permitting the Flowery Branch Police Department to perform an investigation to verify his residency.

Sec. 8-103. Service of notice generally.

For the purpose of this chapter, notice shall be deemed delivered three days after the date of deposit to the United States Post Office by certified mail.

Sec. 8-104. Lighting.

Each building in which the business is to be located shall contained sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all time form the front on the street on

which the building is located so as to reveal the inside retail area of the building and so as to reveal all of the outside of the premises of the building.

Sec. 8-105. Management and operation.

The licensee shall be responsible for the management and operation of the business for which the license is granted and shall be responsible for all violations of this chapter by the licensee's agents and employees.

Sec. 8-106. Advertising.

All advertising for consumption of alcoholic beverages on the premises is hereby prohibited except as provided for in the following:

- (1) Licensees shall not advertise, directly or indirectly, the sale of alcoholic beverages other than in the principal building for which the license is issued, on a website owned by the licensee or on a social media account owned by the licensee. Advertising displayed within the principal buildings shall not be displayed within view of the general public from the doors or windows of such principal building.
- (2) Wholesale and consumption on the premises licensees shall be permitted to advertise by means of radio, T.V. or newspaper provided that prices and brand names of alcoholic beverages shall not be used.
- (3) Notwithstanding the foregoing, no trade name, corporate name, or name of a business shall be allowed to use the words "Beer," "Wine," or "Beer and Wine" in such name.

Sec. 8-107. Retailer to purchase from licensed wholesaler.

- (a) No retailer shall purchase alcoholic beverages from any person, firm or corporation other than a wholesaler licensed under this chapter.
- (b) The police chief or his designee may request, from time to time, information concerning purchases and sales of alcoholic beverages from retailers and wholesalers.
- (c) Amenity permits are exempt from this section.

Sec. 8-108. Inventory of alcoholic beverages.

- (a) All alcoholic beverages shall be stored only on the premises for which the license is issued.
- (b) It shall be unlawful for any person or corporation not holding an alcoholic beverage license granted by the city to store any alcoholic beverages on the grounds of any retail establishment excluding alcoholic beverages for personal consumption in accordance with all applicable provisions of law.

Sec. 8-109. Adding to containers prohibited.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage container or in any other manner to misrepresent the quantity, quality or brand name of any alcoholic beverage.

Sec. 8-110. Malt beverage and wine tastings.

- (a) An ancillary license is required for any malt beverage or wine tasting where samples are offered to the public as a promotion for the sale of malt beverage or wine at retail for consumption on the premises or in closed packages for consumption off the premises.

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- (b) A request by a licensee to conduct a malt beverage or wine tasting may be approved by the city manager when such request is made in writing on an application furnished by police chief at least ten days prior to the event and under the following conditions:
- (1) A malt beverage or wine tasting must comply with all local and state laws and regulations pertaining to the sale and distribution of alcoholic beverages in the state and the city;
 - (2) All malt beverages or wines secured for a wine tasting must be obtained through a wholesale dealer or brew pub possessing a valid current license to distribute malt beverage or wine issued by the city;
 - (3) Samples shall not exceed six ounces nor shall any individual be offered more than four samples within a calendar day;
 - (4) A bona fide nonprofit charitable or civic organization that seeks to conduct a wine tasting shall comply with all requirements set forth in O.C.G.A. §§ 3-9-3, 3-9-4, and 3-9-5 and must make application at least ten business days prior to the proposed event on forms supplied by the police chief; the city manager may waive a portion of such waiting period and/or permit fee upon good cause being shown;
 - (5) A for-profit organization that seeks to conduct a malt beverage tasting and is not licensed shall comply with all requirements set forth in O.C.G.A. § 3-5-20 and must make application ten business days prior to the proposed event on forms supplied by the police chief;
 - (6) A for-profit organization that seeks to conduct a wine tasting and is not licensed shall comply with all requirements set forth in O.C.G.A. § 3-6-20 and must make application ten business days prior to the proposed event on forms supplied by the police chief;
 - (7) A nonrefundable fee in an amount established by resolution of the city council will be charged for the processing of an application for a malt beverage or wine tasting.

Sec. 8-111. Minors; exemptions.

- (a) It is unlawful for any person to knowingly, directly or through another person, furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any minor.
 - (b) It is unlawful for any minor to purchase or knowingly possess any alcoholic beverage.
 - (c) It is unlawful for any person to knowingly or intentionally act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
 - (d) It is unlawful for any minor to misrepresent his age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage.
 - (e) The prohibition contained in subsection (a) of this section shall not apply with respect to the sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverages is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification card, or driver's license. "Proper identification" shall not include any traffic citation, complaint form, birth certificate, or Social Security card.
 - (f) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished is actually 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and to be furnished with proper identification as provided for in subsection (e) of this section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so knowingly.
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- (g) Any attempt to commit any act made unlawful by this section shall be itself unlawful and subject to punishment in the municipal court.
 - (h) Violation of any provisions of this section shall constitute an offense hereunder and shall be punishable in the municipal court; provided, violation of this section by persons who have not yet reached the age of 17 years shall be handled as provided by the juvenile court system.
 - (i) The sale, purchase or possession of alcoholic beverages for consumption to minors shall be allowed under the following circumstances:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony; or
 - (3) In the home with parental consent.

Sec. 8-112. Employment of minors.

- (a) Nothing contained in this article shall be construed to prohibit any minor from:
 - (1) Dispensing, serving, selling or handling alcoholic beverages as a part of employment in any licensed establishment;
 - (2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured;
 - (3) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment; or
 - (4) Purchasing, drinking or possessing any alcoholic or malt beverage or wine if such person is at the time acting for and on behalf of law enforcement agencies conducting bona fide investigations of license holders and/or their employees.
- (b) Except, no person shall allow or require a person in their employment under 18 years of age to dispense, serve, sell, or take orders for any alcoholic beverage.
- (c) The provisions of this section shall not prohibit persons under 18 years of age who are employed in supermarkets, convenient stores, breweries, manufacturing facilities or drug stores from selling or handling alcoholic beverages which are sold for consumption off premises.

Sec. 8-113. Prohibited sales.

- (a) No licensee nor any agent or employee of a licensee shall furnish, sell or offer to sell any malt beverage and/or wine to any person who is confined in any jail, penal institution, correctional facility, prison camp, penitentiary or other lawful place of confinement, or to any person who is a patient or inmate of the Central State Hospital, or to any person who is noticeably intoxicated, or is of unsound mind, or is a habitual drunkard whose intemperate habits are known to the licensee or the agent or employee.
- (b) No licensee nor any agent or employee of a licensee shall sell any alcoholic beverage through or by means of a drive-in window.
- (c) No licensee nor any agent or employee of a licensee shall sell or offer for sale alcoholic beverages by use of vending machines.
- (d) No licensee nor any agent or employee of a licensee shall sell, offer for sale possess or permit the consumption on the licensed premises of any kind of alcoholic beverages the sale, possession or consumption of which is not authorized under his license.
- (e) It shall be unlawful for any licensee hereunder to make deliveries of any alcoholic beverages by the drink beyond the boundaries of the premises covered by the license. The sale of alcoholic beverages for

consumption by persons in any back room or side room which is not open to general public use is prohibited, except that private parties or conventions, which have been scheduled in advance, may be served in public or private dining rooms or meeting rooms and provided further that this prohibition shall not apply to the consumption hereunder by the registered guests of any hotel or motel in their designated rooms.

Sec. 8-114. Consumption in public; possession or consumption on city property; exemption.

- (a) No person shall consume any alcoholic beverage from any open container while in or upon any area open to the public, whether public or private.
- (b) This section shall not apply in the following instances:
 - (1) The city manager, or his designee, may allow consumption of alcoholic beverages during special events that are open to the public or are on city property by approval of a written application made to the city manager or his designee upon forms provided by the city under the following conditions:
 - a. *One drink limit.* No person shall hold in his possession more than one alcoholic beverage in a paper or plastic cup.
 - b. *Size limited to 16 fluid ounces.* No container in which an alcoholic beverage is dispensed shall exceed 16 fluid ounces in size. No person shall hold in his possession any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 - c. *Drinking from a can, bottle or glass is prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle or glass vessel or to possess in an open can, bottle or glass vessel any alcoholic beverage.
 - d. All alcoholic beverages shall only be served by a licensed caterer or eating establishment.
 - e. *Designated cups.* All alcoholic beverages shall be consumed from a cup designated and approved by the City.
 - (2) For a downtown dining district, as defined by this chapter:
 - a. For the purposes of this chapter only, a downtown dining district is defined as follows: A specifically authorized and pedestrian oriented area of the city as established by resolution of mayor and council that allows those establishments located in the downtown dining district with valid consumption on the premises licenses, growler licenses, or amenity permits to dispense and/or serve an alcoholic beverage for carry out purposes, provided all other laws, rules and ordinances are followed.
 - b. Within a downtown dining district, any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a plastic cup; provided, however, that no person shall remove more than one such alcoholic beverage from the licensed premises at a time.
 - c. Within a downtown dining district, no unsealed container in which an alcoholic beverage is dispensed shall not exceed 16 fluid ounces in size. No person shall hold in their possession on the streets and sidewalks, in parks and squares, or in other public places within a downtown dining district any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 - d. It shall be unlawful within a downtown dining district for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass, or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private.
 - e. No alcoholic beverage may be consumed outside of the downtown dining district, or upon any private property, without the express consent of the private property owners.

Sec. 8-115. Restrictions on entertainment and attire.

The following types of entertainment, attire and conduct are not permitted upon any premises licensed to sell, serve or dispense alcoholic beverages or upon any premises licensed under the business ordinances of the city in which alcoholic beverages are consumed, allowed or dispensed on the premises:

- (1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or of any portion of the male or female pubic hair, anus, cleft of the buttocks, vulva or genitals;
- (2) Live entertainment where any person appears in the manner described in this section, or where any person performs acts of or acts which simulate:
 - a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
 - b. The touching, caressing or fondling of the breast, buttock, anus or genitals;
 - c. The displaying of the pubic hair, anus, vulva or genitals; or
- (3) The showing of any film, still pictures, electronic reproduction or other visual reproductions depicting any of other acts described in this section; or
- (4) The holding, promotion or allowance of any conduct, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the above-prohibited conduct.
- (5) Nothing contained in this section shall apply to the premises of any mainstream performance house, museum or theater that derives less than 20 percent of its gross annual income from the sale of alcoholic beverages.
- (6) The findings and statement of purpose from the Flowery Branch Adult Entertainment Ordinance are hereby incorporated by reference as if fully set forth herein as the purpose for this section and all amendments hereto.

Sec. 8-116. Gambling prohibited.

There shall be no gambling, betting, games of chance of any kind, punch-boards, slot machines, or the operation of any scheme for hazarding money or any other thing of value in any place, or any room adjoining the same, leased or controlled by a licensee.

Sec. 8-117. Inspections.

Any establishment holding a license issued under this article shall at all times, during the period allowable by law for operation of the business, be open to inspection by any officer of the police department, any license inspector of the city, or to any person designated by the chief of police or the city manager. In addition, if the premises are being used after hours by employees or the owners or their agents, the premises may be inspected at this time by the designated persons in this section.

Sec. 8-118. Emergency closure of licensed premises.

The police chief or the Flowery Branch Police Department may immediately close an establishment licensed under this chapter in case of an emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed 24 hours.

Sec. 8-119. Audits; records.

- (a) In the event the police chief deems it necessary to conduct an audit of the records and books of the licensee, he shall so notify the licensee of the date, time and place of the audit. The police chief or his designee shall perform any audit authorized in this chapter. The licensee shall cooperate with the audit or forfeit any license(s) issued hereunder.
- (b) All licensees must maintain the following records for a three-year period and make them available for audit at the licensed premises:
 - (1) Monthly income or operating statements;
 - (2) Invoices showing the quantity of alcoholic beverages purchased from or sold to a wholesaler;
 - (3) Daily sales receipts showing distilled spirits, beer, wine and food sales separately (this subsection does not apply to wholesalers or retail package licensees);
 - (4) Daily cash register receipts such as Z tapes or guest tickets (this subsection does not apply to wholesalers);
 - (5) Monthly Georgia sales and use tax reports; and
 - (6) Federal income tax return with all Form 1099s.

Secs. 8-120—8-130. Reserved.

DIVISION 2. RETAIL SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES

Sec. 8-131. Consumption license exclusive of wholesale business.

It shall be unlawful for any person to hold an alcoholic license for consumption who also has any direct financial interest in any wholesale alcoholic beverage business. It shall be unlawful for the holder of any alcoholic beverage license for consumption to accept or receive financial aid or assistance from the holder of any alcoholic beverage manufacturer's or wholesale dealer's license.

Sec. 8-132. Consumption-only sales.

Persons holding a license to sell alcoholic beverages for consumption on the premises shall not be permitted to sell any alcoholic beverage by the package or bottle for consumption off premises except as provided for in Section 8-175 and Section 8-177.

Sec. 8-133. Sales off premises for catered functions.

- (a) Licensed malt beverage, wine or distilled spirits consumption on the premises locations eligible for off-premise catering licenses shall meet the following requirements:
 - (1) Any licensed alcoholic beverage locations that possess a valid license from the city or another jurisdiction which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink for consumption on the premises may be issued an off-premise catering license which authorizes such licensed alcoholic beverage caterer to sell malt beverages, wine or distilled spirits by the drink off the premises and in connection with an authorized catered function within the city limits of Flowery Branch;

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- (2) Any licensed alcoholic beverage locations that possess a valid license from another jurisdiction which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink for consumption on the premises shall make application for an off-premise catering license in accordance with this chapter, and shall pay to the city an annual license fee for operation for one calendar year in an amount as established by resolution of the city council.
 - (b) All applications for an event permit shall be submitted to the city manager or designee at least ten (10) business days prior to the event. Event permits will be issued for all catered functions located within the city limits of Flowery Branch. In order to distribute or sell malt beverages, wine or distilled spirits for consumption off the premises at an authorized catered function, a licensed alcoholic beverage caterer shall be required to:
 - (1) Possess a valid current malt beverage, wine or distilled spirits consumption off the premises catering license from the city which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink;
 - (2) Provide satisfactory reports to the police chief on forms provided by the city stating the quantity of any and all alcoholic beverages transported from the licensee's primary premises to the location of the authorized catered function and such other information as required by the police chief; and maintain original local event permits and documents required by the city in the vehicle transporting the alcoholic beverages to the catered function at all times;
 - (3) Pay a nonrefundable fee in an amount established by resolution of the city council for the processing of an application for an event permit.
 - (4) The holder of a Flowery Branch, Georgia issued alcoholic beverage license for on premise consumption may apply for an off-premises catering license and annual event permit allowing it to distribute or sell alcoholic beverages at all city sponsored events.
 - (c) The caterer, special event licensee and all employees are required to possess a pouring permit in accordance with Section 8-143. It shall be unlawful for an alcoholic beverage caterer to employ any person under 21 years of age who, in the course of employment, would dispense serve, sell or handle alcoholic beverages.
 - (d) All caterers shall be required to provide proof of liability insurance to the city in an amount equal to a minimum of \$1,000,000 and which shall name the City of Flowery Branch, Georgia as an additional insured thereon. All caterers shall be required to provide proof of alcoholic beverage liability insurance in an amount equal to a minimum of \$1,000,000 and which shall name the City of Flowery Branch, Georgia as an additional insured thereon. All event sponsors shall be required to execute an indemnification and hold harmless agreement in a form acceptable to the city wherein the sponsor shall agree to indemnify and hold harmless the City of Flowery Branch, Georgia and its elected officials, appointed officers, employees, representatives and agents from and against any and all liability, costs, including attorney's fees, expenses, damages, suits, judgements and expenses arising from the event.

Sec. 8-134. Hours and days of sale.

- (a) It shall be unlawful to sell malt beverages, wine and distilled spirits for consumption on the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The hours of sale of malt beverages, wine and distilled spirits for consumption on the premises are:
 - (1) On election days, whether primary or general election, the hours of legal sale shall be the same as any other such day of the week, except that no such alcoholic beverages shall be sold for consumption on the premises in city within 250 feet of any polling place or within 250 feet of the outer edge of any building within which such polling place is established.
 - (2) On Monday through Saturday between the hours of 7:00 a.m. and 2:00 a.m.

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- (3) On Sunday between the hours of 11:00 a.m. and 12:00 midnight so long as the establishment derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals.

Sec. 8-135. Clearing service areas.

All licensees for the sale of alcoholic beverages for consumption on the premises shall remove, or cause to be removed, from the area of the premises utilized by customers or patrons all alcoholic beverages within 45 minutes after the closing time for the sale of said alcoholic beverages.

Sec. 8-136. Poured alcohol to be transported by employees.

Poured alcoholic beverages will be transported from point of dispensing to the customer by permitted employees only.

Sec. 8-137. Delivery.

The sale of alcoholic beverages for consumption by persons in any back room or side room which is not open to general public use is prohibited, except that private parties or conventions, which have been scheduled in advance, may be served in public or private dining rooms or meeting rooms, and provided further that this prohibition shall not apply to private clubs hereunder, nor to the sale for consumption hereunder to the registered guests of any hotel or motel in their designated rooms.

Sec. 8-138. Brown bagging prohibited; exemption.

- (a) It is prohibited for any person to bring in his own alcoholic beverage in any establishment either licensed or unlicensed.
- (b) Notwithstanding subsection (a) above, eating establishments that possess corkage licenses may permit customers to bring, possess and consume bottles of wine or malt beverage growler that are owned by the customers pursuant to the conditions set forth in this division.
- (c) As used in this subsection, the term "art shop" means a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or selling and displaying portraits, paintings, sculptures, art supplies and similar art work and crafts. An art shop shall not allow activities that would cause the business to be an "adult entertainment establishment" as defined in the zoning ordinance.
- (d) The prohibition in subsection (a) shall not apply to an art shop as defined in subsection (c). Licensed art shops are subject to the specific provisions governing the operation of an art shop:
- (1) An art shop established under this section may allow customers to bring in a bottle or bottles of wine and/or beer to be consumed on the premises between the hours of 3:00 p.m. and 10:00 p.m.
 - (2) Any wine and/or beer served on the premises shall only be served by an employee of the art shop holding a valid pouring permit.
 - (3) The customer must remove any unconsumed wine and/or beer from the premises before leaving the premises.
 - (4) The brown bagging of wine and/or beer in an art shop shall be subject to this section, the City of Flowery Branch's Alcoholic Beverage Ordinance and to state law; including but not limited to, the prohibition of consumption by anyone who is under 21 years of age or intoxicated.
 - (5) An art shop may serve food provided it meets all federal, state and local requirements.

Sec. 8-139. Corkage services.

- (a) An eating establishment that possesses a license for the retail sale of wine or malt beverage growler for consumption on the premises and a corkage license may permit customers to bring, possess and consume bottles of wine or malt beverage growler that are owned by the customer and brought onto the premises under the following conditions:
 - (1) Licensee has made application as provided in this chapter for a corkage license, has been granted a corkage license by the police chief, and has paid the corkage license fee as established by resolution of the city council.
 - (2) No more than 750 milliliters of wine, per customer over the age of 21 per meal, shall be permitted to be uncorked.
 - (3) No more than 32 ounces of malt beverage, per customer over the age of 21 per meal, shall be permitted to be opened.
 - (4) Only customers seated at tables or booths shall be permitted to consume wine or malt beverages that have been provided by the customer.
 - (5) Wine and malt beverages may only be consumed by individuals who order and are served a meal by the licensee.
 - (6) Every bottle of wine or malt beverage growler brought onto the premises by a customer must be opened by permitted employees only.
 - (7) A customer may remove an uncorked bottle of wine or malt beverage growler from the premises only if the requirements of section 8-140 are met.
- (b) An eating establishment may at its discretion charge corkage fees.

Sec. 8-140. Removal of a partially consumed bottle of wine or malt beverage growler.

- (a) Any eating establishment which is licensed to sell wine or malt beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine or malt beverage growler per customer for consumption off premises under the following conditions:
 - (1) The customer has purchased a meal from the eating establishment and consumed a portion of the bottle of wine which has been purchased on the premises or has been brought onto the premises by the customer pursuant to section 8-139 or malt beverage growler that has been brought onto the premises pursuant to section 8-139.
 - (2) The partially consumed bottle of wine or malt beverage growler that is to be removed from the premises must be securely resealed by the licensee or its permitted employees before removal from the premises.
 - (3) The partially consumed bottle of wine or malt beverage growler shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently tampered with or opened.
 - (4) A dated receipt for the meal and the purchase of the bottle of wine or corkage fee shall be provided by the licensee and attached to the container.
- (b) If transported in a motor vehicle, the container with the resealed bottle of wine or malt beverage growler shall be placed in a locked glove compartment, a locked trunk or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

Sec. 8-141. Amenity license.

- (a) The Flowery Branch Police Department may grant a license for amenity alcohol sales where it is determined that the sale, service, or consumption of alcohol is not the primary business of the licensed establishment.
- (b) An amenity alcohol sales license permits the licensee to sell a patron either two (2) six (6) ounce glasses of wine two (2) twelve (12) ounce servings of beer or other malt beverage per day.
- (c) In no event shall a licensee's total annual gross alcohol revenue exceed ten (10) percent of the licensee's gross annual revenues.
- (d) Amenity alcohol sales licensees shall be required to obtain a state alcohol license for consumption on the premises and except as expressly proved for herein, shall be subject to all state and local laws, rules, and requirements, including licensing requirements and the other provisions of this chapter related to the sale of alcohol for consumption on the premises.

Sec. 8-142. Food sale requirement.

- (a) Consumption on the premises licensees shall maintain more than 40 percent of their gross sales from the sale of food; and for the purposes of this section, food shall be defined as any product intended for human consumption, except those containing alcohol, or those sold as over the counter medicines. The 40 percent ratio shall be determined on a calendar quarter basis on the monthly reports submitted by each licensee. In the event food sales fall below 40 percent of the gross sales for any quarter, then the licensee shall be placed on probation for the next succeeding quarter. At the end of the next succeeding quarter, if food sales have not attained more than 40 percent of gross sales then the police chief may suspend or revoke such license in accordance with this chapter.
- (b) Section 8-142(a) shall not apply to licensed micro-breweries or licensed micro-distilleries.

Sec. 8-143. Employee regulations.

- (a) The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:
 - (1) No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or in any managerial position, by an establishment holding a license hereunder until such person:
 - a. Demonstrates he is a certified alcohol awareness server having completed Servsafe, "Training for Intervention Procedures for Servers of Alcohol" (TIPS) or any other comparable program as approved by the police chief; and
 - b. Such person has been fingerprinted or cleared by the Flowery Branch Police Department, indicating that the person is eligible for such permit.
 - (2) No person shall be granted a pouring permit unless it appears to the satisfaction of the Flowery Branch Police Department that such person has not been convicted or plead guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling, or illegal possession or sale of controlled substances or the illegal sale or possession of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of five years of the date of conviction and has been released from

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- parole or probation. A person's first time conviction for illegal possession of alcohol as a misdemeanor or violation of a city ordinance shall not, by itself, make a person ineligible for an alcohol pouring permit.
- (3) No person shall be granted a pouring permit who has been convicted, plead guilty or entered a plea of nolo contendere to any federal, state, or local law for any felony within five years of the date of conviction and has not been released from parole or probation prior to the filing for application for such permit.
- (4) For purposes of this section, a conviction or plea of guilt or nolo contendere shall be ignored as to any offense for which defendants were allowed to avail themselves of the Georgia First Offender Act (O.C.G.A. title 42, ch. 8, art. 3, O.C.G.A. § 42-8-60 et seq.). Except, however, that any such offense shall not be ignored where the defendant violated any term of probation imposed by the court granting first offender treatment or committed another crime and the sentence in court entered an adjudication of guilt as to the crime for which the defendant had previously been sentenced as a first offender.
- (b) No permit shall be issued until such time as a signed application has been filed with the Flowery Branch Police Department and upon paying a fee which shall be established by resolution of the city council and a search of the criminal record of the applicant completed. Said application shall include, but shall not be limited to, the name, date of birth, and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall not be produced for public inspection without a court order.
- (c) The Flowery Branch Police Department shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this chapter, the Flowery Branch Police Department shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the Flowery Branch Police Department shall notify the employer that this person is not eligible for employment, the cause of such denial and their right to appeal.
- (d) It shall be the duty of all persons holding any license to serve or sell alcoholic beverages to file with the police chief the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers quarterly, on or before April 1, on or before July 1, on or before October 1 and with the December 1 annual renewal.
- (e) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the Flowery Branch Police Department.
- (f) This section shall not be construed to include employees whose duties are limited solely to those of busboy, cook or dishwasher.
- (g) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (h) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the Flowery Branch Police Department.
- (i) All permits issued hereunder remain the property of the city and shall be produced for inspection upon the demand of the police chief or Flowery Branch Police Department.
- (j) Separate permits shall be required by the police chief for each employee working in more than one establishment serving alcoholic beverages.
- (k) No person shall be issued a permit if it is determined that the person knowingly and willfully falsified, concealed or covered up any material fact by any device, trick, or scheme while making application for an alcoholic beverage pouring permit under this section.
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- (l) This applies only to establishments holding a consumption on the premises license as outlined in this chapter:
 - (1) Each licensed establishment is required to have all servers be certified as "alcohol awareness servers." Each server's certificate will be kept on site for review by any police officer, code enforcement officer or police chief posted in plain view to the public along with the license to operate the establishment.
 - (2) Each establishment will provide the police chief of the city a list of all servers that are employed and the certificate number of each "alcohol awareness server." This list is to be received no later than 60 days from receipt of license to operate and in conjunction with the renewal application.
 - (m) An alcohol pouring permit shall be issued for a period of one calendar year from the date of the original application. Once received the alcohol awareness server certification is valid for three years from the date listed on the certificate. The alcohol pouring permit must be in the possession of the employee while the employee is working at the licensed establishment. This permit must be in the possession of the employee while the pouring permit holder is working and available for inspection by the police chief or his designee.

Sec. 8-144. Underage loitering.

No person who holds an alcoholic beverage license for consumption on the premises shall allow any person less than 18 years of age to be in, frequent, or loiter in any lounge located within the licensed premises unless such person is accompanied by a parent or legal guardian.

Secs. 8-145—8-160. Reserved.

DIVISION 3. RETAIL PACKAGE SALES

Sec. 8-161. Hours and days of sale for malt beverages and wine.

- (a) It shall be unlawful to sell malt beverages and wine for consumption off the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The hours of sale of malt beverages and wine for consumption off the premises are between 7:00 a.m. and 30 minute past 12:00 midnight on Monday through Saturday, and between 12:30 p.m. and 11:30 p.m. on Sunday.

Sec. 8-162. Hours and days of sale for distilled spirits.

- (a) It shall be unlawful to sell distilled spirits for consumption off the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The exterior entrances of package stores must be locked not later than 12:00 midnight, Monday through Saturday, and not later than 11:30 p.m. on Sunday. Package stores shall not engage in the sale of distilled spirits except on Monday through Saturday between the hours of 7:00 a.m. and 12:00 midnight and on Sunday between the hours of 12:30 p.m. and 11:30 p.m.

Sec. 8-163. On-premises consumption unlawful.

It shall be unlawful for any person to consume any alcoholic beverage on premises licensed for the sale of alcoholic beverages by the package. It shall be unlawful for any retail package licensee to open or break the package of any alcoholic beverages for a purchaser or to permit the consumption of alcoholic beverages on the licensed premises. This section shall not apply with respect to:

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- (1) Tastings pursuant to a malt beverage or wine tasting license;
 - (2) Malt beverage tastings pursuant to section 8-164(5);
 - (3) Sales pursuant to a license for consumption;
 - (4) Licensed micro-breweries under Section 8-175;
 - (5) Licensed micro-distilleries under Section 8-177.

Sec. 8-164. Growlers.

Package malt beverage licensees, who are not also licensed to sell distilled spirits by the package, may fill growlers with draft beer at the licensed location subject to the following requirements:

- (1) Either at least 90 percent of the licensee's total gross sales are from the packaged sale of malt beverages and/or wine or the licensee's premises have a minimum of 400 square feet of floor space dedicated to the display of malt beverages offered for sale.
- (2) A growler shall not exceed 64 ounces.
- (3) Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler.
- (4) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (5) Each growler must be securely sealed and removed from the premises in its original sealed condition.
- (6) Consumption on the premises is strictly prohibited. However, samples of tap beers may be made available without a malt beverage tasting license, but shall not exceed six ounces nor shall any one individual be offered more than four samples within a calendar day. Any samples served on the premises shall only be served by an employee holding a valid pouring permit.

Sec. 8-165. Restrictions on other mercantile establishments.

A licensee of a retail establishment permitted to sell spirituous liquors under this chapter shall not operate such business in connection with any other mercantile establishment, except a retail store selling package malt beverages and wine and then only if such package malt beverages and wine store sells only malt beverages, wine and items of convenience normally associated with the retail sale of package malt beverages, and then only if such package malt beverages and wine is sold only for carry out purposes. No such retailer shall sell, offer for sale, display or keep stocked in his or her place of business where package spirituous liquors are offered for sale any other product or commodity except:

- (1) Wine (if licensed);
- (2) Beverages containing no alcohol and commonly used to dilute distilled spirits;
- (3) Tobacco products;
- (4) Malt beverages and beer (if licensed); and
- (5) Package ice, snacks, supplies, and accessories (including, but not limited to, containers and/or serving devices) as permitted by law.

Sec. 8-166. Applicability of article to those businesses operating both the retail sale of spirituous liquors and package malt beverages and wine.

For licensees who wish to operate a business which conducts both the retail sale of spirituous liquors and package malt beverages and wine, in the case of conflict, the provisions of this article regulating the sale of spirituous liquors shall prevail, and compliance with these provisions, rather than those provisions applicable to the license permitting the sale of package malt beverages and wine, is required. The applicant shall be required to

meet all licensee qualifications and requirements under both this article and the article governing the licensing and sales of package malt beverages and wine.

Secs. 8-167. Reserved.

DIVISION 4. WHOLESALERS

Sec. 8-168. Hours and days of sale.

Wholesalers shall not engage in the sale of alcoholic beverages except between 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no sales of alcoholic beverages on Sunday.

Sec. 8-169. Prohibited sales.

No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed under this chapter.

DIVISION 5. BREW PUBS

Sec. 8-170. Brew pubs.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to section 8-131 shall exist for owners and operators of brew pubs provided that:

- (1) No individual shall be permitted to own or operate a brew pub without first obtaining a proper brew pub license from the city council. Each brew pub license holder shall comply with all other applicable state and local license requirements. A brew pub license authorizes the holder of such license to (i) manufacture on the licensed premises not more than 5,000 barrels of beer in a calendar year solely for retail consumption on the premises and solely in draft form; and (ii) operate a restaurant that shall be the sole retail outlet for such beer and may offer for sale any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer for consumption on the premises only and, provided further, in addition to draft beer manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
- (2) Possession of a brew pub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.
- (3) A brew pub license does not authorize the holder of such license to sell alcoholic beverages by the package for consumption off the premises.
- (4) A brew pub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (5) Except as set forth in this section, a brew pub license holder shall be subject to all sections of this chapter.

Secs. 8-171—8-174. Reserved.

DIVISION 6. MICRO-BREWERIES

Sec. 8-175. Micro-breweries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for micro-breweries provided that:

- (1) No individual shall be permitted to own or operate a micro-brewery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each micro-brewery license holder shall comply with all other applicable state and local license requirements.
- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of malt beverages applicable to micro-breweries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
- (3) A micro-brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (4) Except as set forth in this section, a micro-brewery license holder shall be subject to all sections of this chapter.
- (5) The brewer may only make sales of malt beverages to an individual while the individual is physically on the brewer's licensed premises where the brewer produces malt beverages.
- (6) The brewer may only make sales of malt beverages for which the brewer is the sole owner of the brand and brand label for consumption on and off the premises.
- (7) Sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per individual per day.
- (8) The maximum amount of malt beverages the brewer may sell in each calendar year shall be 6,000 barrels in the aggregate among all the brewer's licensed premises making such sales.

Sec. 176. Reserved.

DIVISION 7. MICRO-DISTILLERIES

Sec. 177. Micro-distilleries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for micro-distilleries to manufacture distilled spirits and sell up to 750 barrels of distilled spirits per calendar year to individuals on such distiller's licensed premises for personal use and not for resale provided that:

- (1) No individual shall be permitted to own or operate a micro-distillery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each micro-distillery license holder shall comply with all other applicable state and local license requirements.

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- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of distilled spirits applicable to micro-distilleries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
 - (3) A micro-distillery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
 - (4) Except as set forth in this section, a micro-distillery license holder shall be subject to all sections of this chapter.
 - (5) The distiller may only make sales of distilled spirits to an individual while the individual is physically on the distiller's licensed premises where the distiller produces distilled spirits.
 - (6) The distiller may only make sales of distilled spirits for which the distiller has distilled, rectified, blended, aged, or bottled at one or more of its licensed premises for consumption on and off the premises. Such distiller shall only make such retail sales of distilled spirits for which such distiller is the sole owner of the brand and brand label. Such distiller shall only make such retail sales of distilled spirits at a licensed premises at which such distiller reports on-site production volume.
 - (7) Retail sales made for consumption off the premises shall not exceed a maximum of 4,500 milliliters of distilled spirits per individual per day.
 - (8) A maximum of three of such distiller's licensed premises shall be permitted to make such retail sales. If such distiller has more than one licensed premises, such distiller shall annually designate the specific licensed premises, up to a maximum of three, from which such distiller has elected to exercise its limited right to sell distilled spirits pursuant to this section.

Secs. 8-178—8-180. Reserved.

ARTICLE IV. EXCISE TAXES

DIVISION 1. GENERALLY

Sec. 8-181. Unlawful retail sales.

It shall be a violation of this chapter for any person to sell at retail within the city alcoholic beverages on which the taxes provided for in this article have not been paid.

Sec. 8-182. Reports.

In administration of the provisions of this article, the city may require the filing of reports by any person having in such person's possession or custody information relating to alcoholic beverage sales which are subject to the tax. Reports shall be filed with the police chief when required by the city and shall set forth the purchase price for each purchase, the date or dates of purchase and such other information as the city may require.

Sec. 8-183. Misstatements or concealment of facts in reports.

Any misstatement or concealment of fact in reports required by this article shall be grounds for suspension or revocation of the license issued and shall make the licensee liable to prosecution for perjury under the laws of the state.

Sec. 8-184. Failure to timely pay taxes; penalties and interest.

In the event the tax due hereunder is not paid within the time required, the licensee shall pay a penalty of 15 percent of the unpaid tax plus interest at a rate of one percent per month on the unpaid tax.

Sec. 8-185. Deficiency determination; penalties and interest.

- (a) If the city has cause to believe that the return or returns of the tax or the amount of the tax required to be paid to the city by any person is not proper, it may compute and determine the amount required to be paid upon the basis of any information that is within or may come into its possession. One or more deficiency determinations may be made of the amount due for any monthly period.
- (b) The city or its designated representatives shall give to the licensee written notice of its determination by certified mail. Notice shall be deemed delivered three days after the date of deposit to the United States Post Office by certified mail.
- (c) Deficiencies must be paid to the city no later than five days after delivery of the deficiency notice. Any licensee who fails to pay such deficiency within the time required shall pay a penalty of 15 percent of the deficiency amount plus interest at a rate of one percent per month of the unpaid deficiency.

Sec. 8-186. Failure to make a return; penalties and interest.

- (a) If any licensee fails to make a return for the tax levied under this article, the police chief shall make an estimate of the amount of the gross receipts of the licensee or as the case may be; of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the police chief. Upon the basis of this estimate, the police chief shall compute and determine the amount required to be paid the city, adding to the sum thus determined a penalty equal to 15 percent thereof. One or more determinations may be made for one or for more than one period.
- (b) In making a determination, the police chief may offset overpayments for a period or penalties and against the interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) of this section.
- (c) The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month or any fraction of a month from the 20th day after the close of the monthly period for which the amount or any portion thereof should have been returned, until the date of payment.
- (d) If the failure of any person to file a return is due to fraud or an intent to evade this subdivision or rules and regulations, a penalty of 25 percent of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the 15 percent penalty.

Sec. 8-187. Collection.

At any time within three years after any tax or any amount of tax required to be collected becomes due and payable and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the city may bring an action in the courts of this state, any other state or of the United States in the

name of the city to collect the amount delinquent together with penalties and interest, court fees, filing fees, attorneys' fees and other legal fees incident thereto.

Sec. 8-188. Successors and assigns liable.

- (a) If any licensee liable for any amount under this article sells or terminates the business, the licensee's successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the police chief, showing that the amount has been paid or a certificate stating that no amount is due.
- (b) If the purchaser of a business fails to withhold purchase price as required, the purchaser becomes personally liable for the payment of the amount required to be withheld by the purchaser to the extent of the purchase price, valued in money. Within 30 days after receiving a written request from the purchaser for a certificate, the police chief shall either issue the certificate or mail notice to the purchaser at the purchaser's address as it appears on the records of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall start to run at the time the operator sells the business or at the time that the determination against the operator becomes final, whichever event shall last occur.

Sec. 8-189. Taxes paid more than once or erroneously collected.

Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously collected or received by the city under this article, it may be offset. If the licensee believes it has overpaid or paid more than once, then it will have three years from date of payment to file claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved, the excess amount paid to the city may be credited on any amounts due and payable from the licensee by whom it was paid or such person's successors or assigns.

Secs. 8-190—8-200. Reserved.

DIVISION 2. WHOLESALERS AND BREW PUBS

Sec. 8-201. Levy of malt beverage excise tax.

There is hereby levied and imposed upon each wholesale dealer, brew pub, and microbrewery selling malt beverages and wine within the City of Flowery Branch an excise tax in the following amounts:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container sold containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons.
- (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.

Sec. 8-202. Levy of wine and distilled spirits excise tax; exemptions.

- (a) There is hereby levied and imposed upon each wholesale dealer and micro-distillery selling wine and distilled spirits within the City of Flowery Branch, Georgia, an excise tax in the amount of \$.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) Pursuant to O.C.G.A. §§ 3-6-70 and 3-6-71, no tax shall be levied under this section with respect to:

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- (1) Wine sold to and used by established and recognized churches and synagogues for use in sacramental services only;
 - (2) Any sale of wine which is exempt from taxation by the state or under the Constitution of the United States;
 - (3) Wine sold to persons outside this state for resale or consumption outside this state; or
 - (4) Wines which contain less than one-half of one percent alcohol by volume.

Sec. 8-203. Collection.

The taxes levied in this division are hereby levied upon the retailer licensed to do business in the city and it is the intent of this division to so levy this tax but require the payment of the tax at the time of delivery by the retailer to the wholesaler, who shall have the responsibility of remitting the tax to the city on behalf of the retailer.

Sec. 8-204. Unlawful deliveries.

It shall be unlawful and a violation of this chapter for any wholesale dealer or distributor to deliver any alcoholic beverages spirits to any retail dealer in the city without at the time of such delivery collecting the excise taxes provided for in this division.

Sec. 8-205. Reports and remittance.

On or before the 20th day of each calendar month, each wholesaler shall make a verified and comprehensive report to the city, which shall correctly show and reflect all sales and deliveries of all alcoholic beverages to or for retail dealers in the city for the calendar month immediately preceding the date of the report. The report shall show the name and address of each retail dealer, the quantities delivered to each retail dealer, the amount of excise tax collected under the terms of this division, and such other reasonable information as may be requested by the city. The report shall be accompanied by remittance payable to the city for all taxes collected or due, as shown on the report.

Sec. 8-206. Noncompliance by wholesale dealer; distributor.

If any wholesale dealer or distributor fails or refuses to make the reports required herein, the city shall notify such dealer or distributor in writing and if the reports are not made and the taxes, penalties and interest are not remitted within five days from the date of delivery of such notice, such wholesale dealer or distributor shall be prohibited from making any further deliveries in the city.

Secs. 8-207—8-220. Reserved.

DIVISION 3. PER DRINK

Sec. 8-221. Levy and collection of excise tax.

- (a) There is hereby imposed and levied upon every purchaser of alcoholic beverages by the drink within this city a tax in an amount equal to three percent of the purchase price charged to the purchaser for such drink.
- (b) Every licensee or his agent is hereby authorized and directed to collect the tax imposed herein from purchasers of alcoholic beverages by the drink within the licensed premises. Such licensee or agent shall furnish such information as may be required by the city to facilitate the collection of the tax.
- (c) In all cases where the collection of food and drinks is by deferred payment or credit, the licensee is liable at the time of and to the extent that such credits are incurred in accordance with the rate of tax owing on the amount thereof. The city shall have authority to adopt rules and regulations prescribing methods and schedules for collection and payment of the tax.

Sec. 8-222. Reports and remittance.

- (a) The tax imposed by this division shall become due and payable from the purchaser at the time of purchase of any mixed drink in this city. All amounts of such taxes collected by the licensees shall be due and payable to the city monthly on or before the 20th day of every month next succeeding each respective monthly period for which the tax is imposed; provided, however, that upon a proper showing that the tax imposed will not be collected until after a regular billing period of the collecting agent then the collection of the tax may be deferred by the city for an additional period not exceeding 30 days.
- (b) On or before the 20th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city in such form as the city may prescribe by every licensee liable for the payment of tax hereunder. All returns shall show the gross receipt of the sale of distilled spirits by the drink and the amount of tax collected on such drinks.
- (c) Copies of the "summary of sales" showing delivery by each supplier to consumption on the premises licensees shall be furnished to the police chief with each monthly payment.
- (d) Licensees collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if such amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state tax under the Georgia Retailers' and Consumers' Sales and Use Tax Act, approved February 20, 1951, as now or hereafter amended (O.C.G.A. § 48-8-1 et seq.).



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance Numbers 717 and 718 amending the city code of the City of Flowery Branch to allow for micro-breweries and micro-distilleries.

DATE: June 17, 2024

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

BUDGET INFORMATION:

ANNUAL- N/A
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: Amend the alcoholic beverage code to allow for micro-breweries and micro-distilleries.

HISTORY: Changes to state law in the last few years have allowed for new business models in the alcoholic beverage establishment market. Among these new models are smaller breweries and distilleries that manufacture their own malt beverages or distilled spirits they are allowed to sell to individuals for personal use both in containers and for consumption on the premises.

FACTS AND ISSUES: Adoption of this ordinance would allow for the licensing of micro-breweries and micro-distilleries in the city limits. A companion ordinance making changes to the City's zoning code would allow these establishments to be located in the Central Business District if granted a Conditional Use Permit by City Council. These establishments are exempt from the food sale requirement and thus may warrant close monitoring to ensure they maintain the friendly and safe atmosphere typically marketed by such businesses.

OPTIONS:

- 1) Approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
 - 2) Do not approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
-

RECOMMENDED SAMPLE MOTION:

I move to approve the first read of Ordinance Number 717 and 718 (read separately) adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

DEPARTMENT: Legal

Prepared by: Ted Baggett



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider May 18, 2024 Special Called City Council Meeting Minutes

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial May 18, 2024 Special Called Meeting Minutes.pdf](#)



**City of Flowery Branch
Special Called City Council Meeting
Saturday, May 18, 2024, 12:00 PM
The Retreat at River Forks Park
3500 Keith Bridge Road, Gainesville, GA 30504**



CALL TO ORDER:

Mayor Asbridge called the special called council meeting to order at 12:02 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Planning & Community Development Director Rich Atkinson, Human Resources Director Krystle Hightower, Finance Director Matt Hamby, Public Work & Utilities Director Bill Whidden, Director of Fun Renee Carden, Utilities Manager Peter Woerner, City Attorney Ted Baggett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

PARKING AND MOBILITY STUDY:

Joel Mann, Stantec, presented the initial thoughts on parking strategies for the City. Mr. Mann reported that data was collected on traffic patterns relative to special events and during non-event conditions. Street improvements are needed as well as walking connections from new parking to downtown destinations are essential.

Council held a discussion with Mr. Mann.

PHASE II PRESENTATION BY PARKSIDE PARTNERS:

Kyle Jenks and Eli Green from Parkside Partners presented a Downtown Development Phase II Study. Phase II Development Objectives included the following:

- Create a vibrant, desirable, and walkable downtown.
- Position the City for long-term growth via infrastructure improvements.
- Add new, high-quality residential to the downtown area.
- Activate & improve existing greenspace.
- Enhance and increase food, beverage, and retail opportunities.

There were many designs and inspirational examples given for potential residential, commercial, and retail concepts.

Council held a discussion with Mr. Jenks and Mr. Green.

ECONOMIC DEVELOPMENT:

Taylor Smith, Economic Development Director with the City of Thomaston explained the importance of having an economic development director. He explained how his role has helped develop downtown Thomaston and revitalize the area that once was empty.

Council held a discussion with Mr. Smith.

PUBLIC UTILITIES:

Trey Gavin, ESG Engineering, Inc. presented a discussion on water, stormwater, and wastewater. Mr. Gavin explained stormwater regulations and requirements. He discussed the City's existing water system, storage, and distribution and gave an overview of responsibilities and the components of a water system. He provided an update on the wastewater treatment facility.

Council held a discussion with Mr. Gavin.

ALCOHOL LICENSING REGULATIONS:

City Attorney Baggett presented alcohol licensing regulations. He gave an overview of the allowed alcohol uses that are currently in use in the City.

Council held a discussion with City Attorney Baggett.

EXECUTIVE SESSION: There was no executive session.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 5:50 p.m.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider June 6, 2024 Special Called City Council Meeting Minutes

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial June 6, 2024 Special Called City Council Meeting Minutes.pdf](#)



**City of Flowery Branch
Special Called City Council Meeting
Thursday, June 6, 2024, 9:00 AM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL TO ORDER:

Mayor Asbridge called the council meeting to order at 9:08 a.m.

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

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

Absent: Council Member William McDaniel

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

PUBLIC HEARING:

Public Hearing for FY2025 Budget and Tax Year 2024 Millage Rate

Director Hamby presented the FY2025 budget and tax year 2024 millage rate.

General Fund (Revenues)



Property Tax (based on current millage of 3.264):

- Estimated to increase revenue by \$181,000
- Other Revenues:
 - Local Options Sales Tax 43%
 - TAVT 22%
 - Insurance Premium Tax 17%

Director Hamby advised there was an error the estimated to increase revenue by \$240,000 instead of \$181,000.

General Fund (Expenditures)



- Planned increases for personnel (4% COLA & 2% Merit)
- Addition of 2 new positions: Department of Fun Assistant (1) and W/S Maintenance Trainee (1)
- Additional \$1,233,515 transfer to capital projects.
- Overall General Fund Budget = 14%



PROJECTED REVENUES AND OTHER SOURCES
GENERAL FUND SUMMARY

REVENUE SOURCE	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	
Current Real & Personal	\$ 2,134,881	\$ 2,838,592	\$ 3,018,764	6.3%
Mobile Home Tax	1,465	500	500	0.0%
Motor Vehicle	8,753	7,500	7,500	0.0%
Total Current Taxes	2,145,099	2,846,592	3,026,764	6.3%
Penalties & Interest	1,597	1,000	2,500	150.0%
Total Property Taxes	2,146,696	2,847,592	3,029,264	6.4%
Title Ad Valorem Tax	583,793	475,000	580,000	22.1%
Alternative Ad Valorem Tax	7,076	5,000	5,000	0.0%
Intangible Tax	26,043	25,000	18,000	-28.0%
Railroad Equipment Tax	473	500	500	0.0%
Street Light Tax	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	21,272	10,000	14,000	40.0%
Franchise Fees	659,716	640,000	627,000	-2.0%
Local Option Sales Tax	2,392,395	1,680,000	2,403,687	43.1%
Alcoholic Beverage Taxes	368,908	337,250	320,000	-5.1%
Occupational Tax	86,089	40,000	45,000	12.5%
Insurance Premium Tax	831,227	707,000	833,000	17.8%
Financial Institution Tax	23,230	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	-	603	N/A
Total Other Taxes	5,009,935	3,951,860	4,878,900	23.5%
Fines, Fees, and Forfeitures	433,651	417,650	517,650	23.9%
Permits and Zoning Fees	255,049	227,800	302,600	32.8%
Alcohol Licenses & Fees	83,320	79,000	89,000	12.7%
Other Fees and Licenses	19,416	26,100	29,100	11.5%
Interest	43,070	142,000	160,000	12.7%
Intergovernmental Revenue	1,403	20,000	-	-100.0%
Rent - Tourism	59,595	84,000	49,500	-41.1%
Lease Revenue	52,767	-	-	N/A
Miscellaneous	26,333	42,720	42,720	0.0%
Charges for Services - Indirect Cost Allocat	-	789,679	812,759	2.9%
Total Other	974,605	1,828,949	2,003,329	9.5%
Total Operating Revenues	8,131,235	8,628,401	9,911,493	14.9%
Other Financing Sources				
Transfers from Other Funds	147,272	125,000	70,000	-44.0%
Sale of General Fixed Assets	-	500	-	-100.0%
Budgeted Fund Balance	-	-	-	N/A
Total Other Financing Sources	147,272	125,500	70,000	-44.2%
Total Revenues & Other Sources	\$ 8,278,507	\$ 8,753,901	\$ 9,981,493	14.0%

SUMMARY OF EXPENDITURES & OTHER USES
GENERAL FUND SUMMARY

DEPARTMENTAL EXPENDITURES	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Mayor & Council	\$ 64,838	\$ 81,857	\$ 83,507	2.0%
City Clerk	76,719	172,746	204,021	18.1%
City Manager	98,978	249,046	247,677	-0.5%
Financial Services	565,136	857,857	905,233	5.5%
Human Resources	-	-	24,550	N/A
Public Lands & Buildings	191,418	217,360	286,300	31.7%
Municipal Court	201,248	241,258	285,922	18.5%
Police	2,079,341	2,703,489	2,875,785	6.4%
Highways & Street Administration	565,308	1,311,196	1,326,315	1.2%
Planning & Community Development	899,566	1,048,665	1,119,175	6.7%
Tourism	348,674	502,273	690,425	37.5%
Agency Allocations - Other	37,473	42,500	52,607	23.8%
Risk Management	106,200	212,000	310,000	46.2%
Contingency	-	254,849	336,461	32.0%
Departmental Expenditures	5,234,897	7,895,096	8,747,978	10.8%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
Total Other Transfers	-	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	850,000	858,805	1,233,515	43.6%
Total Other Uses	850,000	858,805	1,233,515	43.6%
Total Expenditures & Other Uses	6,084,897	8,753,901	9,981,493	14.0%
Revenues Over / (Under) Expenditures	\$ 2,193,610	\$ -	\$ -	N/A

Millage Comparison



YOUR TAX DOLLAR AT WORK

A Quick-Look Summary of the Adopted \$9.981 Million
FY 2025 General Fund Budget



Public Safety
\$ 0.29

Operations
\$0.22

Public Works
\$0.16

H&D
\$0.11

GF Capital
\$ 0.12

Municipal Court
\$ 0.03

**Tourism
\$0.07



Millage Comparison



Tax Bill Comparison

Average Homestead Exempt Home Value \$ 425,000



Flowery Branch Tax Bill with Roll Back

$\$425,000 \times 40\% = \$170,000$ Assessed Value

$\$170,000 / 1,000 = 170$

$170 \times 3.053 = \$519.01$

Average Homestead Exempt Home Value \$ 425,000



Total Annual
Difference
\$35.87 or \$2.99
per month

Flowery Branch Tax Bill without Roll Back

$\$425,000 \times 40\% = \$170,000$ Assessed Value

$\$170,000 / 1,000 = 170$

$170 \times 3.264 = \$554.88$

Millage Comparison



Millage Comparison



YOUR TAX DOLLAR BREAKDOWN

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

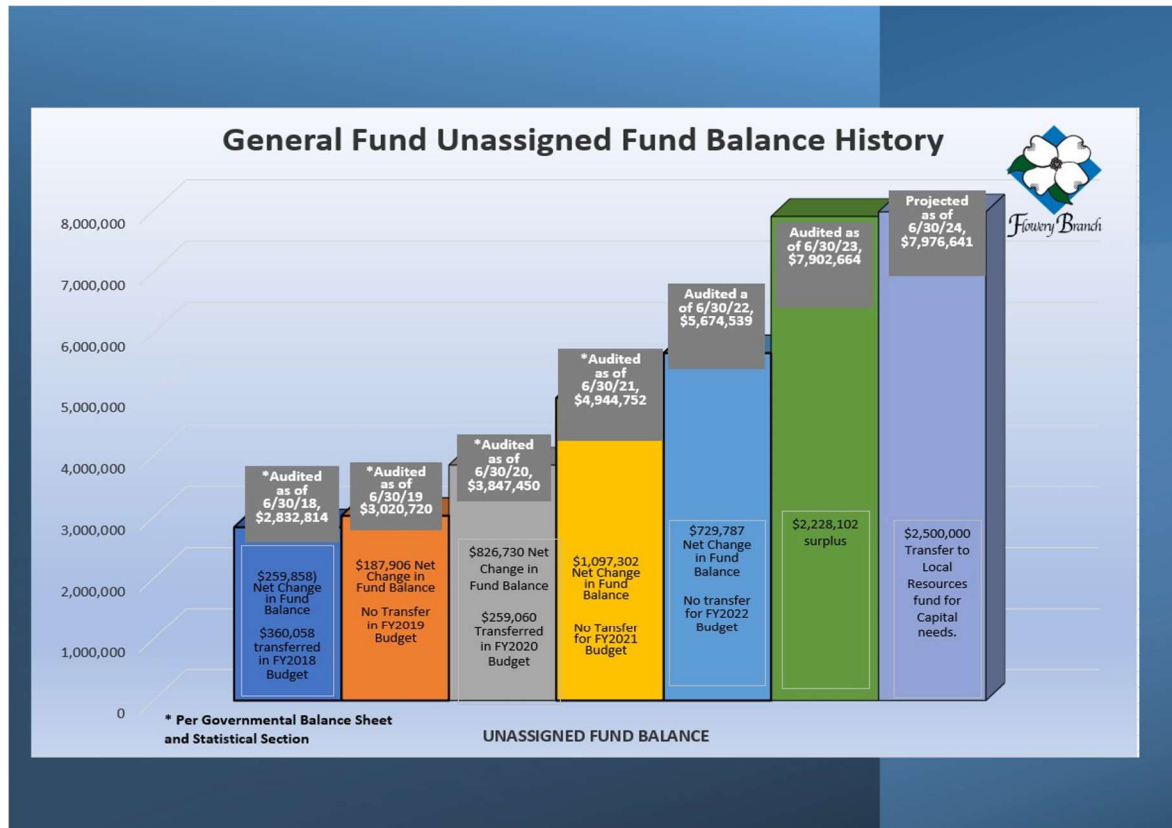


Hall County Schools
\$0.59

Hall County
\$0.30

Flowery Branch
\$ 0.11





Water & Wastewater Fund (Revenues)

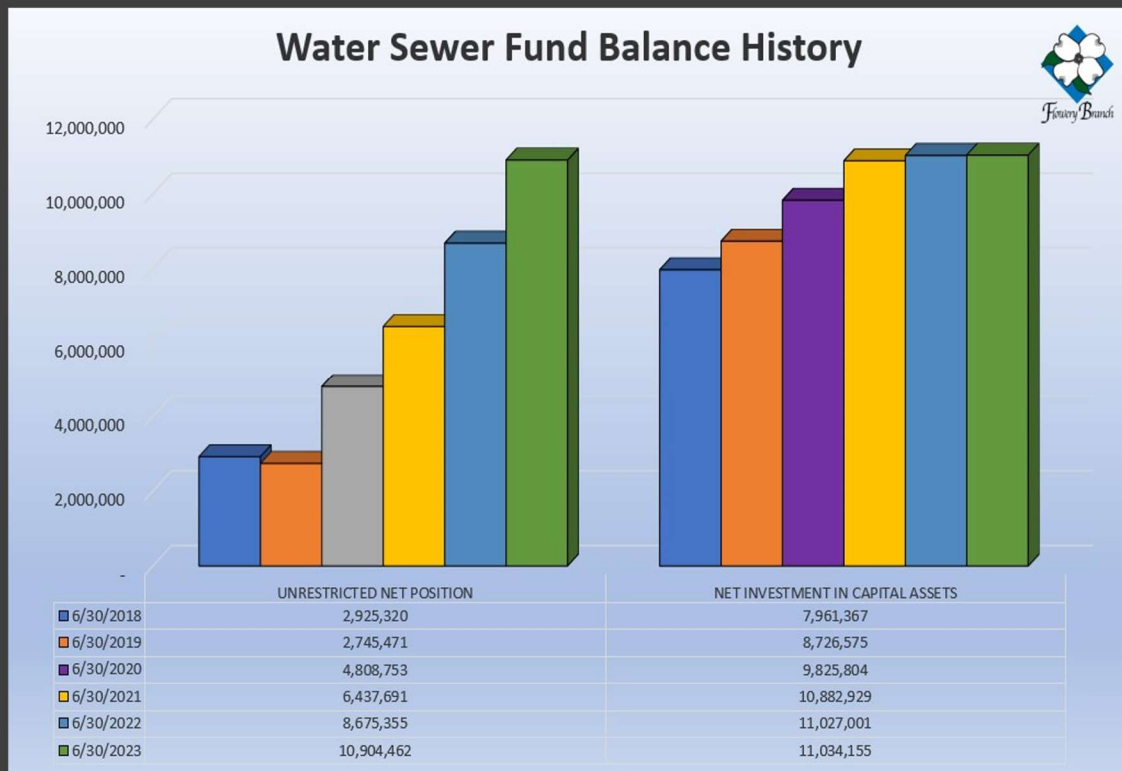
- Water and Sewer Revenue:
 - Increase in collections as our community continues to grow and a planned rate increase.

Water & Wastewater Fund (Expenditures)

- All Departments:
 - Planned increases for personnel
 - Increased cost in chemicals and supplies
 - Cost for sending flow to Gainesville.



Water & Sewer Fund Summary:			
Revenues	FY2023 Actual	FY2024 Budget	FY2025 Budget
Water Charges	\$ 1,186,538	\$ 1,100,000	\$ 1,302,500
Meter Set Fees	43,185	15,000	110,520
Admin Fees	53,318	42,000	50,000
Sewer Charges - Billed By Gainesville	1,256,296	1,100,000	1,400,000
Sewer Charges	1,160,745	1,130,100	1,525,000
Bank Fees / Bad Check Fees	158	-	-
Interest Revenue	66,609	332,200	375,000
Penalties / Reconnect Fees	58,502	50,000	50,000
W&S Misc Revenue	(34,838)	-	-
S/F.O.G & Pre-Treatment Permits	8,280	7,000	7,500
WI Rebates from Gainesville	68,232	30,000	75,000
Transfers in - Development Charges	330,214	-	-
Budgeted Net Position	-	-	-
Total Revenues	\$ 4,197,238	\$ 3,806,300	\$ 4,895,520
Expenses			
Personal Services	1,279,805	711,090	\$ 839,324
Professional & Other Services	592,488	678,900	\$ 894,473
Supplies & Operating Charges	840,938	800,800	\$ 1,872,448
Indirect Cost Allocation	-	789,679	\$ 812,759
Capital Outlay	-	-	\$ 12,000
Depreciation	485,790	-	-
Contingency	-	380,918	-
Debt Service	52,337	444,913	464,516
Total Operating Expenses	\$ 3,251,358	\$ 3,806,300	\$ 4,895,520
Excess Revenues Over/(Under) Expenses	\$ 945,879	\$ -	\$ -





Confiscated Assets Fund

FUND DESCRIPTION:			
This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Confiscated Assets Fund is used to account for certain asset seizures confiscated by the City Police Department			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Confiscations - State	\$ 507	\$ 12,254	\$ 25,000
Confiscations - Local	-	-	-
Confiscations - Federal	-	-	-
Budget Fund Balance	-	30,172	-
Total Revenue	507	42,426	25,000
Expenditures:			
Professional & Other Services	-	-	-
Supplies & Operating Charges	65	42,426	25,000
Capital Outlay	-	-	-
Total Expenditures	65	42,426	25,000
<i>Excess Revenues Over/(Under) Expenditures</i>	442	-	-



American Rescue Plan Fund

FUND DESCRIPTION:			
This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The American Rescue Plan Fund is used to account for certain expenditures authorized under the American Rescue Plan Act.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
American Rescue Plan	\$ 887,585	\$ -	\$ -
Interest Revenue	6,510	30,000	2,000
Budget Fund Balance	-	2,056,253	50,000
Total Revenue	894,095	2,086,253	52,000
Expenditures:			
Capital Outlay	75,685	1,086,253	52,000
Transfers out	811,900	1,000,000	-
Total Expenditures	887,585	2,086,253	52,000
<i>Excess Revenues Over/(Under) Expenditures</i>	6,510	-	-



Tax Allocation District

FUND DESCRIPTION:			
This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Tax Allocation District is used to account for ad valorem property tax collections derived from the City's Tax Allocation District (Downtown) for the purpose of stimulating private development in this area.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
TAD revenue - Hall Co. Portion	\$ 506,174	\$ 569,700	\$ 600,000
TAD revenue - City Portion	398,974	550,000	637,438
Rental Income	22,825	101,923	116,341
Interest revenue	60,666	20,000	40,000
Transfers in	149,254	-	-
Budget Fund Balance	-	363,250	-
Total Revenue	1,137,893	1,604,873	1,393,779
Expenditures:			
Professional and Other Services	368,463	560,000	429,952
Capital Outlay	2,649,940	699,379	569,033
Debt Service	271,544	345,494	394,794
Transfers Out	-	-	-
Total Expenditures	3,289,947	1,604,873	1,393,779
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(2,152,054)</i>	<i>-</i>	<i>-</i>



Information Technology Fund

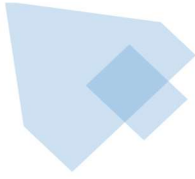
FUND DESCRIPTION:			
This fund is used to account for an Information Technology fee derived from each citation issued by the City of Flower Branch Police officers, for the purpose of improving functionality and efficiency through the use of enhance technology.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Technology Fees	\$ 28,961	\$ 20,000	\$ 35,000
Interest Revenue	-	-	-
Transfer In	-	-	-
Budget Fund Balance	-	15,000	-
Total Revenue	28,961	35,000	35,000
Expenditures:			
Supplies and Operating Charges	42,167	35,000	35,000
Transfers Out	-	-	-
Capital Outlay	-	-	-
Total Expenditures	42,167	35,000	35,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(13,206)</i>	<i>-</i>	<i>-</i>

**Hotel/Motel Tax Fund**

FUND DESCRIPTION:			
Hotel/Motel Tax is a tax on room rentals at hotels, motels, Air BNB and VRBO located within the City. The tax was assessed at the rate of 5% for fiscal years before 2020 and was raised to 8% thereafter. The revenue assumption for the fiscal year budget presented here was projected by calculating the forecasted tax base for the coming fiscal year and then assessing the base at the rate of 8%.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
CVB Hotel Tax Revenue - City's portion	\$ 98,181	\$ 85,000	\$ 70,000
Tourism Product Development	49,091	40,000	35,000
CVB Hotel Tax Revenue - CVB's portion	114,545	85,000	80,000
Interest Revenue	-	-	-
Budget Fund Balance	-	-	-
Total Revenue	261,817	210,000	185,000
Expenditures:			
Capital Outlay	-	-	35,000
Convention Visitors Bureau	114,545	85,000	80,000
Transfers Out	147,272	125,000	70,000
Total Expenditures	261,817	210,000	185,000
<i>Excess Revenues Over/(Under) Expenditures</i>	0	-	-

**EMPLOYEE BENEFITS FUND**

DEPARTMENT DESCRIPTION:			
The Employee Benefits Fund accounts for the cost of providing life, health and other insurance benefits to City employees and retirees and their dependents, plus administrative costs and claims associated with these insurance components. As this is an internal service fund, which is used to provide goods and services to the departments and agencies within the city, costs of these goods and services are charged to the various departments.			
EMPLOYEE BENEFITS FUND SUMMARY			
REVENUES	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
Premiums	\$ -	\$ 1,408,000	\$ 1,452,000
Interest	-	-	-
Transfers in	-	-	-
Budgeted Net Position	-	-	-
Total Revenues	-	1,408,000	1,452,000
EXPENDITURES			
Personal Services	-	122,552	131,518
Health Insurance Premiums/Claims Expense	-	892,278	903,633
Life Insurance Premiums	-	5,233	5,398
Vision Insurance Premiums	-	4,734	5,208
Dental Insurance Premiums	-	28,824	30,743
Long-term Disability Insurance	-	17,871	16,500
Administration/Wellness Program	-	23,000	23,000
Pension cost	-	270,000	336,000
Other Costs	-	43,508	-
Total Expenditures	\$ -	\$ 1,408,000	\$ 1,452,000
<i>Excess Revenues Over/(Under) Expenditures</i>	\$ -	\$ -	\$ -



CAPITAL IMPROVEMENT PROGRAM FUND SUMMARY			
EXPENDITURES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
City Managers Office			
Downtown Development Phase II	-	418,305	200,000
City Buildings Security	-	50,000	70,000
Financial Services			
City Hall Debt Services	-	342,917	344,848
IT Equipment Upgrades Annual Program	100,000	25,000	148,710
Community Development Department			
Planning Software	-	50,000	-
Police			
Police Vehicles		329,000	130,000
Public Works - Public Land and Buildings			
Roberts Drive Site Improvements	-	-	600,000
Gateway Signs	-	-	350,000
Annual Paving Program	580,095	1,773,797	1,479,675
Parks Property & Improvements	-	244,428	170,572
Sidewalk Program	-	50,000	50,000
Stormwater Program	-	-	259,957
Tourism			
Landscaping	-	100,000	150,000
Public Bathroom	-	-	150,000
Caboose Renovations	-	30,000	30,000
Tourism Building Renovation	-	-	50,000
Tourism/Event Signs	-	-	100,000
Amphitheater Stage Cover	-	-	150,000
Department of Water Resources			
Wastewater Expansion (CWSRF)	-	11,485,000	25,000,000
Waterline Improvements	250,000	140,000	140,000
Water Distribution System Upgrade (DWSRF)	200,000	200,000	200,000
Wells 4 & 5 (DWSRF)	937,990	1,120,000	140,000
4 Door Crew Truck (2)	-	-	115,000
New Elevated Water Tower Lights	-	-	100,000
Total Expenditures	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

TOTAL FOR ALL FUNDS:				
By Fund:	FY2023 Approved:	FY2024 Approved:	FY2025 Proposed:	Percent Change from FY2024 to FY2025:
General Fund	\$ 7,139,034	\$ 8,753,901	\$ 9,981,493	14.02%
Confiscated Assets Fund	\$ 32,800	\$ 32,800	\$ 25,000	-23.78%
American Rescue Plan Act	\$ 1,554,429	\$ 2,029,758	\$ 52,000	-97.44%
Tax Allocation District Fund	\$ 3,591,848	\$ 1,371,923	\$ 1,393,779	1.59%
Information Tech Fund	\$ 40,909	\$ 35,000	\$ 35,000	0.00%
Hotel Motel Fund	\$ 210,000	\$ 210,000	\$ 185,000	-11.90%
Capital Funds	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762	64.75%
TOTAL GOVERNMENTAL FUNDS:	\$ 23,023,616	\$ 30,720,634	\$ 41,801,034	36.07%
Water/Wastewater Operating	\$ 3,185,862	\$ 3,806,300	\$ 4,895,520	28.62%
TOTAL ENTERPRISE FUNDS:	\$ 3,185,862	\$ 3,806,300	\$ 4,895,520	28.62%
Employee Benefits Operating	\$ -	\$ 1,408,000	\$ 1,474,000	4.69%
TOTAL INTERNAL SERVICE FUNDS:	\$ -	\$ 1,408,000	\$ 1,474,000	4.69%
Less Transfers To/From *****	\$ -	\$ 5,186,607	\$ 3,590,274	-30.78%
TOTAL BUDGET BY FISCAL YEAR:	\$ 26,209,478	\$ 30,748,327	\$ 44,580,280	44.98%

**** Transfers include duplicated expenditures in other funds such as: Transfer to Capital, Indirect Cost Allocation & Employee Benefits Fund Cost Share.



Resolution 24-003 To Adopt the FY2025 Annual Budget

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 9:36 a.m.

MOTION: Joe Anglin

SECOND: Chris Mundy

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider June 6, 2024, 6:00 PM City Council Meeting Minutes

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial June 6, 2024, 6PM City Council Meeting Minutes.pdf](#)



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



CALL WORK SESSION TO ORDER:

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

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

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

Absent: Council Member Joe Anglin

PLEDGE OF ALLEGIANCE:

The Flowery Branch Police Cadets Presented the Posting of the Colors. Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

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

MOTION: Chris Mundy

SECOND: Oliver McClellan

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

NAYS: None

Motion carried.

PUBLIC HEARING:

Public Hearing for Amending the Zoning Ordinance to Correct Typographical Errors in Article 9 Section 9.3.

City Attorney Baggett presented amending the zoning ordinance to correct typographical errors in Article 9 Section 9.3. Table 9.2 contains two typographical errors, namely referring to Neighborhood Zoning as “INS” instead of “NS” in the first row, and by using the word minimum instead of “maximum” on the ninth row.

Public Comments:

In Favor: None

Against: None

Mayor Asbridge closed the public hearing at 6:04 p.m.

Public Hearing for Amending the Zoning Map of the City of Flowery Branch, Georgia by Rezoning One Parcel of Real Property by Edge City Lights Ferry, LLC.

Director Atkinson presented amending the zoning map of the City of Flowery Branch by rezoning 9.393 +/- acre tract of land known as 0 Gainesville Street from PUD to R-2 with the intent to develop and construct eleven single family detached homes.

Public Comments:

In Favor: None

Against: None

Mayor Asbridge closed the public hearing at 6:08 p.m.

Public Hearing for FY2025 Budget and Tax Year 2024 Millage Rate.

Director Hamby presented FY2025 Budget and Tax Year 2024 Millage Rate.

General Fund (Revenues)



Property Tax (based on current millage of 3.264):

- Estimated to increase revenue by \$240,000

• Other Revenues:

- Local Options Sales Tax 43%
- TAVT 22%
- Insurance Premium Tax 17%

General Fund (Expenditures)



- Planned increases for personnel (4% COLA & 2% Merit)
- Addition of 2 new positions: Department of Fun Assistant (1) and W/S Maintenance Trainee (1)
- Additional \$1,233,515 transfer to capital projects.
- Overall General Fund Budget = 14%



PROJECTED REVENUES AND OTHER SOURCES GENERAL FUND SUMMARY

REVENUE SOURCE	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	
Current Real & Personal	\$ 2,134,881	\$ 2,838,592	\$ 3,018,764	6.3%
Mobile Home Tax	1,465	500	500	0.0%
Motor Vehicle	8,753	7,500	7,500	0.0%
Total Current Taxes	2,145,099	2,846,592	3,026,764	6.3%
Penalties & Interest	1,597	1,000	2,500	150.0%
Total Property Taxes	2,146,696	2,847,592	3,029,264	6.4%
Title Ad Valorem Tax	583,793	475,000	580,000	22.1%
Alternative Ad Valorem Tax	7,076	5,000	5,000	0.0%
Intangible Tax	26,043	25,000	18,000	-28.0%
Railroad Equipment Tax	473	500	500	0.0%
Street Light Tax	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	21,272	10,000	14,000	40.0%
Franchise Fees	659,716	640,000	627,000	-2.0%
Local Option Sales Tax	2,392,395	1,680,000	2,403,687	43.1%
Alcoholic Beverage Taxes	368,908	337,250	320,000	-5.1%
Occupational Tax	86,089	40,000	45,000	12.5%
Insurance Premium Tax	831,227	707,000	833,000	17.8%
Financial Institution Tax	23,230	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	-	603	N/A
Total Other Taxes	5,009,935	3,951,860	4,878,900	23.5%
Fines, Fees, and Forfeitures	433,651	417,650	517,650	23.9%
Permits and Zoning Fees	255,049	227,800	302,600	32.8%
Alcohol Licenses & Fees	83,320	79,000	89,000	12.7%
Other Fees and Licenses	19,416	26,100	29,100	11.5%
Interest	43,070	142,000	160,000	12.7%
Intergovernmental Revenue	1,403	20,000	-	-100.0%
Rent - Tourism	59,595	84,000	49,500	-41.1%
Lease Revenue	52,767	-	-	N/A
Miscellaneous	26,333	42,720	42,720	0.0%
Charges for Services - Indirect Cost Allocat	-	789,679	812,759	2.9%
Total Other	974,605	1,828,949	2,003,329	9.5%
Total Operating Revenues	8,131,235	8,628,401	9,911,493	14.9%
Other Financing Sources				
Transfers from Other Funds	147,272	125,000	70,000	-44.0%
Sale of General Fixed Assets	-	500	-	-100.0%
Budgeted Fund Balance	-	-	-	N/A
Total Other Financing Sources	147,272	125,500	70,000	-44.2%
Total Revenues & Other Sources	\$ 8,278,507	\$ 8,753,901	\$ 9,981,493	14.0%

SUMMARY OF EXPENDITURES & OTHER USES

GENERAL FUND SUMMARY

DEPARTMENTAL EXPENDITURES	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Mayor & Council	\$ 64,838	\$ 81,857	\$ 83,507	2.0%
City Clerk	76,719	172,746	204,021	18.1%
City Manager	98,978	249,046	247,677	-0.5%
Financial Services	565,136	857,857	905,233	5.5%
Human Resources	-	-	24,550	N/A
Public Lands & Buildings	191,418	217,360	286,300	31.7%
Municipal Court	201,248	241,258	285,922	18.5%
Police	2,079,341	2,703,489	2,875,785	6.4%
Highways & Street Administration	565,308	1,311,196	1,326,315	1.2%
Planning & Community Development	899,566	1,048,665	1,119,175	6.7%
Tourism	348,674	502,273	690,425	37.5%
Agency Allocations - Other	37,473	42,500	52,607	23.8%
Risk Management	106,200	212,000	310,000	46.2%
Contingency	-	254,849	336,461	32.0%
Departmental Expenditures	5,234,897	7,895,096	8,747,978	10.8%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
	-	-	-	N/A
Total Other Transfers	-	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	850,000	858,805	1,233,515	43.6%
				N/A
Total Other Uses	850,000	858,805	1,233,515	43.6%
Total Expenditures & Other Uses	6,084,897	8,753,901	9,981,493	14.0%
Revenues Over / (Under) Expenditures	\$ 2,193,610	\$ -	\$ -	N/A

Millage Comparison



YOUR TAX DOLLAR AT WORK

A Quick-Look Summary of the Adopted \$9.981 Million
FY 2025 General Fund Budget



Public Safety \$ 0.29
Operations \$0.22
Public Works \$0.16
H&D \$0.11
GF Capital \$ 0.12

Municipal Court
\$ 0.03

***Tourism
\$0.07



Millage Comparison



Millage Comparison



YOUR TAX DOLLAR BREAKDOWN

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



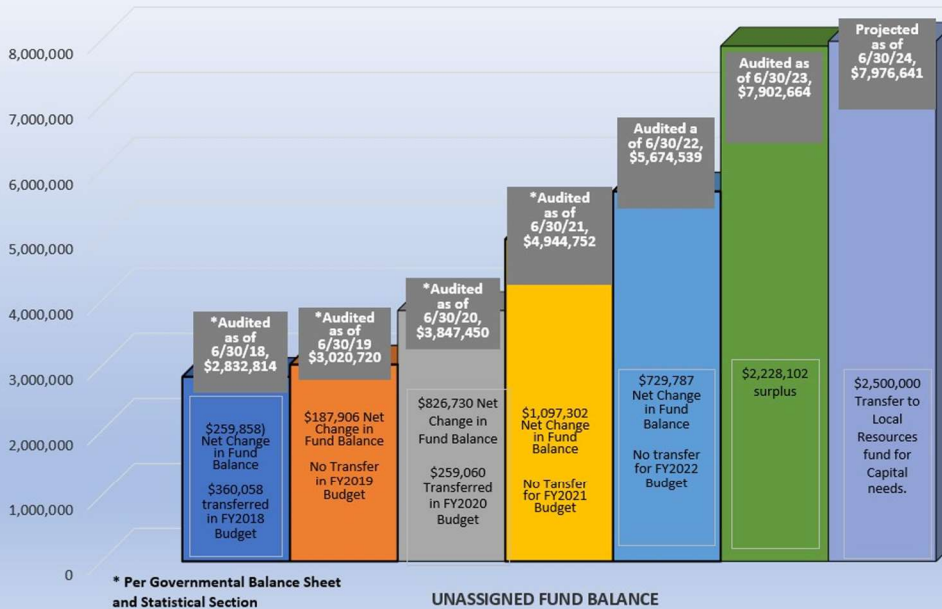
Hall County Schools
\$0.59

Hall County
\$0.30

Flower Branch
\$ 0.11



General Fund Unassigned Fund Balance History





Water & Wastewater Fund (Revenues)

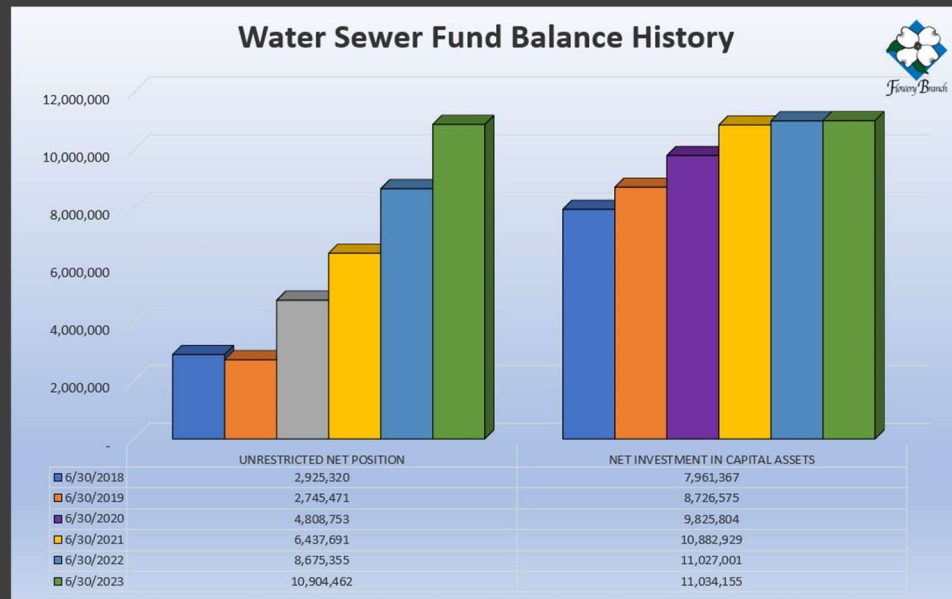
- Water and Sewer Revenue:
- Increase in collections as our community continues to grow and a planned rate increase.

Water & Wastewater Fund (Expenditures)

- All Departments:
- Planned increases for personnel
- Increased cost in chemicals and supplies
- Cost for sending flow to Gainesville.

Water & Sewer Fund Summary:

Revenues	FY2023 Actual	FY2024 Budget	FY2025 Budget
Water Charges	\$ 1,186,538	\$ 1,100,000	\$ 1,302,500
Meter Set Fees	43,185	15,000	110,520
Admin Fees	53,318	42,000	50,000
Sewer Charges - Billed By Gainesville	1,256,296	1,100,000	1,400,000
Sewer Charges	1,160,745	1,130,100	1,525,000
Bank Fees / Bad Check Fees	158	-	-
Interest Revenue	66,609	332,200	375,000
Penalties / Reconnect Fees	58,502	50,000	50,000
W&S Misc Revenue	(34,838)	-	-
S/F.O.G & Pre-Treatment Permits	8,280	7,000	7,500
WI Rebates from Gainesville	68,232	30,000	75,000
Transfers in - Development Charges	330,214	-	-
Budgeted Net Position	-	-	-
Total Revenues	\$ 4,197,238	\$ 3,806,300	\$ 4,895,520
Expenses			
Personal Services	1,279,805	711,090	\$ 839,324
Professional & Other Services	592,488	678,900	\$ 894,473
Supplies & Operating Charges	840,938	800,800	\$ 1,872,448
Indirect Cost Allocation	-	789,679	\$ 812,759
Capital Outlay	-	-	\$ 12,000
Depreciation	485,790	-	-
Contingency	-	380,918	-
Debt Service	52,337	444,913	464,516
Total Operating Expenses	\$ 3,251,358	\$ 3,806,300	\$ 4,895,520
Excess Revenues Over/(Under) Expenses	\$ 945,879	\$ -	\$ -



Confiscated Assets Fund

FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Confiscated Assets Fund is used to account for certain asset seizures confiscated by the City Police Department

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Confiscations - State	\$ 507	\$ 12,254	\$ 25,000
Confiscations - Local	-	-	-
Confiscations - Federal	-	-	-
Budget Fund Balance	-	30,172	-
Total Revenue	507	42,426	25,000
Expenditures:			
Professional & Other Services	-	-	-
Supplies & Operating Charges	65	42,426	25,000
Capital Outlay	-	-	-
Total Expenditures	65	42,426	25,000
<i>Excess Revenues Over/(Under) Expenditures</i>	442	-	-



American Rescue Plan Fund

FUND DESCRIPTION:			
This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The American Rescue Plan Fund is used to account for certain expenditures authorized under the American Rescue Plan Act.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
American Rescue Plan	\$ 887,585	\$ -	\$ -
Interest Revenue	6,510	30,000	2,000
Budget Fund Balance	-	2,056,253	50,000
Total Revenue	894,095	2,086,253	52,000
Expenditures:			
Capital Outlay	75,685	1,086,253	52,000
Transfers out	811,900	1,000,000	-
Total Expenditures	887,585	2,086,253	52,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>6,510</i>	<i>-</i>	<i>-</i>

Tax Allocation District

FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Tax Allocation District is used to account for ad valorem property tax collections derived from the City's Tax Allocation District (Downtown) for the purpose of stimulating private development in this area.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
TAD revenue - Hall Co. Portion	\$ 506,174	\$ 569,700	\$ 600,000
TAD revenue - City Portion	398,974	550,000	637,438
Rental Income	22,825	101,923	116,341
Interest revenue	60,666	20,000	40,000
Transfers in	149,254	-	-
Budget Fund Balance	-	363,250	-
Total Revenue	1,137,893	1,604,873	1,393,779
Expenditures:			
Professional and Other Services	368,463	560,000	429,952
Capital Outlay	2,649,940	699,379	569,033
Debt Service	271,544	345,494	394,794
Transfers Out	-	-	-
Total Expenditures	3,289,947	1,604,873	1,393,779
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(2,152,054)</i>	<i>-</i>	<i>-</i>



Information Technology Fund

FUND DESCRIPTION:			
This fund is used to account for an Information Technology fee derived from each citation issued by the City of Flower Branch Police officers, for the purpose of improving functionality and efficiency through the use of enhance technology.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Technology Fees	\$ 28,961	\$ 20,000	\$ 35,000
Interest Revenue	-	-	-
Transfer In	-	-	-
Budget Fund Balance	-	15,000	-
Total Revenue	28,961	35,000	35,000
Expenditures:			
Supplies and Operating Charges	42,167	35,000	35,000
Transfers Out	-	-	-
Capital Outlay	-	-	-
Total Expenditures	42,167	35,000	35,000
Excess Revenues Over/(Under) Expenditures	(13,206)	-	-

Hotel/Motel Tax Fund

FUND DESCRIPTION:			
Hotel/Motel Tax is a tax on room rentals at hotels, motels, Air BNB and VRBO located within the City. The tax was assessed at the rate of 5% for fiscal years before 2020 and was raised to 8% thereafter. The revenue assumption for the fiscal year budget presented here was projected by calculating the forecasted tax bas for the coming fiscal year and then assessing the base at the rate of 8%.			
CONFISCATED ASSETS FUND SUMMARY			
	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
CVB Hotel Tax Revenue - City's portion	\$ 98,181	\$ 85,000	\$ 70,000
Tourism Product Development	49,091	40,000	35,000
CVB Hotel Tax Revenue - CVB's portion	114,545	85,000	80,000
Interest Revenue	-	-	-
Budget Fund Balance	-	-	-
Total Revenue	261,817	210,000	185,000
Expenditures:			
Capital Outlay	-	-	35,000
Convention Visitors Bureau	114,545	85,000	80,000
Transfers Out	147,272	125,000	70,000
Total Expenditures	261,817	210,000	185,000
Excess Revenues Over/(Under) Expenditures	0	-	-

EMPLOYEE BENEFITS FUND**DEPARTMENT DESCRIPTION:**

The Employee Benefits Fund accounts for the cost of providing life, health and other insurance benefits to City employees and retirees and their dependents, plus administrative costs and claims associated with these insurance components. As this is an internal service fund, which is used to provide goods and services to the departments and agencies within the city, costs of these goods and services are charged to the various departments.

EMPLOYEE BENEFITS FUND SUMMARY

REVENUES	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
Premiums	\$ -	\$ 1,408,000	\$ 1,452,000
Interest	-	-	-
Transfers in	-	-	-
Budgeted Net Position	-	-	-
Total Revenues	-	1,408,000	1,452,000
EXPENDITURES			
Personal Services	-	122,552	131,518
Health Insurance Premiums/Claims Expense	-	892,278	903,633
Life Insurance Premiums	-	5,233	5,398
Vision Insurance Premiums	-	4,734	5,208
Dental Insurance Premiums	-	28,824	30,743
Long-term Disability Insurance	-	17,871	16,500
Administration/Wellness Program	-	23,000	23,000
Pension cost	-	270,000	336,000
Other Costs	-	43,508	-
Total Expenditures	\$ -	\$ 1,408,000	\$ 1,452,000
Excess Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -

CAPITAL IMPROVEMENT PROGRAM FUND SUMMARY

EXPENDITURES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
City Managers Office			
Downtown Development Phase II	-	418,305	200,000
City Buildings Security	-	50,000	70,000
Financial Services			
City Hall Debt Services	-	342,917	344,848
IT Equipment Upgrades Annual Program	100,000	25,000	148,710
Community Development Department			
Planning Software	-	50,000	-
Police			
Police Vehicles	-	329,000	130,000
Public Works - Public Land and Buildings			
Roberts Drive Site Improvements	-	-	600,000
Gateway Signs	-	-	350,000
Annual Paving Program	580,095	1,773,797	1,479,675
Parks Property & Improvements	-	244,428	170,572
Sidewalk Program	-	50,000	50,000
Stormwater Program	-	-	259,957
Tourism			
Landscaping	-	100,000	150,000
Public Bathroom	-	-	150,000
Caboose Renovations	-	30,000	30,000
Tourism Building Renovation	-	-	50,000
Tourism/Event Signs	-	-	100,000
Amphitheater Stage Cover	-	-	150,000
Department of Water Resources			
Wastewater Expansion (CWSRF)	-	11,485,000	25,000,000
Waterline Improvements	250,000	140,000	140,000
Water Distribution System Upgrade (DWSRF)	200,000	200,000	200,000
Wells 4 & 5 (DWSRF)	937,990	1,120,000	140,000
4 Door Crew Truck (2)	-	-	115,000
New Elevated Water Tower Lights	-	-	100,000
Total Expenditures	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

TOTAL FOR ALL FUNDS:				
	FY2023	FY2024	FY2025	Percent Change
By Fund:	Approved:	Approved:	Proposed:	from FY2024 to FY2025:
General Fund	\$ 7,139,034	\$ 8,753,901	\$ 9,981,493	14.02%
Confiscated Assets Fund	\$ 32,800	\$ 32,800	\$ 25,000	-23.78%
American Rescue Plan Act	\$ 1,554,429	\$ 2,029,758	\$ 52,000	-97.44%
Tax Allocation District Fund	\$ 3,591,848	\$ 1,371,923	\$ 1,393,779	1.59%
Information Tech Fund	\$ 40,909	\$ 35,000	\$ 35,000	0.00%
Hotel Motel Fund	\$ 210,000	\$ 210,000	\$ 185,000	-11.90%
Capital Funds	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762	64.75%
TOTAL GOVERNMENTAL FUNDS:	\$ 23,023,616	\$ 30,720,634	\$ 41,801,034	36.07%
Water/Wastewater Operating	\$ 3,185,862	\$ 3,806,300	\$ 4,895,520	28.62%
TOTAL ENTERPRISE FUNDS:	\$ 3,185,862	\$ 3,806,300	\$ 4,895,520	28.62%
Employee Benefits Operating	\$ -	\$ 1,408,000	\$ 1,474,000	4.69%
TOTAL INTERNAL SERVICE FUNDS:	\$ -	\$ 1,408,000	\$ 1,474,000	4.69%
Less Transfers To/From *****	\$ -	\$ 5,186,607	\$ 3,590,274	-30.78%
TOTAL BUDGET BY FISCAL YEAR:	\$ 26,209,478	\$ 30,748,327	\$ 44,580,280	44.98%
**** Transfers include duplicated expenditures in other funds such as: Transfer to Capital, Indirect Cost Allocation & Employee Benefits Fund Cost Share.				

Public Comments:

In Favor: None

Against: None

Mayor Asbridge closed the public hearing at 6:22 p.m.

NEW BUSINESS -WORK SESSION:

Discuss the Potential Submittal of a Conditional Use Permit to Construct a Gas Station/Convenience Store at 4714 Hog Mountain Road.

Terry Boomer, P.E., LJA Engineering, 130 East Main Street, Canton, Georgia presented a discussion regarding a potential submittal of a conditional use permit to construct a food mart with fuel sales at 4714 Hog Mountain Road, Flowery Branch, Georgia. The property is currently vacant and is zoned Highway Business District. The development will require a conditional use permit for a food mart with fuel sales per code.

Due to the property's dimensions, being of narrow depth, this limits how the proposed use can be set and orientated. There are also extreme topographic conditions to the southwest portion of the property that also limits where and how the building may be placed. The requested variance is

asking for a 15' relief to the rear building setback, setting the proposed rear setback to a 10' setback. As the rear of the property contains a wall that drops to the rear of the buildings on the neighboring property, this will not cause any adverse impacts to the neighboring properties.

Council held a discussion with Mr. Boomer.

Consider Intergovernmental Agreement for Maintenance and Improvement of the Highlands to Islands Multi-Use Trail with Hall County.

City Manager Parrish presented an Intergovernmental Agreement for maintenance and improvement of the Highlands to Islands Multi-Use Trail with Hall County. This is a five-year agreement with Hall County and two other municipalities. Each City and County which is a party to this agreement shall be responsible for funding maintenance and improvements necessary to ensure the function and usability of the developed portion of the Highlands to Islands Multi-Use Trail.

Receive information in a Presentation Regarding the Gross Maximum Price (GMP) of the Water Reclamation Facility (WRF) from the Construction Manager at Risk (CMAR) Team.

Mr. Pavel Mayfield, Archer Western Construction presented the Gross Maximum Price (GMP) of the Water Reclamation Facility (WRF). The Construction Manager at Risk develops the price at 80% engineering design and then takes the risk of anything over the GMP after its delivery.



Flowery Branch WRF— New Facility





Flowery Branch WRF– New Facility



Council held a discussion with Mr. Mayfield.

Consider Brand Refresh From Radical Design Co, LLC

Director Carden presented a consideration to approve the Brand Refresh from Radical Design Co, LLC.

ALWAYS BLOOMING LOGO



RADICAL | The City of Flowery Branch
DESIGN CO

Confidential & Proprietary. 15

Council held a discussion with Director Carden.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden noted upcoming events and gave an update on the synthetic grass that is being installed at the Market Pavilion.

Finance Department Report:

Director Hamby reported the budget charts can be viewed on the City's website.

Council Report:

Council Member Mezzanotte wanted to express the great job the Flowery Branch Cadets did presenting the Posting of the Colors on the 80th anniversary of World War II: D-Day, the Invasion of Normandy.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 7:13 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge adjourned the work session at 7:13p.m.

PUBLIC COMMENTS:

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

Mr. Weber is concerned about having a potential gas station with the already approved car wash on Hog Mountain Road. He advised the amount of traffic tie up should be seriously considered before approving this development.

CONSENT AGENDA:

- Consider May 2024 Per Diem for Mayor Asbridge
- Consider May 16, 2024 City Council Meeting Minutes

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

MOTION: Chris Mundy

SECOND: Oliver McClellan

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

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider the First Read of Ordinance Number 714, Amending the Zoning Ordinance to Correct Typographical Errors in Article 9 Section 9.3.

City Clerk Cooper read the caption for Ordinance 714, amending the Zoning Ordinance to correct typographical errors in Article 9 Section 9.3.

There was a motion made to approve the first reading of Ordinance 714.

MOTION: Oliver McClellan

SECOND: Joseph Mezzanotte

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

NAYS: None

Motion carried

Consider the First Read of Ordinance Number 715, a Rezoning Request Submitted by Mr. Mike Dye of Edge City Properties.

City Clerk Cooper read the caption for Ordinance 715, a rezoning request submitted by Mr. Mike Dye of Edge City Properties.

There was a motion made to approve the first reading of Ordinance 715, a rezoning request submitted by Mr. Mike Dye of Edge City Properties.

MOTION: Joseph Mezzanotte

SECOND: William McDaniel

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

NAYS: None

Motion carried

Consider Intergovernmental Agreement for Maintenance and Improvement of the Highlands to Islands Multi-Use Trail with Hall County.

There was a motion made to approve an Intergovernmental Agreement for maintenance and improvement of the Highlands to Islands Multi-Use Trail with Hall County.

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

Consider Brand Refresh from Radical Design Co, LLC.

There was a motion made to approve the Brand Refresh from Radical Design Co, LLC.

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

Consider Ordinance 716 to Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

City Clerk Cooper read the caption for Ordinance 716 to establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

There was a motion made to approve the first reading of Ordinance 716 to establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

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

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matter related to pending or potential litigation at 7:21 p.m.

MOTION: Chris Mundy

SECOND: William McDaniel

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

NAYS: None

Motion carried

There was a motion made to exit executive session at 7:39 p.m.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:39 p.m.

MOTION: Oliver McClellan

SECOND: William McDaniel

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

NAYS: None

Motion carried

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Beer and Wine License for Pizzeria D'Italia, LLC located at 5315 Atlanta Highway.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

D'Italia Pizzeria is a new business located at 5315 Atlanta Highway.

FACTS AND ISSUES:

We have received an application to allow D'Italia Pizzeria to serve beer and wine. This business has one owner, Tatiana Ayala Garcia. The owner of the building is Giuseppe Scotto Di Carlo who owns Napoli's Pizza.

The application has been processed and reviewed and everything is in order for council's approval.

OPTIONS:

- 1- Approve D'Italia Pizzeria to serve beer and wine
- 2- Deny D'Italia Pizzeria to serve beer and wine

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 grant Tatiana Ayala Garcia a beer and wine license for D'Italia Pizzeria.

COLLABORATING DEPARTMENT:

DEPARTMENT: Police

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary D'Italia Pizzeria Beer & Wine.pdf](#)

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: New Alcohol License for Pizzeria D'Italia LLC

DATE: June 20th, 2024

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

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: June 20th, 2024

PURPOSE: To allow the owner of Pizzeria D'Italia LLC, DBA: D'Italia Pizzeria to serve beer and wine.

HISTORY: D'Italia Pizzeria is a new business located at 5315 Atlanta Highway.

FACTS AND ISSUES: We have received an application to allow D'Italia Pizzeria to serve beer and wine. This business has one owner, Tatiana Ayala Garcia. The owner of the building is Giuseppe Scotto Di Carlo who owns Napoli's Pizza.

The application has been processed and reviewed and everything is in order for council's approval.

OPTIONS:

- 1- Approve D'Italia Pizzeria to serve beer and wine
 - 2- Deny D'Italia Pizzeria to serve beer and wine
-
-

RECOMMENDED SAMPLE MOTION: I make a motion to grant Tatiana Ayala Garcia a beer and wine license for D'Italia Pizzeria

DEPARTMENT: Police Department

Prepared by: Kelsey Cash



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 714, Amending the Zoning Ordinance to Correct Typographical Errors in Article 9 Section 9.3.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

This ordinance amends the zoning ordinance to correct typographical errors in Article 9 section 9.3.

Section 9.3 of Article 9 of the Zoning Ordinance of the City of Flowery Branch describes the Neighborhood Shopping District zoning classification; and

Subsection (d) of Section 9.3 of Article 9 of the Zoning Ordinance of the City of Flowery Branch reads thusly: “(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts." Business establishments do not exceed 2,500 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods. Open space is limited to suburban plazas or small open spaces. A three-story height limit is imposed.”; and

Table 9.2 contains two typographical errors, namely referring to Neighborhood Zoning as “INS” instead of “NS” in the first row, and by using the word “minimum” instead of “maximum” on the ninth row.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve the second read of ordinance 714.

SAMPLE MOTION:

I make a motion to approve the second read of ordinance 714.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Ordinance 714 TB .pdf](#)

ORDINANCE NO. 714

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO CORRECT TYPOGRAPHICAL ERRORS, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Section 9.3 of Article 9 of the Zoning Ordinance of the City of Flowery Branch describes the Neighborhood Shopping District zoning classification; and

WHEREAS, Subsection (d) of Section 9.3 of Article 9 of the Zoning Ordinance of the City of Flowery Branch reads thusly: “(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts." Business establishments do not exceed 2,500 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods. Open space is limited to suburban plazas or small open spaces. A three-story height limit is imposed.”; and

WHEREAS, Table 9.2 contains two typographical errors, namely referring to Neighborhood Zoning as “INS” instead of “NS” in the first row, and by using the word “minimum” instead of “maximum” on the ninth row; and

WHEREAS, although the text of the ordinance is manifestly clear, the errors in Table 9.2 should be corrected in order to clearly communicate the intent of the language of Subsection (d) of Section 9.3 of Article 9 on the Zoning Ordinance of the City of Flowery Branch to any reader that merely reads the table and not the text; and

WHEREAS, the City Council held a public hearing at the meeting of June 6, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, 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. CORRECTION AND RESTATEMENT.

Table 9.2 of Article 9 of the Zoning Ordinance of the City of Flowery Branch is hereby corrected, restated, and adopted to read as follows:

Table 9.2
Dimensional Requirements for Nonresidential Zoning Districts

Dimensional Requirement (measurement unit)	O-P	INST	NS	HB	CBD	M-1	M-2
Maximum height (feet)	35	45	35	60	Note 1	75	75
Maximum height (number of stories)	3	3	3	5	Note 1	4	5
Maximum density (units per acre)	3	3	3	12	N/A	N/A	N/A
Minimum lot size for detached single family dwelling (square feet)	10,000	10,000	10,000	10,000	7,000	N/A	N/A
Minimum lot size for other uses (square feet)	10,000	None	None	None	None	None	None
Minimum lot width (feet)	75	75	90	None	None	100	100
Minimum heated floor area per dwelling unit (square feet)	1,200	1,200	1,200	700	700	700	700
Maximum heated floor area for other uses (square feet)	None	None	2,500 per tenant space	None	None	None	None
Minimum front yard setback (feet)	25	40	25	None	None	25	25
Minimum side setback, interior lot line (feet)	10	40	10	10	None	15	15
Minimum side setback, corner lot (feet)	15	40	15	15	None	25	25
Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones	N/A	10	N/A	N/A	N/A	N/A	N/A
Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet)	N/A	5	N/A	N/A	N/A	N/A	N/A
Minimum rear setback (feet)	20	40	20	25	None	25	25
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)	25	50	40	30	None	60	60
Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)	15	40	30	30	None	50	50
Minimum landscape strip required along rights-of-way for any	10	25	10	10 (None	None	30	30

nonresidential or multi-family use (width in feet)				If built to front lot line)			
Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)	5	15	5	None	None	None	None
Maximum lot coverage (percent)	35	40	45	50	None	None	None
Minimum landscaped open space (percent)	25	20	15	15	N/A	10	10

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

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



SECTION 2. SEVERABILITY.

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

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be June 20, 2024.

Public Hearing Published 5/1/2024
Public Hearing 6/6/2024

First Reading 6/6/2024
Adopted 6/20/2024

SECTION 4. REPEALER.

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

Approved this ____ day of _____ 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 715, a Rezoning Request Submitted by Mr. Mike Dye of Edge City Properties.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

This is the second read of a rezoning request submitted by Mr. Mike Dye of Edge City Properties. The request is to rezone a 9.39 +/- parcel from Planned Unit Development (PUD) to Residential Detached Single Family (R-2) with the intention of adding eleven homes as a phase two of the recently approved development on Gainesville Street.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve the Second read of ordinance 715.

SAMPLE MOTION:

I make a motion to approve the second read of ordinance 715.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Ordinance 715 - Rezoning 0 Gainesville Street - Edge City Properties_May 28 updates.pdf](#)
- [Staff Report 0 Gainesville St_May 28.pdf](#)

ORDINANCE NO. 715

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING ONE PARCEL OF REAL PROPERTY OF LAND TOTALING 9.393+/- ACRES OF LAND, OWNED BY EDGE CITY LIGHTS FERRY, LLC, IDENTIFIED AS 0 08 GAINESVILLE STREET, TAX PARCEL 08111 003002, TO BE REZONED FROM PLANNING UNIT DEVELOPMENT DISTRICT (PUD) TO RESIDENTIAL, DETACHED SINGLE FAMILY(R-2) AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, AND AS CONDITIONED ON ATTACHED EXHIBIT “C”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, The Edge City Lights Ferry, LLC owns the subject parcel of land identified as Parcel Tax Identification No. 08111 003002, as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS, The Edge City Lights Ferry, 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 June 6, 2024, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

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

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Planning Unit Development District (PUD) to Residential, Detached Single Family (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(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 subject parcel, as shown on Exhibit “A” and as legally described in Exhibit “B”, is hereby rezoned from Planning Unit Development District (PUD) to Residential, Detached Single Family (R-2) and conditioned and with variances granted as shown on attached Exhibit “C”. Said Exhibits are incorporated.

SECTION 3. AMENDMENT OF THE ZONING MAP.

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

SECTION 4. SEVERABILITY.

Public Hearing Published 04/27/2024
Public Hearing 06/06/2024

First Reading 06/06/2024
Proposed Second Read 06/20/2024

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

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be June 20, 2024.

SECTION 6. REPEALER.

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

Approved this 20th day of June 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney

Exhibit "B"

LEGAL DESCRIPTION
+/-9.393 ACRES

All that tract or parcel of land lying and being in Land Lot(s) 112 & 118 of the 8th District, City of Flowery Branch, Gwinnett County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, begin at a Point formed by the intersection of centerline of Lights Ferry Road and Morrow Drive; THENCE from said Point, South 21 degrees 46 minutes 59 seconds East for a distance of 566.12 feet to a 1/2" Rebar Found along the Easterly Right-of-Way of Lights Ferry Road (apparent 50' Right-of-Way), said Point being The True Point of Beginning.

THENCE from said Point as thus established and leaving said Right-of-Way, North 22 degrees 55 minutes 28 seconds East for a distance of 355.15 feet to an Axle; THENCE North 17 degrees 20 minutes 15 seconds East for a distance of 302.12 feet to a 1/2" Rebar Found; THENCE North 26 degrees 55 minutes 22 seconds East for a distance of 121.42 feet to a 3/8" Open Top Pipe; THENCE South 26 degrees 30 minutes 04 seconds East for a distance of 76.69 feet to a point along the centerline of an unnamed Creek; THENCE along said centerline of Creek, South 55 degrees 17 minutes 18 seconds East for a distance of 15.57 feet to a point; THENCE leaving said centerline of Creek, South 44 degrees 25 minutes 03 seconds East for a distance of 87.20 feet to a point; THENCE South 33 degrees 11 minutes 16 seconds West for a distance of 143.57 feet to a 5/8" Open Top Pipe; THENCE South 30 degrees 35 minutes 13 seconds East for a distance of 83.56 feet to a 1/2" Rebar Found; THENCE South 31 degrees 14 minutes 48 seconds East for a distance of 76.97 feet to a 1/2" Rebar Found; THENCE South 32 degrees 09 minutes 07 seconds East for a distance of 51.72 feet to a 1/2" Rebar Found; THENCE South 30 degrees 21 minutes 19 seconds East for a distance of 102.10 feet to a 1/2" Rebar Found; THENCE South 37 degrees 41 minutes 10 seconds East for a distance of 77.16 feet to a 1/2" Rebar Found; THENCE South 32 degrees 22 minutes 56 seconds East for a distance of 138.10 feet to a 1/2" Rebar Found; THENCE South 43 degrees 28 minutes 54 seconds East for a distance of 95.57 feet to a 1/2" Rebar Found; THENCE South 72 degrees 28 minutes 41 seconds East for a distance of 242.51 feet to a 1/2" Open Top Pipe; THENCE South 24 degrees 47 minutes 57 seconds West for a distance of 194.32 feet to a 1" Open Top Pipe; THENCE North 77 degrees 55 minutes 14 seconds West for a distance of 63.08 feet to a point; THENCE North 86 degrees 05 minutes 14 seconds West for a distance of 23.66 feet to a point; THENCE North 88 degrees 19 minutes 55 seconds West for a distance of 53.54 feet to a point; THENCE South 89 degrees 03 minutes 27 seconds West for a distance of 38.72 feet to a point; THENCE South 84 degrees 55 minutes 29 seconds West for a distance of 93.91 feet to a point; THENCE South 82 degrees 09 minutes 51 seconds West for a distance of 54.06 feet to a point; THENCE South 87 degrees 45 minutes 07 seconds West for a distance of 47.29 feet to a point; THENCE North 88 degrees 47 minutes 35 seconds West for a distance of 43.07 feet to a point; THENCE North 89 degrees 20 minutes 48 seconds West for a distance of 121.68 feet to a point; THENCE North 73 degrees 11 minutes 53 seconds West for a distance of 201.29 feet to a point along the Easterly Right-of-Way of Lights Ferry Road (apparent 50' Right-of-Way); THENCE along said Right-of-Way, North 18 degrees 38 minutes 03 seconds West for a distance of 79.72 feet to a point along the centerline of an unnamed Creek; THENCE along said Centerline of Creek for the next five (5) calls and distances, North 51 degrees 19 minutes 39 seconds East for a distance of 0.73 feet to a point; THENCE North 33 degrees 42 minutes 43 seconds East for a distance of 18.90 feet to a point; THENCE South 61 degrees 25 minutes 17 seconds East for a distance of 24.92 feet to a point; THENCE South 80 degrees 23 minutes 46 seconds East for a distance of

Public Hearing Published 04/27/2024
Public Hearing 06/06/2024

First Reading 06/06/2024
Proposed Second Read 06/20/2024

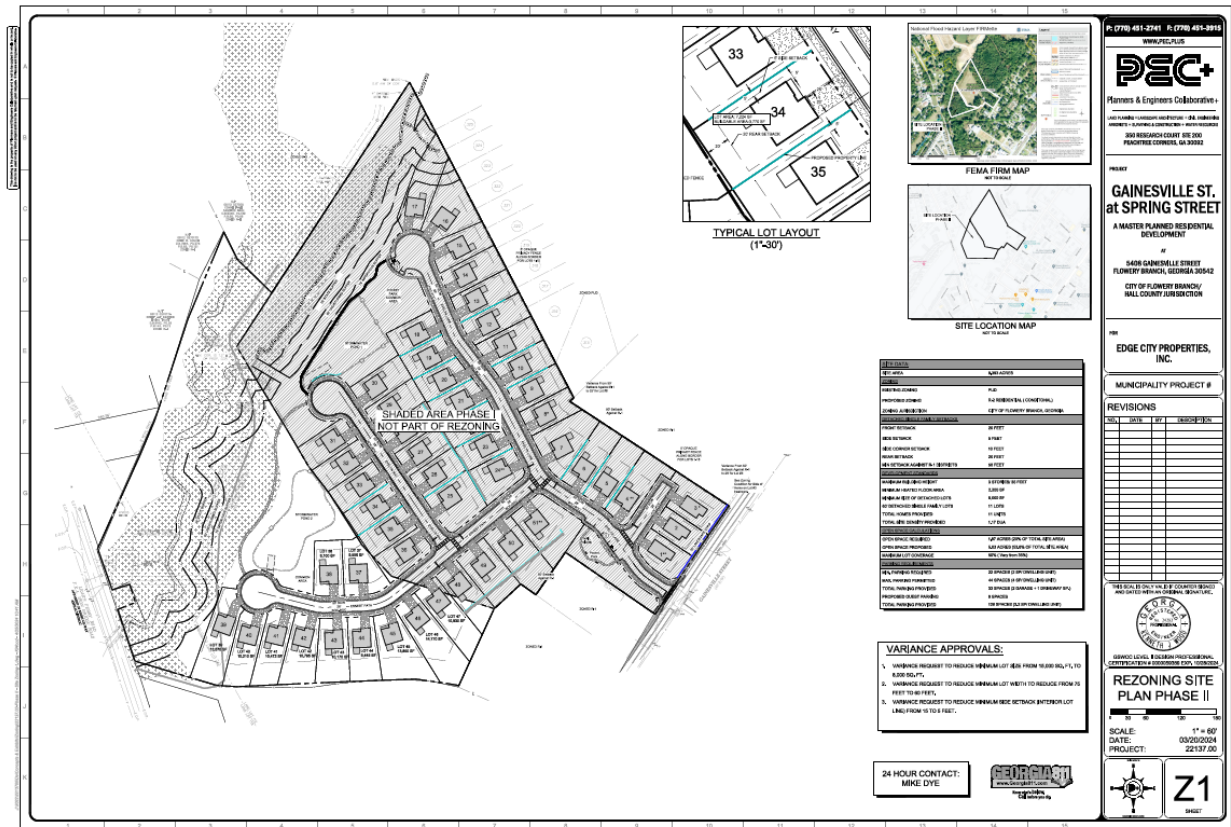
12.17 feet to a point; THENCE North 81 degrees 09 minutes 57 seconds East for a distance of 8.57 feet to a point; THENCE leaving said centerline of Creek, North 21 degrees 44 minutes 03 seconds West for a distance of 106.31 feet to a point; THENCE South 63 degrees 46 minutes 57 seconds West for a distance of 46.40 feet to a point along the Easterly Right-of-Way of Lights Ferry Road (apparent 50' Right-of-Way); THENCE along said Right-of-Way, North 18 degrees 23 minutes 22 seconds West for a distance of 90.88 feet to a point, said Point being The True Point of Beginning.

Said property contains 9.393 Acres
Includes easements within

Exhibit "C"

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan dated 03.20.2024 and as shown below:



2. The development shall adhere to the following requirements as designated by the site plan:

<u>SITE DATA:</u>	
SITE AREA	9,393 ACRES
<u>ZONING</u>	
EXISTING ZONING	PUD
PROPOSED ZONING	R-2 RESIDENTIAL (CONDITONAL)
ZONING JURISDICTION	CITY OF FLOWERY BRANCH, GEORGIA
<u>DETACHED SINGLE FAMILY SETBACKS</u>	
FRONT SETBACK	20 FEET
SIDE SETBACK	5 FEET
SIDE CORNER SETBACK	10 FEET
REAR SETBACK	20 FEET
MIN SETBACK AGAINST R-1 DISTRICTS	50 FEET
<u>DEVELOPMENT STANDARDS</u>	
MAXIMUM BUILDING HEIGHT	3 STORIES/ 35 FEET
MINIMUM HEATED FLOOR AREA	2,200 SF
MINIMUM SIZE OF DETACHED LOTS	8,000 SF
60' DETACHED SINGLE FAMILY LOTS	11 LOTS
TOTAL HOMES PROVIDED	11 UNITS
TOTAL SITE DENSITY PROVIDED	1.17 DUA
<u>OPEN SPACE CALCULATIONS</u>	
OPEN SPACE REQUIRED	1.87 ACRES (20% OF TOTAL SITE AREA)
OPEN SPACE PROPOSED	5.03 ACRES (53.6% OF TOTAL SITE AREA)
MAXIMUM LOT COVERAGE	50% (Vary from 35%)
<u>PARKING REQUIREMENTS</u>	
MIN. PARKING REQUIRED	22 SPACES (2 SP/ DWELLING UNIT)
MAX. PARKING PERMITTED	44 SPACES (4 SP/ DWELLING UNIT)
TOTAL PARKING PROVIDED	33 SPACES (2 GARAGE + 1 DRIVEWAY SP,)
PROPOSED GUEST PARKING	8 SPACES
TOTAL PARKING PROVIDED	128 SPACES (3,2 SP/ DWELLING UNIT)

3. Variance is permitted and limited to:
 1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 8,000 SQ. FT.
 2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
 3. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.
4. A mandatory homeowner's association shall be established.
 - A. Alleys shall be private owned and maintained by the homeowner's association.

- B. The homeowner's association must have in their bylaws that no more than ten percent (10%) of the total homes will be rental units or a rule of no more than two houses owned by one owner in the development and the owner must occupy one of the two.
 - C. Amenities included but not limited to trails and pocket parks shall be owned and maintained by homeowner's association.
5. Landscaping
- A. A full landscape plan shall be submitted at the time of land disturbance review.
 - B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushed
 - C. Pond shall be fenced and the fence design shall significantly adhere to the design as shown below:



- D. Trails design shall significantly adhere to the design as shown below:





6. Homes shall meet all R2 and current design and architectural requirements.
7. Any major changes to the development will require City Council approval. For this ordinance, the following shall be classified as major:
 - A. A request to increase or decrease the number of single-family detached homes (11).
 - B. Any reduction in the designated single family detached lot size (8,000 S.F)
8. A fence along the red line (the rear property line from lot 39 to lot 48) as below to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.

**Staff Report
Edge City Properties
Rezoning Request
Ordinance
June 2024**

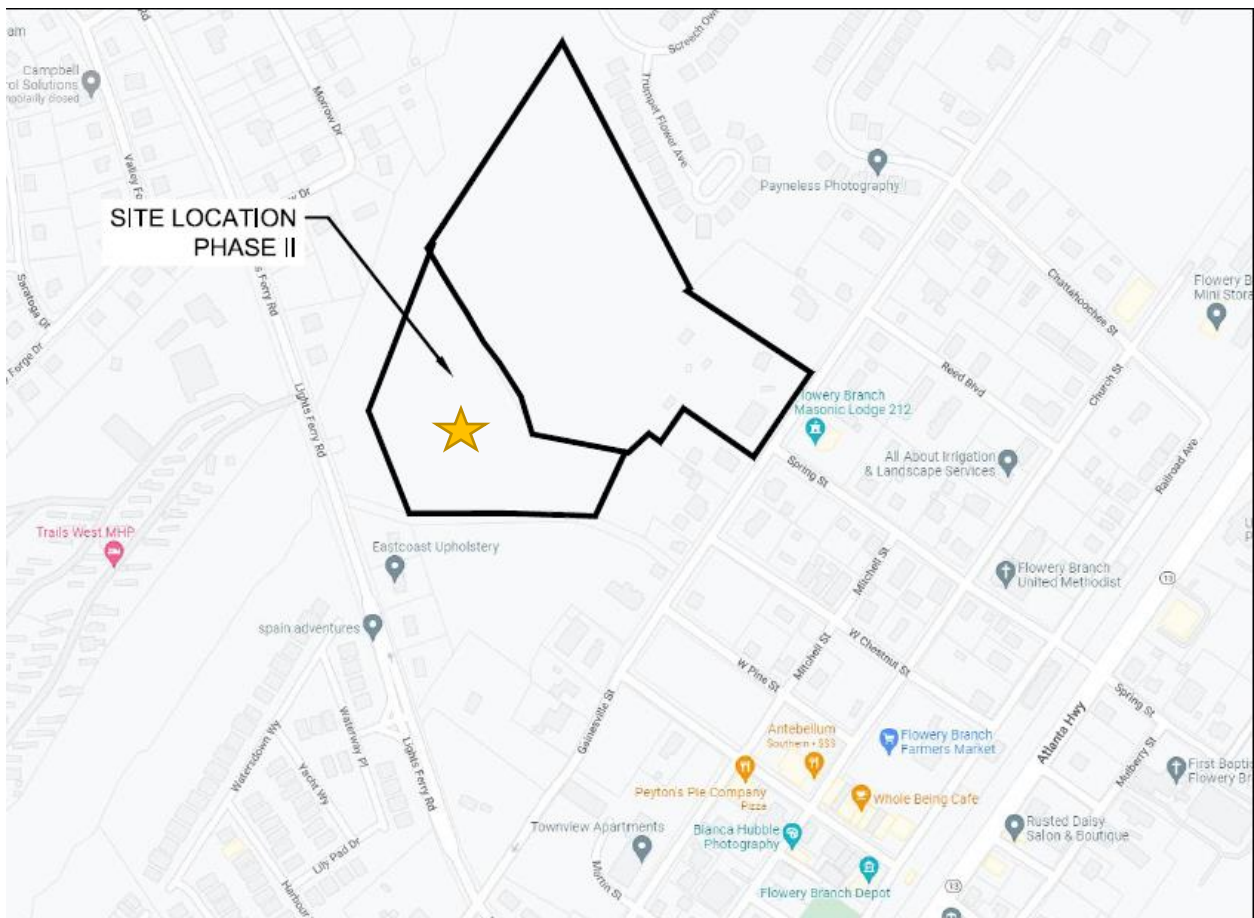
Request

Rezone a 9.393 +/- acre tract of land known as 0 Gainesville Street and described as tax parcel identification numbers 08111 003002 from Planning Unit Development District (PUD) to Residential, Detached Single Family (R-2) with the intent to develop and construct eleven (11) single family detached homes. The request to rezone to R-2 also includes variance requests.

The variance requests are as follows:

1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 8,000 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.

GIS Map:



<u>SITE DATA:</u>	
SITE AREA	9,393 ACRES
<u>ZONING</u>	
EXISTING ZONING	PUD
PROPOSED ZONING	R-2 RESIDENTIAL (CONDITONAL)
ZONING JURISDICTION	CITY OF FLOWERY BRANCH, GEORGIA
<u>DETACHED SINGLE FAMILY SETBACKS</u>	
FRONT SETBACK	20 FEET
SIDE SETBACK	5 FEET
SIDE CORNER SETBACK	10 FEET
REAR SETBACK	20 FEET
MIN SETBACK AGAINST R-1 DISTRICTS	50 FEET
<u>DEVELOPMENT STANDARDS</u>	
MAXIMUM BUILDING HEIGHT	3 STORIES/ 35 FEET
MINIMUM HEATED FLOOR AREA	2,200 SF
MINIMUM SIZE OF DETACHED LOTS	8,000 SF
60' DETACHED SINGLE FAMILY LOTS	11 LOTS
TOTAL HOMES PROVIDED	11 UNITS
TOTAL SITE DENSITY PROVIDED	1.17 DUA
<u>OPEN SPACE CALCULATIONS</u>	
OPEN SPACE REQUIRED	1.87 ACRES (20% OF TOTAL SITE AREA)
OPEN SPACE PROPOSED	5.03 ACRES (53.6% OF TOTAL SITE AREA)
MAXIMUM LOT COVERAGE	50% (Vary from 35%)
<u>PARKING REQUIREMENTS</u>	
MIN. PARKING REQUIRED	22 SPACES (2 SP/ DWELLING UNIT)
MAX. PARKING PERMITTED	44 SPACES (4 SP/ DWELLING UNIT)
TOTAL PARKING PROVIDED	33 SPACES (2 GARAGE + 1 DRIVEWAY SP.)
PROPOSED GUEST PARKING	8 SPACES
TOTAL PARKING PROVIDED	128 SPACES (3,2 SP/ DWELLING UNIT)

Proposed Schedule

June 6, 2024 – Public Hearing, First Read and First Vote
June 20, 2024- Second Read and Final Vote

Comprehensive Plan

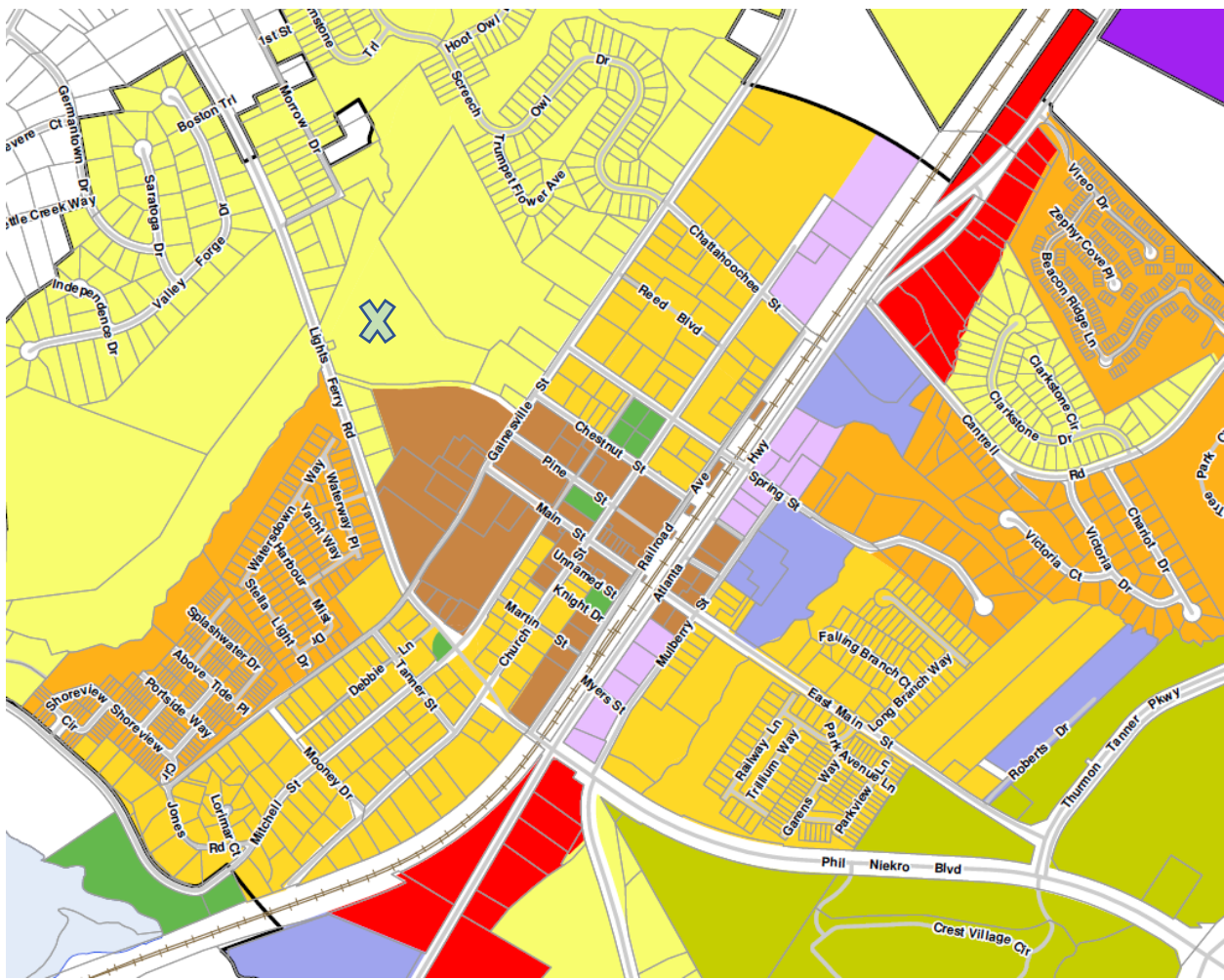


Purpose of the Comprehensive Plan

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.



 **Proposed parcel**

Future Development Map

 Other City Limits	 MIXED USE - DOWNTOWN
CHARACTER AREA	 MIXED USE - NEIGHBORHOOD
 CONSERVATION	 NEIGHBORHOOD COMMERCIAL
 SUBURBAN RESIDENTIAL	 ACTIVITY CENTER
 TRADITIONAL NEIGHBORHOOD	 ACTIVITY CENTER - RETAIL
 URBAN DENSITY COMMUNITY	 INDUSTRIAL EMPLOYMENT
 OLD TOWN	 INSTITUTIONAL CAMPUS

Suburban Residential

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

Vision

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

Design Principles

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

Land Uses

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

Zoning

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

Implementation Strategies

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

Illustrative Photos



The proposed development generally meets the requirements of the Suburban-Residential character area of the Comprehensive Plan. The variance requests would boost downtown redevelopment by accommodating more citizens with a close proximity to downtown area.

Analysis

Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

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

Applicant comment

Staff Response

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed development is a single-family residential neighborhood that will conserve important natural areas. It will share an entrance and utilities from the previously zoned Phase One portion.
Yes, residential use is appropriate for this site and the surrounding area.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.
The proposed rezoning will not adversely affect the existing use or usability of any of the nearby properties. The proposed development is compatible with surrounding development.
The development will not adversely affect the area.
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
The current PUD zoning is a reasonable economic use.
Yes, the current zoning of PUD may not be economically feasible with the potential growth in the downtown area.
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
The proposed rezoning will not result in an excessive or burdensome use of the infrastructure. The subject property is located adjacent to the Phase One portion which has access on Gainesville Street with access to all utilities. Further, the relatively low development density will not overly burden the infrastructure system.
It is staff's opinion that the use will not create any unnecessary burdens.
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.
The proposed rezoning should be appropriate when reviewing the Future Land Use character area of the Property. In addition, the adjacent parcel contiguous to the south are part of the Old Town Character Area and should allow a more intensive zoning. The installation of sidewalks along Gainesville Street will increase walkability to the City's downtown area which is a goal in the Comprehensive Plan.
Agree
- (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 proposed rezoning is in conformity with the policy and intent of the City's Comprehensive Plan. The property is well served as a single-family residential use and is adjacent to a similarly zoned property.
Not to staff's knowledge, no.
- (g) Existing use(s) and zoning of the subject property and nearby properties.
The existing use is undeveloped land. The property is predominately surrounded by a PUD, R-2 and R-1.
Agree
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district,

and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. The current PUD zoning is a reasonable economic use. The Property is one of the larger tracts in the area and should be appropriately zoned as R-2.

The PUD is feasible but the requested R-2 zoning designation is more appropriate as the subject property is close to the downtown area. Please also 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.

The proposed rezoning is appropriate with surrounding uses and should be eligible for a higher density given its proximity to the Old Town Character Area which encourages higher densities and increases the viability of the downtown redevelopment.

Agree. Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area.

- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. proposed rezoning will not create an isolated zoning district and will complement the surrounding uses.

Agree.

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

The proposed rezoning will not negatively impact the character area of the zoning district.

The proposed use will enhance the character of the existing district and surrounding area in the 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 proposed rezoning use will not negatively impact the environment and will produce quality residential use with careful consideration given to responsibly develop with no negative impact on the environment.

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

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

The proposed rezoning is in full compliance with the overall zoning scheme and purposes of the Zoning Ordinance. This proposal will protect and appreciate the surrounding properties while increasing the quality of the City's housing supply.

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

Exhibit C Statistical Information

1. **Value of improvements at buildout:**
 - **Single Family Detached Homes** **11 x \$600,000 = \$6,600,000**
 - **Total Value of Development** **\$6,600,000**
2. **Property tax revenue at buildout: (based on 40% of Total Value is \$2,640,000)**
 - **Hall County - \$ 65,129 (millage rate of 24.67)**
 - **City of Flowery Branch - \$8,617 (millage rate of 3.264)**
3. **Schedule of construction:**
 - **Design/Permitting:** **7/1/2024 to 9/30/2024**
 - **Land Development/Plat:** **9/30/2024 to 1/1/2025**
 - **Home Construction and Sales** **1/1/2025 to 6/30/2026**
4. **Anticipated total square footage per unit:**
 - **2,200 sf minimum**
5. **Total acreage to be developed:**
 - **4.7 acres in total**
6. **The Single Family Tract will contain approximately 0.71 +/- acres public roads and utility easements.**
7. **The Single Family Tract will contain approximately 5.03 +/- acres of open space/common area to be maintained by the HOA to be established.**
8. **The Single Family Tract will contain approximately TBD acres of buffer and watershed protection.**
 - A) **The impervious buffer is applicable to this tract.**
 - B) **No property lines may extend into the undisturbed stream buffer.**
 - C) **The developer intends to utilize public streets to conform to the City's development code for front entry homes. The developer will dedicate storm sewer easements to the City of Flowery Branch as appropriate.**
9. **Transportation alternatives:**
 - **The Single Family Tract will have sidewalks connecting with the Phase 1 parcel which has frontage along Gainesville Street to utilize walkability to the City's downtown area.**



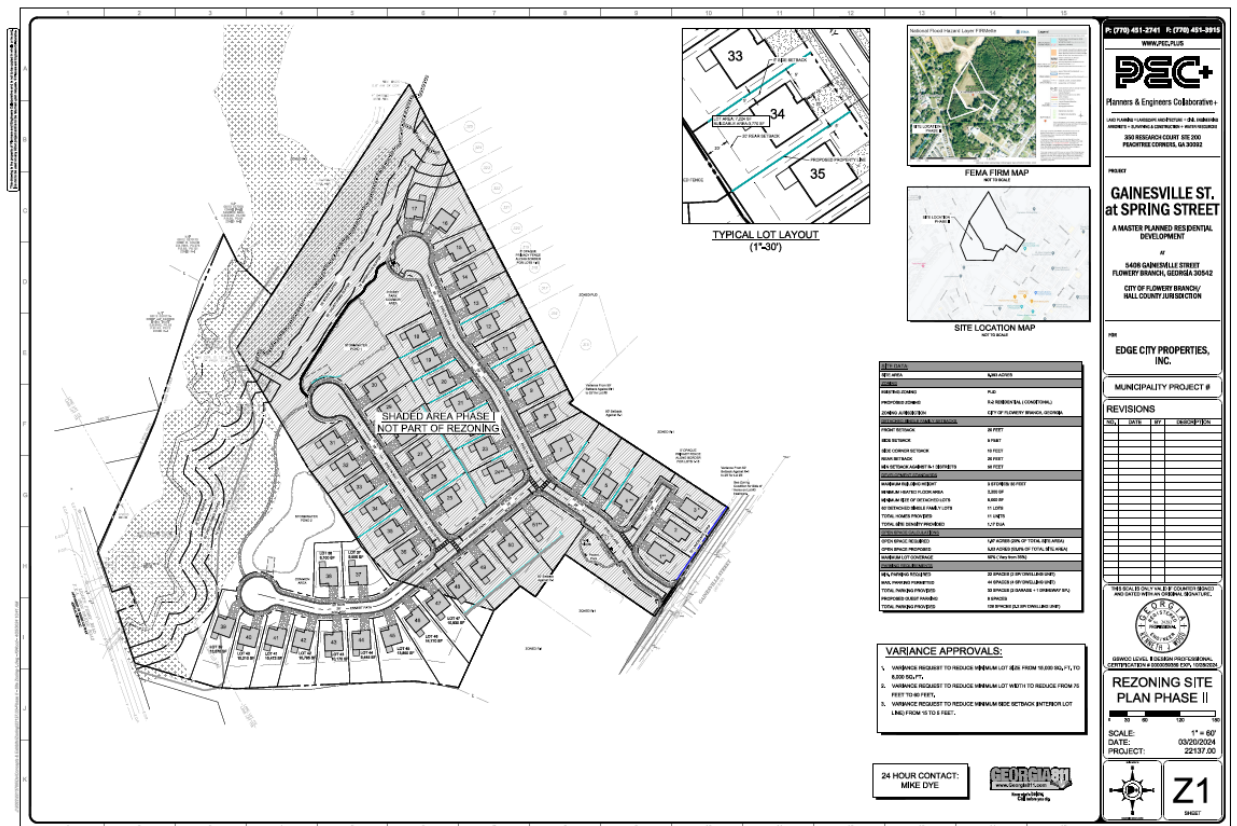
10. Amenities for Single Family tract total approximately 5.03 +/- acres and will include the following:
 - Open Space Common Area
 - Trail to connect to Phase 1
11. A minimum of TBD are planned for the Single Family Tract with a maximum spacing of 150 feet.
12. The Single Family Tract will include approximately 900 linear feet of sidewalk containing approximately 100 cubic yards of concrete.
13. Homes in the Single Family Tract will have access to high speed internet to the extent available from the service provider.
14. The Single Family Tract will contain areas for providing detention, water quality and stream protection.
15. A traffic study has not yet been commissioned.
16. There are no provisions for utilization and storage of reuse water in this plan.
17. The Single Family Tract, as proposed, will generate approximately 3,850 (350 gpd x 11 units) gallons per day of wastewater flow.
18. The maximum daily water consumption is approximately 3,850 gallons per day. Low flow fixtures are required by the development.
19. A preliminary design has been completed in order to evaluate the proposed density. The site does not contain slopes 24% or greater.
20. Public safety requirements related to life safety codes have been considered in the concept design.
21. The Hall County school system will be provided density and build out projections for the entirety of the community.
22. Copies of master covenants and guidelines will be filed and recorded prior to recordation of the initial final plat.



Recommendation

Approve the request as submitted with the following conditions:

1. Development shall significantly adhere to the site plan dated 03.20.2024 and as shown below:



2. The development shall adhere to the following requirements as designated by the site plan:



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<u>ZONING</u>	
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3. Variance is permitted and limited to:



1. VARIANCE REQUEST TO REDUCE MINIMUM LOT SIZE FROM 15,000 SQ. FT. TO 8,000 SQ. FT.
2. VARIANCE REQUEST TO REDUCE MINIMUM LOT WIDTH TO REDUCE FROM 75 FEET TO 60 FEET.
3. VARIANCE REQUEST TO REDUCE MINIMUM SIDE SETBACK (INTERIOR LOT LINE) FROM 15 TO 5 FEET.
4. A mandatory homeowner's association shall be established.
 - A. Alleys shall be private owned and maintained by the homeowner's association.
 - B. The homeowner's association must have in their bylaws that no more than ten percent (10%) of the total homes will be rental units or a rule of no more than two houses owned by one owner in the development and the owner must occupy one of the two.
 - C. Amenities included but not limited to trails and pocket parks shall be owned and maintained by homeowner's association.
5. Landscaping
 - A. A full landscape plan shall be submitted at the time of land disturbance review.
 - B. Typical lot landscaping design shall be submitted at the time of land disturbance review.: identifying type and size of trees and bushed
 - C. Pond shall be fenced and the fence design shall significantly adhere to the design as shown below:





- D. Trails design shall significantly adhere to the design as shown below:





6. Homes shall meet all R2 and current design and architectural requirements.
7. Any major changes to the development will require City Council approval. For this ordinance, the following shall be classified as major:
 - A. A request to increase or decrease the number of single-family detached homes (11).
 - B. Any reduction in the designated single family detached lot size (8,000 S.F)
8. A fence along the red line (the rear property line from lot 39 to lot 48) as below to separate it from the neighbors shall be required. Said fence will be decorative in nature and shall be approved by staff.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance Number 716 to Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

Second reading of Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Adoption

SAMPLE MOTION:

I make a motion to approve Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025 at 3.264.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [FY2025 Budget Ordinance Executive Summary 2nd reading.pdf](#)
- [Ordinance 716 Millage Rate 2024 - 3.264 millage rate.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

DATE: 06/20/2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/20/2024

PURPOSE:

Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

HISTORY:

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City’s fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS: Second reading of Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Ordinance 716 – To Establish the Millage Rate for Tax Year 2024; Fiscal Year 2025 at 3.264.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

ORDINANCE NO. 716

AN ORDINANCE TO FIX THE AD VALOREM TAX RATE FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE TAX YEAR 2024 AND THE FISCAL YEAR OF 2025; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF FLOWERY BRANCH, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2024; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF ANY CONFLICT; FOR SEVERABILITY; AND, FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized to assess, levy and collect an ad valorem tax for the purpose of raising revenue to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for all other lawful public purposes; and,

WHEREAS the City of Flowery Branch, Georgia is authorized to establish for said tax a millage rate, a due date and in what length of time said tax must be paid; and,

WHEREAS; the City of Flowery Branch, Georgia is authorized to provide for interest and penalties for unpaid taxes and the collection of delinquent taxes.

WHEREAS, the City of Flowery Branch, Georgia held public hearings on 6/06/24 at 9 am, 6/06/24 at 6 pm and 6/20/24 at 6 pm in accordance with O.C.G.A. Sec. 48-5-32.1(c)(2); and

WHEREAS, the City of Flowery Branch caused the Public Notice required by O.C.G.A. Sec. 48-5-32.1(c)(2) to be advertised in a newspaper of general circulation and on the city's website at least one week prior to each hearing; and

WHEREAS, this ordinance was first read at the city council's special scheduled meeting of 6/06/24 at 6 pm, and read for a second and final time at the city council's regular called meeting of 6/20/24 at 6 pm.

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

SECTION 1. GROSS MILLAGE RATE.

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

The ad valorem tax rate for the City of Flowery Branch, Georgia for the tax year 2024 and for the 2025 fiscal year for the City of Flowery Branch, Georgia based upon an estimated total valuation by the tax assessors of Hall County of property subject to ad valorem taxation by the City of Flowery Branch, Georgia is hereby set at a gross millage of 5.565 mills.

SECTION 2. CALCULATION AND PURPOSE OF NET MILLAGE RATE.

Upon dividing the net property value of \$1,136,244,724 into the total receipts of the local option sales tax for the 2024 tax year, which is \$2,614,509 provides a total roll back of 2.301 mills. Subtracting the total roll back of 2.301 mills from the gross millage rate of 5.565 mills provides for a net millage rate of 3.264 mills to be levied on each \$1,000 of taxable property within the corporate limits for the purpose of raising revenue:

- a) to defray the cost of operating the city government;
- b) to provide governmental services;
- c) for the repayment of principal and interest on general obligations; and/or,
- d) any other public purpose.

SECTION 3. 2024 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Flowery Branch, Georgia, an ad valorem tax for the year 2024 of 3.264 mills on each \$1,000 of value of taxable property.

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the one hundred twentieth (120th) day after the postmark of said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

(A) In any instance in which any person willfully fails to pay within 120 days of the date when due, any ad valorem tax owed, such person shall pay, in absence of a specific statutory civil penalty for failure, a penalty of five percent (5%) of the amount of

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

tax due and not paid at the time such penalty is assessed with interest as specified in this section. After 120 days from the imposition of the initial penalty, an additional penalty of five percent (5%) of any tax amount remaining due shall be imposed, together with interest as specified in this section. Should any tax amount remain due 120 days after such date, a penalty of five percent (5%) shall be imposed, together with interest as specified in this section. The aggregate amount of penalties shall not exceed an amount equal to twenty (20%) of the principal amount of the tax originally due. These penalties shall not, however, apply in the case of:

(1) Ad valorem taxes of \$500.00 or less on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated; or

(2) With respect to tax year 1986 and future tax years, ad valorem taxes of any amount on homestead property as defined in Part 1 of Article 2 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated, if the homestead property was during the tax year acquired by a new owner who did not receive a tax bill for the tax year and who immediately before acquiring the homestead property resided outside the State of Georgia and if the taxes are paid within one year following the due date.

(B) Taxes owed the city shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15 or any publication that may supersede it, plus three percent (3%), to accrue monthly. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each calendar year. Interest shall begin to accrue from the date the tax is due until the date the tax is paid. For the purpose of this section, any period of less than one month shall be considered one month.

SECTION 6. NOTICE, ISSUANCE OF FI. FA. AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES.

A past due and delinquent tax notice shall be mailed by the Mayor, City Manager, or other duly authorized agent of the City of Flowery Branch, Georgia to all owners of property subject to taxation who have not paid the tax due on or before the sixty first (61st) day after the postmark on said tax bills. The past due and delinquent tax notice shall be sent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within thirty days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other property duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. **The**

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

City of Flowery Branch shall be entitled to assess the expenses of issuing and recording a writ of fieri facias, not to exceed \$30.00, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed.

SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO 2024.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2024, which are due and owing to the City of Flowery Branch, Georgia by delinquent taxpayers, the City of Flowery Branch, Georgia, through a duly authorized agent which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years. This past due and delinquent tax notice shall be sent to aid delinquent by certified or registered mail, return receipt requested. Upon failure to pay the tax due within sixty (60) days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other properly duly authorized agent of the City of Flowery Branch, Georgia shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Flowery Branch, Georgia or on the general execution docket of Hall County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia Law including, but not limited to the procedure set out by O.C.G.A. Section 48-4-75, et seq. The City of Flowery Branch, Georgia shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Flowery Branch, Georgia incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed."

SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

Any part of any prior ordinances, in conflict with the terms of this Ordinance, are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance or law which

Advertisement: 05/29/2024

Advertisement: 06/12/2024

Public Hearing 06/06/2024; 9:00 am & 6:00 pm

Public Hearing 06/20/2024; 6:00 PM

First Reading 06/06/2024

Second Reading & Adoption 06/20/2024

may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Ordinance on behalf of the City of Flowery Branch, Georgia.

SECTION 9. SEVERABILITY.

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.

SO ORDAINED this 20th day of June, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing the Mayor to Execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

Substantial increases in growth and traffic on Hall County roads has initiated the county exploring various alternate solutions to funding transportation improvements. One such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County.

FACTS AND ISSUES:

The governing authorities of the County and the Municipalities met on May 10, 2024, to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax referendum in conformity with the requirements of Official Code of Georgia Annotated §48-8-262(a)(2); and the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges.

Specifically for Flowery Branch, this would result in funding of \$2,500,000 in the top portion (the 80%) of projects for the Mulberry Street Connector, and in the bottom portion (the 20%) of projects which include the following:

Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects. \$5,640,319

Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.

Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, road widening and related projects. \$2,000,000

Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.

OPTIONS:

- 1) Authorize the mayor to execute the intergovernmental agreement on the City's behalf.
- 2) Do not authorize the mayor to execute the intergovernmental agreement on the City's behalf.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

No funding required

RECOMMENDATION:

To authorize the Mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

SAMPLE MOTION:

I make a motion to authorize the mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - TSPLOST Intergovernmental Agreement.pdf](#)
- [TSPLOST IGA - 2024 - 6 Year Revision 5.31.pdf](#)
- [T-SPLOST Options - Finalized with Municipal % Updated Census - 2nd Draft.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consider Authorizing the Mayor to Execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement

DATE: June 6, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: To authorize the Mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

HISTORY: Substantial increases in growth and traffic on Hall County roads has initiated the county exploring various alternate solutions to funding transportation improvements. One such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County.

FACTS AND ISSUES: The governing authorities of the County and the Municipalities met on May 10, 2024, to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax referendum in conformity with the requirements of Official Code of Georgia Annotated §48-8-262(a)(2); and the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges.

Specifically for Flowery Branch, this would result in funding of \$2,500,000 in the top portion (the 80%) of projects for the Mulberry Street Connector, and in the bottom portion (the 20%) of projects which include the following:

Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	

Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, road widening and related projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	

The County and all its municipalities must approve the intergovernmental agreement to receive the full 1% of TSPLOST.

OPTIONS:

- 1) Authorize the mayor to execute the intergovernmental agreement on the City's behalf.
 - 2) Do not authorize the mayor to execute the intergovernmental agreement on the City's behalf.
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RECOMMENDED SAMPLE MOTION:

I make a motion to authorize the mayor to execute the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Intergovernmental Agreement by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

STATE OF GEORGIA
COUNTY OF HALL

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this ____ day of June, 2024 by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation (hereinafter the "Municipalities"), acting pursuant to validly adopted approvals by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

WITNESSETH:

WHEREAS, Hall County and its Municipalities constitute the regional hub for Northeast Georgia with regard to the provision of medical care, banking services, and commerce; and

WHEREAS, the location of Lake Lanier in Hall County has fueled exceptional tourism opportunities within Hall County and its Municipalities; and

WHEREAS, Interstate 985 traverses Hall County and has experienced an unprecedented increase in vehicle trips per day during the last decade, bringing residents from neighboring counties into Hall County and its Municipalities; and

WHEREAS, one of the main railroad lines in the nation traverses Hall County, and Hall County is partnering with the state and federal governments to create an inland port in Hall County along the railroad line; and

WHEREAS, the creation of the inland port will significantly increase the transportation of goods, commodities, and materials through Hall County and its Municipalities; and

WHEREAS, numerous state routes provide connectivity among Hall County, its Municipalities, and major transportation corridors such as Interstate 85 and Georgia 400, and such transportation corridors provide direct access to the Interstate System serving the Southeastern United States; and

WHEREAS, Hall County and its Municipalities are experiencing rapid population growth as new residents determine that Hall County and its Municipalities provide outstanding opportunities to live, work, and play; and

WHEREAS, economic development activities within Hall County and its Municipalities are providing incentives for residents from neighboring counties to seek employment within Hall County and its Municipalities; and

WHEREAS, all of these factors have resulted in the need for Hall County and its Municipalities to explore alternatives to place before their residents regarding transportation improvements; and

WHEREAS, one such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(1), the County and its Municipalities have determined that neither the region nor the majority of counties in the region have proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent; and

WHEREAS, the governing authorities of the County and the Municipalities met together on May 10, 2024 to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax Referendum and to discuss the rate of the tax in conformity with the requirements of Official Code of Georgia Annotated § 48-8-262(a)(2); and

WHEREAS, the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and among the County and the Municipalities as follows:

Section 1. Representations of the Parties.

Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

- A. The County and its Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent.

- B. The County agrees that if the governing authorities of all of the Municipalities within the Special District approve and execute this Agreement on or before July 1, 2024, the County will take the actions necessary to call an election, to be held in all of the voting precincts in Hall County on November 5, 2024, for the purpose of submitting to the qualified voters of the Special District for their approval the question whether or not a Transportation Special Purpose Local Option Sales and Use Tax of one percent shall be imposed on all sales and uses subject to the sales and use tax in the Special District of Hall County, as authorized by the Act for six years (24 calendar quarters) commencing on April 1, 2025 for the purpose of funding specified Projects (hereinafter more fully referred to and defined). The amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax is estimated to be \$390,000,000 (Three Hundred and Ninety Million Dollars).
- C. The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.
- D. The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., the County approved the execution of this Agreement.
- E. It is the intention of the County and the Municipalities to comply in all respects with Official Code of Georgia Annotated § 48-8-260 et seq., as amended most recently during the 2024 Legislative Session, and all provisions of this Agreement shall be construed in light of Official Code of Georgia Annotated § 48-8-260, et seq. as so amended.

Section 2. Conditions Precedent.

The obligations of all parties under this Agreement are contingent upon the following prior events:

- A. The approval and execution of this Agreement by all Municipalities located wholly or partially within Hall County on or before July 2, 2024.
- B. If all Municipalities do not approve and execute this Agreement on or before July 2, 2024, this Agreement shall be null and void. In such event, an alternate Agreement having a term of five years is being simultaneously executed by the County and certain Municipalities whose population within the Special District is more than fifty percent of the total population of that portion of all Hall County Municipalities located in the Special District. Pursuant to the alternate Agreement, the percentage of the proceeds of the tax collected that each absent municipality shall receive is stated with specificity, and such percentage of the proceeds of the tax collected which shall be received by each absent municipality shall not be less than the absent municipality minimum percentage as set forth in Official

Code of Georgia Annotated Section 48-8-262(c), as amended by House Bill 946 during the 2024 Legislative Session.

- C. The adoption of a Resolution by the Board of Commissioners of Hall County authorizing the imposition of the Transportation Special Purpose Local Option Sales and Use Tax and calling the necessary election in accordance with the provisions of Official Code of Georgia Annotated § 48-8-262(d).
- D. The approval of the Transportation Special Purpose Local Option Sales and Use Tax by a majority of the voters in the Special District of Hall County voting in the election (for those purposes) to be held in accordance with the provisions of Official Code of Georgia Annotated § 48-8-263.
- E. This Agreement is further contingent upon the collection of Transportation Special Purpose Local Option Sales and Use Tax revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax: Estimated Amount; Effective Date and Term of the Tax.

The Transportation Special Purpose Local Option Sales and Use Tax, subject to approval in an election to be held on November 5, 2024, shall be imposed at the rate of one percent (1%). The total estimated dollar amount for the net proceeds of the tax is \$390,000,000 (Three Hundred and Ninety Million Dollars). The maximum period of time for which the tax shall be imposed is six years, beginning on April 1, 2025 and ending on the final day of the six-year period. The maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax shall correspond to the period of time that the Transportation Special Purpose Local Option Sales and Use Tax shall be imposed. Hall County and its Municipalities intend for the maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax to be the maximum amount of net proceeds allowed by law, specifically in accordance with House Bill 934 which became effective on May 2, 2022 and House Bill 946 which became effective on May 6, 2024. The tax shall cease to be imposed on the final day of the maximum period of time allowed by law, six years, pursuant of Official Code of Georgia Annotated Section 48-8-262(d)(2)(C), as amended by House Bill 946 during the 2024 Legislative Session, unless sooner required by law.

Section 4. Effective Date and Term of This Agreement.

This Agreement shall commence upon the date of its execution by Hall County and all Municipalities and shall terminate upon the latter of:

- A. The official declaration by the Board of Elections and Registration of Hall County of the failure of the election described in this Agreement; or
- B. The expenditure by the County and the Municipalities of the last dollar of money collected from the Transportation Special Purpose Local Option Sales and Use Tax even if such

expenditure is made after the expiration of the Transportation Special Purpose Local Option Sales and Use Tax collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

- A. In recognition of the need for transportation improvements across Hall County and its Municipalities, the parties agree that the estimated total net proceeds (\$390,000,000) shall be utilized for the following transportation purposes (the "Purposes"): roads, streets, bridges, including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of Official Code of Georgia Annotated Section 48-8-121, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- B. The transportation Projects to be funded in whole or in part from Transportation Special Purpose Local Option Sales and Use Tax proceeds (the "Projects"), are listed in Exhibit A, which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in Official Code of Georgia Annotated § 32-2-22.
- C. All transportation Purposes included in this Agreement shall be funded from proceeds from the tax except as otherwise agreed. The Projects and Purposes described herein shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds as provided in this Agreement, and as specified in Exhibit A. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.
- D. No general obligation debt is to be issued in conjunction with the imposition of the tax.

Section 6. Transportation Special Purpose Local Option Sales and Use Tax Funds; Separate Accounts; No Commingling.

- A. A special fund or account shall be created by the County and designated as the 2025 Hall County Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (the "County Transportation Special Purpose Local Option Sales and Use Tax Fund"). The County shall select a bank which shall act as a depository and custodian of the County Transportation Special Purpose Local Option Sales and Use Tax Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a special fund to be designated as the 2025 [Municipality name] Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (each a "Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund"). Each Municipality shall select a bank which shall act as a depository and custodian of the Transportation Special Purpose Local Option Sales and Use Tax proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

- C. All Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Transportation Special Purpose Local Option Sales and Use Tax proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be placed in such accounts.

Section 7. Allocation and Disbursement of Transportation Special Purpose Local Option Sales and Use Tax Proceeds.

- A. Upon receipt by the County of Transportation Special Purpose Local Option Sales and Use Tax proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund. The monies in the Transportation Special Purpose Local Option Sales and Use Tax Fund shall be held and applied to the cost of acquiring, constructing and installing the Projects that have been designated as Major Projects by the County and all Municipalities (hereinafter the “Major Projects”) and the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section. In the event that a Major Project is specifically designated herein to be administered by a specific Municipality, the County shall, within 30 days of receipt of funds from the State Revenue Commissioner, transfer the funds designated for such Major Project to the designated Municipality on a pro-rata basis with Major Projects to be administered by the County and other specifically designated Municipalities according to the amount of proceeds received each month for Major Projects. The following Major Projects have been specifically designated in Exhibit A to be administered by specific Municipalities:

Ridge Road Corridor Improvements – Administered by the City of Gainesville

Park Hill Drive Intersection Improvements – Administered by the City of Gainesville

Hilton Drive Extension – Administered by the City of Gainesville

Frazer Road Corridor Improvements – Administered by the City of Buford

Mulberry Street Connector - Administered by the City of Flowery Branch

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment) – Administered by the City of Oakwood

Main Street, Flat Creek, and Old Oakwood Road Intersection – Administered by the City of Oakwood

B. The County, following each monthly deposit of the Transportation Special Purpose Local Option Sales and Use Tax proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund, shall reserve \$4,333,333.33 (Four Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars) of the monthly Transportation Special Purpose Local Option Sales and Use Tax proceeds received to pay the cost of the Major Projects to be administered by the County or specifically designated Municipalities as set forth in Exhibit A to this Agreement on a pro rata basis determined by the percentage of the individual Project as a portion of Major Projects. For example, the percentage of the Project known as the Mulberry Street Connector is 0.0080 percent compared to the total Major Projects List, as shown on Exhibit A, so each month Hall County would disburse the sum of \$34,722.22 to the City of Flowery Branch from the Major Projects reserve to facilitate the City of Flowery Branches administration of the construction of the Mulberry Street Connector Project, assuming that at least \$4,333,333.33 is received as TSPLOST proceeds from the State Revenue Commissioner for that month. If at least \$4,333,333.33 is not received for the month, then the distribution by Hall County to the City of Flowery Branch for that month would be 0.0080 percent of the funds received by Hall County from the State Revenue Commissioner for that month. Additionally, if the net proceeds from the Transportation Special Purpose Local Option Sales Tax exceed the sum of \$4,333,333.33 for the month, the County shall disburse to each Municipality its pro-rata allocation of the remaining monthly Transportation Special Purpose Local Option Sales and Use Tax net proceeds received, within thirty (30) days of the County's receipt of such Transportation Special Purpose Local Option Sales and Use Tax proceeds. The County or the specifically designated Municipality shall expend the monies reserved for Major Projects to construct and install such Major Projects. The County and the Municipalities shall receive a pro-rata allocation of the remaining Transportation Special Purpose Local Option Sales and Use Tax net proceeds, after the allocation for the Major Projects, on a monthly basis in accordance with the table below. The aggregate net remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are estimated to be \$78,000,000 (Seventy-Eight Million Dollars) over the six (6) year period.

Project	County/Municipality	Pro Rata %	Estimated Cost
County Projects (excluding Major Projects)	Unincorporated Hall County	42.5000%	33,150,000
Braselton	Braselton	3.9981%	3,118,497
Flowery Branch	Flowery Branch	9.7953%	7,640,319
Gainesville	Gainesville	29.9856%	23,388,730
Buford	Buford	3.3984%	2,650,723
Gillsville	Gillsville	0.4998%	389,812
Clermont	Clermont	1.3993%	1,091,474
Oakwood	Oakwood	5.3974%	4,209,971
Lula	Lula	2.9986%	2,338,873
Rest Haven	Rest Haven	0.0277%	21,600
			\$44,850,000

Notwithstanding the foregoing, once the County has deposited the aggregate amount of \$312,000,000 (Three Hundred Twelve Million Dollars) (the total estimated cost of the Major Projects) into the account for the payment of the cost of the Major Projects, the County shall make no further deposits of Transportation Special Purpose Local Option Sales and Use Tax proceeds into such account for Major Projects. As among the Major Projects, the County, or the applicable specifically designated Municipality, may allocate excess proceeds not needed for a particular Major Project, once satisfactorily completed, to one or more other Major Projects as determined by the County, or with regard to Major Projects to be administered by a specifically designated Municipality, the specifically designated Municipality may allocate excess proceeds for such Major Project administered by such Municipality to other Major Projects administered by such Municipality or to Major Projects administered by the County. If the final, actual aggregate cost of the Major Projects is less than \$312,000,000, any excess proceeds designated for Major Projects shall be disbursed in the same manner as the remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are to be disbursed as set forth in the table above.

Proceeds over and above the amount estimated to be received pursuant to this Referendum (herein, "Excess Proceeds") shall be allocated in accordance with the table above and shall be used solely for the Purposes listed herein. Each party shall expend its portion (determined using the percentages set forth in the table above) of Excess Proceeds from the Transportation Special Purpose Local Option Sales and Use Tax on one or more of its Projects set forth in Exhibit A of this Agreement.

- C. No Purpose or Project will be given preference in the funding and distribution process in such a way that the monthly distribution formula set forth herein is affected. Each party to this Agreement shall determine the priority or order in which its designated transportation purposes will be fully or partially funded based upon the distribution formula set forth in this Agreement. Each party's determination of the priority or order of funding for its transportation purposes shall be based on the extent to which a Project is ready to be initiated, the most recently updated assessment of the transportation needs of the applicable party, and practical considerations regarding the effect of the Project upon the traffic flow within the jurisdiction. The parties anticipate that Projects may be funded concurrently so as to maximize the impact of the Transportation Special Purpose Local Option Sales and Use Tax proceeds on the transportation needs of Hall County and its Municipalities.
- D. The disbursement of proceeds from the Transportation Special Purpose Local Option Sales Tax referenced in this Agreement shall account for 100 percent of the Tax proceeds.
- E. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share, unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 8. Project Monitoring, Record Keeping and Reporting, Audits.

- A. All parties to this Agreement shall promptly move forward with the acquisition and construction of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.
- B. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.5(a)(2), which requires that the governing authority of each county and the governing authority of each qualified municipality receiving any proceeds from the tax under this part to maintain a record of each and every purpose for which the proceeds of the tax are used. A schedule shall be included in each annual audit which shows for each purpose in the resolution calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. Certain information must be included in the annual audit of the County or each of the Municipalities during the term of this Agreement. The distribution and use of all Transportation Special Purpose Local Option Sales and Use Tax proceeds deposited in the County Transportation Special Purpose Local Option Sales and Use Tax Fund and each Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County with a copy of its annual audit.
- C. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Purposes.
- D. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of Transportation Special Purpose Local Option Sales and Use Tax proceeds and expenditures for each Project or Purpose undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

- A. The County and the Municipalities acknowledge that the costs shown for each Purpose described in Exhibit A are estimated amounts.

- B. When the County or a Municipality, as applicable, confirms that all of its Projects are completed, any excess proceeds held by the confirming County or Municipality shall, for the purposes of this Agreement, be deemed excess funds and disposed of as follows: Excess Proceeds subject to this subsection shall be used solely for the purpose of reducing any indebtedness of the County or the applicable qualified Municipality within the Special District. If there is no such indebtedness or if the Excess Proceeds exceed the amount of any such indebtedness, then the Excess Proceeds shall next be paid into the general fund of such County or the applicable qualified Municipality, it being the intent that any funds so paid into the general fund of such County or applicable qualified Municipality be used for the purpose of reducing ad valorem taxes according to Official Code of Georgia Annotated § 48- 8-269.5(f)(2).

Section 10. Project Management.

The County, or the applicable Municipality for municipal projects to be administered by such Municipality, may contract for Project Management regarding its Major Projects, and Project Management shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds. Project Management shall be performed by one or more persons or entities, and the Project Management function shall work out of the Gainesville-Hall Metropolitan Planning Organization (hereinafter “MPO”) office structure. The total annual compensation for the Project Management function described in this paragraph, including wages and benefits, if applicable, shall not exceed \$300,000 (Three Hundred Thousand Dollars). Municipalities may request that the Project Management function described in this paragraph be used for certain Municipal Projects which are not designated as Major Projects. In such event, the Municipality shall contract with the Project Management person or entity described in this paragraph for the specific services to be performed.

Section 11. Delegation of Authority for Certain Amendments.

Hall County hereby delegates to its Chairman of the Board of Commissioners, and each Municipality hereby delegates to its Chief Elected Official, the authority to execute any amendment to this Agreement other than an amendment that changes the Transportation Projects herein or an amendment that changes the monetary distribution of net proceeds to any jurisdiction which is a Party to this Agreement. As a result of the logistical challenges to execution of an intergovernmental agreement concerning a Transportation Special Purpose Local Option Sales and Use Tax, the Parties agree that the delegation of authority pursuant to this paragraph is necessary in order to facilitate the execution of this Agreement by the County and all Municipalities. In order for an amendment pursuant to this Section to be valid, such amendment must be signed by the designated official of the County and all Municipalities.

Section 12. Citizen Review Committee.

- A. The County and Municipalities agree that the members of the Citizen Review Committee, which is reviewing expenditures for SPLOST VII and SPLOST VIII Projects, shall also

review the Projects and Purposes set forth in this Agreement.

- B. The Citizen Review Committee will represent the interests of the citizens of the County and its Municipalities and shall receive and review periodic status reports concerning all Projects and Purposes to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales and Use Tax Program. The Committee shall review Transportation Special Purpose Local Option Sales and Use Tax Projects and Purposes of the County and Municipalities and shall invite the necessary staff, division directors, department heads, administrators, and appropriate third parties to provide Project and Purpose updates to the Committee.
- C. The mission of the Citizen Review Committee is to ensure all Hall County and Municipal Transportation Special Purpose Local Option Sales and Use Tax Program Purposes will be reported and executed in an efficient, transparent, and fully accountable manner in keeping with the purposes of the overall Transportation Special Purpose Local Option Sales and Use Tax Program.
- D. Hall County will provide appropriate staff, technical advisors, and meeting facilities to support the Committee's activities.
- E. The County Administrator and City Managers or designee(s), as applicable, of the County and Municipalities to this Agreement shall appoint any successor members of the Committee based on the following methodology:
 - 1. The Citizen Review Committee is comprised of nine members, five members appointed by the County Administrator; two members appointed by the City Manager of the City of Gainesville; one member appointed by a majority of the City Managers or designees of Buford, Braselton, Flowery Branch, Oakwood, and Rest Haven; and one member appointed by a majority of the City Managers or designees of Clermont, Gillsville, and Lula.
 - 2. Each member shall serve a four (4) year term. Each committee member selected to serve shall be appointed, or reappointed, every four years by the County and Municipality officials.
 - 3. No individual who holds state, county, or city elected office shall be eligible to serve as a member of the Citizen Review Committee during the term of such elected office, and the position of any member shall be deemed vacant upon such member qualifying as a candidate for elected public office. A member may be removed from the Citizen Review Committee with cause by the appointing official(s). Vacancies which may occur on the Committee shall be filled for the remainder of the unexpired term in the same manner as original appointments.
 - 4. Citizen Review Committee members are expected to serve with integrity and shall adhere to the highest ethical standards. Members who miss two consecutive meetings without reasonable cause or whose annual attendance drops below 50% shall be

deemed to have vacated their seat on the Committee.

Section 13. Default.

The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance.

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations. If any Municipality fails to comply with the requirements of the Act (Official Code of Georgia Annotated § 48- 8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law.

This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 17. Severability.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement.

This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Purposes and Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts, or understandings, either oral or written, between the parties relative to the Purposes and Projects are hereby rescinded and superseded by this Agreement. This Agreement specifically supersedes the prior TSPLOST Agreement entered into by most of the Parties to this Agreement during 2023.

Section 19. Amendments.

Except as set forth in Section 11 of this Agreement dealing with delegation of authority for certain amendments, this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and all of the Municipalities.

Section 20. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective three days after having been deposited or placed in the United States mail, postage prepaid to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- A. Town of Braselton
PO Box 306
4982 Highway 53
Braselton, Georgia 30517
Attention: Town Manager
- B. City of Buford
2300 Buford Highway
Buford, Georgia 30518
Attention: City Manager
- C. Town of Clermont
109 King St.
Clermont, Georgia 30527
Attention: Town Clerk
- D. City of Flowery Branch
P.O. Box 757
5410 Pine Street
Flowery Branch, Georgia 30542
Attention: City Manager
- E. City of Gainesville
P.O. Box 2496
300 Henry Ward Way
Gainesville, Georgia 30503
Attention: City Manager

F. City of Gillsville
P.O. Box 25
6288 GA-52
Gillsville, Georgia 30543-0025
Attention: City Clerk

G. City of Lula
6055 Main St.
Lula, Georgia 30554
Attention: Mayor

H. City of Oakwood
P.O. Box 99
4035 Walnut Street
Oakwood, Georgia 30566
Attention: City Manager

I. City of Rest Haven
428 Thunder Road
Buford, Georgia 30518
Attention: City Clerk

J. Hall County
P.O. Box 1435
2875 Browns Bridge Road
Gainesville, Georgia 30503
Attention: County Administrator

Section 21. Public Facilities.

The County and Municipalities agree that each approved Transportation Special Purpose Local Option Sales and Use Tax Project associated with this Agreement shall be maintained as a public facility and in public ownership.

Section 22. Mediation.

The County and the Municipalities agree to submit any controversy arising under this Agreement to mediation as a part of the dispute resolution process. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, all parties have executed this Agreement on the date indicated herein.

SIGNATURES ON THE FOLLOWING PAGES

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman, Board of Commissioners

Attest:

Jennifer Rivera, Clerk

Date _____

Approved as to Form:

William J. Linkous, III, County Attorney

TOWN OF BRASELTON

By: _____
Honorable Kurt Ward, Mayor

Attest:

Jennifer Scott, City Clerk

Date _____

Approved as to Form:

Gregory Jay, Town Attorney

CITY OF BUFORD

By: _____
Honorable Phillip Beard, Chairman, Buford City Commission

Attest:

Kim Wolfe, City Clerk

Date

Approved as to Form:

Gregory Jay, City Attorney

TOWN OF CLERMONT

By: _____
Honorable James E. Nix, Mayor

Attest:

Amy Lomax, City Clerk

Date

Approved as to Form:

David Syfan, City Attorney

CITY OF FLOWERY BRANCH

By: _____
Honorable Ed Asbridge, Mayor

Attest:

Shelia Cooper, City Clerk

Date

Approved as to Form:

Karen G. Thomas, City Attorney

CITY OF GAINESVILLE

By: _____
Honorable W. Sam Couvillon, Mayor

Attest:

Denise O. Jordan, City Clerk _____
Date

Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

CITY OF GILLSVILLE

By: _____
Honorable Wade Dale, Mayor

Attest:

Sandra Helton, City Clerk _____
Date

Approved as to Form:

David Syfan, City Attorney

CITY OF LULA

By: _____
Honorable Joe Thomas, Mayor

Attest:

Tangee Puckett, City Clerk _____
Date

Approved as to Form:

Joey Homans, City Attorney

CITY OF OAKWOOD

By: _____
Honorable Lamar Scroggs, Mayor

Attest:

Mai Chang, City Clerk

Date

Approved as to Form:

Donald Hunt, City Attorney

CITY OF REST HAVEN

By: _____
Honorable Kenneth Waycaster, Mayor

Attest:

Monica Montgomery, City Clerk

Date

Approved as to Form:

Gregory Jay, City Attorney

EXHIBIT A

TSPLOST Projects		
Description		Amount
Total Estimated Collections		\$ 390,000,000
Purposes - Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.		
Major Projects (80%)		
Spout Springs Road Widening Phase II	County	\$ 40,000,000
McEver Road Widening Phase I	County	58,000,000
White Sulphur Road and Crescent Drive Corridor Improvements	County	52,000,000
Ridge Road Corridor Improvements	Gainesville	40,000,000
Park Hill Drive Intersection Improvements	Gainesville	11,000,000
Hilton Drive Extension	Gainesville	26,000,000
McEver Road Intersection Improvements	County	10,000,000
SR 365 Safety Improvements	County	20,000,000
SR 369/Browns Bridge Road Corridor Improvements/Widening	County	35,846,000
Little Five Points Intersection	County	2,500,000
Mt Vernon Road and Rilla Road Intersection	County	3,000,000
Mt Vernon Road and Jim Hood Road Intersection	County	2,500,000
Memorial Park Drive and Atlanta Highway Intersection	County	4,000,000
Thompson Mill Road Improvements	County	1,000,000
Frazer Road Corridor Improvements	Buford	1,504,000
Mulberry Street Connector	Flowery Branch	2,500,000

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment	Oakwood	1,300,000
Main Street, Flat Creek Road, and Old Oakwood Road Intersection Improvements	Oakwood	850,000
Total Estimated Cost Major Transportation Projects	80%	\$ 312,000,000

Distribution to Jurisdictions, Local Projects (20%)		
Purposes described by each jurisdiction below.		
Hall County Portion	42.5000%	\$33,150,000
Municipality Portion	57.5000%	\$44,850,000
Unincorporated Hall County	42.5000%	\$33,150,000
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
		\$ 44,850,000
Total estimated distributions to jurisdictions, local projects	20%	\$ 78,000,000
Total Estimated Cost of T-SPLOST Projects		\$ 390,000,000

Hall County Project List

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Hog Mountain Road corridor improvements/widening; improving sight distance issues at East Hall Road and Gaines Mill Road, and Hog Mountain and Blackjack Road; 2 foot paved shoulder widening with RPMs and signage upgrades on Williams Road, County Line Road, Gaines Mill Road, Harmony Church Road, Blackjack Road, Bark Camp Road, and Hubert Stephens Road; intersection improvements at Old Cornelia Highway and Joe Chandler Road, Hog Mountain Road and Wade Orr Road, Hog Mountain Road and Capitola Farm Road, and Union Church Road and Elizabeth Lane; signage replacement/upgrades on Chestatee Road and Cool Springs Road; and other related projects.	\$23,150,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	
Projects may include: resurfacing of approximately 25 miles of Hall County maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	\$10,000,000
Total Estimated Cost of Hall County Projects	\$33,150,000

Municipalities Project List

Braselton

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$2,000,000
Projects may include: Highway 211, Highway 347, Thompson Mill Road, Spout Springs Road, Dunbar Road, and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,118,497
Projects may include: resurfacing of approximately 2 miles of Braselton maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Braselton Projects	\$3,118,497

Buford

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: McEver Road/Peachtree Industrial Blvd., Holiday Road, Carter Road, B.U. Bowman Drive, Golden Parkway, Bristol Industrial Way, Belle Wood Court, Palmero Court, Lexie Lane, South Waterworks Road, Green Road, Cemetery Road, New Bethany Road, North Waterworks Road, Big Creek Road, Lee Drive, Shoreland Drive, Hutchins Drive, Blackberry Lane, Maple Avenue, Frazer Road, and other related projects.	\$2,650,723
Total Estimated Cost of Buford Projects	\$2,650,723

Clermont

Project Name/Description	Estimated Project Cost
Construction of roads, sidewalks, and stormwater projects pertaining to roadway and other transportation projects	\$540,000
Projects may include sidewalk construction and stormwater projects on Oxford Road, King Street and Main Street; and other projects.	
Resurfacing, patching and related projects.	\$551,474
Project may include the repair and resurfacing of various streets in the Town.	
Total Estimated Cost of Clermont Projects	\$1,091,474

Flowery Branch

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Total Estimated Cost of Flowery Branch Projects	\$7,640,319

Gainesville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Memorial Park Drive, Old Flowery Branch Road, Green Street, Riverside Drive, Enota Drive, Beverly Road, M.L.K. Jr Blvd, Pearl Nix Pkwy, Sky View Drive, Fullenwider Road, Athens Street, White Sulphur Road, Community Way, Spring Street, Atlanta Hwy, Shallowford Road, Gaines Mill Road, Smallwood Road, Aviation Blvd, Marler Street, Academy Street, East Ave, Limestone Pkwy, Old Cornelia Hwy, Park Hill Drive, Thompson Bridge Road, Browns Bridge Road, Jesse Jewell Pkwy; and other similar projects.	\$17,388,730
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	
Projects may include: resurfacing of approximately 20 miles of City of Gainesville maintained roads based on the established annual road rating criteria and scoring system; and other similar projects.	\$6,000,000
Total Estimated Cost of Gainesville Projects	\$23,388,730

Gillsville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects. Projects may include: Extension of Wilson Dr. Sidewalks from Downtown to the Park, New Parking Lot for Downtown Park	\$260,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects. Projects may include -Resurface of Old Town Parking Lot & Driveway, Widening of Church St. and School St.	\$129,812
Total Estimated Cost of Gillsville Projects	\$389,812

Lula

Lula Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$538,873
Projects may include any of the 82 roads recognized as within the city and maintained by the city as prioritized by the City Council, and or other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,800,000
Projects may include: resurfacing of approximately 4 miles of city-maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Lula Projects	\$2,338,873

Oakwood

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Installation of sidewalks, sidewalk improvements, sidewalk repair, including curb and gutter installation and repair, on Main Street, Railroad Street, Oakwood Road, Flat Creek Road, Bishops Lane, Fairfax Drive, Fullerton Drive, Rutledge Drive, Nellie Drive; Highlands to Island Spur connections; Railroad Crossing safety improvements and intersection improvements at Railroad Street, Main Street, Walnut Circle; Intersection improvements at W. White and H. F Reed Industrial Parkway; Oak Street widening and improvements; and other related projects.	\$3,672,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	
Projects may include: Full Depth Reclamation of Nellie Drive, Culvert repair and replacement on annual projects list; and other related projects.	\$537,971
Total Estimated Cost of Oakwood Projects	\$4,209,971

Rest Haven

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: Thunder Road, Ledford Road.	\$21,600
Total Estimated Cost of Rest Haven Projects	\$21,600

Final IGA Agreement May 2023 (5 Year)	80/20	Amount
Total Estimated Collections	\$	325,000,000
Project		
Spout Springs Phase II	\$	40,000,000
McEver Road Widening Phase I		58,000,000
Not Applicable		
City of Gainesville		
Ridge Road Improvements		40,000,000
Park Hill Drive & Intersection Improvements		11,000,000
Hilton Drive Improvements		26,000,000
McEver Intersection Improvements		12,500,000
SR 369/Browns Bridge Road Widening		35,846,000
SR 365 Safety Improvements		20,000,000
Little Five Points Intersection		2,500,000
Mt Vernon and Rilla Road Intersection		3,000,000
Mt Vernon and Jim Hood Road Intersection		2,500,000
Memorial Park Drive and Atlanta Hwy Intersection		4,000,000
Frazer Road Corridor Improvement		1,504,000
Not Applicable		
Main Street at Flat Creek Rd Round-a-bout		850,000
Old Oakwood Rd Culvert Replacement		1,300,000
Thompson Mill Road Resurfacing and Sidewalks		1,000,000
80% County-wide	\$	260,000,000
20% Distribution to Jurisdictions/Local Projects	\$	65,000,000
Population Plus % Approach		
Hall County Portion		
	42.5000%	\$27,625,000
Municipality Portion		
	57.5000%	\$37,375,000
Unincorporated Hall County		
	42.5000%	27,625,000
Municipality Breakdown		
Braselton	3.9981%	2,598,748
Flowery Branch	9.7953%	6,366,932
Gainesville	29.9856%	19,490,609
Buford	3.3984%	2,208,936
Gillsville	0.4998%	324,843
Clermont	1.3993%	909,562
Oakwood	5.3974%	3,508,310
Lula	2.9986%	1,949,061
Rest Haven	0.0277%	18,000
	\$	37,375,000
	\$	325,000,000

Proposed IGA Agreement May 2024 (6 Year)	80/20	Amount
Total Estimated Collections	\$	390,000,000
Project		
Spout Springs Phase II	\$	40,000,000
McEver Road Widening Phase I		58,000,000
White Sulphur Road/Crescent Drive Corridor Improvements		52,000,000
City of Gainesville		
Ridge Road Improvements		40,000,000
Park Hill Drive & Intersection Improvements		11,000,000
Hilton Drive Improvements		26,000,000
McEver Intersection Improvements		10,000,000
SR 369/Browns Bridge Road Widening		35,846,000
SR 365 Safety Improvements		20,000,000
Little Five Points Intersection		2,500,000
Mt Vernon and Rilla Road Intersection		3,000,000
Mt Vernon and Jim Hood Road Intersection		2,500,000
Memorial Park Drive and Atlanta Hwy Intersection		4,000,000
Frazer Road Corridor Improvement		1,504,000
Mulberry Street Connector		2,500,000
Main Street at Flat Creek Rd Round-a-bout		850,000
Old Oakwood Rd Culvert Replacement		1,300,000
Thompson Mill Road Resurfacing and Sidewalks		1,000,000
80% County-wide	\$	312,000,000
20% Distribution to Jurisdictions/Local Projects	\$	78,000,000
Population Plus % Approach		
Hall County Portion		
	42.5000%	\$33,150,000
Municipality Portion		
	57.5000%	\$44,850,000
Unincorporated Hall County		
	42.5000%	33,150,000
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
	\$	44,850,000
	\$	390,000,000

Additional Funds from 5 to 6 Year Program
-
-
52,000,000
-
-
-
-
(2,500,000)
-
-
-
-
-
-
-
-
2,500,000
-
-
-
52,000,000
13,000,000
\$ 5,525,000
\$ 7,475,000
5,525,000
519,750
1,273,386
3,898,122
441,787
64,969
181,912
701,662
389,812
3,600
\$ 7,475,000
\$ 65,000,000



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a Real Estate Agreement with Blessing Traders, Inc. for the Purchase of Real Property for the Roundabout at Gaines Ferry Road and McEver Road

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

The City of Flowery Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout.

FACTS AND ISSUES:

The entire parcel consists of 3.605 acres. The temporary construction easement which will revert to the property owner after construction is 23,436 square feet (or 0.538 acres) with the permanent easement totaling 6,349 square feet or (0.146 acres). There are also two permanent drainage easements totaling 2,054 square feet or (0.047 acres).

The cost of the real property as described in the paragraph above is \$74,490. The funding for the roundabout project is SPLOST funding.

OPTIONS:

- 1) Authorize the Real Estate Agreement and purchase the property for \$74,490.
- 2) Do not authorize the Real Estate Agreement or purchase the property.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$74,490 from SPLOST funds

RECOMMENDATION:

Approve a Real Estate Agreement with Blessing Traders, Inc. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

SAMPLE MOTION:

I move to authorize the agreement with Blessing Traders, Inc., and the purchase of real property for \$74,490.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Property Purchase Blessing Traders roundabout.pdf](#)
- [Blessing Traders Property Purchase Agreement.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consideration of Real Estate Agreement with Blessing Traders, Inc. for the Purchase of Real Property

DATE: June 6, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL- \$74,490

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

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: The purpose of this item is to request council approval of a Real Estate Agreement with Blessing Traders, Inc. for the purchase of real property for the Roundabout at Gaines Ferry Road and McEver Road.

HISTORY: The City of Flowery Branch has been trying to acquire four pieces of property at the intersection of McEver Road and Gaines Ferry Road for a roundabout.

FACTS AND ISSUES: The entire parcel consists of 3.605 acres. The temporary construction easement which will revert to the property owner after construction is 23,436 square feet (or 0.538 acres) with the permanent easement totaling 6,349 square feet or (0.146 acres). There are also two permanent drainage easements totaling 2,054 square feet or (0.047 acres).

The cost of the real property as described in the paragraph above is \$74,490. The funding for the roundabout project is SPLOST funding.

OPTIONS: 1) Authorize the Real Estate Agreement and purchase the property for \$74,490.
2) Do not authorize the Real Estate Agreement or purchase the property.

RECOMMENDED SAMPLE MOTION: I move to authorize the agreement with Blessing Traders, Inc., and the purchase of real property for \$74,490.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

REAL ESTATE AGREEMENT

THIS AGREEMENT, made this 20th day of ~~May~~ ^{June}, 2024, by and among, BLESSING TRADERS, INC., a Georgia corporation (herein referred to as the "Seller"), the CITY OF FLOWERY BRANCH, GEORGIA, a Georgia municipal corporation (herein referred to as the "Purchaser") and PEREIRA, KIRBY, KINSINGER & NGUYEN LLP, a Georgia limited liability partnership ("Escrow Agent").

RECITALS

A. Seller is the owner of that certain tract of real property commonly known as Hall County Tax Parcel 08150 002001 that sits adjacent to the southern corner of the intersection of Gaines Ferry Road and McEver Road and known by the address 6477 McEver Road, Flowery Branch, Georgia 30042, more particularly described in Exhibit "A" attached hereto, and all improvements located thereon and all easements and appurtenances thereunto belonging, including any right, title and interest of the Seller in and to adjacent streets, alleys or rights-of-way.

B. Seller desires to sell a portion of the real property identified in Exhibit A to Purchaser in fee simple and Purchaser desires to purchase a portion of the real property identified in Exhibit A from Seller in fee simple, more particularly described on Exhibit "B" attached hereto. Seller desires to sell portions of the real property identified in Exhibit A to Purchaser as permanent drainage easements and Purchaser desires to purchase portion of the real property identified in Exhibit A from Seller as permanent drainage easements, more particularly described on Exhibit "C" attached hereto. In addition, the Seller desires to convey a temporary construction easement across the real property identified in Exhibit A and Purchaser desires to purchase from Seller a temporary construction easement across the real property identified in Exhibit A in an area more particularly described in Exhibit "D" attached hereto. Said temporary construction easement shall expire upon the completion of the improvements to be conducted by Purchaser at the intersection of Gaines Ferry Road and McEver Road. The areas of real property identified as Exhibits "B", "C", and "D" shall hereinafter be referred to as the "Property."

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. The Purchase Price ("Purchase Price") shall be SEVENTY FOUR THOUSAND FOUR HUNDRED NINETY AND NO/100THS DOLLARS (\$74,490.00), and the Purchaser agrees to purchase the Property for said sum, subject to the terms and conditions herein. At the Closing, the Purchaser shall pay to the Seller the Purchase Price by wire transfer to an account or accounts designated by Seller or by other payment medium providing for immediately collectable funds designated by Seller.

2. EARNEST MONEY.

A. Earnest Money. The Purchaser, upon execution of this Agreement by the Seller, shall deliver to the Escrow Agent the Purchaser's check in the amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) (the "Earnest Money"). The Earnest Money shall be non-refundable to Purchaser except for the inability or failure of Seller to close the transaction contemplated herein, breach by Seller of its obligations hereunder, or as is otherwise expressly provided for herein.

B. Application. At the Closing, Escrow Agent shall pay the Earnest Money to Seller and the Earnest Money shall be applied and credited in reduction of the Purchase Price. If Purchaser shall exercise any right or option under this Agreement to rescind, cancel or terminate this Agreement, then Escrow Agent, after the passage of any required notice periods, shall immediately refund the Earnest Money to Purchaser, less the sum of TEN AND NO/100 DOLLARS (\$10.00) which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations under this Agreement, except as otherwise specifically provided in this Agreement.

C. Deposit of Earnest Money. Escrow Agent shall deposit the Earnest Money in a non-interest bearing escrow account at a financial institution whose deposits are insured by the F.D.I.C. chosen by Escrow Agent.

3. SURVEY. The Purchaser may, at its sole cost and expense, cause prior to the end of the Inspection Period, a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Property and any portion of the Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any similar federal, state or local agency. Purchaser will deliver three (3) prints of the Survey to Seller not later than the Expiration Date as such term is defined in Paragraph 5(B) herein. The Survey shall be reasonably acceptable to Seller. Seller agrees to convey the Property pursuant to the Survey legal description by Quitclaim Deed if requested by Purchaser.

4. CONVEYANCE OF TITLE. The Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those existing title matters shown on Exhibit "E" attached hereto and incorporated herein by this reference ("Existing Title Exceptions"); and (ii) the lien for ad valorem taxes not yet due and payable ((i) through (iv) hereinafter referred to as the "Permitted Title Exceptions"). Not later than ten (10) days from the Effective Date of this Agreement, as such term is defined herein, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such

objections. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within ten (10) days after receipt by Seller of Purchaser's title objection notice; but if Seller does not give this notice within such ten (10) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that the Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser, (ii) remove any such objections (but only as to monetary liens created, assumed or suffered by Seller against the Property) and pay the same at Closing from the Purchase Price in accordance with the amount of money due and payable for such monetary lien, or (iii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. At any time prior to the Closing Date, the Purchaser shall have the right to check down the title from and after the effective date of the preliminary title examination contemplated in this Paragraph 4 and deliver to the Seller a written statement of any objection which appears in the real property records of Hall County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. The Seller shall have until the Closing Date to cure, at its expense, any such objection. In the event the Seller fails or refuses to cure such objection prior to the Closing Date, the Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4 as to preliminary title objections.

5. RIGHT OF INSPECTION.

A. General. The Seller agrees that, the Purchaser and its agents shall have the right and privilege of going upon the Property to inspect, examine and survey the Property, to plan for the development and use thereof. This right and privilege shall include the right to locate utilities, review any zoning conditions or requirements, review any protective or restrictive covenants, make soil tests, borings, percolation tests and such other inspections, examinations and tests the Purchaser deems necessary to prepare for the development of the Property; provided, however that no grading shall be done and no trees or bushes shall be cut, and Purchaser nor its agents shall interfere with the business operations of any tenants during any such inspections. To the extent allowed by law, Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph 5 or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorney's fees. This indemnity, to the extent allowed by law, shall survive the Closing or any termination of this Agreement. Purchaser shall, at Purchaser's expense, restore the Property to substantially the same condition existing at the Effective Date upon completion of inspection activities, but only to the extent any changes were caused by Purchaser, its representatives or designees.

Seller will provide Purchaser within five (5) business day after the Effective Date a copy of any of the following to the extent in Seller's actual possession or control (collectively, "Seller's Documentation"): environmental reports prepared with respect to the Property; Seller's owner's

title insurance policy for the Property; the most recent survey prepared with respect to the Property and applicable tax bills. Any failure of Seller to provide any or all of the Seller's Documentation within such five (5) day period shall not be deemed to be a default on the part of Seller hereunder; however, the Inspection Period, but not the Closing Date, shall be extended an equal number of days of any such delay. Purchaser acknowledges and agrees that any materials provided pursuant to this Paragraph by Seller to Purchaser are made without any representations or warranties as to the accuracy or contents thereof, and Purchaser acknowledges and agrees that it shall not be entitled to rely upon any such materials. In the event the Closing fails to occur for any reason, Purchaser agrees to return promptly to Seller all information given to Purchaser pursuant to this Paragraph including any and all originals or copies made of such information in the possession of Purchaser's consultants and agents. Despite the provision of the materials provided in this Paragraph, Purchaser acknowledges that it shall be solely responsible for ordering its own title insurance commitment and title insurance policy, providing a current survey, obtaining an environmental audit or report relative to the Property, and any other inspections and reports desired by Purchaser, all at Purchaser's sole expense.

B. Right to Terminate. In the event the Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, the Purchaser shall have the exclusive right and option to terminate this Agreement on or before thirty (30) calendar days after the date of final execution of this Agreement (said 30th day being herein referred to as the "Expiration Date"), in which event the Earnest Money (less the sum of \$10.00 which shall be paid to Seller by Escrow Agent and retained by Seller as consideration for entering into this Agreement) shall be delivered by the Escrow Agent to the Purchaser. The term "Inspection Period", as used in this Agreement, means the period from the date of final execution of this Agreement through the thirtieth (30th) calendar day hereafter. If Purchaser elects to terminate this Agreement during the Inspection Period, upon written request of Seller, Purchaser agrees to provide Seller with copies of all surveys, reports, tests, studies or any other documents or writings of any kind dealing with the Property which come into Purchaser's possession of control during the pendency of this Agreement.

6. CLOSING.

A. General. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") shall be on or before July 1, 2024 (hereinafter referred to as the "Closing Date"). The Closing shall be held at the offices of the Purchaser's counsel, Pereira, Kirby, Kinsinger & Nguyen, LLC, 690 Longleaf Drive, Lawrenceville, Georgia 30046, at a time and date which is mutually agreeable to Seller and Purchaser; provided however, at the election of either party, such party's portion of the Closing may be conducted by delivery of such party's closing documents to the closing attorney, on the Closing Date, by a courier or overnight delivery service. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the Permitted Title Exceptions.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year

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in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser.

E. Expenses of Closing. The Seller shall pay its share of prorations required herein and the recording costs associated with any title clearance items that Seller elects to undertake under Section 4 herein. The Purchaser shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, the survey costs for which Purchaser is responsible under Paragraph 3, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

7. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations, to the actual knowledge of the person signing this Agreement on behalf of Seller:

(i) Seller owns fee simple title to the Property, subject to those title exceptions identified in Exhibit "E";

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(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iii) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing management agreements or other agreements arising through Seller with any third parties concerning leasing of the Property;

(iv) There are no leases or agreements whose term (or any extension thereof) would extend beyond the Closing Date or give the right of possession of the Property or any portion thereof beyond the Closing Date;

(v) Seller has not received any written notice from any governmental authority of any taking of the Property or any portion thereof by eminent domain and, to its knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority; and

(vi) There are no pending or threatened actions, suits, proceedings or bankruptcies against Seller of the Property which might affect the Property, Seller's title thereto, or the ability of Seller to perform its obligations hereunder.

B. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

8. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize or approve Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue; and Purchaser shall affirmatively comply with Subparagraph (iii) above.

9. CONDITIONS PRECEDENT.

A. The Purchaser's obligation to purchase the Property hereunder is expressly made subject to the satisfaction (or waiver by the Purchaser) of each of the following conditions, on or before the Closing Date (or any earlier date expressly set forth below), in addition to all other conditions set forth in this Agreement:

(i) that the Property will be in the same condition, reasonable wear and tear only excepted, at Closing as it is on the Effective Date of this Agreement;

(ii) that all representations of Seller contained in Paragraph 7 of this Agreement be true and correct in all material respects as of the Closing Date; and

If any of the above conditions set forth in this Paragraph 9(A) have not been duly satisfied by the Closing Date or earlier date specified as to each condition, the Purchaser may rescind this Agreement by written notice to the Seller on or before the Closing Date or the earlier date expressly set forth above, in which event the Earnest Money (less \$10.00 which shall be remitted by Escrow Agent to Seller as the Seller's sole consideration for entering into this Agreement) shall be promptly refunded to the Purchaser by the Escrow Agent. Thereafter, the parties hereto shall have no further rights, duties or obligations hereunder, except as is otherwise specifically provided in this Agreement. In the event that the party having the right to rescind this Agreement does not so elect to rescind this Agreement on or before the Closing Date or earlier date specified above, then such condition shall be deemed waived and this Agreement shall continue in full force and effect.

10. NO BROKERS. Neither Seller nor Purchaser has contracted for the payment of any real estate commission, brokerage, finders or other fees with respect to the transaction contemplated hereby and to the extent allowed by law, each party hereto hereby agrees to defend, indemnify and hold harmless the other party from and against any claim by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due by, through or under the indemnifying party.

11. DAMAGE AND CONDEMNATION.

A. Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.

B. Condemnation. In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

The parties acknowledge and agree that the pending litigation referenced in Section 20 herein shall not be subject to the terms and conditions of this Section 11(B) nor shall this provision be used by Purchaser to terminate this Agreement.

12. NOTICES.

Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice shall be given or served by depositing the same in the United States mail, postage paid, registered or certified, with return receipt requested or by hand delivering the same to such party, or an agent of such party, or by delivery by overnight courier such as Federal Express, or by delivery by email transmission. Each Notice shall be effective upon being so delivered in the case of hand delivery, upon being so deposited or upon transmission if sent by email, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof which, in the case of delivery by mail, shall be as evidenced by the return receipt, in the case of delivery by a nationally recognized overnight courier service, shall be evidenced by confirmation of delivery from the overnight courier service, and in the case of delivery by email, on the date the Notice was confirmed sent by the sending apparatus. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail or overnight courier service, failure by any party to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

SELLER:

Blessing Traders, Inc.
1837 Doverhill Drive
Lawrenceville, GA 30043
Phone: [REDACTED]
Email: [REDACTED]

PURCHASER:

City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542
City Manager Tonya Parrish
Phone: 770-967-6371
Email: tonya@flowerybranchga.org

Copy to: Ted C. Baggett, Esq.
PEREIRA, KIRBY, KINSINER & NGUYEN, LLC
690 Longleaf Drive
Lawrenceville, Georgia 30046
Phone: 770-963-1997
Email: tcb@pkknlaw.com

ESCROW AGENT:

Ted C. Baggett, Esq.
PEREIRA, KIRBY, KINSINER & NGUYEN, LLC
690 Longleaf Drive
Lawrenceville, Georgia 30046
Phone: 770-963-1997
Email: tcb@pkknlaw.com

Any party may by notice to the other in the manner provided above, designate a different address for receiving Notice under this Agreement. A post office box shall not be the only notice address for either Seller or Purchaser. Any Notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

13. DEFAULT.

A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto. Despite the provisions of this Paragraph 13(A)(i), Purchaser may cure any monetary liens created, assumed or suffered by Seller against the Property and pay the same at Closing from the purchase price in accordance with the provisions of Paragraph 4 of this Agreement.

(ii) If Seller fails or refuses to perform its obligations hereunder, then Purchaser shall have the right to (i) terminate this Agreement by Notice to Seller, in which event the Earnest Money shall be refunded to Purchaser, and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for those obligations which survive termination, or (ii) seek specific performance of Seller's obligations to convey the Property to the Purchaser in accordance with the terms of this Agreement; provided, however, that Purchaser shall only be

entitled to such remedy if such suit for specific performance is filed within thirty (30) days after the scheduled date of Closing and further provided that the remedy of specific performance shall only be available to Purchaser upon Purchaser's full satisfaction of each of Purchaser's obligations under this Agreement, including without limitation, delivering sufficient proof to the Seller that Purchaser is ready, willing and able to close this transaction as of the date scheduled for Closing. If Purchaser has not filed suit for specific performance within said 30-day period, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to (i) above. The option selected (or deemed selected) by Purchaser shall be Purchaser's sole and exclusive remedy, and in no event shall Purchaser be entitled to sue Seller for damages. In no event, including the provisions above, or after Closing, shall Seller be liable to Purchaser for any consequential, indirect, punitive, treble, exemplary, or speculative damages. Purchaser acknowledges that Purchaser's agreements in this Section 13(A) are a material inducement for Seller to enter into this Agreement and without which Seller would not have entered into this Agreement. Nothing in this Section 13(A) shall limit Purchaser's indemnification obligations under this Agreement or Purchaser's restoration obligation in Section 5(A) of this Agreement. The provisions of this Section 13 shall survive Closing or termination of this Agreement.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 13(B) and except as to the indemnity contained in Paragraph 16) or specific performance against the Purchaser.

14. ESCROW INSTRUCTIONS.

A. Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 5(B), then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in

Paragraph 5(B), without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

B. Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

C. Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 6(A) (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent).

D. Indemnity. To the extent allowed by law, Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 14, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 14(D). The provisions of this Paragraph 14(D) shall survive the Closing or any termination, cancellation or rescission of this Agreement.



15. PROPERTY SOLD "AS IS/WHERE IS".

EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE PROPERTY IS BEING SOLD AND CONVEYED TO PURCHASER "AS IS/WHERE IS" AND "WITH ALL FAULTS". EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OR RELATING TO: THE CONDITION OF THE PROPERTY, THE IMPROVEMENTS LOCATED THEREON, OR THE PERSONALTY; THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE; THE SUSCEPTIBILITY TO FLOODING OF THE PROPERTY; THE VALUE OR MARKETABILITY OF THE PROPERTY; THE LAYOUT OR LEASABLE SQUARE FOOTAGE OF THE PROPERTY; THE PROJECTED INCOME OR EXPENSES OF THE PROPERTY; THE ZONING CLASSIFICATION, OR USE AND OCCUPANCY RESTRICTIONS, APPLICABLE TO THE PROPERTY; THE CURRENT MANNER OF OPERATION OF THE PROPERTY; THE COMPLIANCE OF THE PROPERTY WITH ENVIRONMENTAL LAWS, AND LAWS AND REGULATIONS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS; AND ALL MATTERS AFFECTING OR RELATING TO THE PROPERTY. PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER, OR BY ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER.

BY PROCEEDING WITH THE ACQUISITION OF THE PROPERTY FOLLOWING THE INSPECTION PERIOD, PURCHASER AGREES THAT IT WILL BE CONFIRMING THAT IT HAS INVESTIGATED TO ITS SATISFACTION ALL MATTERS CONCERNING THE PROPERTY THAT ARE RELEVANT TO PURCHASER AND THAT PURCHASER IS ACQUIRING THE PROPERTY IN AN "AS IS/WHERE IS" AND "WITH ALL FAULTS" CONDITION. IN AGREEING TO PURCHASE THE PROPERTY "AS IS/WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, PURCHASER ACKNOWLEDGES AND REPRESENTS THAT IT HAS FACTORED THE "AS IS/WHERE IS" AND "WITH ALL FAULTS" CONDITION OF THE PROPERTY INTO THE PURCHASE PRICE PURCHASER HAS HEREBY AGREED TO PAY FOR THE PROPERTY. FROM AND AFTER THE CLOSING, PURCHASER AGREES TO WAIVE, AND DOES HEREBY WAIVE, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND OTHER LIABILITIES OF OR AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY IN VIOLATION OF FEDERAL, STATE OR OTHER APPLICABLE LAW. THE TERMS AND COVENANTS OF THIS SECTION 15 SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED INTO THE DEED CONVEYING THE PROPERTY TO PURCHASER.

16. LIENS AND ENCUMBRANCES.

Purchaser shall have no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon or in any manner, to bind the interest of Seller in the Property or to charge the proceeds payable hereunder for any claim in favor of any person dealing with Purchaser, including those who may furnish materials or perform labor for any construction or repairs, and any such liens shall be attached to, if at all, only the Purchaser's interest, if any, granted the Purchaser by this instrument. Purchaser covenants and agrees that it will pay or cause to be paid all sums legally due and payable by or on account of any labor performed or materials furnished in connection with any work performed on the Property on which any lien is or can be validly or legally asserted against its interest, if any, in the Property with improvements thereon and that it will save and hold Seller harmless of any and all loss, costs or expense, based upon or arising out of asserted claims or liens against the Purchaser's estate, if any, or against the right, title or interest of the Seller in the Property under the terms of this Agreement, except for indemnities which by the express written terms of this Agreement are to survive the termination or cancellation of this Agreement. This Paragraph shall survive any termination or cancellation of this Agreement.

17. LIKE-KIND EXCHANGES.

Each party acknowledges and agrees that the other may engage in an exchange of like-kind property, using a qualified intermediary, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, in connection with its disposition of the Property. Each party agrees to cooperate with any such like-kind exchange; provided (i) such party shall not be required to execute any instrument that increases such party's obligations or decrease its rights under this Agreement, (ii) such party shall not be required to incur any liability, cost or expense, and (iii) such party shall not be required to take title to any other property. Such party agrees to consent to the other party's assignment of this Agreement to a qualified intermediary in order to facilitate such like-kind exchange so long as such assignment does not adversely affect such party's rights hereunder, and such party agrees that it will have no recourse whatsoever against any qualified intermediary to whom this Agreement is assigned; provided the other party's assignment of this Agreement to a qualified intermediary shall not result in the other party being released from its obligations and liabilities hereunder.

18. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist

upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns, provided, however, that Purchaser shall not be entitled to assign its rights hereunder without the express written consent of Seller. Seller shall be entitled to assign its rights hereunder, in whole or in part, to an entity or entities that control, are controlled by, or are under the same control as Seller, without Purchaser's prior written consent; "Control", as used in this Paragraph 18(D) shall mean beneficial ownership equal to or greater than 50% of the entity.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. Except as expressly provided herein, the terms, conditions, obligations, provisions of this Agreement shall merge into the documentation from this transaction and shall not survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Property shall be delivered to Purchaser at Closing.

K. Counterparts and Execution and Delivery by Electronic Transmission. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf. format) signatures constitute originals signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon that party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

SELLER:

BLESSING TRADERS, INC.

Date 6/5/24

By:  (SEAL)
Karim Aly, CEO

PURCHASER:

CITY OF FLOWERY BRANCH, GEORGIA

Date _____

By: _____
Name: _____
Title: _____

CONSENTED TO FOR THE PURPOSE
OF SERVING AS ESCROW AGENT:

PEREIRA, KIRBY, KINSINGER & NGUYEN, LLP.

By: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY FROM WHICH PORTIONS ARE BEING OBTAINED IN FEE SIMPLE, FOR PERMANENT EASEMENTS, AND FOR A TEMPORARY CONSTRUCTION EASEMENT

Tract Two:

All that tract or parcel of land lying and being in Land Lot 139 of the 8th District of Hall County, Georgia, being shown as 3.605 acres on a survey prepared by M. V. Ingram Enterprises, Inc., for W. Mark Coppage, Jr. Family Trust and Lawyers Title Insurance Corp., dated August 24, 2000, and being described according to said survey as follows

BEGINNING, at the intersection of the southeasterly right of way line of McEver Road (80 foot right of way) and the southwesterly right of way line of Gains Ferry Road (50 foot right of way), run thence along the southwesterly right of way line of Gains Ferry Road and following the curvature thereof an arc distance of 473.80 feet to an iron pin found, said arc having a radius of 23,494.91 feet and being subtended by a chord bearing and distance of South 57 degrees 47 minutes 06 seconds East 473.80 feet, leaving said right of way line run thence South 49 degrees 51 minutes 04 seconds West a distance of 454.63 feet to an iron pin found, run thence North 31 degrees 32 minutes 15 seconds West a distance of 456.33 feet to an iron pin found on the southeasterly right of way line of McEver Road (80 foot right of way), run thence along said right of way line and following the curvature thereof an arc distance of 242.99 feet to a point located at the intersection of the southeasterly right of way line of McEver Road (80 foot right of way) and the southwesterly right of way of Gains Ferry Road (50 foot right of way), which point marks the TRUE PLACE OR POINT OF BEGINNING, said arc having a radius of 1,603.32 feet and being subtended by a chord and bearing of North 49 degrees 46 minutes 11 seconds East 242.76 feet



EXHIBIT B
LEGAL DESCRIPTION OF PORTION OF PROPERTY BEING TRANSFERRED IN
FEE SIMPLE

RIGHT-OF-WAY ACQUISITION – 6,349 SQUARE FEET (0.146 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 6,349 square feet (0.146 acre) and being the property to be acquired for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', said point being the POINT OF BEGINNING of the parcel described herein, thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve and said right-of-way a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 235.87' to a point lying on a tangent curve to the left, having a radius of 141.00', a chord bearing of S85°48'13"W and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S51°59'17"W a distance of 82.70' to a point, thence S62°17'02"W a distance of 36.39' to the POINT OF BEGINNING.

EXHIBIT C

ALSO, granted are two permanent drainage easements. Said easements are more particularly described as follows:

DRAINAGE EASEMENT – 1,605 SQUARE FEET (0.037 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 1,605 square feet (0.037 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence S19°47'31"E a distance of 82.21' to a point, thence S70°12'40"W a distance of 20.00' to a point, thence N19°47'32"W a distance of 77.69' to the POINT OF BEGINNING.

DRAINAGE EASEMENT – 449 SQUARE FEET (0.010 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 449 square feet (0.010 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius

of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 74.11' to a point, said point being the POINT OF BEGINNING, thence S02°40'59"W a distance of 22.43' to a point, thence N60°22'52"W a distance of 22.54' to a point, thence N02°53'21"E a distance of 22.39' to a point, thence S60°22'52"E a distance of 22.45' to the POINT OF BEGINNING.

per

EXHIBIT D

ALSO, granted is a temporary construction easement. Said easement is more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT – 23,436 SQUARE FEET (0.538 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 23,436 square feet (0.538 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-about, being on the South side of the above-described RIGHT-OF-WAY ACQUISITION and terminating at the POINT OF BEGINNING, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

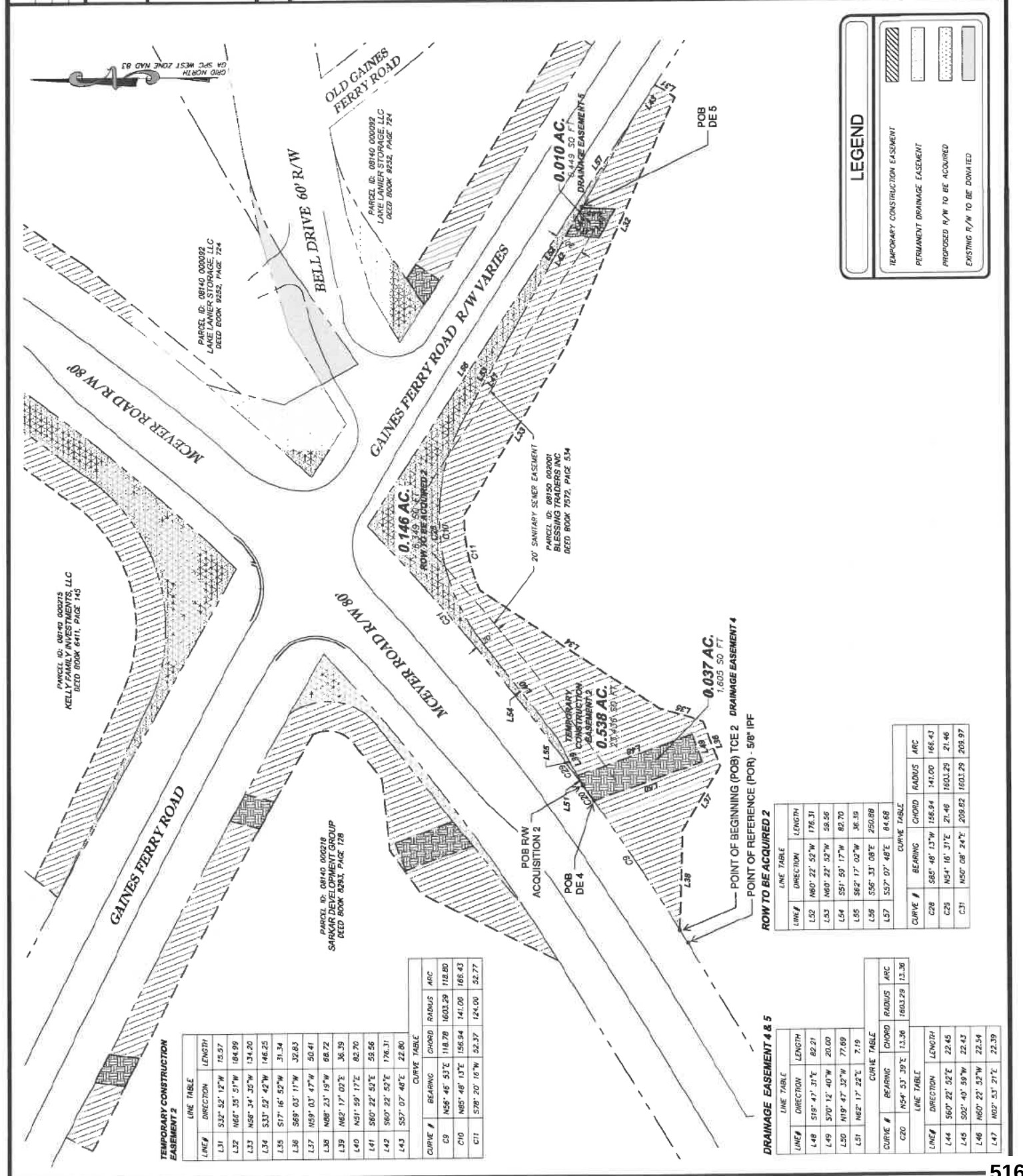
From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29, a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence N62°17'02"E a distance of 36.39' to a point, thence N51°59'17"E a distance of 82.70' to a point lying on a tangent curve to the right, having a radius of 141.00', a chord bearing of N85°48'13"E and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S60°22'52"E a distance of 235.87' to a point, thence S57°07'48"E a distance of 22.80' to a point, thence S32°52'12"W a distance of 15.57' to a point, thence N66°35'51"W a distance of 184.99, thence N58°34'35"W a distance of 134.20' to a point lying on a non-tangent curve to the left, having a radius of 124.00', a chord bearing of S78°20'16W and a chord length of 52.37', thence run along the arc of said curve a distance of 52.77' to a point, thence S33°52'42"W a distance of 146.25' to a point, thence S17°16'52"W a distance of 31.34' to a point, thence S69°03'11"W a distance of 32.83' to a point, thence N59°03'47"W a distance of 50.41' to a point, thence N88°23'19"W a distance of 68.72' to the POINT OF BEGINNING.



EXHIBIT "E"
EXISTING TITLE EXCEPTIONS

- a. All taxes and special assessments, including water, sanitary and other utility bills, for the year 2024 and subsequent years, which are not yet due and payable, together with any and all taxes and special assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, re-billings, or errors by tax officials or their agents.
- b. Right of Way Easement from Eli Carlisle to Georgia Railway & Power Company, dated May 21, 1924, filed May 23, 1924, and recorded in Deed Book 45, Page 400, Hall County, Georgia Records.
- c. Right of Way Easement from State Planters Bank & Trust Company to Georgia Power Company, dated July 16, 1936, filed August 21, 1936, and recorded in Deed Book 72, Page 495, Hall County, Georgia Records.
- d. Right of Way Easement from Stonebridge Development Corporation to Sawnee Electric Membership Corporation, dated May 20, 1985, filed May 20, 1985, and recorded in Deed Book 885, Page 5, Hall County, Georgia Records.
- e. Right of Way Easement from Gene Mooney to Georgia Power Company, dated September 19, 1986, filed September 24, 1986, and recorded in Deed Book 1025, Page 232, Hall County, Georgia Records.
- f. Right of Way Deed from Stonebridge Development Corporation to Hall County, dated May 25, 1987, filed June 4, 1987, and recorded in Deed Book 1114, Page 246, Hall County, Georgia Records.

VA



[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording return to:
Pereira, Kirby, Kinsinger &
Nguyen, LLP
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF HALL

RIGHT OF WAY DEED

THIS INDENTURE, made the __ day of March, in the year Two Thousand Twenty Four,
between

BLESSING TRADERS, Inc.
A Georgia Corporation

of the County of Hall, and State of Georgia, as party or parties of the first part, hereinafter called Grantor,
and

CITY OF FLOWERY BRANCH, GEORGIA
a Georgia Municipal Corporation

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to
include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid,
and the benefits flowing to said property by the street improvement project hereinafter described, the
receipt of whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said City of
Flowery Branch, and their successors in office so much land as to make a right of way for said
roundabout as surveyed, being more particularly described as follows:

Portions of that tract or parcel of land lying and being in the Land Lot 139 of the 8th Land District
of Hall County, Georgia, known as Tax Parcel 08150002001, and being more particularly
described on Exhibits "A" and "B" attached hereto and made a part hereof by this reference.

EXHIBIT "A"

Portions of all that tract or parcel of land lying and being in Land Lot 139 of the 8th Land District of Hall County, Georgia, known as Tax Parcel 08150002001, being more particularly described as follows:

Right of Way:

RIGHT-OF-WAY ACQUISITION – 6,349 SQUARE FEET (0.146 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 6,349 square feet (0.146 acre) and being the property to be acquired for a proposed roadway round-a-bout which will be located within such area, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', said point being the POINT OF BEGINNING of the parcel described herein, thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve and said right-of-way a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 235.87' to a point lying on a tangent curve to the left, having a radius of 141.00', a chord bearing of S85°48'13"W and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S51°59'17"W a distance of 82.70' to a point, thence S62°17'02"W a distance of 36.39' to the POINT OF BEGINNING.

ALSO, granted are two permanent drainage easements. Said easement is more particularly described as follows:

DRAINAGE EASEMENT – 1,605 SQUARE FEET (0.037 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 1,605 square feet (0.037 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence S19°47'31"E a distance of 82.21' to a point, thence S70°12'40"W a distance of 20.00' to a point, thence N19°47'32"W a distance of 77.69' to the POINT OF BEGINNING.

DRAINAGE EASEMENT – 449 SQUARE FEET (0.010 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 449 square feet (0.010 acre) and being the property to be acquired for a DRAINAGE EASEMENT which will be located within such area, being 20' in width, and depicted on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N54°16'31"E and a chord length of 21.46', thence run along the arc of said curve and said right-of-way a distance of 21.46' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N50°08'24"E and a chord length of 209.82', run along the arc of said curve a distance of 209.97' to a point, thence S56°33'08"E a distance of 250.88' to a point, thence S57°07'48"E a distance of 84.68' to a point, thence N60°22'52"W a distance of 74.11' to a point, said point being the POINT OF BEGINNING, thence S02°40'59"W a distance of 22.43' to a point, thence N60°22'52"W a distance of 22.54' to a point, thence N02°53'21"E a distance of 22.39' to a point, thence S60°22'52"E a distance of 22.45' to the POINT OF BEGINNING.

ALSO, granted is a temporary construction easement. Said easement is more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT – 23,436 SQUARE FEET (0.538 AC)

All that parcel lying and being in Land Lot 139, 8th Land District, Flowery Branch, Hall County, Georgia containing 23,436 square feet (0.538 acre) and being a TEMPORARY CONSTRUCTION EASEMENT for the construction of the above-described roadway round-a-bout, being on the South side of the above-described RIGHT-OF-WAY ACQUISITION and terminating at the POINT OF BEGINNING, as shown on the attached drawing prepared by Matthew N Austin, Georgia RLS 3393, on December 7, 2023, and being more particularly described as follows:

From the POINT OF REFERENCE, which is a 5/8" capped rebar having Georgia State Plane, West Zone, NAD83 coordinates North 1516675.7948' and East 2360640.6450', and being located along the shared right-of-way/property line for the Parcel shown on Deed Book 7572, Page 534, said point lying on a tangent curve to the right, having a radius of 1,571.50', a chord bearing of N59°05'30"E and a chord length of 10.16', run along the arc of said curve and said right-of-way a distance of 10.16' to a point lying on a tangent curve to the right, having a radius of 1,603.29', a chord bearing of N56°46'53"E and a chord length of 118.78', said point being the POINT OF BEGINNING, thence run along the arc of said curve and said right-of-way a distance of 118.80' to a point lying on a tangent curve to the right, having a radius of 1,603.29, a chord bearing of N54°53'39"E and a chord length of 13.36', thence run along the arc of said curve a distance of 13.36' to a point, thence N62°17'22"E a distance of 7.19' to a point, thence N62°17'02"E a distance of 36.39' to a point, thence N51°59'17"E a distance of 82.70' to a point lying on a tangent curve to the right, having a radius of 141.00', a chord bearing of N85°48'13"E and a chord length of 156.94', thence run along the arc of said curve a distance of 166.43' to a point, thence S60°22'52"E a distance of 235.87' to a point, thence S57°07'48"E a distance of 22.80' to a point, thence S32°52'12"W a distance of 15.57' to a point, thence N66°35'51"W a distance of 184.99, thence N58°34'35"W a distance of 134.20' to a point lying on a non-tangent curve to the left, having a radius of 124.00', a chord bearing of S78°20'16W and a chord length of 52.37', thence run along the arc of said curve a distance of 52.77' to a point, thence S33°52'42"W a distance of 146.25' to a point, thence S17°16'52"W a distance of 31.34' to a point, thence S69°03'11"W a distance of 32.83' to a point, thence N59°03'47"W a distance of 50.41' to a point, thence N88°23'19"W a distance of 68.72' to the POINT OF BEGINNING.

Said right of way is hereby conveyed, consisting in total of .146 acres, more or less, as shown on the plat of the property prepared by the City of Flowery Branch, which plat is attached hereto and made a part of this deed as Exhibit "B".

For the same consideration, Grantor hereby conveys to the City of Flowery Branch two permanent easements for the purpose of constructing, locating, maintaining, repairing, replacing and/or relocation slopes, fills, drainage facilities, pipes, utilities and related improvements.

Said drainage easements are hereby conveyed, consisting in total of .047. acres, more or less, as more particularly described on Exhibits "A" and "B" attached hereto.

For the same consideration, Grantor hereby conveys to the City of Flowery Branch a temporary construction easement for the duration of the time necessary to complete the said roundabout project.

Said temporary construction easement is hereby conveyed, consisting in total of .538 acres, more or less, as more particularly described on Exhibits "A" and "B" attached hereto.

Grantor does hereby covenant with the Grantee that it is the owner of record and is lawfully seized and possessed of the property above described, and it has a good and lawful right to convey said property, or any part thereof, and that the property is free from all encumbrances, and that the Grantor will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

Grantor further covenants that no buildings or permanent structures will be constructed upon, over, or across the easement described herein. Additionally, Grantor covenants that the improvements made by Grantee over, across, and in the easement will not be altered without the prior permission of the Grantee and that no alterations will be made that would impede access to the easement or the maintenance, repair, or replacement of the improvements or other work within the easement

TO HAVE AND TO HOLD, the said conveyed properties unto the Grantee, its successors and assigns for the period provided herein.

IN WITNESSETH WHEREOF, Grantors have hereunto set their hands and seal the day above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Blessing Traders, Inc. [Seal]

[Notary Seal]



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-003 Adopting the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

FY2025 Budget Approval

RECOMMENDATION:

Approval

SAMPLE MOTION:

I make a motion to approve Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- [FY2025 Budget Resolution Executive Summary.pdf](#)
- [Resolution 24-003 To Adopt FY2025 Annual Budget.pdf](#)
- [2024 Holiday Schedule Revised.pdf](#)
- [Master Fee Schedule FY2025.pdf](#)
- [FY2025 Proposed Budget.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

DATE: 06/20/2024

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: 06/20/2024

PURPOSE:

To adopt Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

HISTORY:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

FACTS AND ISSUES:

O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year. The FY2025 budget was prepared using a millage rate of 3.264.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution No. 24-003 To adopt the Fiscal Year 2025 Annual Budget for each fund, FY2025 Capital Plan, Master Fee Schedule for FY2025, authorized positions for FY2025, and update the holiday calendar of the City of Flowery Branch, Georgia: to appropriate the amounts shown in each budget as expenditures or expenses; to adopt the several items of revenue anticipations; to set the legal level of budgetary control; to prohibit expenditures or expenses from exceeding the actual funding available; to prohibit expenditures or expenses beyond the fiscal year for which they were appropriated; to provide for an effective date.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-003

TO ADOPT THE FISCAL YEAR 2025 ANNUAL BUDGET FOR EACH FUND, FY2025 CAPITAL PLAN, MASTER FEE SCHEDULE FOR FY2025, AUTHORIZED POSITIONS, AND UPDATE THE HOLIDAY CALENDAR OF THE CITY OF FLOWERY BRANCH, GEORGIA; TO APPROPRIATE THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES OR EXPENSES; TO ADOPT THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS; TO SET THE LEGAL LEVEL OF BUDGETARY CONTROL; TO PROHIBIT EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE; TO PROHIBIT EXPENDITURES OR EXPENSES BEYOND THE FISCAL YEAR FOR WHICH THEY WERE APPROPRIATED; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Flowery Branch; and

WHEREAS, O.C.G.A. § 36-81-3(b)(1) requires the City of Flowery Branch to adopt and operate under an annual balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the proposed Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 effective from July 1, 2024 to June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch have reviewed the updated Holiday Calendar for 2024, effective from July 1, 2024 to December 31, 2024; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed budget as the Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 effective from July 1, 2024 to June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Flowery Branch desire to adopt said proposed updated Holiday Calendar for 2024, effective from July 1, 2024 to December 31, 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2025 Annual Budget, Fiscal Year 2025 Capital plan, Authorized Positions for FY2025, Master Fee Schedule for FY2025 and the updated 2024 Holiday Calendar, attached hereto and incorporated by reference as if fully set forth herein, is hereby adopted as the Budget, Capital Plan, Authorized Positions for

FY2025, Master Fee Schedule for the City of Flowery Branch, Georgia for the Fiscal Year 2025, which begins on July 1, 2024 and ends on June 30, 2025 and the updated 2024 Holiday Calendar for the City of Flowery Branch effective July 1,2024 and ends December 31,2024.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the “legal level of control” as defined by O.C.G.A. § 36-81-2(14) is set at the department level, meaning that the City Manager in her capacity as Budget Officer is authorized to move appropriations from one line item to another within a department.

Section 4. That under no circumstances shall expenditures or expenses exceed the amount appropriated without a further Budget amendment approved by the Mayor and Council.

Section 5. That all appropriations shall lapse at the end of the fiscal year.

Section 6. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

SO RESOLVED this 20th day of June, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney



CITY OF FLOWERY BRANCH

2024 HOLIDAY SCHEDULE

**Revised Schedule to Add Veterans Day*

January 1, 2024 (Monday)	New Year's Day
January 15, 2024 (Monday)	Marth Luther King Day
March 29, 2024 (Friday)	Good Friday
May 27, 2024 (Monday)	Memorial Day
July 4, 2024 (Thursday)	Independence Day
September 2, 2024 (Monday)	Labor Day
November 11, 2024 (Monday)	Veterans Day
November 28, 2024 (Thursday)	Thanksgiving Day
November 29, 2024 (Friday)	Day after Thanksgiving
December 24, 2024 (Tuesday)	Christmas Eve
December 25, 2024 (Wednesday)	Christmas Day

City of Flowery Branch Master Fee Schedule

Department	Item	Fee	Comments
Admin (City Clerk)	Open Records Request (Not Police Rec	Varies	>15 mins = Free; <15 mins = prorated hourly salary of lowest paid full-time employee who has necessary skill and training to perform the request; \$0.10 per page
Department	Item	Fee	Comments
Municipal Court	Background Check	\$20.00	
Municipal Court	Open Records Request	Varies	>15 mins = Free; <15 minutes = \$0.10 per page, \$15.00 per DVD
Municipal Court	Certify a Document	\$5.00	
Municipal Court	Report Request	\$5.00	
Municipal Court	Discovery Reports	\$5.00	
Municipal Court	Discovery Videos	\$15.00	
Municipal Court	Record Restrictions	\$50.00	
Municipal Court	Alcohol License	\$25.00	
Municipal Court	Fingerprinting	\$50.00	
Municipal Court	Notary Fee (Out of Jurisdiction)	\$2.00	

Department	Item	Fee	Comments
Tourism	Depot Rental (1/2 day)	\$400.00	\$500 refundable deposit
Tourism	Depot Rental (full day)	\$650.00	\$500 refundable deposit
Tourism	Community Room Rental (1/2 day)	\$0.00	No longer doing 1/2 day
Tourism	Community Room Rental (full day)	\$1,200.00	\$500 refundable deposit
Tourism	Market Pavilion Rentals	\$1,500.00	\$500 refundable deposit
Tourism	Amphitheater	\$800.00	\$500 refundable deposit
Tourism	Linen Rental	\$15.00	each
Tourism	Off Duty Officer for events	\$45.00	per hour
Tourism	Vendor Fee - Farmers Market - Summe	\$125.00	
Tourism	Vendor Fee - Farmers Market - Fall/Wi	\$100.00	
Tourism	Special Events Permit	\$100.00	

Department	Item	Fee	Comments
Utility Billing	Water and Wastewater Deposit	\$120.00	Goes towards final bill
Utility Billing	Water OR Wastewater Deposit	\$65.00	Goes towards final bill
Utility Billing	Admin Fee (when service starts)	\$60.00	
Utility Billing	Late Fee	10%	Applied once a month on 21st
Utility Billing	Connection Fee	\$30.00	
Utility Billing	Cut Off Fee (for non payment)	\$60.00	1st of the month of disconnection
Utility Billing	Disconnect Fee (at customer request)	\$30.00	
Utility Billing	Tampering Fee	\$50.00	When meter has been tampered with
Utility Billing	Account Service Fee	\$2.57	Added to each month's bill
Utility Billing	FOG Manifest & Discharge	Varies	Based on pounds per day over limits
Utility Billing	FOG (Fats, Oils, Grease) Trap	\$15.00	Each month on the 20th
Utility Billing	Returned Check Fee	\$30.00	
Utility Billing	Meter Box	\$19.25	
Utility Billing	Meter Lid	\$25.50	With meter purchase or replacement

Department	Fee Type	Total Fee	Formula	S&I Inspection Fee	Building Inspection Fee	Review Fee	Hall County Impact Fee
Planning	Accessory Structure	\$100.00	Flat		\$50.00	\$50.00	
Planning	Administrative Fee	\$25.00					
Planning	Administrative Variance	\$200.00	Flat				
Planning	Annexation	\$500.00	Flat				
Planning	Appeal of Decision	\$500.00	Flat				
Planning	Business License Fee	Based on Employee					
Planning	Business License Late Fee	1.5 % penalty a month					
Planning	Commercial Building Permit	6,000 + impact fees		\$2,500.00	\$2,500.00	\$1,000.00	Based on use and square footage
Planning	Comprehensive Plan Amendment	\$500.00	Flat				
Planning	Conditional Use	\$1,000.00	Flat				
Planning	Deferred Occupational Tax	Based on Employee					
Planning	Demolition	\$75.00	Flat				
Planning	Design Guideline /Architectural Review	\$500.00	Flat			\$500.00	
Planning	Electrical Permit	\$50.00	Flat			\$50.00	
Planning	Fence	\$50.00	Flat			\$50.00	
Planning	Film Permit	\$1,000.00	Flat			\$300.00	
Planning	Financial Institution Fee	0.25 percent of gross receipts					
Planning	Food Truck	\$50.00	Flat			\$50.00	
Planning	Full Development Permit		\$300/disturbed acre + Review + S&E	\$5,000.00		\$200.00	
Planning	Full Development Permit Review	\$5,000.00	Flat			\$5,000.00	
Planning	Landscape Plan	\$200.00	Flat			\$200.00	
Planning	Lesser Development Permit		\$200/disturbed acre+ Review + S&E	\$5,000.00		\$200.00	
Planning	Lesser Land Disturbance Review	\$2,000.00	Flat			\$2,000.00	
Planning	Mechanical Permit	\$50.00	Flat			\$50.00	
Planning	Monument Sign	\$500.00	Flat			\$250.00	
Planning	Parking Lot Design	\$200.00	Flat			\$200.00	
Planning	Plat	\$1,000.00	Flat			\$1,000.00	
Planning	Plat Re-Review	\$500.00	Flat			\$500.00	
Planning	Plumbing Permit	\$50.00	Flat			\$50.00	
Planning	Pool Permit	\$100.00	Flat		\$50.00	\$50.00	
Planning	Postage Fee	\$1.25	Flat				
Planning	Professional License Fee	based on emp	or \$300.00 per practitioner				
Planning	PTV	\$20.00	Flat				
Planning	Residential Addition		1/1000 + Review Fee			\$200.00	
Planning	Residential Building Permit	5,000 + impact fees		\$2,000.00	\$2,000.00	\$1,000.00	\$1,241.93
Planning	Residential Deck	\$100.00	Flat			\$100.00	
Planning	Retaining Wall +	\$500.00	Flat			\$100.00	
Planning	Rezoning	\$1,000.00	Flat				
Planning	ROW/Delivery	\$50.00	Flat				
Planning	Temporary Sign	\$50.00	Flat			\$50.00	

Planning	Variance	\$500.00	Flat				
Planning	Wall Sign	\$200.00	Flat			\$100.00	
Planning	Yard Sale	\$25.00	Flat			\$25.00	
Planning	Zoning Code Amendment	\$1,000.00	Flat				
Planning	Zoning Verification Letter	\$75.00	Flat + RFP Form				

Sewer Tap Fees						
Water Meter Size (in inches)	Meter Set Fee	Water System Development Charge	Water SDC Admin Fee	Wastewater System Development Charge	Wastewater SDC Admin Fee	Total Capacity Related
Multiunit Master Meter with Sub-Meters	See below for Master Meter Size	\$773	\$50	\$3,186	\$50	\$4,059
¾”	At Cost	\$1,104	\$50	\$4,551	\$50	\$5,755
1”	At Cost	\$2,760	\$100	\$11,378	\$100	\$14,338
1 1/2”	At Cost	\$5,520	\$100	\$22,755	\$100	\$28,475
2”	At Cost	\$8,832	\$100	\$36,408	\$100	\$45,440
3”	At Cost	\$17,664	\$100	\$72,816	\$100	\$90,680
4”	Developer Installed	\$27,600	\$100	\$113,775	\$100	\$141,575
6”	Developer Installed	\$55,200	\$100	\$227,550	\$100	\$282,950
8”	Developer Installed	\$88,320	\$100	\$364,080	\$100	\$452,600

PROJECTED REVENUES AND OTHER SOURCES
GENERAL FUND SUMMARY

REVENUE SOURCE	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% CHANGE
Millage Rate	3.264	3.264	3.264	
Current Real & Personal	\$ 2,134,881	\$ 2,838,592	\$ 3,018,764	6.3%
Mobile Home Tax	1,465	500	500	0.0%
Motor Vehicle	8,753	7,500	7,500	0.0%
Total Current Taxes	2,145,099	2,846,592	3,026,764	6.3%
Penalties & Interest	1,597	1,000	2,500	150.0%
Total Property Taxes	2,146,696	2,847,592	3,029,264	6.4%
Title Ad Valorem Tax	583,793	475,000	580,000	22.1%
Alternative Ad Valorem Tax	7,076	5,000	5,000	0.0%
Intangible Tax	26,043	25,000	18,000	-28.0%
Railroad Equipment Tax	473	500	500	0.0%
Street Light Tax	9,110	9,110	9,110	0.0%
Real Estate Transfer Tax	21,272	10,000	14,000	40.0%
Franchise Fees	659,716	640,000	627,000	-2.0%
Local Option Sales Tax	2,392,395	1,680,000	2,403,687	43.1%
Alcoholic Beverage Taxes	368,908	337,250	320,000	-5.1%
Occupational Tax	86,089	40,000	45,000	12.5%
Insurance Premium Tax	831,227	707,000	833,000	17.8%
Financial Institution Tax	23,230	23,000	23,000	0.0%
Payment in lieu of City Taxes	603	-	603	N/A
Total Other Taxes	5,009,935	3,951,860	4,878,900	23.5%
Fines, Fees, and Forfeitures	433,651	417,650	517,650	23.9%
Permits and Zoning Fees	255,049	227,800	302,600	32.8%
Alcohol Licenses & Fees	83,320	79,000	89,000	12.7%
Other Fees and Licenses	19,416	26,100	29,100	11.5%
Interest	43,070	142,000	160,000	12.7%
Intergovernmental Revenue	1,403	20,000	-	-100.0%
Rent - Tourism	59,595	84,000	49,500	-41.1%
Lease Revenue	52,767	-	-	N/A
Miscellaneous	26,333	42,720	42,720	0.0%
Charges for Services - Indirect Cost Allocat	-	789,679	812,759	2.9%
				N/A
Total Other	974,605	1,828,949	2,003,329	9.5%
Total Operating Revenues	8,131,235	8,628,401	9,911,493	14.9%
Other Financing Sources				
Transfers from Other Funds	147,272	125,000	70,000	-44.0%
Sale of General Fixed Assets	-	500	-	-100.0%
Budgeted Fund Balance	-	-	-	N/A
Total Other Financing Sources	147,272	125,500	70,000	-44.2%
Total Revenues & Other Sources	\$ 8,278,507	\$ 8,753,901	\$ 9,981,493	14.0%

SUMMARY OF EXPENDITURES & OTHER USES

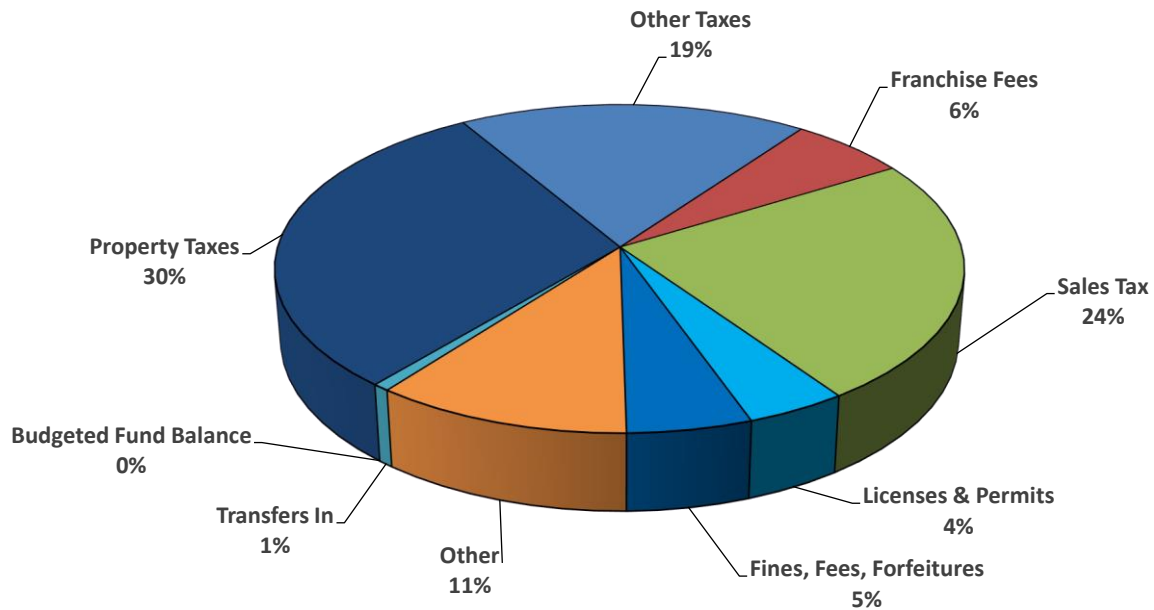
GENERAL FUND SUMMARY

	FY2023	FY2024	FY2025	%
DEPARTMENTAL EXPENDITURES	ACTUAL	REVISED BUDGET	BUDGET	CHANGE
Mayor & Council	\$ 64,838	\$ 81,857	\$ 83,507	2.0%
City Clerk	76,719	172,746	204,021	18.1%
City Manager	98,978	249,046	247,677	-0.5%
Financial Services	565,136	857,857	905,233	5.5%
Human Resources	-	-	24,550	N/A
Public Lands & Buildings	191,418	217,360	286,300	31.7%
Municipal Court	201,248	241,258	285,922	18.5%
Police	2,079,341	2,703,489	2,875,785	6.4%
Highways & Street Administration	565,308	1,311,196	1,326,315	1.2%
Planning & Community Development	899,566	1,048,665	1,119,175	6.7%
Tourism	348,674	502,273	690,425	37.5%
Agency Allocations - Other	37,473	42,500	52,607	23.8%
Risk Management	106,200	212,000	310,000	46.2%
Contingency	-	254,849	336,461	32.0%
Departmental Expenditures	5,234,897	7,895,096	8,747,978	10.8%
Other Uses:				
TRANSFERS TO:				
Tax Allocation District	-	-	-	N/A
Hotel/Motel Fund	-	-	-	N/A
Employee Benefits Fund	-	-	-	N/A
	-	-	-	N/A
Total Other Transfers	-	-	-	N/A
CAPITAL TRANSFERS TO:				
Capital Project Funds	850,000	858,805	1,233,515	43.6%
				N/A
Total Other Uses	850,000	858,805	1,233,515	43.6%
Total Expenditures & Other Uses	6,084,897	8,753,901	9,981,493	14.0%
Revenues Over / (Under) Expenditures	\$ 2,193,610	\$ -	\$ -	N/A

GENERAL FUND REVENUES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Property Taxes	\$ 2,146,696	\$ 2,847,592	\$ 3,029,264	30.3%
Other Taxes	1,957,824	1,631,860	1,848,213	18.5%
Franchise Fees	659,716	640,000	627,000	6.3%
Sales Tax	2,392,395	1,680,000	2,403,687	24.1%
Licenses & Permits	357,785	332,900	420,700	4.2%
Fines, Fees, Forfeitures	433,651	417,650	517,650	5.2%
Other	183,168	1,078,899	1,064,979	10.7%
Transfers In	147,272	125,000	70,000	0.7%
Budgeted Fund Balance	-	-	-	0.0%
Total General Fund	<u>\$ 8,278,508</u>	<u>\$ 8,753,901</u>	<u>\$ 9,981,493</u>	<u>100.0%</u>

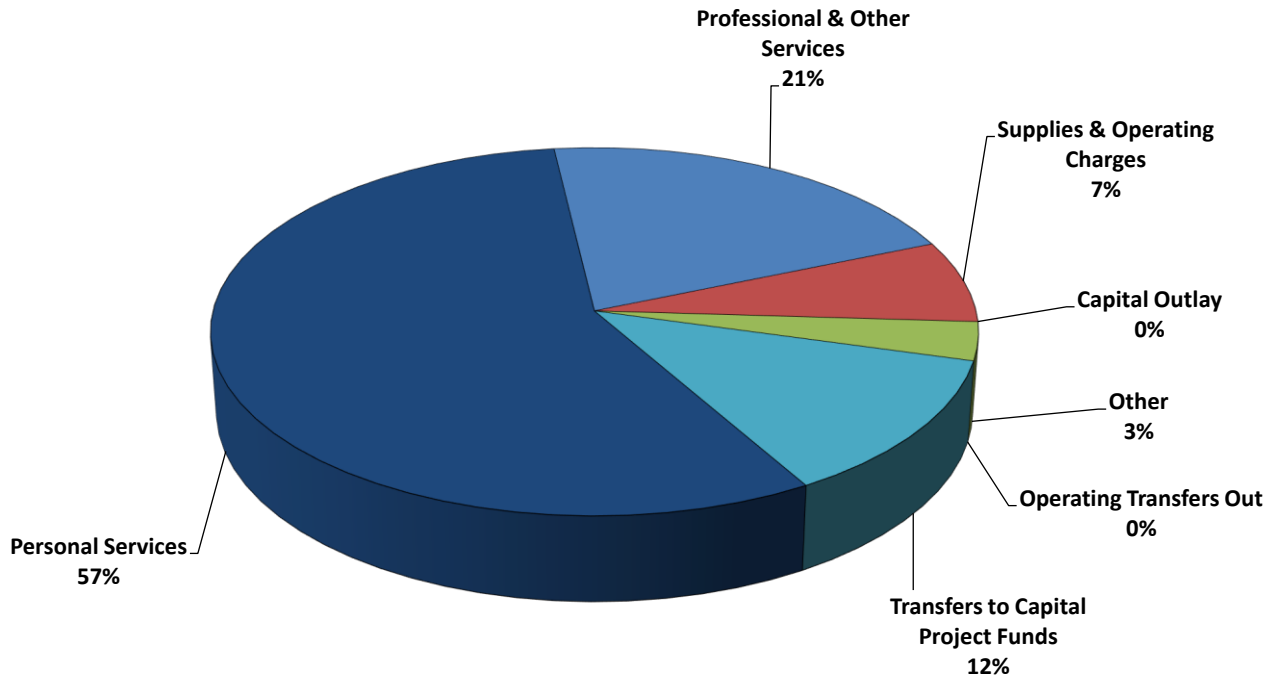
GENERAL FUND REVENUES BY CATEGORY



GENERAL FUND EXPENDITURES BY CATEGORY

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
Personal Services	\$ 3,341,892	\$ 5,300,751	\$ 5,634,880	56.5%
Professional & Other Services	1,312,814	1,691,666	2,056,280	20.6%
Supplies & Operating Charges	580,192	640,330	720,357	7.2%
Capital Outlay	-	7,500	-	0.0%
Other	-	254,849	336,461	3.4%
Operating Transfers Out	-	-	-	0.0%
Transfers to Capital Project Funds	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

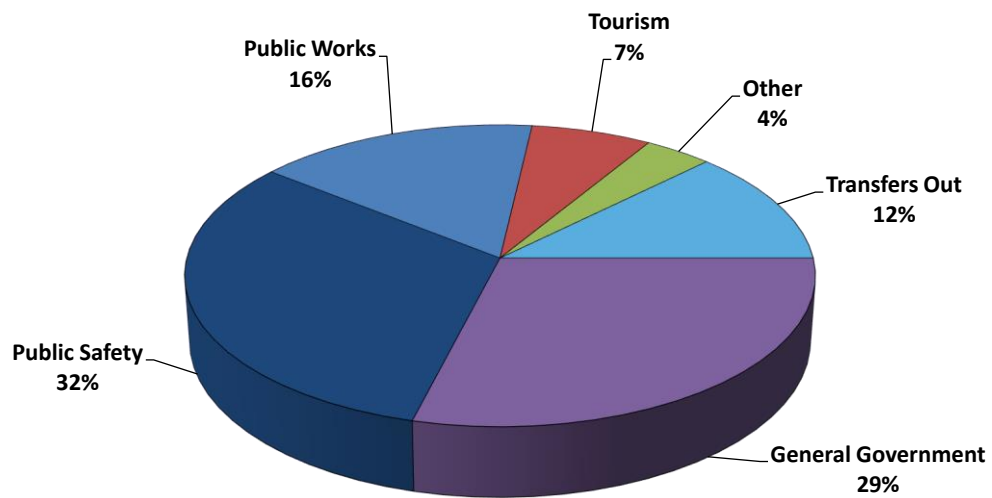
GENERAL FUND EXPENDITURES BY CATEGORY



GENERAL FUND EXPENDITURES BY SERVICE GROUP

	FY2023 ACTUAL	FY2024 REVISED BUDGET	FY2025 BUDGET	% OF TOTAL
General Government	\$ 1,811,436	\$ 2,622,171	\$ 2,894,162	29.0%
Public Safety	2,280,589	2,944,747	3,161,707	31.7%
Public Works	756,726	1,528,556	1,612,615	16.2%
Tourism	348,674	502,273	690,425	6.9%
Other	37,473	297,349	389,068	3.9%
Transfers Out	850,000	858,805	1,233,515	12.4%
Total General Fund	\$ 6,084,897	\$ 8,753,901	\$ 9,981,493	100.0%

GENERAL FUND EXPENDITURES BY SERVICE GROUP



MAYOR AND COUNCIL

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Mayor and five Council Members represent the governing body of the City of Flowery Branch. Each member of the governing body is elected by the voters of the city at-large. The members of the governing body are elected via nonpartisan elections to serve four year terms which are staggered.	Funding Source: General Fund	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
	Personal Services	50,811	53,287	53,287
	Professional & Other Services	13,255	25,220	26,220
	Supplies & Operating Charges	773	3,350	4,000
	Capital Outlay	-	-	-
		\$ 64,838	\$ 81,857	\$ 83,507

MISSION STATEMENT:

To establish policy direction and execute legislative decision making for the City of Flowery Branch.

GOALS & OBJECTIVES:

1. Economic Development

- * Generate more business & attract new businesses in downtown area.
- * Update the Unified Development Code.
- * Begin Downtown Development Phase II.

2. Financial Stability

- * Further diversify the City's revenue streams.

3. Internal Operations

- * Enhance employee compensation and benefits.
- * Hire needed additional staff members.

4. Infrastructure Improvements

- * Continue updating the City's roadways and pedestrian pathways.
- * Continue updating the City's water and sewer infrastructure.

5. Public Safety

- * Attract and retain highly qualified police personnel.
- * Ensure the police response is in an efficient and effective manner.

PERFORMANCE MEASURES:

MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
New Business	ED	N/A	N/A	2	3	3	3
Investment & Interest Revenue	FS	\$ 17,782	\$ 10,271	\$ 192,605	\$ 241,929	\$ 700,000	\$ 750,000
Authorized Positions	IO	44	51	59	65	65	68
\$ Spent on Infrastructure Improvements	II	N/A	\$ 3,674,955	\$ 7,417,269	\$ 1,004,421	\$ 14,500,000	\$ 28,927,298

CITY CLERK

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Clerk works with members of the Council and other departments to execute the agenda. The City Clerk's responsibilities include recording minutes of council meetings and maintaining all municipal documents. The City Clerk must also prepare meeting agendas that report on current issues facing our community, record data and ensure that documents are stored, filed and maintained correctly. Prepare and maintain official reports, legal documents, financial records and reference material. A City Clerk works directly with the Mayor, City Council and various Directors of all city administration departments. <i>*FY2024 Salary Increase to salary allocation changes.</i>	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	55,526	131,451	118,751
	Professional & Other Services	16,778	34,595	81,020
	Supplies & Operating Charges	4,415	6,700	4,250
	Capital Outlay	-	-	-
		\$ 76,719	\$ 172,746	\$ 204,021

MISSION STATEMENT:
The office of the City Clerk's mission is to bridge the gap between the public and government by providing service that exceeds the public's expectations and is based on a foundation of integrity and excellence.

GOALS & OBJECTIVES:
1. <u>Maintain excellence in records management.</u> * Research and implement technology to increase transparency in records management. * Utilize the new Assistant City Clerk to increase efficiencies in records retention. * Create a disaster recovery plan. 2. <u>Increase knowledge of City operations.</u> * Continue the education process of the Master Municipal Clerk program. * Obtain the Certified City Clerk certificate for the Assistant City Clerk. 3. <u>Ensure city meetings are run in an efficient and effective manner.</u> * Hold biweekly meetings with city staff to ensure agendas are posted as requested by the Mayor.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Average days agenda posted prior to meeting	IO	N/A	N/A	4.75	5.5	7	7
Average # of records scanned monthly	IO	65	10	40	50	50	50
# of certifications maintained	IO	N/A	N/A	2	3	3	4

CITY MANAGER OFFICE

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The City Manager's Office is responsible for implementation of the City Council's policy decisions and direction, leadership and direction of department heads and other staff, as well as working with Council and staff to develop action plans and programs to support the City's mission, values and priorities while serving our great community. <i>*FY2024 Salary Increase to salary allocation changes and new position.</i>	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	88,270	193,842	200,845
	Professional & Other Services	10,439	48,204	41,832
	Supplies & Operating Charges	268	7,000	5,000
	Capital Outlay	-	-	-
		\$ 98,978	\$ 249,046	\$ 247,677

MISSION STATEMENT:
The mission of the City Manager's Office is to provide excellence in assisting the City Council establish community goals and policies and providing leadership and direction in the administration of all City departments and services.

GOALS & OBJECTIVES:
1 <u>Ensure the City is fiscally responsible.</u> * Submit a balanced budget to council. * Present a five-year capital plan to council. 2 <u>Ensure the city is transparent to the community.</u> * Keep the council informed on all city operations * Keep the community informed of progress on all capital projects. 5 <u>Ensure Flowery Branch is a safe community to live, work and play.</u> * Create a city-wide safety program.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Balance budget submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
Five-year Capital Plan submitted to Council	FS	N/A	N/A	Yes	Yes	Yes	Yes
# of Updates submitted (at least 3 per month)	IO	N/A	N/A	48	24	36	36
Hold quarterly CIP meetings for updates	IO	N/A	N/A	4	2	4	4
# of ClearGov Transparency portal updates	IO	N/A	N/A	5	5	12	12

FINANCIAL SERVICES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The General Administration Department is accountable for financial activity, including reporting, investments, purchasing, budget, revenue collections, grant application and tracking, capital project tracking, payroll, and capital asset tracking. * FY2024 increase due to salary allocation changes.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	379,196	593,537	606,493
	Professional & Other Services	159,315	237,220	279,190
	Supplies & Operating Charges	26,625	27,100	19,550
	Capital Outlay	-	-	-
		\$ 565,136	\$ 857,857	\$ 905,233

MISSION STATEMENT:
To protect and improve the financial health of the City and teach, encourage, and assure good stewardship of City resources.

GOALS & OBJECTIVES:
1. <u>Protect and improve the financial resources of the City.</u> * Maximize investment earnings. * Update financial reporting. * Increase financial transparency through the ClearGov web portal. 2. <u>Assure continued compliance with laws and regulations.</u> * Work with auditor to implement necessary GASB Statements. * Continue training in the state purchasing guidelines. 3. <u>Utilize technology to improve efficiencies and decrease costs.</u> * Research and implement alternative ways to collect payments. * Continue to implement necessary modules in financial software.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Average Yield Earned	FS	N/A	N/A	N/A	5.25%	4%	4.50%
Govt. Finance Officers Assoc awards	IO	1	2	2	6	9	12
ClearGov Financial updates	IO	N/A	N/A	N/A	5	12	12
Credit Agency Bond Rating	IO	Aa2	Aa2	Aa2	Aa2	Aa2	Aa2

HUMAN RESOURCES DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Human Resources department is responsible for developing, coordinating, and implementing personnel policies ensuring legal compliance and implementation of the City's mission and talent strategy. This department manages personnel records, benefits administration, workers compensation, and recruitment efforts. Human Resources is responsible for payroll, onboarding and offboarding, as well as verifying compliance with state and federal laws such as FMLA, EEOC, ADA, FLSA, etc.	Funding Source: General Fund	FY2023	FY2024*	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	-	-	-
	Professional & Other Services	-	-	10,550
	Supplies & Operating Charges	-	-	14,000
	Capital Outlay	-	-	-
		\$ -	\$ -	\$ 24,550

MISSION STATEMENT:
To develop, implement, and support programs and processes that add value to the City of Flowery Branch and its employees while supporting our vision to deliver exemplary service and exhibiting our values.

GOALS & OBJECTIVES:
1. <u>Attract and Retain Highly Qualified Personnel</u> * Streamline the application and onboarding process. * Develop an employer brand for recruitment efforts. * Ensure job descriptions are accurate. 2. <u>Promote a healthy lifestyle in the home and workplace.</u> * Develop an Employee Wellness/Mental Health Program * Educate and empower employees with health education. * Raise awareness about the importance of mental health and promote help seeking behaviors. 3. <u>Invest in Ongoing Professional Development</u> * Obtain SHRM certification. * Obtain the Certified Retirement Plan Fiduciary designation through GAPPT Trustee School.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Time to Hire in days (Accepted Offer - Job Posted)	IO	N/A	N/A	N/A	N/A	N/A	30
Updated Job Descriptions	IO	N/A	N/A	N/A	N/A	N/A	25%
Healthy Living Lunch and Learns	IO	N/A	N/A	N/A	N/A	N/A	4
Participation in Healthy Living Events/Challenge	IO	N/A	N/A	N/A	N/A	N/A	2

GENERAL FUND
RISK MANAGEMENT
 BUDGET REQUEST AND JUSTIFICATION FORM

	FY2023 ACTUAL	FY2024 ADJ BUDGET	FY2025 BUDGET	% CHANGE
Operating:				
Personal Services	\$ -	\$ 100,000	\$ 125,000	25.0%
Professional & Other Services	105,078	111,000	180,000	62.2%
Supplies & Operating Charges	1,122	1,000	5,000	400.0%
Total Operating	<u>106,200</u>	<u>212,000</u>	<u>310,000</u>	46.2%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total Overall Expenditures	<u>\$ 106,200</u>	<u>\$ 212,000</u>	<u>\$ 310,000</u>	46.2%

Capital Outlay Breakdown

Total Capital Outlay	<u>\$ -</u>
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PUBLIC WORKS DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Public Works Department is comprised of 2 General Fund divisions: Public Lands and Buildings (PL&B) and Highways & Street Administration. PL&B ensures a safe, functional, comfortable, clean, attractive and pleasant environment in the buildings under its management. Highways & Street Administration is responsible for the repair and maintenance of all streets, sidewalks, storm drainage infrastructure, rights-of-way, and other related facilities located within the City of Flowery Branch. *FY2024 Salary Increase to salary allocation changes.	Funding Source: General Fund	FY2023 ACTUAL	FY2024* BUDGET	FY2025 BUDGET
	Personal Services	347,998	946,746	994,815
	Professional & Other Services	210,078	392,010	399,800
	Supplies & Operating Charges	198,650	189,800	218,000
	Capital Outlay	-	-	-
		\$ 756,726	\$ 1,528,556	\$ 1,612,615

MISSION STATEMENT:
Public Works is committed to providing high quality and responsive services and pleasant and safe conditions along our roads, sidewalks and other structures for our residents, business owners, and visitors to our City.

GOALS & OBJECTIVES:
1. <u>Improve stormwater drainage structures throughout the city.</u> * Maintain or replace cross drains. * Clean, mow, and excavate drainage structures and ditches throughout the city. 2. <u>Improve and maintain the city's pedestrian pathways.</u> * Inspect, cut and replace existing sidewalks. * Develop and implement sidewalk plan. 3. <u>Improve and maintain the city's streets.</u> * Raise existing manholes, that have been covered, to ensure accessibility. * Repair damaged streets to increase useful life. * Order and place/replace street signage.

PERFORMANCE MEASURES							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Cross Drains maintained or replaced	II	N/A	N/A	N/A	200	200	200
LF of pedestrian pathways repaired or added	II	N/A	N/A	N/A	0	100	100
# of manholes maintained	II	N/A	N/A	N/A	50	50	50
LF of streets repaired	II	N/A	N/A	N/A	0	4,000	4,000

MUNICIPAL COURT DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
Municipal Court is a misdemeanor court that has jurisdiction over city ordinance violations and state traffic offenses. Specific type cases handled by the court include routine traffic offenses; driving under the influence of alcohol, possession of marijuana less than an ounce, shoplifting less than \$500.00 and code enforcement violations. The Court also is responsible for entering case dispositions and forwarding entries to the Department of Drivers Services.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,929	159,568	166,832
	Professional & Other Services	55,939	56,290	79,090
	Supplies & Operating Charges	22,380	25,400	40,000
	Capital Outlay	-	-	-
		\$ 201,248	\$ 241,258	\$ 285,922

MISSION STATEMENT:
The mission of the Municipal Court is to assure the administrative efficiency of the court, to protect the court's ethical integrity, and help maintain public confidence in the court's fairness in dispensing justice impartially.

GOALS & OBJECTIVES:
1. <u>Enhance communications regarding court proceedings.</u> * Explore and implement a process to allow mass communication notifications for defendants to receive court information.
2. <u>Improve access to reports, open records, etc.</u> * Explore and implement online access to reports, open records, etc. * Find a software editing company that would allow us to redact videos for open records.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of notifications issued	IO	N/A	N/A	N/A	0	5	5
# of in-person open record requests	IO	N/A	N/A	N/A	50	400	400
# of online open record requests	IO	N/A	N/A	N/A	150.00	100	100

POLICE DEPARTMENT

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Flowery Branch Police Department provide the City of Flowery Branch with emergency and non-emergency service 24 hours a day to more than 10,000 city residents. Our jurisdiction covers the City of Flowery Branch and includes houses, apartment complexes, businesses, industrial parks, recreational facilities, schools, churches and numerous shopping centers. The City of Flowery Branch Police department is made up of Police Administration and the Patrol division.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	1,758,170	2,336,330	2,452,978
	Professional & Other Services	187,280	189,979	248,850
	Supplies & Operating Charges	133,891	177,180	173,957
	Capital Outlay	-	-	-
		\$ 2,079,341	\$ 2,703,489	\$ 2,875,785

MISSION STATEMENT:
We vow to protect and serve the City of Flowery Branch through dedication, professionalism, and community-oriented policing by using active cooperation as well as effective, proven standards of excellence with a positive, progressive attitude.

GOALS & OBJECTIVES:
<u>1. Ensure that the police response is in an efficient and in an effective manner.</u> * Reduce response time for calls for service. <u>2. Reduce crime and accidents in the City of Flowery Branch</u> * Create the S.P.E.A.R. Program (Specialized Proactive Enforcement and Response Unit). * Explore and implement a drone program. * Develop a Safety program for the schools and community. <u>3. Attract and retain highly qualified police personnel.</u> * Develop a recruitment and retention plan * Explore additional pay incentives and benefits.

PERFORMANCE MEASURES:							
MEASURES	Strategic Priority	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
# of Patrol officers	PS	15	18	21	25	25	25
Response time in minutes	PS	4:00	8:00	3:32	2:45	3:00	2:00
Call Volume	PS	3,983	4,463	4,762	2,300	4,500	4,500

Planning & Community Development

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Planning and Community Development department is responsible for working with the citizens of Flowery Branch, the development community and the elected officials, while managing current and long-range planning, land development, building constructions, and code compliance. The Department is responsible for current and future planning, zoning, building permits, site development, plan review, building and site inspections, as well as code enforcement.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	416,392	598,099	627,345
	Professional & Other Services	461,205	430,316	479,380
	Supplies & Operating Charges	21,969	12,750	12,450
	Capital Outlay	-	7,500	-
		\$ 899,566	\$ 1,048,665	\$ 1,119,175

MISSION STATEMENT:
To develop and implement creative community-based strategies to enhance economic opportunity, build strong neighborhoods, and ensure a dynamic framework for quality growth and development.

GOALS & OBJECTIVES:
1. <u>Promote a pedestrian friendly community.</u> * Develop a community sidewalk plan. 2. <u>Develop a high-quality, vibrant community.</u> * Update the Unified Development Code. * Downtown Development Phase II 3. <u>Keep Flowery Branch Beautiful.</u> * Remove blight through code enforcement. * Host community clean-ups.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023		FY2024	FY2025
Code Updates	ED	N/A	N/A	1	0	1	1
Community Clean-ups	ED	N/A	N/A	2	0	2	2
Code Enforcement contacts	ED	128	154	252	136	150	150
Downtown Development Funds	ED	\$ 16,573	\$ 112,272	\$ 1,364,138	\$ 352,777	\$ 400,000	\$ 400,000

Department of Fun

DEPARTMENT DESCRIPTION:	EXPENDITURE SUMMARY			
The Department of Fun is dedicated to ensure the City of Flowery Branch remains a quaint, vibrant community. We strive to provide the highest quality of service to our businesses, residents and visitors. We are devoted to creating and updating our website, event production and coordination, downtown development, community communication through social media and media relations. Our team partners with multiple departments through out the city.	Funding Source: General Fund	FY2023	FY2024	FY2025
		ACTUAL	BUDGET	BUDGET
	Personal Services	122,600	187,891	288,534
	Professional & Other Services	55,975	124,332	177,741
	Supplies & Operating Charges	170,099	190,050	224,150
	Capital Outlay	-	-	-
		\$ 348,674	\$ 502,273	\$ 690,425

MISSION STATEMENT:
The Department of Fun maintains relationships between the City of Flowery Branch and its citizens. Providing up to date information through our website, social media and providing events and downtown happenings to give family and friends an opportunity to create lasting memories.

GOALS & OBJECTIVES:
1. <u>Create Better Communication with Citizens and Main Street Businesses.</u> * Do quarterly inserts in water bills for what's happening downtown * Set up constant communication with surrounding subdivisions and communities around Flowery Branch * Have permanent signage on Main Street with events and what happening 2. <u>Increase tourism to the downtown area.</u> * Develop and implement a robust events calendar. * Promote and advertise more about downtown * Develop and implement a plan to connect the marina to downtown. 3. <u>Enrich the lives of our citizens and encourage community involvement.</u> * Create a citizens academy, to help support volunteer efforts at events. * Bring events to downtown that our citizens want to be a part of. * Develop and send a "What's Blooming" newsletter.

PERFORMANCE MEASURES:							
MEASURES	City Wide Strategic	ACTUAL			YTD thru 12/31	BUDGET	
		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
# of art pieces installed	ED	N/A	N/A	0	0	3	2
# of community events	ED	N/A	5	8	10	9	20
# of monthly newsletter	ED	N/A	N/A	0	0	12	12
# of Farmer's Markets	ED	N/A	38	31	18	36	34

AGENCY ALLOCATIONS

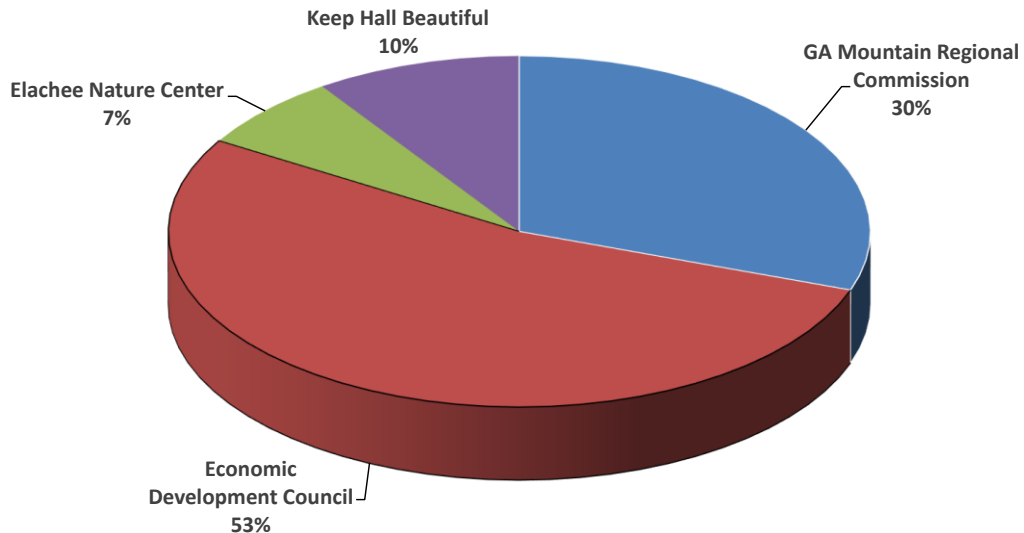
DEPARTMENT DESCRIPTION:

This Department's budget accounts for those funds requested by local Agencies for services they provide to the City.

Agency Allocations

	FY2023 Actual	FY2024 Budget	FY2025 Budget
General Fund:			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total General Fund Allocations	37,472.52	42,500.00	52,607.00
Water & Sewer			
GA Mountain Regional Commission	-	-	-
Economic Development Council	-	-	-
Elachee Nature Center	-	-	-
Keep Hall Beautiful	-	-	-
Total Water & Sewer Fund Allocations	-	-	-
Total Funding			
GA Mountain Regional Commission	12,472.52	14,500.00	16,000.00
Economic Development Council	25,000.00	28,000.00	28,000.00
Elachee Nature Center	-	-	3,607.00
Keep Hall Beautiful	-	-	5,000.00
Total Agency Allocations	\$ 37,472.52	\$ 42,500.00	\$ 52,607.00

Agency Allocations



Confiscated Assets Fund

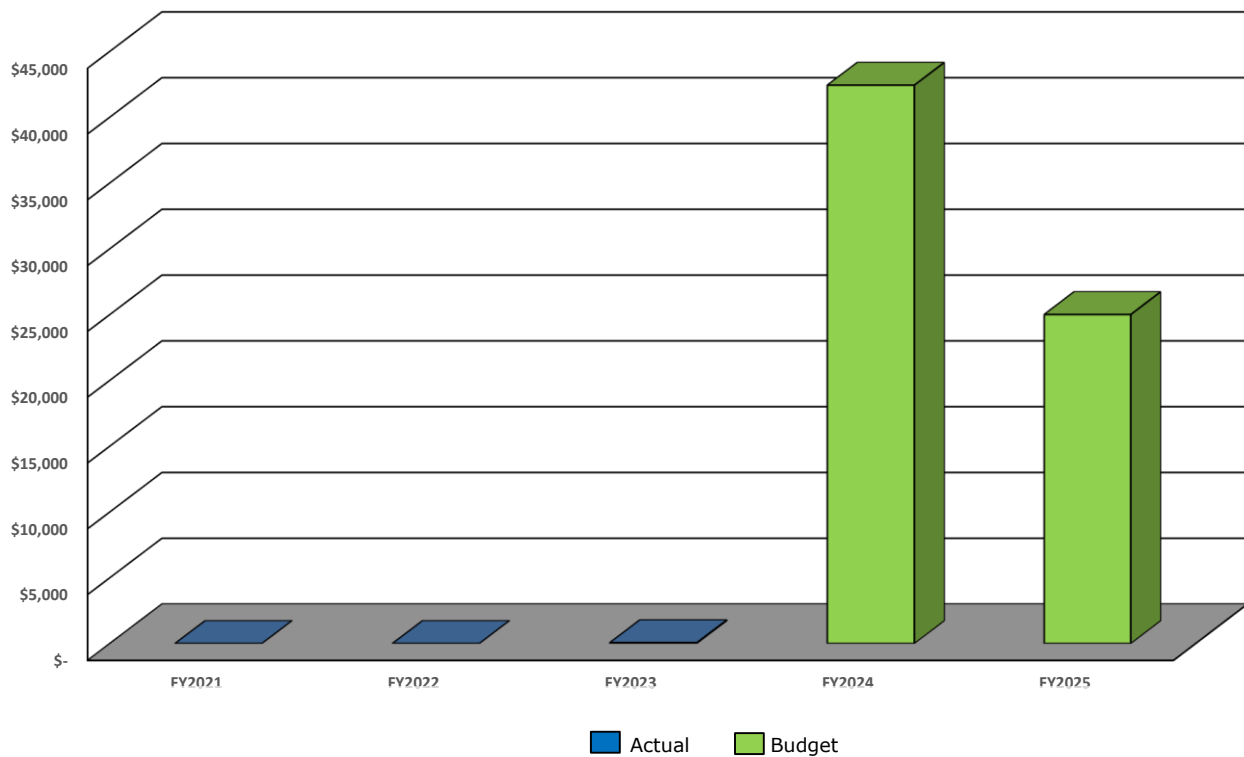
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Confiscated Assets Fund is used to account for certain asset seizures confiscated by the City Police Department

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Confiscations - State	\$ 507	\$ 12,254	\$ 25,000
Confiscations - Local	-	-	-
Confiscations - Federal	-	-	-
Budget Fund Balance	-	30,172	-
Total Revenue	507	42,426	25,000
Expenditures:			
Professional & Other Services	-	-	-
Supplies & Operating Charges	65	42,426	25,000
Capital Outlay	-	-	-
Total Expenditures	65	42,426	25,000
<i>Excess Revenues Over/(Under) Expenditures</i>	442	-	-

Confiscated Assets Fund Revenue



American Rescue Plan Fund

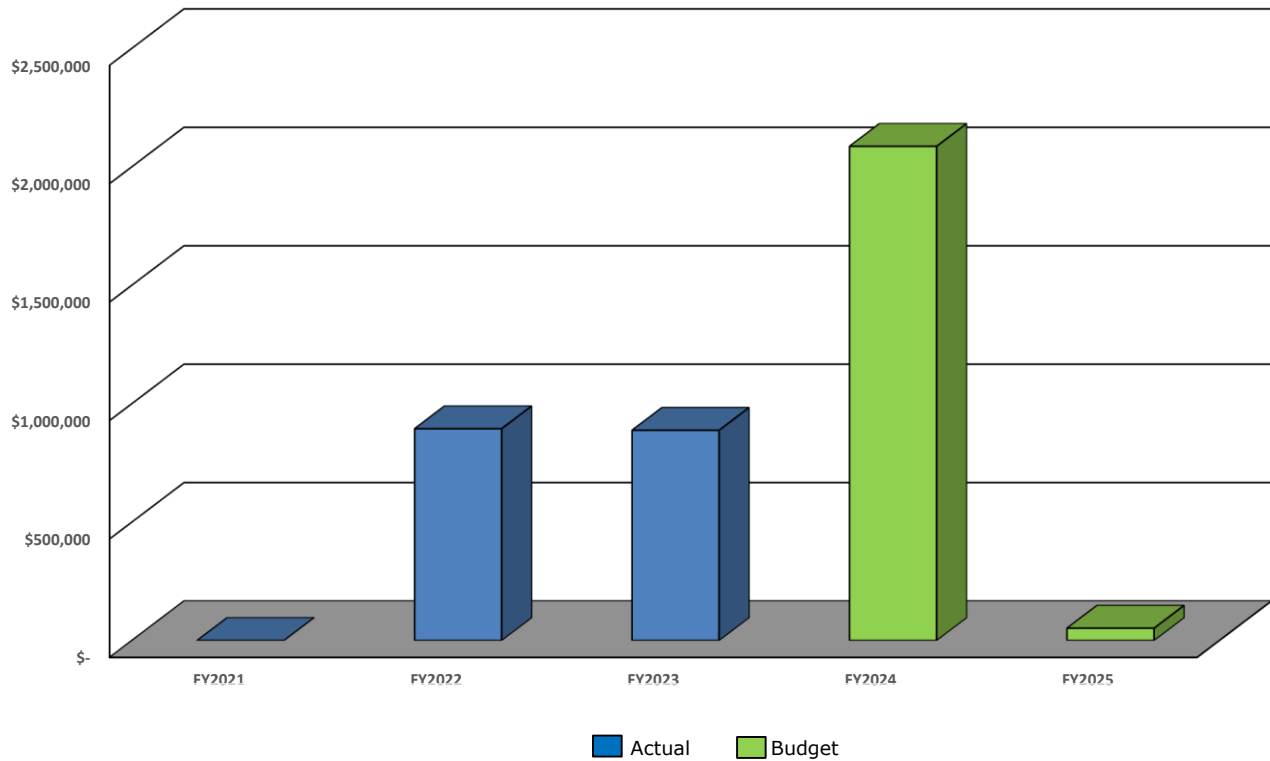
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The American Rescue Plan Fund is used to account for certain expenditures authorized under the American Rescue Plan Act.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
American Rescue Plan	\$ 887,585	\$ -	\$ -
Interest Revenue	6,510	30,000	2,000
Budget Fund Balance	-	2,056,253	50,000
Total Revenue	894,095	2,086,253	52,000
Expenditures:			
Capital Outlay	75,685	1,086,253	52,000
Transfers out	811,900	1,000,000	-
Total Expenditures	887,585	2,086,253	52,000
<i>Excess Revenues Over/(Under) Expenditures</i>	6,510	-	-

American Rescue Plan Revenue



Tax Allocation District

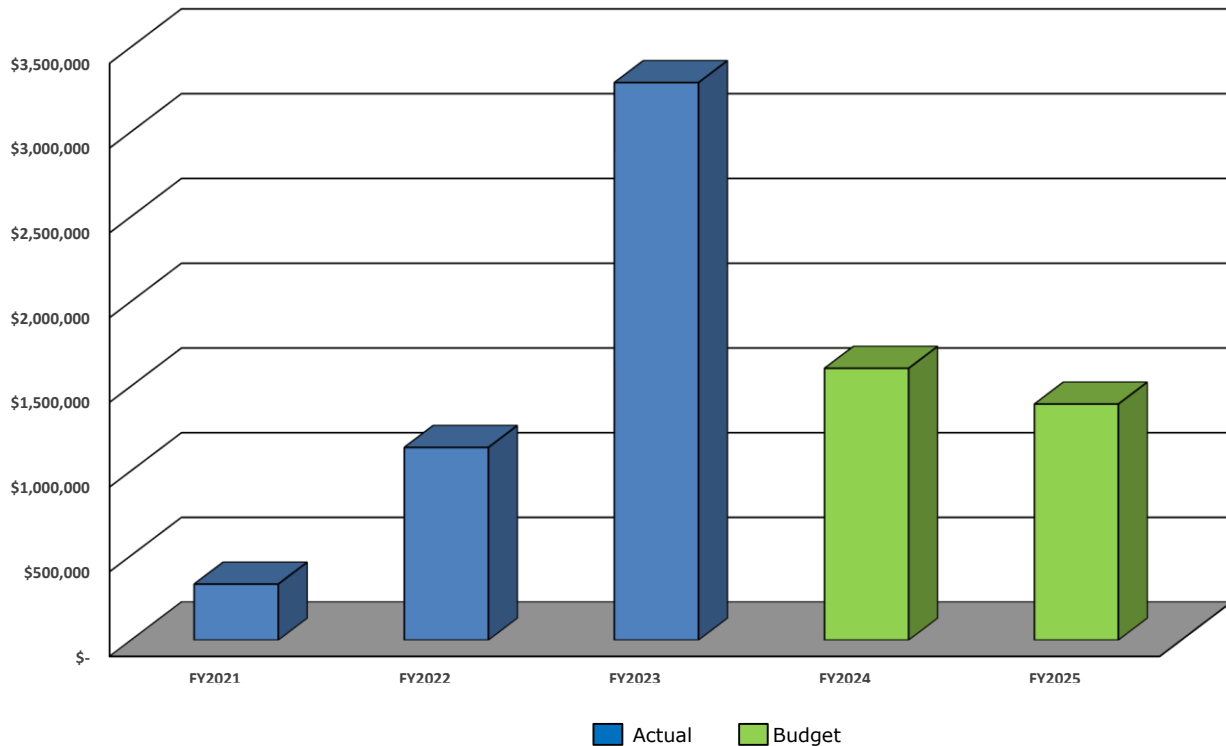
FUND DESCRIPTION:

This fund is a Special Revenue Fund. Funds of this type are used to account for the proceeds of specific revenue sources that are legally or donor restricted to expenditures for specific purposes. The Tax Allocation District is used to account for ad valorem property tax collections derived from the City's Tax Allocation District (Downtown) for the purpose of stimulating private development in this area.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
TAD revenue - Hall Co. Portion	\$ 506,174	\$ 569,700	\$ 600,000
TAD revenue - City Portion	398,974	550,000	637,438
Rental Income	22,825	101,923	116,341
Interest revenue	60,666	20,000	40,000
Transfers in	149,254	-	-
Budget Fund Balance	-	363,250	-
Total Revenue	1,137,893	1,604,873	1,393,779
Expenditures:			
Professional and Other Services	368,463	560,000	429,952
Capital Outlay	2,649,940	699,379	569,033
Debt Service	271,544	345,494	394,794
Transfers Out	-	-	-
Total Expenditures	3,289,947	1,604,873	1,393,779
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(2,152,054)</i>	<i>-</i>	<i>-</i>

Tax Allocation District Revenue



Information Technology Fund

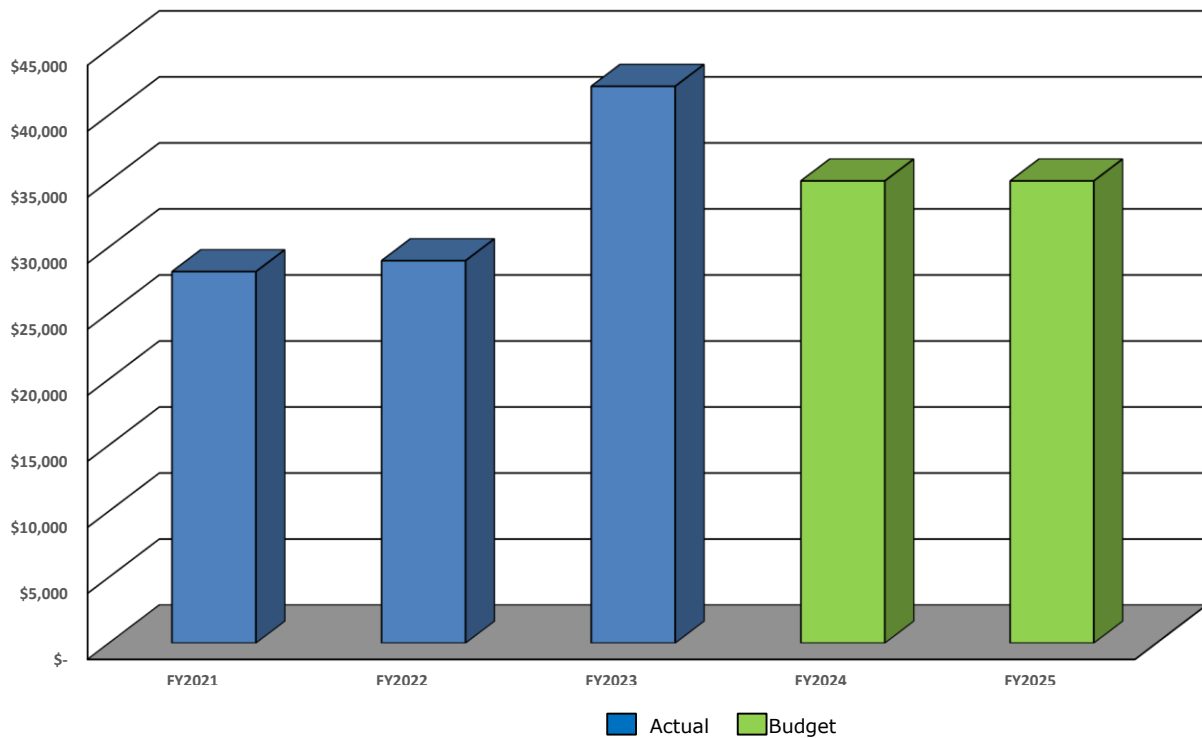
FUND DESCRIPTION:

This fund is used to account for an Information Technology fee derived from each citation issued by the City of Flowery Branch Police officers, for the purpose of improving functionality and efficiency through the use of enhance technology.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
Technology Fees	\$ 28,961	\$ 20,000	\$ 35,000
Interest Revenue	-	-	-
Transfer In	-	-	-
Budget Fund Balance	-	15,000	-
Total Revenue	28,961	35,000	35,000
Expenditures:			
Supplies and Operating Charges	42,167	35,000	35,000
Transfers Out	-	-	-
Capital Outlay	-	-	-
Total Expenditures	42,167	35,000	35,000
<i>Excess Revenues Over/(Under) Expenditures</i>	<i>(13,206)</i>	<i>-</i>	<i>-</i>

Information Technology Revenue



Hotel/Motel Tax Fund

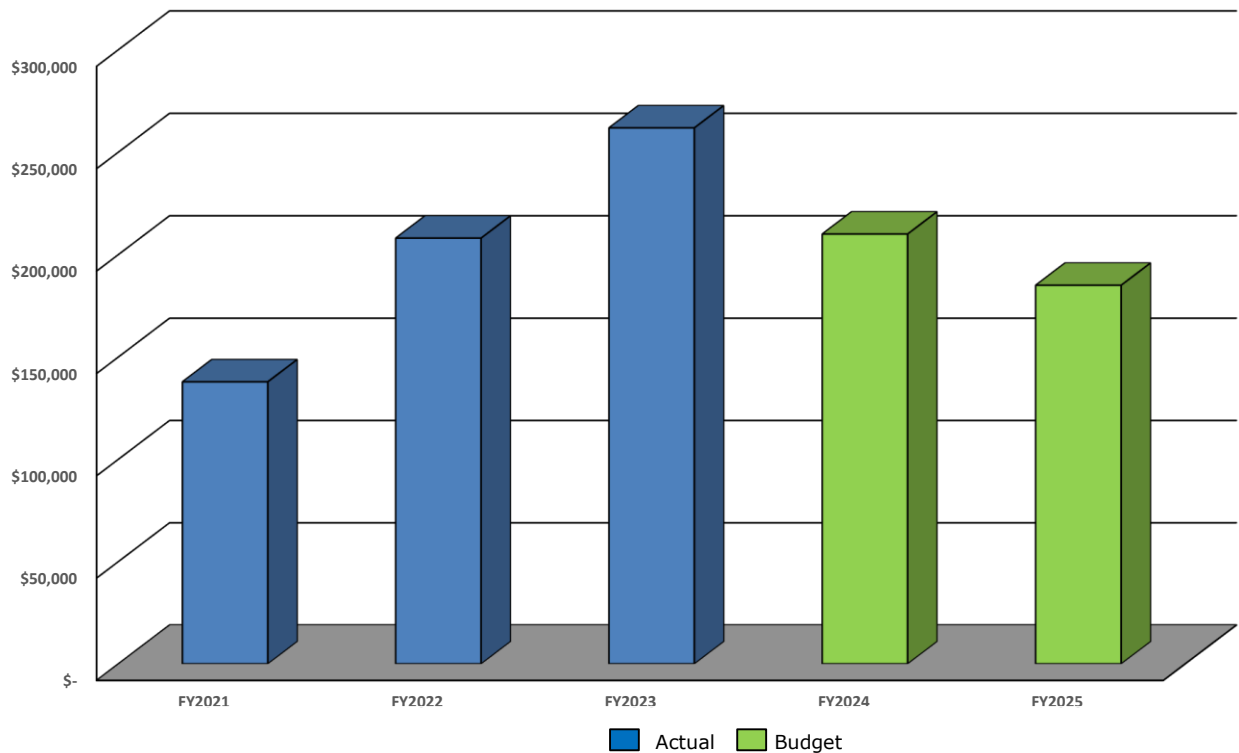
FUND DESCRIPTION:

Hotel/Motel Tax is a tax on room rentals at hotels, motels, Air BNB and VRBO located within the City. The tax was assessed at the rate of 5% for fiscal years before 2020 and was raised to 8% thereafter. The revenue assumption for the fiscal year budget presented here was projected by calculating the forecasted tax bas for the coming fiscal year and then assessing the base at the rate of 8%.

CONFISCATED ASSETS FUND SUMMARY

	FY2023 Actual	FY2024 Budget	FY2025 Budget
Revenue:			
CVB Hotel Tax Revenue - City's portion	\$ 98,181	\$ 85,000	\$ 70,000
Tourism Product Development	49,091	40,000	35,000
CVB Hotel Tax Revenue - CVB's portion	114,545	85,000	80,000
Interest Revenue	-	-	-
Budget Fund Balance	-	-	-
Total Revenue	261,817	210,000	185,000
Expenditures:			
Capital Outlay	-	-	35,000
Convention Visitors Bureau	114,545	85,000	80,000
Transfers Out	147,272	125,000	70,000
Total Expenditures	261,817	210,000	185,000
<i>Excess Revenues Over/(Under) Expenditures</i>	0	-	-

Hotel/Motel Revenue



CAPITAL IMPROVEMENT PROGRAM

FUND DESCRIPTION:

These budgets represent the first year of the present five year Capital Improvement Program (CIP). The section also includes a summary of the entire CIP, as well as more detailed information regarding those projects funded for the first year. Capital improvement budgets remain open until the project is completed.

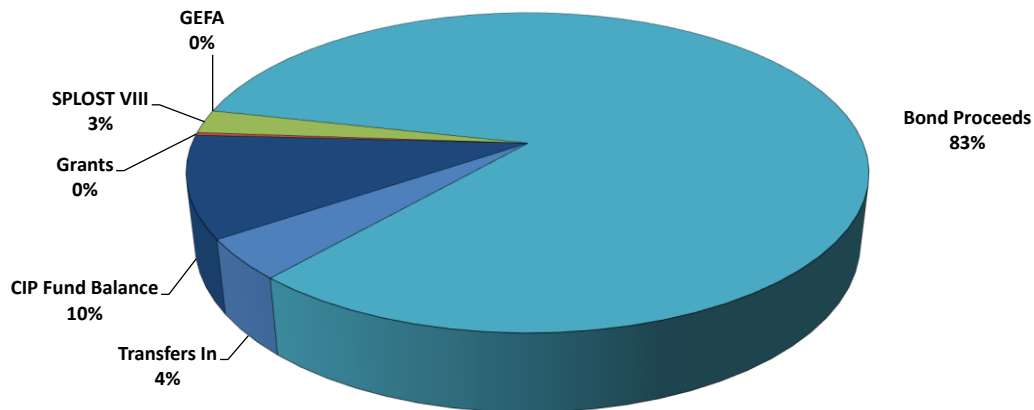
MISSION STATEMENT:

It is the mission of the Capital Improvement Program to identify, measure, and plan for future Capital needs while adhering to the central mission of the City of Flowery Branch.

CAPITAL IMPROVEMENTS PROGRAM FUND SUMMARY

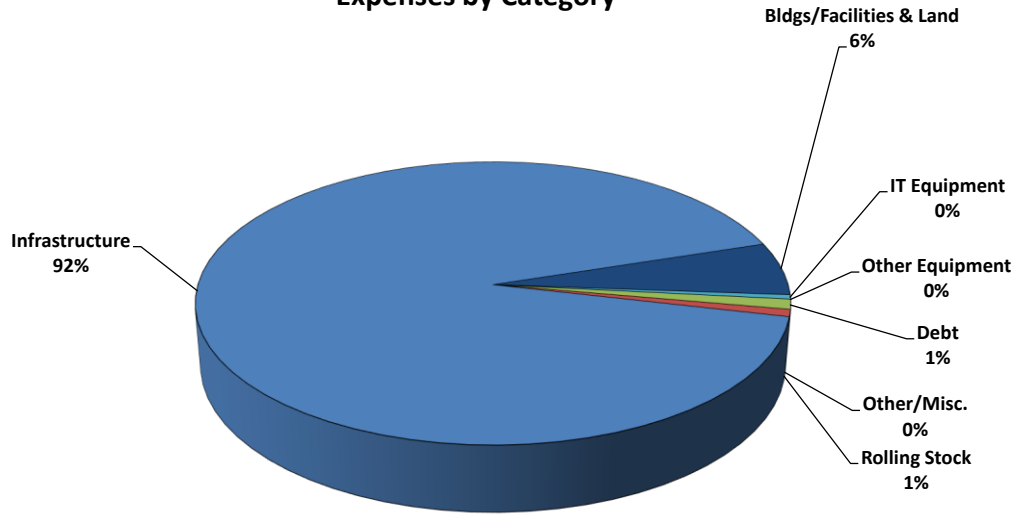
REVENUES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
Intergovernmental:			
Georgia Department of Transportation	\$ -	\$ 85,000	\$ 85,000
Federal Grants	1,005,816	-	-
Hall County	10,000	-	-
SPLOST VII			
SPLOST VIII	1,220,101	1,682,102	715,247
Bond/Lease proceeds	-	-	25,000,000
Contributions	50,000	-	-
GEFA Loan (DWSRF)	3,602,990	1,482,010	-
GEFA Loan (CWSRF)	850,000	10,585,000	-
Water Resources Development Charges	2,677,440	767,990	-
Transfers From:			
General Fund	-	858,805	1,233,515
Hotel/Motel Tax Fund	-	-	-
Information Tech Fund	-	-	-
Department of Water Resources Operating Fund	-	-	-
Local Resources Fund	-	-	-
ARPA	-	1,000,000	-
Budgeted Fund Balance:			
Local Resources Fund Balance	880,019	1,826,345	2,400,000
SPLOST Fund Balance	158,230	-	-
W/S Net Position			695,000
Total Revenues	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

FY 2025 Funding Sources

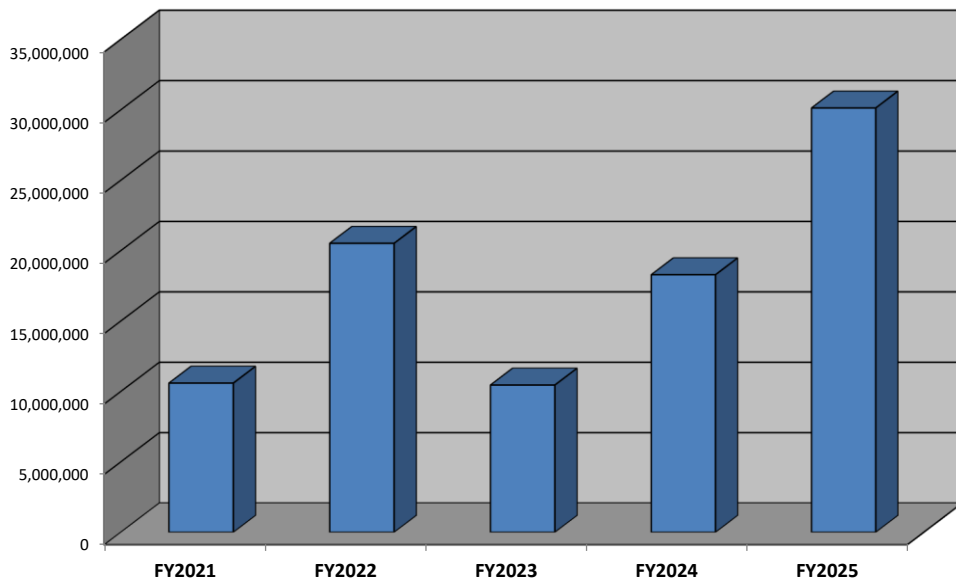


CAPITAL IMPROVEMENT PROGRAM FUND SUMMARY			
EXPENDITURES	FY2023 BUDGET	FY2024 BUDGET	FY2025 BUDGET
City Managers Office			
Downtown Development Phase II	-	418,305	200,000
City Buildings Security	-	50,000	70,000
Financial Services			
City Hall Debt Services	-	342,917	344,848
IT Equipment Upgrades Annual Program	100,000	25,000	148,710
Community Development Department			
Planning Software	-	50,000	-
Police			
Police Vehicles		329,000	130,000
Public Works - Public Land and Buildings			
Roberts Drive Site Improvements	-	-	600,000
Gateway Signs	-	-	350,000
Annual Paving Program	580,095	1,773,797	1,479,675
Parks Property & Improvements	-	244,428	170,572
Sidewalk Program	-	50,000	50,000
Stormwater Program	-	-	259,957
Replacement Utility Vehicle	-	80,000	
4x4 Crew Cab Truck	-	45,000	
Front End Loader	-	40,000	
East Main Culvert	-	550,000	
Land Acquisition	-	243,805	
Market Pavilion Park and Streetscaping	5,000	-	
Mitchell Street Improvements	185,745	-	
Old Town Stormwater Improvements	550,000	-	
Wastewater Plant Entrance	550,000	-	
Martin Schools Sanitary Sewer	142,000	-	
CW Davis Pump Station	36,230	-	
McEver & Gaines Ferry Traffic Improvements	60,000	-	
Downtown Streetscapes	5,196	-	
City Building Generator	50,000	-	
Tourism			
Landscaping	-	100,000	150,000
Public Bathroom	-	-	150,000
Caboose Renovations	-	30,000	30,000
Tourism Building Renovation	-	-	50,000
Tourism/Event Signs	-	-	100,000
Amphitheater Stage Cover	-	-	150,000
Gateway Sign	-	50,000	
Hammock Park	-	30,000	
Website Upgrades	90,000	-	
Department of Water Resources			
Wastewater Expansion (CWSRF)	-	11,485,000	25,000,000
Waterline Improvements	250,000	140,000	140,000
Water Distribution System Upgrade (DWSRF)	200,000	200,000	200,000
Wells 4 & 5 (DWSRF)	937,990	1,120,000	140,000
4 Door Crew Truck (2)	-	-	115,000
New Elevated Water Tower Lights	-	-	100,000
Wastewater Effluent Discharge Force Main Phase 2 (CW)	750,000	-	-
Wastewater Pump Station Modification (CWSRF)	100,000	100,000	-
Water Distribution at Railroad Crossings (DWSRF)	-	250,000	-
Lights Ferry Water Line (DWSRF)	250,000	250,000	-
SCADA System (DWSRF)	50,000	50,000	-
Atlanta Highway Water line (DWSRF)	140,000	140,000	-
Replacement Generator	-	100,000	-
Interim Wastewater Plant Improvements	1,080,488	-	-
Elevated Water Tank	1,875,000	-	-
Roberts Drive Pump Station	250,000	-	-
Modify Well Pumps and Well House No. 1 & 3	150,000	-	-
Gainesville Sewer Line	2,066,852	-	-
Total Expenditures	\$ 10,454,596	\$ 18,287,252	\$ 30,128,762

Expenses by Category



Five-Year Budgeted Funding Trend



Water & Sewer Fund

DEPARTMENT DESCRIPTION:

The Water & Sewer Fund is used for activities connected with the development, operations and maintenance of water and sewer service in the City of Flowery Branch. This is an enterprise fund, financed and operated in a manner similar to private business enterprises. Such funds are self-supporting in nature where the costs, including depreciation, of providing goods or services on a continuing basis are finance or recovered primarily through user charges.

MISSION STATEMENT:

To protect public health and the environment through the delivery of safe and reliable water and wastewater services with a commitment to future generations.

GOALS & OBJECTIVES:

1. Maintain operational reliability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Improve existing wastewater outfall line.
- * Bring wells #4 and #5 online.
- * Replace Electronic and Mechanical Equipment at WWTP that's over 20 years old.
- * Replace Electronic and Mechanical Equipment in Collection and Distribution system that's over 20 years old.

2. Ensure financial stability.

- * Upgrade existing plant to newer technology to increase plant capacity and efficiency.
- * Ongoing account reviews to ensure account collections are received in a timely manner.

3. Ensure regulatory compliance.

- * Ensure reporting to EPD is completed in a timely manner.
- * Exceed the water and wastewater quality requirements in the discharge permit for all parameters.

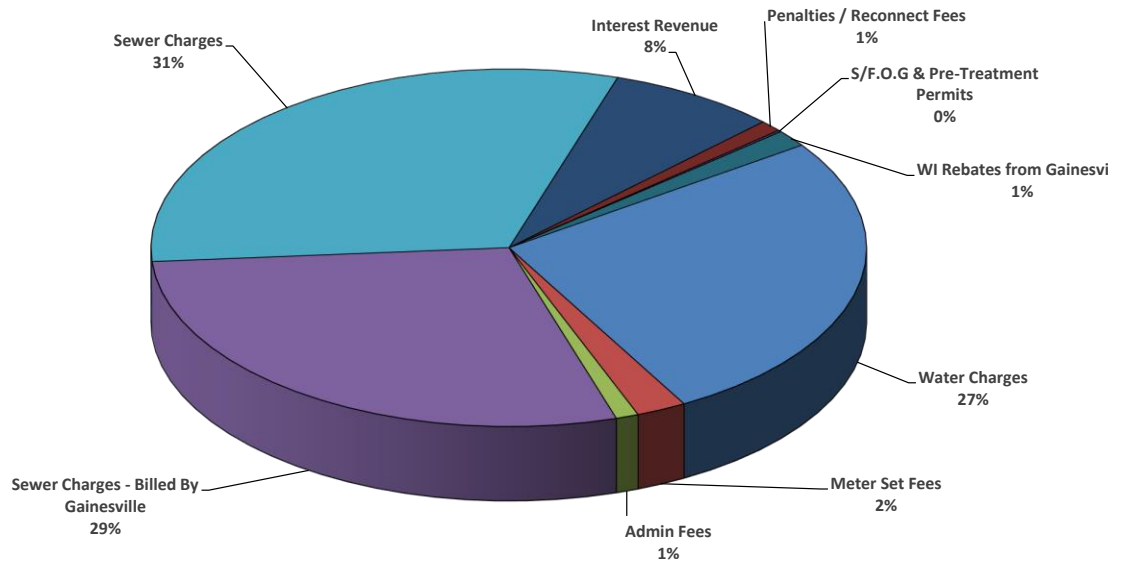
PERFORMANCE MEASURES

MEASURES	ACTUAL			YTD thru 12/31	BUDGET	
	FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Gallons of Water Capacity increased (daily)	N/A	N/A	N/A	400,000	400,000	400,000
% of accounts reviewed	N/A	N/A	N/A	100	100%	100%
# of months water and wastewater quality exceeds permit	N/A	N/A	N/A	12	12	12
Gallons of Wastewater Capacity increased (daily)	N/A	N/A	N/A	0.9 MGD	0.9 MGD	0.9 MGD
Total Wastewater Capacity	.9 MGD	.9 MGD	.9 MGD	0.9 MGD	0.9 MGD	0.9 MGD

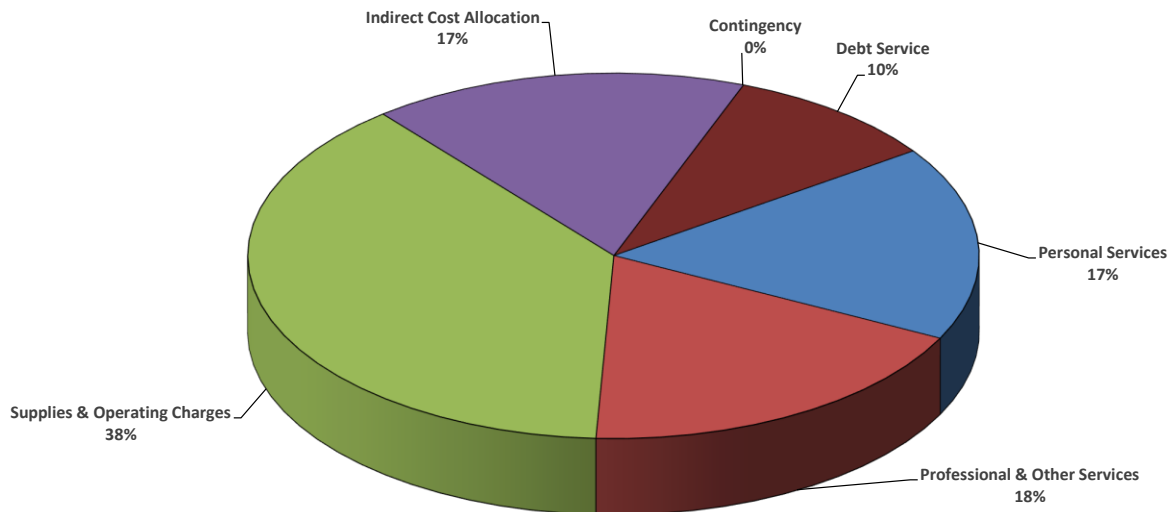
Water & Sewer Fund Summary:

Revenues	FY2023		FY2024		FY2025	
	Actual		Budget		Budget	
Water Charges	\$ 1,186,538	\$	1,100,000	\$	1,302,500	
Meter Set Fees	43,185		15,000		110,520	
Admin Fees	53,318		42,000		50,000	
Sewer Charges - Billed By Gainesville	1,256,296		1,100,000		1,400,000	
Sewer Charges	1,160,745		1,130,100		1,525,000	
Bank Fees / Bad Check Fees	158		-		-	
Interest Revenue	66,609		332,200		375,000	
Penalties / Reconnect Fees	58,502		50,000		50,000	
W&S Misc Revenue	(34,838)		-		-	
S/F.O.G & Pre-Treatment Permits	8,280		7,000		7,500	
WI Rebates from Gainesville	68,232		30,000		75,000	
Transfers in - Development Charges	330,214		-		-	
Budgeted Net Position	-		-		-	
Total Revenues	\$ 4,197,238	\$	3,806,300	\$	4,895,520	
Expenses						
Personal Services	1,279,805		711,090	\$	839,324	
Professional & Other Services	592,488		678,900	\$	894,473	
Supplies & Operating Charges	840,938		800,800	\$	1,872,448	
Indirect Cost Allocation	-		789,679	\$	812,759	
Capital Outlay	-		-	\$	12,000	
Depreciation	485,790		-		-	
Contingency	-		380,918		-	
Debt Service	52,337		444,913		464,516	
Total Operating Expenses	\$ 3,251,358	\$	3,806,300	\$	4,895,520	
Excess Revenues Over/(Under) Expenses	\$ 945,879	\$	-	\$	-	

Water & Sewer Revenue



Water & Sewer Expenses



EMPLOYEE BENEFITS FUND

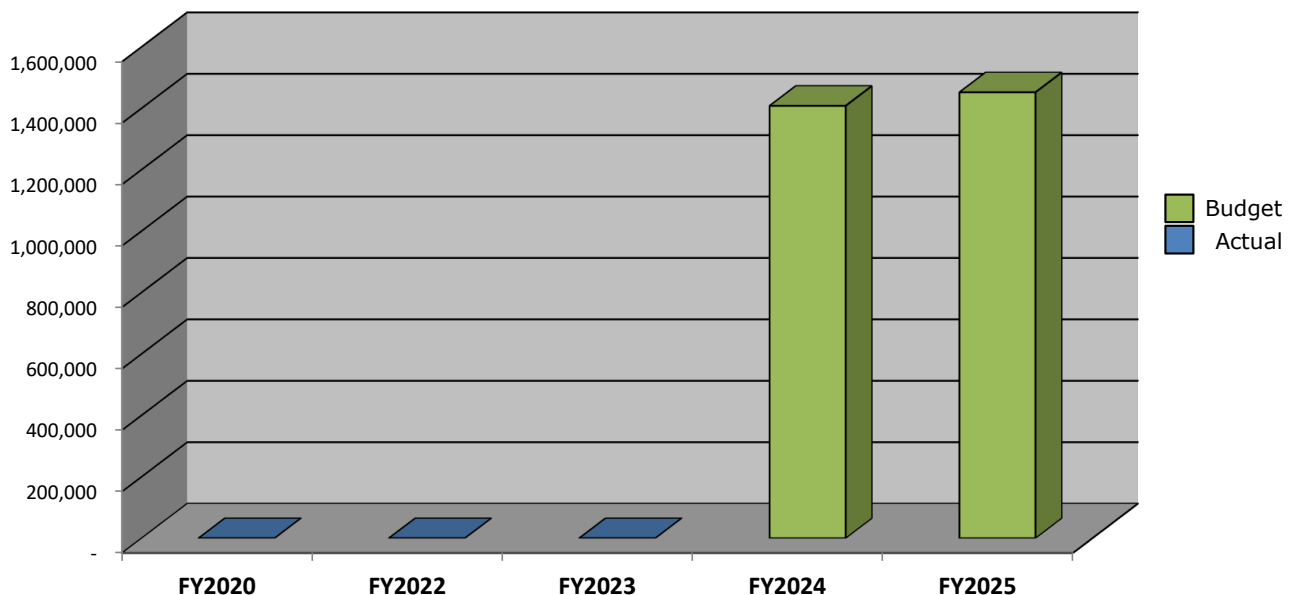
DEPARTMENT DESCRIPTION:

The Employee Benefits Fund accounts for the cost of providing life, health and other insurance benefits to City employees and retirees and their dependents, plus administrative costs and claims associated with these insurance components. As this is an internal service fund, which is used to provide goods and services to the departments and agencies within the city, costs of these goods and services are charged to the various departments.

EMPLOYEE BENEFITS FUND SUMMARY

REVENUES	FY2023 ACTUAL	FY2024 BUDGET	FY2025 BUDGET
Premiums	\$ -	\$ 1,408,000	\$ 1,452,000
Interest	-	-	-
Transfers in	-	-	-
Budgeted Net Position	-	-	-
Total Revenues	-	1,408,000	1,452,000
EXPENDITURES			
Personal Services	-	122,552	131,518
Health Insurance Premiums/Claims Expense	-	892,278	903,633
Life Insurance Premiums	-	5,233	5,398
Vision Insurance Premiums	-	4,734	5,208
Dental Insurance Premiums	-	28,824	30,743
Long-term Disability Insurance	-	17,871	16,500
Administration/Wellness Program	-	23,000	23,000
Pension cost	-	270,000	336,000
Other Costs	-	43,508	-
Total Expenditures	\$ -	\$ 1,408,000	\$ 1,452,000
Excess Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -

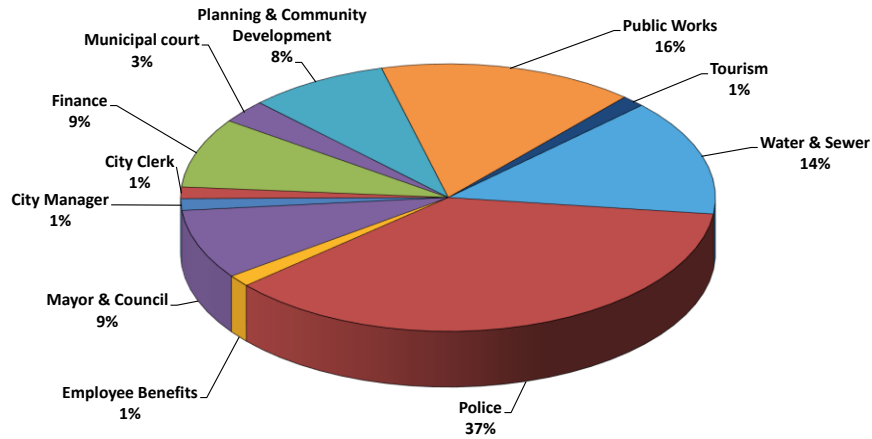
Employee Benefits Five Year Trend



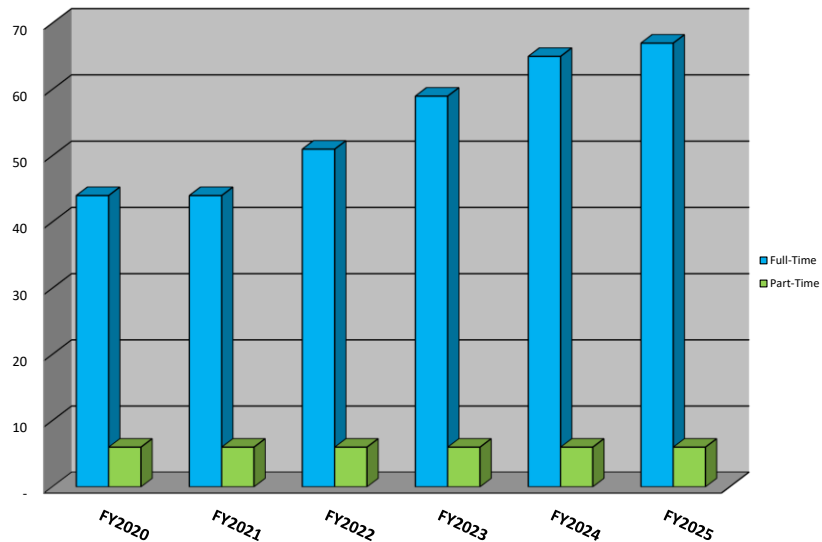
FISCAL YEAR 2025 AUTHORIZED POSITIONS

DEPARTMENTS	(5-year Summary)									
	Budget									
	FY2021		FY2022		FY2023		FY2024		FY2025	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Mayor & City Council		6		6		6		6		6
City Manager	1		1		1		1		1	
City Clerk	1		1		1		1		1	
Financial Services	4		5		6		6		6	
Municipal Court	2		2		2		2		2	
Planning & Community Development Dept.	3		4		5		6		6	
Police Department	16		18		22		26		26	
Public Works	8		10		11		11		11	
Tourism	-		1		2		2		3	
Employee Benefits	-		-		-		1		1	
Total General Fund	35	6	42	6	50	6	56	6	57	6
Water & Sewer	9	-	9		9		9		10	
TOTAL AUTHORIZED POSITIONS	44	6	51	6	59	6	65	6	67	6

Authorized Positions by Fund FY 2025



Five-Year Positional Change Chart





FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Adoption of Resolution 24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution 24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

The city is in the process of building a new wastewater treatment facility. The total cost is 43.3 million dollars and additional funding is needed to complete the project. Several years ago, the city procured GEFA funding in the amount of 23.3 million, which will partially fund the project.

FACTS AND ISSUES:

The City procured 23.3 million in funding from GEFA, which will partially fund the wastewater treatment facility project. Additional funding is needed to complete the project and the city has determined that the issuance of a \$25 million bond is the most advantageous for the City.

OPTIONS:

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

SAMPLE MOTION:

I make a motion to approve Resolution #24-004 Approving the issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City and also Approve the Execution of the

Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [RESOLUTION NO.24-004 ISSUANCE OF BONDS.pdf](#)
- [INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT.pdf](#)
- [Continuing Disclosure Certificate.pdf](#)
- [Executive Summary - FY2024 Bond.pdf](#)

RESOLUTION NO.24-004

APPROVING THE ISSUANCE OF THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF FLOWERY BRANCH PROJECT), SERIES 2024, TO FINANCE PART OF THE COSTS OF THE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT OF THE CITY AND ALSO APPROVE THE EXECUTION OF THE INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT WITH THE AUTHORITY, THE BOND PURCHASE AGREEMENT WITH STIFEL, NICOLAUS & COMPANY, INCORPORATED (THE UNDERWRITER FOR THE SALE OF THE BONDS), AND THE CONTINUING DISCLOSURE CERTIFICATE IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the Gainesville and Hall County Development Authority (the “Authority” or the “Issuer”) and the City of Flowery Branch, Georgia (the “City”) propose to enter into an Intergovernmental Installment Sale Agreement, dated as of July 1, 2024 (the “Installment Sale Agreement” or the “Agreement”), under the terms of which they will approve the construction, renovation, expansion, and equipping of the existing wastewater treatment facility located within the City of Flowery Branch, Georgia (the “Facility”), including (i) the expansion of treatment capacity to 1,500,000 gallons per day, and (ii) the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge (collectively hereinafter referred to as the “Project”); and

WHEREAS, pursuant to the Installment Sale Agreement, the Authority will provide for the construction, renovation, expansion, and equipping of the Project and the City will purchase, operate and maintain the Project for the benefit of the citizens of the City and pay for such facilities in amounts sufficient to enable the Authority to pay the principal of, redemption premium, if any, and interest on the Series 2024 Bonds as same become due and payable, all as more fully set forth therein; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Authority for the lease or sale to the City of the buildings and facilities of the Authority; and

WHEREAS, to accomplish the aforesaid undertaking, it is necessary that the Authority issue its revenue bonds in the aggregate principal amount of **[\$25,000,000]**, which revenue bonds shall be issued in a single series denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”); and

WHEREAS, the Issuer has agreed to acquire the Facility from the City , and construct, renovate, expand and equip the Facility, and then sell the renovated and expanded Facility to the City; and

WHEREAS, the proceeds of the Series 2024 Bonds will be applied by the Authority to the payment of (i) the costs of acquiring, constructing, renovating, expanding, and equipping the Project, and (ii) the costs of issuance of the Bonds; and

WHEREAS, the Authority has determined by resolution dated June 20, 2024 (the “Bond Resolution”) that the issuance of the Bonds for the purpose of financing the acquisition, construction, installation and equipping of the Project will further the public purpose for which the Authority was created; and

WHEREAS, the City has determined that the issuance of the Bonds by the Authority for the purpose of financing the acquisition, construction, renovation, expansion, and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants thereof; and

WHEREAS, the City wishes to approve the issuance of the Series 2024 Bonds for the purposes herein set forth and to approve the terms of the Series 2024 Bonds; and

WHEREAS, to secure the payment of the Series 2024 Bonds, it is necessary that all right, title and interest of the Authority in the Installment Sale Agreement be assigned to a corporate trustee under the terms of a Trust Indenture (the “Indenture” or the “Trust Indenture”), dated as of July 1, 2024, to be entered into by and between the Authority and Regions Bank, Atlanta, Georgia, as trustee (the “Trustee” or the “Paying Agent”); and

WHEREAS, to finance the overall undertaking now contemplated, the Series 2024 Bonds shall be issued and delivered, and on June 20, 2024, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) offered the Series 2024 Bonds for sale and it is necessary for the City to authorize the execution, delivery and performance of a Bond Purchase Agreement, dated June 20, 2024 (the “Purchase Agreement”), by and among the City, the Authority and the Underwriter; and

WHEREAS, it is proposed that the City ratify and approve the distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) and a final Official Statement (the “Official Statement”) used in connection with the offering and sale of the Series 2024 Bonds; and

WHEREAS, it is necessary that the City authorize the execution and delivery of that certain Continuing Disclosure Certificate, to be dated as of the date of issuance of the Series 2024 Bonds (the “Disclosure Certificate”), relating to the issuance of the Series 2024 Bonds;

NOW, THEREFORE, BE IT RESOLVED, by the City, and it is **HEREBY RESOLVED**, as follows:

Section 1. Authorization of Agreement. The execution, delivery and performance of the Installment Sale Agreement by and between the Authority and the City be and the same are hereby authorized. The Installment Sale Agreement shall be in substantially the form attached hereto as **Exhibit “A,”** subject to such minor changes, insertions and omissions as may be approved by the Authority and the City, and the execution of the Installment Sale Agreement by the Mayor and City Clerk as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Terms of the Series 2024 Bonds. For the purpose of paying (i) the costs of acquiring, constructing, renovating, expanding, and equipping the Project, and (ii) the costs of issuance of the Series 2024 Bonds, the issuance of the Series 2024 Bonds is hereby authorized and approved. The Series 2024 Bonds shall be issued in the principal amount of **[\$25,000,000]**, and shall be denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024. The Series 2024 Bonds shall be dated the date of issuance and delivery thereof, shall be initially issued in book-entry only form as fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof, shall be transferable to subsequent owners as therein provided, and shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months), at the annual rates set forth below, all interest payable semiannually on June 1 and December 1 in each year, commencing December 1, 2024, and shall bear interest on overdue principal and, to the extent legally enforceable, on overdue installments of interest and other amounts payable under the Series 2024 Bonds, for each day until paid at the rate of interest borne by the Series 2024 Bonds, and shall mature on June 1 in each of the years and in the principal amounts set forth in the following table:

<u>Maturity</u> <u>Date</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2027	125,000		2041	350,000	
2028	130,000		2042	365,000	
2029	140,000		2043	380,000	
2030	145,000		2044	395,000	
2031	150,000		2045	620,000	
2032	160,000		2046	750,000	
2033	170,000		2047	2,075,000	
2034	175,000		2048	2,160,000	
2035	185,000		2049	2,255,000	
2036	195,000		2050	2,350,000	
2037	290,000		2051	2,455,000	
2038	305,000		2052	2,560,000	
2039	320,000		2053	2,670,000	
2040	335,000		2054	2,790,000	

Section 3. Installment Sale Agreement Payments. The Installment Sale Agreement Payments due under Section 402 of the Installment Sale Agreement relating to the payment of the principal of and interest on the Series 2024 Bonds shall be equal to the amounts set forth on **Exhibit “B”** attached hereto and by reference made a part hereof, plus any additional amounts required pursuant to the terms of the Installment Sale Agreement and subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Trust Indenture.

Section 4. Purchase and Sale of the Facility. The sale of Facility to the Authority and the purchase of the Facility from the Authority pursuant to the Installment Sale Agreement is hereby authorized.

Section 5. Pledge of Installment Sale Agreement Payments to Secure Payment of the Series 2024 Bonds. The Series 2024 Bonds shall be payable solely out of the payments payable by the City to the Authority under the Installment Sale Agreement, and the assignment by the Authority of its rights, including the purchase payments, under the Installment Sale Agreement to secure the Series 2024 Bonds is consented to and approved.

Section 6. Validation of Series 2024 Bonds. The Mayor and the City Clerk are hereby authorized to execute and deliver any answers, acknowledgements, affidavits or other documents or instruments as may be necessary or appropriate in connection with the validation of the Series 2024 Bonds in the Superior Court of Hall County.

Section 7. Authorization of Purchase Agreement. The execution, delivery and performance of the Purchase Agreement by the Mayor and the City Clerk are hereby authorized and approved. The Purchase Agreement shall be in substantially the form presented at this meeting, subject to such minor changes, insertions and omissions as may be approved by the Mayor. The execution of the Purchase Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval. The seal of the City shall be affixed to the Purchase Agreement.

Section 8. Approval of Offering Documents. The use and distribution of the Preliminary Official Statement substantially in the form presented to the City at this meeting and on file with the City Clerk are hereby approved and ratified, and the execution and delivery of the Official Statement in final form are authorized, and said Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by the Mayor, and the execution of said Official Statement by the Mayor as hereby authorized shall be conclusive evidence of any such approval. The Mayor is hereby authorized to execute and deliver all such documents or certificates as may be reasonably requested of the City to “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 9. Authorization of Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate by the Mayor and City Clerk is hereby authorized and approved. The Disclosure Certificate shall be in substantially the form presented at this meeting, subject to such minor changes, insertions and omissions as may be approved by the Mayor. The execution of the Disclosure Certificate by the Mayor and the City Clerk as hereby authorized shall be conclusive evidence of any such approval. The seal of the City shall be affixed to the Disclosure Certificate.

Section 10. Authorization of Execution of Documents. The Mayor and the proper officers, agents and employees of the City be and are hereby authorized and directed to execute any agreements, certificates, documents or instruments necessary to accomplish the undertaking contemplated hereby for and on behalf of the City, and the City Clerk be and is hereby authorized and directed to attest the same and impress the official seal of the City thereon.

Section 11. Actions Approved and Confirmed. All acts and doings of the Mayor and City Clerk which are in conformity with the purpose and intent of this Resolution and in furtherance of the issuance of the Series 2024 Bonds shall be, and the same hereby are, in all respects approved and confirmed. The City has determined that the issuance of the Series 2024 Bonds by the Authority for the purpose of financing the acquisition, construction, installation and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants hereof.

Section 12. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 13. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

RESOLVED, ADOPTED AND APPROVED, this 20th day of June, 2024.

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT “A”

Installment Sale Agreement

EXHIBIT “B”

**Installment Sale Agreement Payments
(Bond Debt Service)**

Total \$_____ \$_____ \$_____

*Installment Sale Agreement Payments are due on or before three (3) business days prior to each date on which a payment is due on the Series 2024 Bonds commencing with the December 1, 2024 payment date.

SECRETARY'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Shelia Cooper, City Clerk of the City of Flowery Branch, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a Resolution adopted by the City, at an open public meeting duly called and lawfully assembled at ____:____ o'clock, P.M., on June 20, 2024, the original of said Resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the City Council were present at said meeting:

and the following members were absent:

and that said Resolution was duly adopted by a vote of

Aye

Nay

WITNESS my hand and the official seal of the City, this 20th day of June, 2024.

City Clerk of the City of Flowery Branch, Georgia

(SEAL)

INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT

by and between

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

and

CITY OF FLOWERY BRANCH, GEORGIA

Dated as of July 1, 2024

The rights and interest of the Gainesville and Hall County Development Authority in this Intergovernmental Installment Sale Agreement and the revenues and receipts derived therefrom have been assigned and pledged under a Trust Indenture, dated July 1, 2024, between the Gainesville and Hall County Development Authority and Regions Bank, as Trustee.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	3
ARTICLE II. REPRESENTATIONS.....	5
Section 201. Representations by the Authority.....	5
Section 202. Representations and Agreements by the City.....	6
ARTICLE III. ISSUANCE OF BONDS; ACQUISITION OF THE FACILITY; PROCEEDS; COMMENCEMENT AND COMPLETION OF THE PROJECT	6
Section 301. Authority Agreements.....	6
Section 302. Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds.	7
Section 303. Acquisition of the Project.	7
Section 304. In Event the General Accounts of the Project Fund Insufficient.....	8
Section 305. Grant of Possession and Use of the Project; Operation of the Project.	9
ARTICLE IV. EFFECTIVE DATE OF THIS INSTALLMENT SALE AGREEMENT; DURATION OF TERM; INSTALLMENT SALE AGREEMENT PAYMENT PROVISIONS.....	9
Section 401. Effective Date of this Installment Sale Agreement; Duration of Term.....	9
Section 402. Installment Sale Agreement Payments.	9
Section 403. Budget and Tax Levy to Pay Installment Sale Agreement Payments.....	10
Section 404. [Reserved].	10
Section 405. Optional Prepayment; Redemption of Bonds.....	10
Section 406. Obligations of the City Hereunder Absolute and Unconditional.	11
Section 407. Enforcement of Obligations.....	12
Section 408. No Set-Off.....	12
Section 409. Reconveyance of Project.....	12
ARTICLE V. SPECIAL COVENANTS OF THE CITY	12
Section 501. Use of Proceeds and Specific Tax Covenant.....	12
Section 502. Arbitrage Covenants.	13
Section 503. Rules and Regulations.....	13
Section 504. Contracting Procedure.....	14
Section 505. Liens.....	14
Section 506. Insurance.	14
Section 507. Obligations of the City under the Indenture.	14
Section 508. Operation and Maintenance of the Project; Modification of Project.	15
Section 509. Continuing Disclosure Certificate.....	15
ARTICLE VI. SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY AND THE CITY	15
Section 601. No Warranty of Condition or Suitability by the Authority.	15
Section 602. Inspection of the Project.	15

Section 603.	Granting of Easements; Sale.....	15
Section 604.	Further Assurances and Corrective Instruments, Recordings and Filings.....	16
Section 605.	Release Covenant.....	16
ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES		17
Section 701.	Events of Default Defined.	17
Section 702.	Remedies on Default.....	17
Section 703.	No Remedy Exclusive.....	18
Section 704.	No Additional Waiver Implied by One Waiver.	18
ARTICLE VIII. PREPAYMENT OPTION OF THE CITY		18
Section 801.	Optional Prepayments.....	18
Section 802.	Exercise of Optional Prepayment.	18
ARTICLE IX. MISCELLANEOUS		19
Section 901.	Agreement to Pay Attorneys' Fees and Expenses.....	19
Section 902.	Notices.....	19
Section 903.	Binding Effect.	19
Section 904.	Severability.....	19
Section 905.	Amendments, Changes and Modifications.....	19
Section 906.	Execution in Counterparts.....	20
Section 907.	Captions.....	20
Section 908.	Law Governing Installment Sale Agreement.	20
Section 909.	City a Party to Validation.....	20
Section 910.	Redemption of Bonds.	20
Section 911.	Indemnification.	20

EXHIBIT “A” Description of the Project

INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT

THIS INTERGOVERNMENTAL INSTALLMENT SALE AGREEMENT is entered into as of July 1, 2024, by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the “Authority”), a public body corporate and a political subdivision of the State of Georgia, duly organized and existing under the Constitution and laws of the State of Georgia, and the **CITY OF FLOWERY BRANCH, GEORGIA** (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an Amendment to Article VII, Section V, Paragraph I of the Georgia Constitution of 1945 (Georgia Laws 1964, pp. 866 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1964, pp. 2282 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1978, pp. 3579, et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1982, pp. 4300, et seq.) and an Act of the General Assembly of Georgia (Georgia Laws 1986, pp. 4328, et seq.), as the same may be amended from time to time (the “Act” or the “Authority Act”); and

WHEREAS, pursuant to the Act, the Authority is authorized to undertake any “project” that is for any industrial, commercial, business, office, parking, public or other use, provided that the Authority determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, the Authority was created for the purpose of promoting and expanding for the public good and welfare industry and trade within Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the “County”), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Revenue Bond Law, the Authority has the power to undertake, construct, maintain and operate any “undertaking” and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any “undertaking” of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an “undertaking” includes “Systems, plants, works, instrumentalities, and properties” which are “used or useful in connection with the ... treatment, and disposal of water for public and private uses,” or “in connection with the collection, treatment, and disposal of sewage, waste, and storm water; together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other sewer and water mains, filtration works, pumping stations, and equipment”; and

WHEREAS, under the Act, the Authority is further empowered to enter into contracts, leases, agreements, and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvements, equipping, operation, or maintenance of a project or with respect to the use of such project which it causes to be erected or acquired, and to contract with any person, firm, corporation, entity or political subdivision, including the City of Flowery Branch, Georgia (the “City”), to acquire, construct, add to, extend, improve, equip, operate and maintain a project upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, the Authority and the City have agreed that the Authority will acquire the existing wastewater treatment facility located within the City of Flowery Branch, Georgia (the “Facility”) and construct, renovate, expand and equip the Facility, including the expansion of treatment capacity to 1,500,000 gallons per day, and the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge (hereinafter collectively referred to as the “Project”); and

WHEREAS, the Issuer has agreed to acquire the Facility from the City and construct, renovate, expand and equip the Facility and then sell the Project to the City; and

WHEREAS, the Issuer, as permitted under the Act, has the power to undertake the Project and sell the Project to the City; and

WHEREAS, the Authority has been advised by the City that the estimated amount necessary to finance the proposed acquisition of the Facility and the construction, renovation, expansion, and equipping of the Project, including expenses incidental thereto is at least \$25,000,000, and the Authority has determined that the most feasible method of accomplishing the proposed undertaking is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[\$25,000,000]**; and

WHEREAS, the Authority has determined that such revenue bonds shall be issued in a single series denoted as Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”); and

WHEREAS, the proceeds of the Series 2024 Bonds will be applied by the Authority to the payment of (i) the costs of the acquisition of the Facility, (ii) the costs of constructing, renovating, expanding, and equipping the Facility and (iii) the costs of issuance of the Bonds; and

WHEREAS, the Authority desires to provide for the acquisition, construction, renovation, expansion, and equipping of the Project and the City desires to purchase the Project and operate and maintain the Project for the benefit of the citizens of the City and pay for the Project in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2024 Bonds as same become due and payable, all as more fully set forth therein; and

WHEREAS, as provided in the resolution of the Authority adopted on June 20, 2024 (the “Bond Resolution”), the Authority determined that the financing of the acquisition, construction, renovation, expansion, and equipping of the Project through the issuance of the Series 2024 Bonds is lawful and for a valid public purpose and it will further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on June 20, 2024 (the “City Resolution”), that the issuance of the Bonds by the Authority for the purpose of financing the acquisition, construction, renovation, expansion, and equipping of the Project will achieve a lawful and valid public purpose for the benefit of the citizens of the City and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Authority for the sale to the City of the facilities or services of the Authority; and

WHEREAS, pursuant to the Authority Act, the Authority is authorized to issue revenue bonds to finance “projects” of the Authority under such terms and conditions as the Authority deems appropriate; and

WHEREAS, pursuant to the Revenue Bond Law the Authority has the power to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any “undertaking” of the Authority; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond law; and

WHEREAS, the Authority and the City are desirous of entering into this Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, pursuant to which the Authority will provide for the acquisition, construction, renovation, expansion, and equipping of the Project and the City, pursuant to rights granted by the Authority, will purchase, operate and maintain the Project for the benefit of the citizens of the City and pay for the Project in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2024 Bonds, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by the Authority and the City, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed, and in consideration of the respective considerations and contracts hereinafter contained, the Authority and the City agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the words and terms elsewhere defined in this Intergovernmental Installment Sale Agreement or in the Indenture, the following words and terms as used in this Intergovernmental Installment Sale Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“**Act**” or “**Authority Act**” shall mean an Amendment to Article VII, Section V, Paragraph I of the Georgia Constitution of 1945 (Georgia Laws 1964, pp. 866 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1964, pp. 2282 et seq.), an Act of the General Assembly of Georgia (Georgia Laws 1978, pp. 3579, et seq.), an Act of the General Assembly of Georgia

(Georgia Laws 1982, pp. 4300, et seq.) and an Act of the General Assembly of Georgia (Georgia Laws 1986, pp. 4328, et seq.), as the same may be amended from time to time.

“Authority” shall mean the Gainesville and Hall County Development Authority, its successors and assigns.

“Bond Fund” shall mean the Gainesville and Hall County Development Authority Bond Fund—City of Flowery Branch Project created in Section 601 of the Indenture.

“Bondholder” and “bondholder” means the registered owner of any of the outstanding Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the temporary, proposed or final regulations promulgated thereunder and applicable thereto.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds, to be dated the date of issuance of the Bonds.

“City” means the City of Flowery Branch, Georgia, and its successors or assigns.

“Facility” means the existing wastewater treatment facility located within the City of Flowery Branch, Georgia.

“Fiscal Year” shall mean the period commencing on the 1st day of January in each calendar year and extending through the 31st day of December of such calendar year, or such other period as shall hereafter be adopted by the Authority as herein provided.

“Indenture” means the Trust Indenture, dated as of July 1, 2024, between the Authority and the Trustee, as same may be supplemented from time to time.

“Interest Payment Date” shall mean the 1st day of June and December of each year commencing with December 1, 2024.

“Installment Sale Agreement” means this Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, by and between the Authority and the City, as same from time to time may be amended.

“Installment Sale Agreement Payments” or “Installment Sale Agreement Payment” means an amount equal to the principal of and the interest on the Series 2024 Bonds coming due on the next succeeding June 1 and an amount equal to the interest on the Series 2024 Bonds coming due on the next succeeding December 1 in each year; provided, however, the City shall receive a credit against any required Installment Sale Agreement Payment to the extent moneys are on deposit in the Bond Fund and available to pay debt service on the Series 2024 Bonds coming due on the next succeeding June 1 or December 1, as the case may be, plus the charges as billed specified in subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture, and any deficit in any preceding Installment Sale Agreement Payment.

“Revenue Bond Law” means the Revenue Bond Law, Title 36, Chapter 82, Article 3 of the Official Code of Georgia Annotated, as amended, and as same may hereafter be amended from time to time.

“Series 2024 Bonds” or “Bonds” means the [\$25,000,000] aggregate principal amount Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 authorized to be issued pursuant to Article II of the Indenture.

“Term” shall have the meaning specified in Section 401 hereof.

“Trustee” means Regions Bank, Atlanta, Georgia, its successors and assigns, or any successor trustee hereafter appointed pursuant to the Indenture.

“Project” means the acquisition of the Facility and the construction, renovation, expansion, and equipping of the including the expansion of treatment capacity to 1,500,000 gallons per day, and the construction of new biological treatment processing, clarification, and filtration systems capable of treating water to near drinking standards prior to discharge, which Project is referred to in the preamble to this Installment Sale Agreement and is more particularly described on **Exhibit “A”** attached hereto and made a part hereof.

“Project Fund” means the Gainesville and Hall County Development Authority Project Fund created pursuant to Section 502 of the Indenture.

ARTICLE II.

REPRESENTATIONS

Section 201. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Installment Sale Agreement and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Installment Sale Agreement, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence;

(b) The issuance and sale of the Series 2024 Bonds, the execution and delivery of this Installment Sale Agreement and the Indenture, and the performance of all covenants and agreements of the Authority contained in this Installment Sale Agreement and the Indenture and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Installment Sale Agreement a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(c) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its title to and interest in the Project will or may

be, impaired or encumbered in any manner except as permitted herein and the Indenture and except for acts or things done or permitted by the City; and

(d) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Installment Sale Agreement or the ability of the Authority to comply with any of its obligations under this Installment Sale Agreement.

Section 202. Representations and Agreements by the City.

The City makes the following representations and agreements:

(a) The City is a political subdivision duly created and validly existing under the laws of the State of Georgia having power to enter into and execute and deliver this Installment Sale Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Installment Sale Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Installment Sale Agreement and the Indenture, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Installment Sale Agreement by it except as shall have been obtained as of the date hereof;

(b) This Installment Sale Agreement has been duly executed and delivered by the City and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The authorization, execution, delivery, and performance by the City of this Installment Sale Agreement and compliance by the City with the provisions thereof do not violate the laws of the State of Georgia relating to the City or constitute a breach of or a default under any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound; and

(d) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse affect on the right of the City to execute this Installment Sale Agreement or its ability to comply with any of its obligations under this Installment Sale Agreement.

ARTICLE III.

ISSUANCE OF BONDS; ACQUISITION OF THE FACILITY; PROCEEDS; COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 301. Authority Agreements.

The Authority agrees that it will acquire the Facility from the City on the date of issuance of the Bonds, and the City agrees to convey the Facility to the Authority on the date of issuance of the Bonds. The Authority hereby sells to the City, and the City hereby purchases from the Authority, the Project, including the Facility, in return for the payments set forth in Section 402 hereof, for the Term set forth in Section 401 hereof and in accordance with the provisions of this Installment Sale

Agreement. The Authority makes no warranties to the City with respect to the Project. The Authority hereby agrees to proceed as promptly as possible with the adoption of a resolution approving the Indenture and the acquisition, construction, installation and equipping of the Project. The Indenture shall provide for the creation and maintenance of the Bond Fund. All Installment Sale Agreement Payments received by the Authority shall be deposited directly into the Bond Fund for the account of the Authority and used to pay the principal of and interest on the Series 2024 Bonds as the same shall become due and payable; provided, however, Installment Sale Agreement Payments required pursuant to subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture shall not be deposited directly into the Bond Fund but shall be paid by the City, on behalf of the Authority, to the persons or entities required and for the purposes set forth in the Indenture. All Installment Sale Agreement Payments received by the Authority, including the investment earnings thereon, shall not be commingled with any other funds of the Authority or of any other person or entity and any such moneys so received shall be used as provided herein or in the Indenture. The Authority agrees to execute a limited warranty deed and bill of sale to convey the Project to the City and to deliver the same to the City at the date of completion of the Project. Said limited warranty deed and bill of sale shall convey to the City the fee simple title to the Project subject to this Installment Sale Agreement and free and clear from all encumbrances except encumbrances to which the City has consented or which the City created. The Authority shall execute such other instruments and documents as the City may reasonably request to perfect the transfer of title to the Project to the City.

Section 302. Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds.

The Authority agrees that it will promptly approve the execution and delivery of the Indenture authorizing the issuance of the Series 2024 Bonds and proceed with the validation and issuance thereof. The proceeds from the sale of the Series 2024 Bonds shall be applied as provided in the Indenture and the City hereby approves the issuance of the Series 2024 Bonds. The Authority shall deliver a certified copy of the resolution approving the Indenture to the City promptly upon adoption thereof.

Section 303. Acquisition of the Project.

(a) The Authority agrees to acquire, construct, renovate, install and equip the Project as more particularly described on **Exhibit "A"** hereto.

(b) The Authority hereby appoints the City as its sole and exclusive agent to proceed forthwith with acquiring, renovating, installing and equipping the Project on behalf of the Authority. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction, installation and equipping of the Project. The Project shall be acquired, renovated, installed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The City will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work, and the Authority agrees that the City may, from time to time, in its own name, or in the name of the Authority, take or cause to be taken such action as may be necessary or advisable, as determined by the City, to assure that the construction, renovation, expansion, and equipping of the Project will proceed in an efficient and workmanlike manner. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the

foregoing (i) if the City has corrected at its own expense the matter which gave rise to such default or breach, shall be paid to the City or (ii) if the City has not corrected at its own expense the matter which gave rise to such default or breach, shall be paid into the Project Fund.

(c) The City, as agent for the Authority, shall acquire, construct, install and equip the Project with all reasonable dispatch and in connection therewith shall expend or cause to be expended moneys on deposit in the Project Fund including, but not limited to, preparing any and all checks, requisitions and certifications required by the Indenture to withdraw moneys from the Project Fund to pay costs of the acquisition, construction, renovation, expansion, and equipping of the Project and shall use its best efforts to cause the acquisition, construction, installation and equipping of the Project to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the City excepted; but if for any reason such implementation is not completed by any specified date there shall be no resulting liability on the part of the City. All real or tangible personal property acquired from time to time by the City as agent for the Authority in accordance herewith shall be transferred, by appropriate deed or other instrument, to the Authority and the Authority shall accept title to such property which shall constitute and form part of the Project.

(d) The moneys credited to the Project Fund from the sale of the Series 2024 Bonds shall be used and applied for the purpose of paying (i) the costs of acquiring, constructing, installing and equipping the Project, and (ii) costs of issuance of the Bonds, as provided in the Indenture.

(e) [Reserved].

(f) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Indenture.

(g) The City will do or cause to be done all things, and take or cause to be taken all reasonable and prudent measures, necessary to continue renovation with due diligence and to expend the moneys credited to the Project Fund as expeditiously as possible in order to assure the completion of the construction, renovation, expansion, and equipping of the Project.

(h) All requisitions and certificates required by this Section shall be retained either by the Trustee, the Authority or the City, subject at all times to inspection by any officer of the Authority or any bond owner.

(i) Should there be any balance in the General Account of the Project Fund upon completion of the construction, renovation, expansion, and equipping of the Project, such balance shall be paid into the Bond Fund created under the Indenture.

Section 304. In Event the General Accounts of the Project Fund Insufficient.

The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the General Account of the Project Fund under the provisions of this Installment Sale Agreement will be sufficient to pay all the costs of the acquisition, construction, installation and equipping of the Project. The City agrees that, if after exhaustion of the moneys in said General Account, the City should pay any portion of the costs of the acquisition, construction, installation and equipping of the Project, it shall not be entitled to any reimbursement therefor from the Authority or from the owners of any of the Series 2024 Bonds, nor shall it be entitled to any diminution in or

postponement or abatement of the amount of the Installment Sale Agreement Payments and other amounts payable under Article IV hereof.

Section 305. Grant of Possession and Use of the Project; Operation of the Project.

The Authority hereby grants the City the exclusive possession and use of the Project during the Term of this Installment Sale Agreement. The City shall cause the Project to be operated and maintained economically, efficiently and consistent with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or city government having jurisdiction over the operation of such Project. The City shall at all times maintain the Project or cause the Project to be operated and maintained in good condition and repair and shall promptly repair, replace or restore any damage or destruction to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

ARTICLE IV.

**EFFECTIVE DATE OF THIS INSTALLMENT SALE AGREEMENT;
DURATION OF TERM; INSTALLMENT SALE AGREEMENT PAYMENT PROVISIONS**

Section 401. Effective Date of this Installment Sale Agreement; Duration of Term.

This Installment Sale Agreement is dated as of July 1, 2024 but shall become effective as of the date of the issuance and delivery of the Series 2024 Bonds and the interest created by this Installment Sale Agreement shall then begin, and, subject to the other provisions of this Installment Sale Agreement (including particularly Article VIII hereof), shall expire June 1, 2054, or if at said time and on said date all of the Series 2024 Bonds have not been paid in full as to principal, interest and premium, if any, or provisions for the payment thereof shall have been duly provided for then on such date as such payment shall have been made, but in no event in excess of 50 years from the date hereof.

Section 402. Installment Sale Agreement Payments.

On or before three (3) Business Days prior to each date on which a payment is due on the Series 2024 Bonds, commencing on November 27, 2024, the City shall make the Installment Sale Agreement Payments to the Authority. If such date is prior to any June 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal of and interest on the Series 2024 Bonds coming due on June 1, and if such date is prior to any December 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2024 Bonds coming due on December 1, and such Installment Sale Agreement Payments shall continue until provision has been made for the payment in full of the Series 2024 Bonds as to principal, interest and premium, if any. The City shall receive a credit against any required Installment Sale Agreement Payment to the extent moneys are on deposit in the Bond Fund and available to pay debt service on the Series 2024 Bonds. The Installment Sale Agreement Payments provided for herein shall be made by payment directly to the Trustee for deposit into the Bond Fund. In addition, the City shall pay to the Trustee the amounts billed which are specified in subparagraphs (vi), (vii) and (viii) of Section 602(c) of the Indenture and which shall be paid when billed.

Section 403. Budget and Tax Levy to Pay Installment Sale Agreement Payments.

(a) The obligation of the City to make the Installment Sale Agreement Payments when due under Section 402 hereof, and to perform its other obligations hereunder, are absolute and unconditional contractual obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. The Installment Sale Agreement Payments required hereunder shall be made first from any lawfully available funds and secondly from moneys derived pursuant to the levy of an ad valorem tax as hereinafter provided. In the event the amount of funds lawfully available is not sufficient to pay the Installment Sale Agreement Payments when due in any year, the City shall make provision for the levy of an ad valorem tax on all taxable property located within the boundaries of the City subject to taxation for such purposes, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Installment Sale Agreement Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Installment Sale Agreement Payments required pursuant to Section 402 hereof and such lien is superior to any that can hereafter be made.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Installment Sale Agreement Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Installment Sale Agreement Payments shall constitute an unlimited contractual obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Installment Sale Agreement Payments to the Trustee for deposit to the Bond Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 404. [Reserved].

Section 405. Optional Prepayment; Redemption of Bonds.

(a) The Installment Sale Agreement Payments due under Section 402 shall be subject to prepayment, in whole or in part, for the purpose of calling and redeeming, at the option of the City,

all or part of the Series 2024 Bonds in accordance with the provisions of Article III of the Indenture. The City shall pay all costs which may be incurred in connection with the call of the Series 2024 Bonds to be redeemed together with any applicable redemption premium.

(b) No prepayment of any amount in accordance with the provisions of the preceding subsection shall relieve the City to any extent from its obligations thereafter to make the full Installment Sale Agreement Payments required by the provisions hereof until all the Series 2024 Bonds issued under the Indenture and the interest thereon and any other charges required hereunder have been paid in full.

Section 406. Obligations of the City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 402 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as the principal of and interest on the Series 2024 Bonds outstanding under the Indenture shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Indenture, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Installment Sale Agreement Payments provided for herein, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term of this Installment Sale Agreement or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, any declaration or finding that any of the Series 2024 Bonds are unenforceable or invalid, the invalidity of any provision of this Installment Sale Agreement, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement or the Indenture. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Indenture; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Installment Sale Agreement and to make the Installment Sale Agreement Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to ensure the acquisition, renovation, installation and equipping of the Project or to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required so long as the Authority's interests in the Project would not be adversely affected.

Section 407. Enforcement of Obligations.

The obligation of the City to make Installment Sale Agreement Payments and other payments under this Article may be enforced by (i) the Authority or the Trustee as assignee of the Authority, (ii) the owners of any Bonds, as third party beneficiaries, in accordance with the applicable provisions of the Indenture and independently of the Authority or, (iii) such receiver or receivers as may be appointed pursuant to the Indenture or applicable law. The covenants and agreements hereunder including specifically the obligation to make the Installment Sale Agreement Payments shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto. In addition, the Trustee as assignee of the Authority may exercise the rights and remedies granted the Authority hereunder including the remedies of the Authority under Section 702 hereof upon a default by the City hereunder.

Section 408. No Set-Off.

No breach, default or failure by the Authority to comply with the provisions of this Installment Sale Agreement shall permit an abatement or reduction in or set-off against the Installment Sale Agreement Payments due from the City. Nothing in this Installment Sale Agreement shall otherwise impair, diminish or affect any other right or remedy available to the City (i) as a result of the Authority's breach, default or failure under this Installment Sale Agreement, or (ii) to enforce the obligations of the Authority under this Installment Sale Agreement. No dispute or litigation between the Authority and the City with respect to this Installment Sale Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 409. Reconveyance of Project.

In the event the City should fail to make any of the payments required in Section 402, the Authority shall have the right to demand that the City convey the Project back to the Authority, and upon such demand, the City agrees to convey the Project back to the Authority. The terms of Section 406 hereof shall remain in full force and effect, regardless of the Authority's exercise of its rights under this Section 409. The rights of the Authority under this Section shall be exclusive to the Authority and shall not be assignable to any person including the Trustee.

ARTICLE V.

SPECIAL COVENANTS OF THE CITY

The City covenants and agrees with the Authority for the benefit of the Bondholders that:

Section 501. Use of Proceeds and Specific Tax Covenant.

The Series 2024 Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2024 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the City that the interest on the Series 2024 Bonds be and remain excludable from gross income for federal income

tax purposes, and, to that end, the City hereby covenants with the Authority and the owners of the Series 2024 Bonds that:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of interest on the Series 2024 Bonds under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any of the proceeds of the Series 2024 Bonds or take or omit to take any action in a way that would cause the Series 2024 Bonds to be (i) “private activity bonds” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Series 2024 Bonds or any other funds of the City or take or omit to take any action that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the City. In the event that at any time the City or the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Indenture, the Authority and the City shall take such action as may be necessary to effect the same.

(d) During the Term of this Installment Sale Agreement, the City shall restrict the extent and nature of the use of the portion of the Project financed with proceeds of the Series 2024 Bonds for “private business use” as said term is defined in Section 141 of the Code so as to preserve the exclusion for federal income tax purposes applicable to the interest paid on the Series 2024 Bonds.

Section 502. Arbitrage Covenants.

It will not, subsequent to the date of the issuance and delivery of the Series 2024 Bonds, intentionally use any portions of the proceeds of the Series 2024 Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code or the regulations promulgated thereunder, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the regulations promulgated thereunder and the payment on behalf of the Authority of rebate, if any, required to be made by the Authority, and that it will expend the proceeds of the Series 2024 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

Section 503. Rules and Regulations.

It will enforce or cause to be enforced reasonable rules and regulations governing the Project and the operation thereof, and that all compensation, salaries, fees and wages paid or caused to be paid by it in connection with the operation, repair and maintenance of the Project will be reasonable, and that no more persons will be employed than are necessary, and that it will operate or cause to be operated same in an efficient and economical manner, and will at all times maintain or cause to be maintained the same in good repair and in sound operating condition, and will make or cause to be made all necessary repairs, renewals and replacements, and that it will comply or cause to be complied

with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 504. Contracting Procedure.

Any contract relating to the installation, extension, improvement, maintenance or repair of any facilities shall provide for retention of amounts due thereunder in accordance with applicable law.

Section 505. Liens.

The City will not create or suffer to be created, in the operation and maintenance of the Project, any lien, security interest or charge thereon, or any part thereof, and that it will pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Project, or any part thereof; provided, however, that nothing contained in this Section shall require the City to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 506. Insurance.

To the extent deemed necessary, it will cause to be bonded its employees or agents handling funds of the Project in amounts adequate for its protection and it shall procure and maintain or cause to be maintained insurance on the physical properties of the Project of the kinds and in the amounts normally carried by private companies or other agencies engaged in the operation of similar properties so long as any Bonds are outstanding. Such insurance shall include: (a) fire and extended coverage insurance on the insurable portions of the Project with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia; (b) public liability insurance relating to the operation of the Project; and (c) vehicular public liability insurance on any vehicle owned or operated by the City and used in the operation of the Project. Such insurance may provide reasonable and customary coverage and deductibles for agencies and governmental authorities operating similar facilities, provided that such insurance in such amount is available at a cost which, in the opinion of the City, will not impose an unreasonable financial burden, or the City may self insure against such claims and risks, or the City in its discretion, may provide for any combination of the foregoing. The proceeds of such fire and extended coverage policies are pledged as security for the Installment Sale Agreement Payments, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property. In the event the proceeds of such policies are not used for that purpose, then same shall be deposited in the Bond Fund. Proceeds from the fidelity bonds on employees and agents shall be paid into the appropriate fund. All insurance policies and fidelity bonds shall be open to the inspection of the Bondholders or their duly authorized representatives at all reasonable times. All insurance policies shall name the Authority as an additional insured. The Trustee shall have no responsibility to monitor or receive insurance policies or certificates.

Section 507. Obligations of the City under the Indenture.

The City agrees to perform all of its obligations (if any) under, and to comply with all of the applicable terms of, the Indenture.

Section 508. Operation and Maintenance of the Project; Modification of Project.

(a) The City agrees that, at all times during the Term (i) the City will cause the Project to be operated and maintained in good repair and in accordance herewith and (ii) the City will be responsible for maintaining and operating the Project. Without limiting the foregoing, the City agrees that it will maintain the Project in an efficient and economical manner, that it will at all times maintain the Project in good repair and in sound operating condition, that it will make all necessary repairs and replacements to the Project, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project and its operation thereof.

(b) The City may, from time to time, in its sole discretion and at its own expense, make any additions, modifications or improvements to the Project, which it may deem desirable for its business purposes; provided that all such additions, modifications and improvements do not adversely affect the structural integrity of the Project.

Section 509. Continuing Disclosure Certificate.

The City hereby covenants for the benefit of the owners of the Bonds and the underwriter of the Bonds to comply with its obligations under the Continuing Disclosure Certificate. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Installment Sale Agreement for breach of this covenant shall be an action to compel performance.

ARTICLE VI.

**SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY
AND THE CITY**

The Authority hereby covenants and agrees with the City that:

Section 601. No Warranty of Condition or Suitability by the Authority.

The Authority makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the City's purposes or needs.

Section 602. Inspection of the Project.

The City agrees that the Authority, the Bondholders and their duly authorized agents who are acceptable to the City shall have the right at reasonable times during business hours, subject to the City's usual safety and security requirements to examine and inspect the Project without interference or prejudice to the City's operations.

Section 603. Granting of Easements; Sale.

If no event of default hereunder shall have happened and be continuing, the City may grant or cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included the Project and such grant will be free from the

lien or security interest of this Installment Sale Agreement and the Indenture or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration. In connection with any such grant, the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or asset.

The Authority agrees that, except as otherwise permitted under the terms of this Installment Sale Agreement or the Indenture, it will not mortgage, sell, assign, transfer, convey or otherwise encumber the Project or any portion thereof during the Installment Sale Agreement Term. If the laws of the State of Georgia at the time require such action to be taken, nothing contained in this Section shall prevent the consolidation of the Authority with, or the merger of the Authority into, or the transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and the Project; provided, (a) that no such action shall be taken without the prior written consent of the City, unless such action shall be required by law, and (b) that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of and interest on the Series 2024 Bonds according to their tenor, and the due and punctual performance and observance of all the agreements and conditions of this Installment Sale Agreement to be kept and performed by the Authority, shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 604. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Installment Sale Agreement.

Section 605. Release Covenant.

The City releases the Authority from, covenants and agrees that the Authority shall not be liable for, all claims by or on behalf of any person arising from: (1) the conduct or management of, or from any work or thing done in or on, the Project during the Term hereof; (ii) any condition of the Project, (iii) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement; (iv) any act of negligence of the City or of any agents, contractors, servants, employees or licensees of the City or of any lessee or tenant of the City; and (v) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in the Project.

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 701. Events of Default Defined.

The following shall be “events of default” under this Installment Sale Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

(a) Failure by the City to make the Installment Sale Agreement Payments required to be paid under Section 402 hereof at the times specified therein;

(b) Failure by the City to observe and perform any covenant, condition or agreement of this Installment Sale Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the Authority or the Trustee, unless the Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; and

(c) An “event of default” shall have occurred under the Indenture.

Section 702. Remedies on Default.

Whenever any event of default referred to in Section 701 hereof shall have happened and be continuing, the Authority, the Trustee or the Bondholders as provided in the Indenture, may take any one or more of the following remedial steps:

(a) The Authority, the Trustee or the Bondholders may seek the appointment of a receiver for the Project;

(b) The Authority, the Trustee or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Project;

(c) The Authority, the Trustee or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Installment Sale Agreement Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement; and

(d) The Authority, the Trustee or the Bondholders may exercise any remedies provided for in the Indenture or under the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if payment in full of the

outstanding Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the City.

Section 703. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority, the Trustee or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the Trustee or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Trustee and the Bondholders, and the owners of the Series 2024 Bonds and the Trustee shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 704. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII.

PREPAYMENT OPTION OF THE CITY

Section 801. Optional Prepayments.

The City shall have, and is hereby granted the option to prepay all or a portion of the unpaid balance hereunder by taking the actions required by the Indenture (i) to discharge the lien of the Indenture with respect to a maturity or maturities of the Bonds in accordance with Article VIII of the Indenture, or (ii) to effect a redemption, in whole or in part, of the Bonds to the extent permitted by the Indenture.

Section 802. Exercise of Optional Prepayment.

To exercise an option granted in Section 801 hereof, the City shall (i) give written notice to the Authority and the Trustee which, in the event a redemption of Bonds is to be effected, shall be received by the Authority and the Trustee at least fifteen days prior to the date on which the Trustee is required to give notice of such proposed redemption and shall specify thereon (a) the proposed redemption date, (b) the principal amount of the Bonds to be called for redemption, (c) the applicable redemption price or prices, (d) the provision or provisions of the Indenture pursuant to which such Bonds are called for redemption, (e) the maturity or maturities to be redeemed (if less than all of the Bonds are to be redeemed), and (f) any conditions to the effectiveness of such redemption, and (ii) if any Bonds are to be redeemed, furnish to the Trustee a proposed form of notice of redemption of such Bonds.

Upon receipt of a notice furnished pursuant to this Section 802, the Authority and the Trustee as provided in the Indenture, shall forthwith take or cause to be taken all actions necessary under the Indenture to discharge the lien of the Indenture or effect the redemption of Bonds in accordance with such notice, as the case may be.

ARTICLE IX.

MISCELLANEOUS

Section 901. Agreement to Pay Attorneys' Fees and Expenses.

If the City should default under any of the provisions of this Installment Sale Agreement and the Authority, the Trustee or the Bondholders should employ attorneys or incur other expenses for the collection of Installment Sale Agreement Payments or the enforcement or performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority, the Trustee and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Authority, the Trustee and the Bondholders.

Section 902. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 903. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Installment Sale Agreement. The owners from time to time of the Bonds shall be third party beneficiaries hereof and shall have the right to enforce the provisions hereof to the extent and in the manner provided for in the Indenture.

Section 904. Severability.

If any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 905. Amendments, Changes and Modifications.

Except as otherwise provided in this Installment Sale Agreement or in the Indenture, prior to payment in full of all Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Installment Sale Agreement may not be effectively amended, changed, modified, altered or terminated without the requisite concurring written consent of the Bondholders in accordance with the Indenture.

Section 906. Execution in Counterparts.

This Installment Sale Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 907. Captions.

The captions and headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Installment Sale Agreement.

Section 908. Law Governing Installment Sale Agreement.

This Installment Sale Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 909. City a Party to Validation.

The City hereby consents to be a party defendant in the validation proceedings related to the Series 2024 Bonds and covenants and agrees that it shall cooperate with the Authority in validating the Series 2024 Bonds and in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

Section 910. Redemption of Bonds.

The Authority and the Trustee, at the request at any time of the City, shall take all steps that may be proper and necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or part of the then outstanding Bonds as may be specified by the City, on the earliest redemption date on which such redemption may be effected under such applicable provisions or upon the date set for such redemption by the City pursuant to Section 802 hereof. It is understood that all expenses of such redemption shall be paid by the City and not from other funds of the Authority. The Authority shall cooperate with the City in effecting any purchase or redemption of the Series 2024 Bonds.

Section 911. Indemnification.

The City agrees that the Authority (including any person at any time serving as an officer or member of the Authority) and the Trustee shall not be liable for, and agrees to indemnify and hold the Authority (including any person at any time serving as an officer or member of the Authority) and the Trustee harmless (including attorney fees) from: (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Project, (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants contained in this Installment Sale Agreement, (iii) the work done on the Project or the operation of the Project during the term of this Installment Sale Agreement or at any other time, (iv) any willful act or act of negligence of the City or any of its agents, contractors, servants or employees in connection with the use or operation of the Project, (v) any violation of law, ordinance or regulation affecting the Project or any part thereof or the ownership or use thereof (including, without limitation, CERCLA, the Hazardous Materials Transportation Act,

The Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act or any so-called “Super Fund” or “Super Lien” legislation), (vi) any condition of the Project, or (vii) any accident, injury or damage whatsoever caused to any person, firm or corporation, by the Project. In addition, the City agrees to indemnify and hold the Authority (including any person at any time serving as an officer of the Authority) and the Trustee harmless to the fullest extent permitted by law from any losses, costs, charges, expenses, judgments and liabilities incurred by it in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Installment Sale Agreement or the Series 2024 Bonds. If any such claim is asserted, the Authority, any individual indemnified herein or the Trustee, as the case may be, will give prompt written notice to the City and the City will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority and the Trustee shall have the right to approve in writing all counsel engaged by the City to conduct such defense, which approval shall not be unreasonably withheld.

The Authority and the Trustee shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the City shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the City. The City shall not unreasonably withhold its approval of such separate counsel.

The City hereby agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Installment Sale Agreement and the Indenture and/or the resignation or removal of the Trustee.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the City have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

As to the Authority, signed, sealed
and delivered in the presence of:

Witness

Notary Public

My Commission Expires: _____

(Notarial Seal)

**GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

As to the City, signed, sealed
and delivered in the presence of:

Witness

Notary Public

My Commission Expires: _____

(Notarial Seal)

**CITY OF FLOWERY BRANCH,
GEORGIA**

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT “A”

DESCRIPTION OF THE PROJECT

The acquisition, construction, renovation, expansion, and equipping of the existing wastewater treatment facility located within the City of Flowery Branch, Georgia, including (i) the expansion of the existing facility through the construction of a 1,500,000 gallons per day membrane bioreactor treatment system, (ii) the construction of new screening and grit removal, biological treatment basins, membrane filtration system, capable of treating water to near drinking standards prior to discharge, and ultraviolet disinfection (iii) the replacement of existing systems wherever necessary to meet the growing demand caused by the growth of the City of Flowery Branch, and (iv) other capital improvements to the sewer system that the City deems necessary in connection with the renovation and expansion of the wastewater treatment facility.

The site of the existing wastewater treatment facility is described as follows:

All that tract or parcel of land lying and being in Land Lot 117, Eighth Land District, Hall County, Georgia, recorded in Book 863 Page 608 of the property records maintained by the Superior Court Clerk of Hall County, Georgia, conveyed by deed from the United States of America to the City of Flowery Branch, dated October 29, 1984, more particularly described as follows:

Commencing at an iron marker stamped “117-A”, which is 1,557.7 feet S 51° 25’ W of the Northeast corner of said Land Lot 117 on the Southern right-of-way line of Southern Railroad, at a corner of a tract of land owned by the United States of America at Buford Reservoir and at plane coordinate position North 1,520,546.02 feet and E 571,389.67 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence S 70° 53’ W along the Southern right-of-way line of said railroad which is along the boundary of said United States tract 560.6 feet to the POINT OF BEGINNING;

Thence N 70° 53’ E along the Southern right-of-way line of said railroad which is along the boundary of said United States tract 560.6 feet to said iron marker stamped “117-A”;

Thence S 67° 52’ E along the boundary of said United States tract 527.4 feet to a concrete monument stamped “Point on T/L” which is on the Western right-of-way line of Georgia Highway No. 13;

Thence S 30° 35’ W along the Western right-of-way line of said highway a distance of 381.2 feet;

Thence S 51° 36’ W 125.0 feet, more or less, to the contour at elevation 1070 feet above the National Geodetic Vertical Datum;

Thence Northwesterly along the meanders of said contour a distance of 900 feet, more or less, to a point on a line which bears S 02° 32’ E from the point of beginning.

Thence N 02° 32’ W 30.0 feet, more or less, to the point of beginning.

Containing 7.20 acres, more or less, and being a part of Tract D-469 of the Lake Sidney Lanier Project acquired from Mrs. E. M. Wright through condemnation by Civil Action No. 671 filed 5 December 1955 and Final Judgment dated 28 September 1956 in the United States District Court, Northern District of Georgia (Gainesville Division).

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Flowery Branch, Georgia (the “City”) in connection with the issuance of \$_____ in original aggregate principal amount Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024 (the “Series 2024 Bonds” or the “Bonds”). The Bonds are being issued pursuant to a resolution of the Gainesville and Hall County Development Authority (the “Authority”) adopted on June 20, 2024, (the “Bond Resolution”). The City is obligated in effect to pay the debt service on the Bonds under the Intergovernmental Installment Sale Agreement, dated as of July 1, 2024, between the Gainesville and Hall County Development Authority and the City, which Intergovernmental Installment Sale Agreement has been pledged and assigned to secure the Bonds. The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the beneficial owners of the Bonds (the “Bondholders”) and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution and the Trust Indenture securing the Bonds, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the City, or any successor Dissemination Agent designated in writing by the City, and that has filed with the City a written acceptance of such designation. Initially, “Dissemination Agent” shall mean Raymond James & Associates, Inc., Atlanta, Georgia.

“EMMA” shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule as further described in Section 6 hereof.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the City as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto. Currently, the MSRB’s address is:

MSRB
1300 I Street, N.W.
Suite 1000
Washington, DC 20005
Attention: Disclosure

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. **Currently, the sole National Repository is the MSRB, through the operation of EMMA, as provided in Section 13 hereof.**

“Official Statement” shall mean the Official Statement, dated June 20, 2024, prepared by the Authority and the City for use in connection with the issuance of the Bonds.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of Georgia as a state repository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine (9) calendar months after the end of each Fiscal Year, commencing with Fiscal Year ended June 30, 2024, provide to each Repository an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the City shall send a notice to each Repository in substantially the form attached as Exhibit A hereto. If the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as **Exhibit A**.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository (currently just the MSRB) and each State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, notify the City that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories (currently just the MSRB) and each State Repository, to which it was provided.

(d) The City shall promptly file a notice of any change in its Fiscal Year with each Repository.

(e) If the audit report specified in clause (1) of Section 4 hereof is not submitted as part of the Annual Report to each Repository pursuant to Section 3(a) hereof, the City shall, or shall cause the Dissemination Agent to, provide to each Repository such audit report, together with the audited general purpose financial statements to which such audit report relates, when they are available to the City.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(1) the City's general purpose financial statements for the preceding Fiscal Year, which shall be prepared in accordance with generally accepted accounting principles, as applied to government units, as in effect from time to time, with the exception that management's discussion and analysis shall not be required to be included in said general purpose financial statements, and which shall be accompanied by an independent auditor's report, if available at the time of submission of the Annual Report to each Repository pursuant to Section 3(a) hereof, resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants in conformity with generally accepted auditing standards. If such audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement relating to the Bonds, and the audited financial statements, together with the audit report thereon, shall be filed in the same manner as the Annual Report when they become available;

(2) if generally accepted accounting principles have changed since the last Annual Report was submitted pursuant to Section 3(a) hereof and if such changes are material to the City, a narrative explanation describing the impact of such changes on the City; and

(3) tabular information for the preceding Fiscal Year regarding the following categories of financial information and operating data of the City set forth in the Official Statement under the headings "THE CITY--General Fund History," "--General Fund Budget", "--Historical Property Tax Levies and Collections," "--Historic Property Tax Information," "--Tax Rates - Mills," "--Principal Taxpayers," "--Summary of City Debt by Category and Overlapping Debt," "--Limitations on City Debt," and "--Tax Supported Debt Ratios."

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (“Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of the City, any of which affect security holders, if material; and

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) If the City obtains knowledge of the occurrence of a Listed Event, the City shall file, in a timely manner not in excess of ten business days after the occurrence of the event, a notice of such occurrence with each Repository. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(8) (other than tender offers) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the owners of the affected Bonds pursuant to the Bond Resolution. For the purpose of the event identified in subsection (a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U. S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the asset or business of the City.

(c) For the purposes of the events described in subsection (a)(15) and (a)(16), the term “Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

(d) The content of any notice of the occurrence of a Listed Event shall be determined by the City and shall be in substantially the form attached hereto as **Exhibit B**.

Section 6. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Raymond James & Associates, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligor on the Bonds, or type of business conducted by such obligor;

(b) such amendment or waiver does not materially impair the interests of the Bondholders, as determined either by an unqualified opinion of nationally recognized bond counsel filed with the City or by the approving vote of the Bondholders owning more than two-thirds in aggregate principal amount of the Bonds outstanding at the time of such amendment or waiver; and

(c) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances.

If any provision of Section 4 hereof is amended or waived, the first Annual Report containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

If the provisions of Section 4 hereof specifying the accounting principles to be followed in preparing the City's financial statements are amended or waived, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Bondholders to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The City shall file a notice of the change in the accounting principles with each Repository on or before the effective date of any such amendment or waiver.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure

Certificate shall not be deemed an “event of default” or “default” under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities, and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent’s obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the City has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any Annual Report of the City, any audited financial statements of the City, any Listed Events or any other information, disclosures or notices provided to it by the City and shall not be deemed to be acting in any fiduciary capacity for the City, the holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the City’s failure to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the City has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the City at all times.

(b) The City agrees to indemnify and save the Dissemination Agent and its respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the City under this subsection shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(c) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and the Dissemination Agent shall in no event incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the City.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters, and the Bondholders, and shall create no rights in any other person or entity.

Section 13. Filing with MSRB. Notwithstanding anything in this Disclosure Certificate to the contrary, any filing required to be made with a National Repository pursuant to this Disclosure Certificate may be made solely by transmitting such filing to the continuing disclosure service portal provided through the MSRB’s EMMA as provided at <http://www.emma.msrb.org>, or any similar system that is acceptable to the United States Securities and Exchange Commission.

Date: July ____, 2024

CITY OF FLOWERY BRANCH, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

Name of Bond Issue: \$_____ GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF
FLOWERY BRANCH PROJECT), SERIES 2024

Date of Issuance: JULY ____, 2024

CUSIP Numbers:¹ _____

NOTICE IS HEREBY GIVEN that the City of Flowery Branch has not provided a complete Annual Report with respect to the above-named Bonds as required by a resolution of the City adopted on June 20, 2024 (the “City Resolution”). The City anticipates that the information to complete the Annual Report will be filed by _____.

Dated: _____

CITY OF FLOWERY BRANCH

¹ No representation is made as to the correctness of the CUSIP numbers either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

EXHIBIT B

NOTICE OF THE OCCURRENCE OF [INSERT THE LISTED EVENT]

Relating to
\$_____ GAINESVILLE AND HALL COUNTY DEVELOPMENT
AUTHORITY
REVENUE BONDS (CITY OF FLOWERY BRANCH PROJECT), SERIES 2024
CUSIP Numbers:¹ _____

Notice is hereby given that [insert the Listed Event] has occurred. [Describe circumstances leading up to the event, action being taken and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

[Notice of the Listed Events described in Section 5 shall include the following:

The Issuer hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional/extraordinary redemption provisions of said defeased bonds.

OR

The Issuer hereby covenants not to exercise any optional or extraordinary redemption provisions under the Trust Indenture, however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is ____]. This notice does not constitute a notice of redemption and no bonds should be delivered to the Issuer or the Trustee as a result of this mailing. A Notice of Redemption instructing you where to submit your bonds for payment will be mailed _____ to _____ days prior to the redemption date.]

Dated: _____

CITY OF FLOWERY BRANCH

¹ No representation is made as to the correctness of the CUSIP numbers either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consider Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

DATE: June 20, 2024

() RECOMMENDATION

BUDGET INFORMATION:

() POLICY DISCUSSION

(X) STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE:

Consider Adoption of Resolution #24-004 Approving the Issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City. Resolution #24-004 also Approves the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

HISTORY:

The city is in the process of building a new wastewater treatment facility. The total cost is 43.3 million dollars and additional funding is needed to complete the project. Several years ago, the city procured GEFA funding in the amount of 23.3 million, which will partially fund the project.

FACTS AND ISSUES:

The City procured 23.3 million in funding from GEFA, which will partially fund the wastewater treatment facility project. Additional funding is needed to complete the project and the City has determined that the issuance of a \$25 million bond is the most advantageous for the City.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution #24-004 Approving the issuance of the Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Project), Series 2024, to Finance Part of the Costs of the Improvements to the Wastewater Treatment Plant of the City and also Approve the Execution of the Intergovernmental Installment Sale Agreement with the Authority, the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated (the Underwriter for the Sale of the Bonds), and the Continuing Disclosure Certificate in Connection with the Issuance of the Bonds.

DEPARTMENT: Administration

Prepared by: Matthew Hamby



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider Amendment #1 to the Lease Agreement with Baby Bell Candy Apples, LLC. to Extend the Lease for Six Months.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

HISTORY: Baby Bell Candy Apples began its lease agreement with the City of Flowery Branch on September 21, 2023 in the Main Street A Master Condominium Shopping Center. 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 currently has 2 leased tenants in full operation.

FACTS AND ISSUES:

Baby Bell Candy Apples is eager to continue the build-out process. Baby Bell Candy Apples is asking for an extension of the Fixed Rent Commencement date for an additional 6 months.

OPTIONS:

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

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the first amendment to the lease agreement for 5527 Main Street for Baby Bell Candy Apples extending their lease by six months, and to authorize the City Attorney and City Manager to prepare an extension substantially the same as those utilized before for the Mayor's signature.

COLLABORATING DEPARTMENT:

DEPARTMENT: Department of Fun

Prepared by: Shelia Cooper

ATTACHMENTS

- [9.21.2023 Baby Bell Candy Apples, LLC Lease Agreement.pdf](#)
- [Executive_Summary_Baby_Bell_Candy_Apples_First_Amendment.pdf](#)

**FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT
5527 Main Street**

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: Baby Bell Candy Apples, LLC

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

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	September 21, 2023
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	Baby Bell Candy Apples, LLC
E.	TENANT'S TRADE NAME:	Baby Bell Candy Apples
F.	TENANT'S NOTICE ADDRESS:	Gwendolyn Andreka Bell 1087 Liberty Park Drive Braselton, GA 30517
G.	PHONE NUMBER AND EMAIL:	404-661-6538 or 404-434-5283 babybellcandyapple@att.net
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:	Earlier of (i) Tenant opening for business or (ii) four (4) 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):	\$288.52 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$2,622.92
	ADVANCE ADDITIONAL RENT:	\$288.52
	SECURITY DEPOSIT:	\$2,622.92 plus \$288.52
	TOTAL AMOUNT DUE WITH LEASE:	\$2,622.92 + \$288.52 + \$2,911.44
O.	GUARANTORS:	Gwendolyn Andreka Bell and owners having more than 20% interest in Tenant
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:	1,259 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, nor 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 exists 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:

5527 Main Street 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 3.2, 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 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 thirty (30) 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: September 21, 2023

Date: September 21, 2023

LANDLORD: City of Flowery Branch, GA

TENANT: Baby Bell Candy Apples, LLC

Edward R. Asbridge

By: Edward R. Asbridge, Mayor

Gwendolyn Andreka Bell

By: Gwendolyn Andreka Bell, Manager

ATTEST:

Shelia R. Cooper

By: Shelia Cooper, City Clerk

Sworn to and subscribed before me
this 21st day of September 2023.

Nancy Galvan Rodriguez

NOTARY PUBLIC

My Commission Expires: April 1, 2025

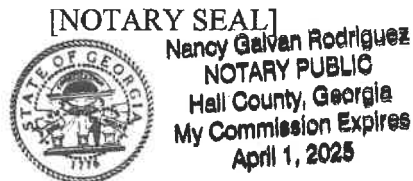


EXHIBIT A
SITE PLAN

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.

5527 Main Street

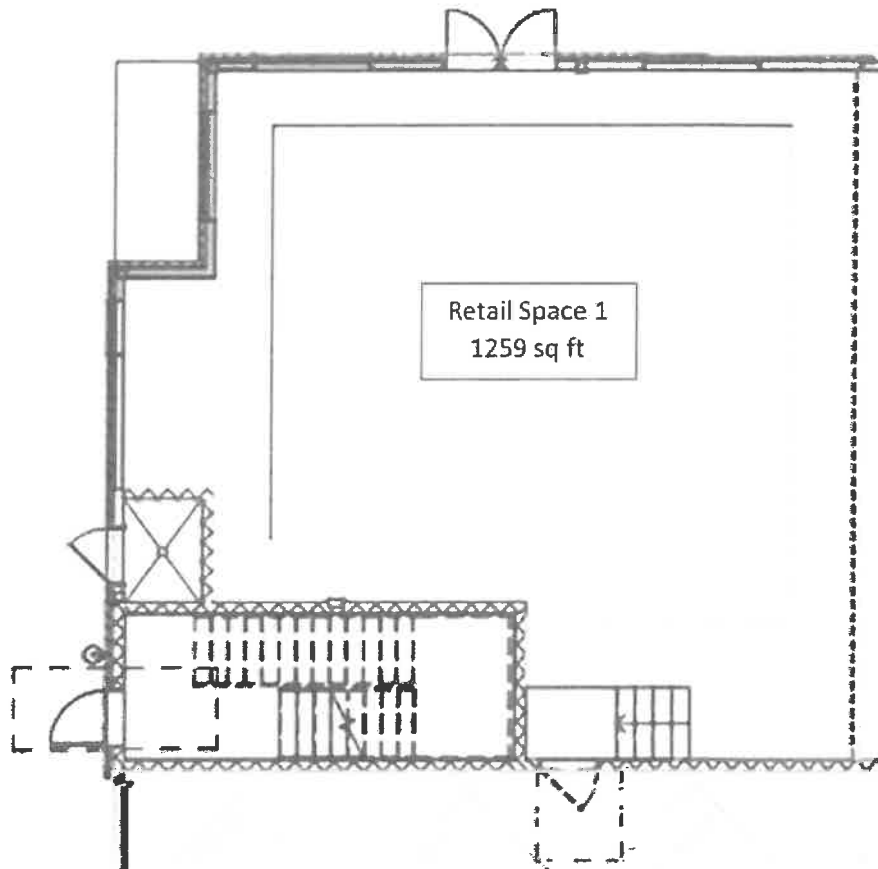


EXHIBIT B
LANDLORD AND TENANT'S WORK

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 installments at the following times: (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 foot walk 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
TENANT:	BABY BELL CANDY APPLES, 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 BABY BELL CANDY APPLES, LLC, (hereinafter called “Tenant”), the undersigned, Gwendolyn Andreka Bell, 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):

GWENDOLYN ANDREKA BELL, INDIVIDUALLY



By: Gwendolyn Andreka Bell, an Individual
Address: 1087 Liberty Park Drive, Braselton GA 30517
Social Security Number: *[Insert]*

Sworn to and subscribed before me
this is 21st day of September 2023.


NOTARY PUBLIC

My Commission Expires:
April 1, 2025

[SEAL]



Nancy Galvan Rodriguez
NOTARY PUBLIC
Hall County, Georgia
My Commission Expires
April 1, 2025

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	\$ 2,622.92	\$ 31,475.00	Full Amount Due Under the Lease
Months 13 - 24	\$ 2,701.60	\$ 32,419.25	Full Amount Due Under the Lease
Months 25 - 36	\$ 2,782.65	\$ 33,391.83	Full Amount Due Under the Lease
Months 37 - 48	\$ 2,866.13	\$ 34,393.58	Full Amount Due Under the Lease
Months 49 - 60	\$ 2,952.12	\$ 35,425.39	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 61 - 72	\$ 3,040.68	\$ 36,488.15	Full Amount Due Under the Lease
Months 73 - 84	\$ 3,131.90	\$ 37,582.80	Full Amount Due Under the Lease
Months 85 - 98	\$ 3,225.86	\$ 38,710.28	Full Amount Due Under the Lease
Months 99 - 110	\$ 3,322.63	\$ 39,871.59	Full Amount Due Under the Lease
Months 111 - 122	\$ 3,422.31	\$ 41,067.74	Full Amount Due Under the Lease

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

**SUBJECT: FIRST AMENDMENT TO LEASE AGREEMENT 5527 MAIN STREET FOR
BABY BELL CANDY APPLES**

DATE: JUNE 20, 2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: JUNE 20, 2024

PURPOSE: The purpose of this agenda item is to request council to amend the original lease agreement with Baby Bell Candy Apples at 5527 Main Street in Flowery Branch, within the Shopping Center on Main Street.

HISTORY: Baby Bell Candy Apples began its lease agreement with the City of Flowery Branch on September 21, 2023 in the Main Street A Master Condominium Shopping Center. 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 currently has 2 leased tenants in full operation.

FACTS AND ISSUES: Baby Bell Candy Apples is eager to continue the build-out process. Baby Bell Candy Apples is asking for an extension of the Fixed Rent Commencement date for an additional 6 months.

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

RECOMMENDED SAMPLE MOTION: I move to approve the first amendment to the lease agreement for 5527 Main Street for Baby Bell Candy Apples extending their lease by six months, and to authorize the City Attorney and City Manager to prepare an extension substantially the same as those utilized before for the Mayor's signature.

DEPARTMENT: Administration

Prepared by: Renee Carden



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consent Termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with Giustino's Deli, LLC. for 5509 Main Street.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

Giustino's Deli began its lease agreement with the City of Flowery Branch on October 5, 2023 in the Main Street A Master Condominium Shopping Center. 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 Giustino's Deli completes the final leased retail spaces.

FACTS AND ISSUES:

Giustino's Deli has requested termination from their current lease agreement with the City of Flowery Branch

OPTIONS:

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

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the termination of the lease agreement at 5509 Main Street with Giustino's Deli, LLC

COLLABORATING DEPARTMENT:

DEPARTMENT: Department of Fun

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Termination of Lease with Giustino's Deli, LLC .pdf
- Giustino_s_Deli__5509_Main_Street_Lease_Agreement.pdf
- Consent Termination of Lease Agreement with Giustino's Deli LLC.pdf

**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: TERMINATE LEASE AGREEMENT FOR 5509 MAIN STREET WITH GIUSTINO'S DELI, LLC

DATE: JUNE 20, 2024

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: JUNE 20, 2024

PURPOSE: The purpose of this agenda item is to request council to cancel the original lease agreement with Giustino's Deli, LLC at 5509 Main Street in Flowery Branch, within the Shopping Center on Main Street.

HISTORY: Giustino's Deli began its lease agreement with the City of Flowery Branch on October 5, 2023 in the Main Street A Master Condominium Shopping Center. 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 Giustino's Deli completes the final leased retail spaces.

FACTS AND ISSUES: Giustino's Deli has requested termination from their current lease agreement with the City of Flowery Branch.

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

RECOMMENDED SAMPLE MOTION: I move to approve the termination of the lease agreement at 5509 Main Street with Giustino's Deli, LLC

DEPARTMENT: Administration

Prepared by: Renee Carden

**FB MAIN STREET
A MASTER CONDOMINIUM
SHOPPING CENTER
LEASE AGREEMENT
5509 Main Street
Flowery Branch, Georgia
LANDLORD: City of Flowery Branch
TENANT: GIUSTINO'S**

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

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	<u>October 5, 2023</u>
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	Giustino's Deli
E.	TENANT'S TRADE NAME:	Giustino's Deli
F.	TENANT'S NOTICE ADDRESS:	Teresa Ali and Angela Santiago 5752 Shore Isle Court Flowery Branch, Georgia 30542
G.	PHONE NUMBER AND EMAIL:	Teresa Ali: 770-826-8684; tali7616@gmail.com Angela Santiago: 312-961-9542; angelamarie1919@yahoo.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:	Earlier of (i) Tenant opening for business or (ii) four (4) 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):	\$370.10 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	\$3,364.58
	ADVANCE ADDITIONAL RENT:	\$370.10
	SECURITY DEPOSIT:	\$3,364.58 plus \$370.10
	TOTAL AMOUNT DUE WITH LEASE:	\$3,364.58 + \$370.10 + \$3,734.68
O.	GUARANTORS:	Teresa Ali, Angela Santiago and owners having more than 20% interest in Tenant
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:	1,615 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 three (3) periods 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 or Renewal Term. 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, nor 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 exists 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:

5509 Main Street consisting of approximately 1,615 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 3.2, 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 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 thirty (30) 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: October 5, 2023

Date: October 5, 2023

LANDLORD: City of Flowery Branch, GA

TENANT: Giustino's Deli

Edward R. Asbridge

By: Edward R. Asbridge, Mayor

Angela Santiago

By: Teresa Ali/Angela Santiago

ATTEST:

Shelia R. Cooper

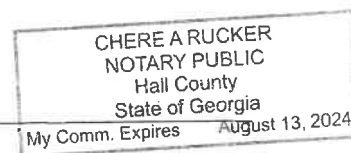
By: Shelia Cooper, City Clerk

Sworn to and subscribed before me
this 5TH day of OCTOBER, 2023.

[Signature]

NOTARY PUBLIC

My Commission Expires:



[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.

5509 Main Street

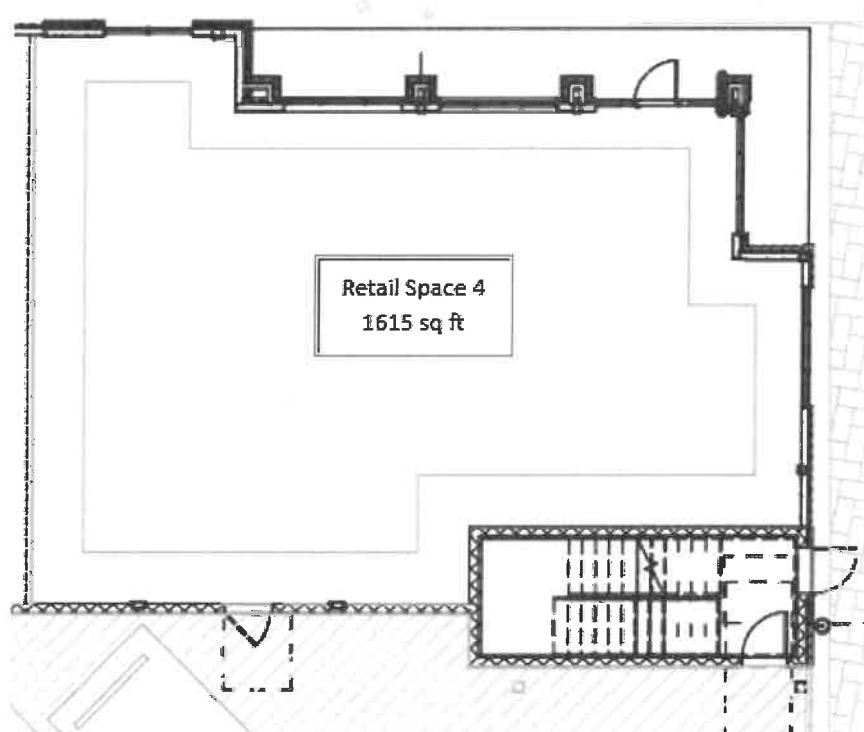


EXHIBIT B

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 Eighty Thousand, Seven Hundred Fifty and No/100 Dollars (\$80,750.00) 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 installments at the following times: (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 foot walk 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 properly 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
TENANT:	GIUSTINO'S DELI
LEASE DATE:	October 5, 2023

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 GIUSTINO’S DELI, (hereinafter called “Tenant”), the undersigned, THERESA ALI AND ANGELA SANTIAGO, individuals, (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):

TERESA ALI, INDIVIDUALLY



By: Teresa Ali, an Individual
Address: 5752 Shore Isle Court
Flowery Branch, GA 30542
Social Security Number: *[Insert]*

ANGELA SANTIAGO, INDIVIDUALLY



By: Angela Santiago, an Individual
Address: 5752 Shore Isle Court
Flowery Branch, GA 30542
Social Security Number: *[Insert]*

Notary Signature continued on next page

Sworn to and subscribed before me
this is 5th day of OCTOBER, 2023.



NOTARY PUBLIC

My Commission Expires:

[SEAL]

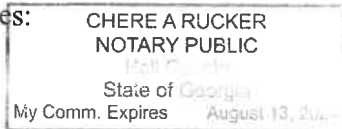


EXHIBIT G
RENT SCHEDULE

STATE OF GEORGIA

COUNTY OF HALL

CONSENT TERMINATION OF LEASE AGREEMENT

WHEREAS, the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and Giustino's Deli (hereinafter referred to as "Tenant"), entered into the FB Main Street, a Master Condominium Shopping Center Lease Agreement, dated October 5, 2023, ("Lease Agreement"), wherein Landlord leased to Tenant 1,615 square feet of space, 5509 Main Street, Flowery Branch, Georgia (the "Demised Premises").

WHEREAS, Landlord and Tenant entered into a First Amendment to Lease Agreement dated April 18, 2024; and

WHEREAS, due to several circumstances, Landlord and Tenant have determined that it is in the best interests of the parties to terminate the existing Lease Agreement;

NOW THEREFORE, Landlord and Tenant hereby agree to terminate that certain Lease Agreement dated October 5, 2023, as amended April 18, 2024 as referenced above and agree that each party shall have no further responsibilities or obligations pursuant to said Lease Agreement.

Signatures Next Page

SO AGREED, this __ day of _____, 2024.

LANDLORD: CITY OF FLOWERY BRANCH,
GEORGIA

Edward R. Asbridge, Mayor

ATTEST:

TENANT: GIUSTINO’S LLC d/b/a GIUSTINO’S DELI

By: _____

Sworn to and subscribed before me this
____ day of _____, 2024.

My Commission Expires:



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance Number 717 Conditionally Allowing Micro-Breweries and Micro-Distilleries in the Central Business District (CBD) .

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

City Council requested the micro-brewery and micro-distillery uses to be added as a conditional uses in the CBD.

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted

SAMPLE MOTION:

I make a motion to approve the first read of ordinance number 717 .

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [FB Zoning Micro-breweries and distilleries 6 17 24.pdf](#)
- [ES -Alcoholic Bevs Ordinance.pdf](#)

ORDINANCE NO. 717

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO ALLOW MICRO-BRWERIES AND MICRO-DISTILLERIES TO BE LOCATED IN THE CBD ZONING DISTRICT BY VIRTUE OF THE GRANTING OF A CONDITIONAL USE PERMIT BY CITY COUNCIL, TO PROVIDE FOR DEFINITIONS, TO CLARIFY THE LOCATIONS WHERE PACKAGE STORES AND GROWLERS MAY BE LOCATED BY RIGHT, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Section 2.1 of Article 2 of the Zoning Ordinance provides definitions for certain uses; and

WHEREAS, Article 9 of the Zoning Ordinance of the City of Flowery Branch includes use Table 9.1; and

WHEREAS, the City Council wishes to clarify where certain establishments serving or manufacturing alcoholic beverages may be located; and

WHEREAS, the City Council held a public hearing at the meeting of June 20, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding this ordinance, 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. DEFINITIONS.

Section 2.1 of Article 9 of the Zoning Ordinance is hereby amended by inserting or replacing the following terms to be included alphabetically:

Micro-brewery: means an establishment where malt beverages are made, produced, or bottled and malt beverages are sold to individuals on the brewer's licensed premises for personal use on and off premises under the terms and conditions of state law and this code.

Micro-distillery: means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits and distilled spirits are sold on the distiller's licensed premises for personal use on an off premises under the terms and conditions of state law and this code.

Brew Pub: means an eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises and solely in draft form.

Brewery or Distillery: means an establishment for the manufacture of malt beverages or distilled spirits where such products are not sold for consumption on the premises.

SECTION 2. RESTATEMENT.

Table 9.1 of Article 9 of the Zoning Ordinance of the City of Flowery Branch relating to permitted and conditional uses in nonresidential zoning districts is hereby restated, and adopted to allow for micro-breweries and distilleries to be located in the CBD district by virtue of the granting of a Conditional Use Permit, to allow that Brew Pubs may be located in the same zoning districts as restaurants excluding drive-throughs, namely by right in NS, HB, CBD, M-1, M-2 and by Conditional Use Permit in INST, to clarify that package stores may be located by right in HB, and to clarify that growlers may be located by right in HB and CBD so that Table 9.1 shall read as follows:

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts

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

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brew Pub	X	C	P	P	P	P	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Section 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	C	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	X	P	P
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Continuing care retirement community	C	P	X	P	C	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	X	C	X	X	X
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	X	C	C
Day care center serving 18 persons or more	X	P	C	P	X	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	P	P	X	X	P	X	X
Dwelling, single-family detached, condominium	P	P	X	X	P	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	X	P	X	X
Dwelling, multi-family	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Dwelling, two-family (duplex)	C	C	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	X	X	X	X	X	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	X	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	C	P	P
Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	C	X	P	P
Gas tank sales	X	X	X	C	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	X	X	X
Growler	X	X	X	P	P	X	X
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	C	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
Kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	X	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	C	X	P	P
Machine shop	X	X	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Manufactured home, "Class A"	X	X	X	X	X	X	X
Manufactured home other than "Class A"	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P
Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro-brewery	X	X	X	X	C	X	X
Micro-distillery	X	X	X	X	C	X	X

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Mixed use building or development	C	X	P	P	P	C	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	C	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P
Package store	X	X	X	P	X	X	X
Parking deck or structures, on-site or off-site	C	C	X	P	C	C	C
Parking lot, off-site	P	P	P	P	C	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	X	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	X	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	X	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	C	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	P	X	C	C
School, public	P	P	X	X	X	X	X
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	C	X	P	P
Service and fuel-filling station	X	X	X	P	X	P	P
Showroom	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X
Taxi cab and limousine service	X	X	X	X	X	X	X
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	X	P	P
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	X	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P

SECTION 3. 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 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be _____, 2024.

SECTION 5. REPEALER.

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

Approved this ____ day of _____ 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance Number 717 amending the city code of the City of Flowery Branch to allow for micro-breweries and micro-distilleries.

DATE: June 17, 2024

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

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

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: Amend the alcoholic beverage code to allow for micro-breweries and micro-distilleries.

HISTORY: Changes to state law in the last few years have allowed for new business models in the alcoholic beverage establishment market. Among these new models are smaller breweries and distilleries that manufacture their own malt beverages or distilled spirits they are allowed to sell to individuals for personal use both in containers and for consumption on the premises.

FACTS AND ISSUES: Adoption of this ordinance would allow for the licensing of micro-breweries and micro-distilleries in the city limits. A companion ordinance making changes to the City's zoning code would allow these establishments to be located in the Central Business District if granted a Conditional Use Permit by City Council. These establishments are exempt from the food sale requirement and thus may warrant close monitoring to ensure they maintain the friendly and safe atmosphere typically marketed by such businesses.

OPTIONS:

- 1) Approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
 - 2) Do not approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
-
-

RECOMMENDED SAMPLE MOTION:

I move to approve the first read of Ordinance Number _____ adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

DEPARTMENT: Legal

Prepared by: Ted Baggett



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance Number 718 which Considers Changes to Chapter 8 of the Flowery Branch City Code.

COUNCIL MEETING DATE: June 20, 2024

HISTORY:

FACTS AND ISSUES:

This ordinance updates, replaces, and readopts chapter 8 to provide for licensing of micro-breweries and micro-distilleries in Flowery Branch.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

SAMPLE MOTION:

I move to approve the first read of Ordinance Number 718 adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Flowery Branch alcoholic beverages ordinance 6 17 24.pdf](#)
- [ES -Alcoholic Bevs Ordinance \(717 & 718\).pdf](#)

STATE OF GEORGIA
CITY OF FLOWERY BRANCH

ORDINANCE NO. 718

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF FLOWERY BRANCH, GEORGIA FOR THE PURPOSE OF AMENDING CHAPTER 8 OF THE FLOWERY BRANCH CITY CODE RELATING TO ALCOHOLIC BEVERAGES; TO UPDATE, REPLACE, AND READOPT SAID CHAPTER; TO PROVIDE FOR THE LICENSING OF MICRO-BREWERIES AND MICRO-DISTILLERIES; TO PROVIDE FOR SEVERABILITY, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER LAWFUL PURPOSES.

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

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

SECTION ONE

Chapter 8 of the Flowery Branch City Code is hereby replaced in its entirety and is replaced by Exhibit “A”, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO

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 THREE

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

So ordained and adopted this ____ day of _____, 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney

EXHIBIT A TO ORDINANCE NO. _____

Chapter 8 ALCOHOLIC BEVERAGES

ARTICLE I. GENERALLY

Sec. 8-1. Sale of alcoholic beverages.

- (a) Alcoholic beverages may be manufactured or sold within the incorporated areas of the City of Flowery Branch under a license granted by the city council as governed by the terms and conditions hereafter provided.
- (b) All licenses issued hereunder shall be a mere grant or privilege to carry on the business during the term of the license subject to all terms and conditions imposed by the City of Flowery Branch and State of Georgia law.
- (c) All licenses hereunder shall have printed on the front these words: "THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BEING REVOKED AND ANNULLED AND IS SUBJECT TO ANY FUTURE ORDINANCES WHICH MAY BE ENACTED."
- (d) Any holder of a license issued hereunder shall apply for and obtain any necessary alcoholic beverage license from the State of Georgia before any manufacture or sales commence.
- (e) In addition to the rules and regulations set out in this chapter, each licensee under this chapter shall comply with all statutory laws of the State of Georgia, all federal statutory laws, and all rules and regulations of the state revenue commissioner relating to the manufacture and sale of malt beverages, distilled spirits and/or wine in Georgia; and any violation of same shall subject said licensee to suspension or revocation of his license and also may subject said licensee to criminal prosecution by the proper authority as provided by law and the ordinances of the City of Flowery Branch, Georgia.

Sec. 8-2. Definitions.

The definitions set forth in O.C.G.A. § 3-1-2 ("Alcoholic Beverages—General Provisions—Definitions"), shall be effective as definitions of the words, terms and phrases used in this chapter. All words, terms and phrases used herein, other than those specifically defined elsewhere in this chapter, shall have the respective meanings ascribed to them in O.C.G.A. § 3-1-2, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 3-1-2.

Agent means the person designated by the licensee in his application for permit to sell alcoholic beverages by the drink.

Alcohol means ethyl alcohol, hydrated oxide of ethyl or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Amenity permit means an authorization granted by the city for a non-eating establishment to offer alcoholic beverages as an act of hospitality, where it is clearly a secondary function of the business.

Authorized catered function means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration, and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this section.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term does not include sake, known as Japanese rice wine.

Brew pub means an eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises and solely in draft form.

Brewery means an establishment where malt beverages are made, produced, or bottled but are not sold for consumption on the premises.

Building code means and includes all building, plumbing and electrical codes and any other similar technical code of the city.

Police chief means the clerk of the City of Flowery Branch, Georgia or his designee.

Church means any permanent, primary building set apart for the regular assembly of religious worship.

College means only such state, county, city, church or other colleges that teach the subjects commonly taught in the common colleges of this state and shall not include private colleges where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Distance means the measurement in linear feet from the front entrance of the proposed structure to the nearest structural wall of the private residence, church, school college classroom or alcohol treatment center along the nearest practical street route.

Distilled spirits or spirituous liquor means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume including, but not limited to, all fortified wine and including all porter, brown, stout, lager beer, shall beer and strong beer.

Distillery means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits but are not sold for consumption on the premises.

Eating establishment means any public place, including a place available for rental by the public selling prepared food for consumption by the public on the premises with a full-service kitchen, prepared to serve food every hour they are open and deriving at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

Election day means that period of time beginning with the opening of polls and ending with the closing of polls.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added.

Gender, for convenience in construction, the masculine pronouns "he" or "his" may be sometimes used; however, such usage shall, where appropriate, imply the feminine gender and may be construed as "she," "hers" or any other feminine usage as may be necessary.

Governing authority means the city council of the City of Flowery Branch.

Growler means a bottle made of glass or other material customary to the industry provided that the bottle is capable of being sealed with a screw cap and then sealed with a plastic collar over the screw for the purpose of complying with open container laws.

Hotel or motel means a building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and guest whether transient permanent or residential. Hotels and motels shall have the privilege of granting franchises for the operation of a lounge or restaurant in their premises and the holder of such franchise shall be included in the definition of hotel thereunder.

Indoor commercial recreational establishment is limited to an establishment regularly serving prepared food, with a full-service kitchen, prepared to serve food every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or food and recreation activities; and wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises. The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally meaning a use that attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theaters, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of alcoholic beverages be permitted in an outdoor commercial recreational establishment. Bingo parlors, dance halls, nightclubs, taverns, billiard parlors, video arcades, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments.

License means the authorization by the city to engage in the service or sale of alcoholic beverages as described in this chapter.

Licensee means the individual to whom a license is issued or in the case of a partnership, corporation or limited liability company, all partners, officers, directors and members of said partnership, corporation or company.

Liter means a metric measurement currently used by the United States.

Lounge means a separate room connected with a part of and adjacent to a restaurant as defined herein with all booths, stools and tables being unobstructed and open to view. All lounges shall be air conditioned and have a seating capacity of at least 20.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. Manufacturer also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying or blending any distilled spirits; and
- (2) In the case of malt beverages, a brewer.

Micro-brewery means an establishment where malt beverages are made, produced, or bottled and malt beverages are sold to individuals on the brewer's licensed premises for personal use on and off premises under the terms and conditions of state law and this code.

Micro-distillery means an establishment where distilled spirits are made, produced, bottled, distilled, rectified, or blended with other distilled spirits and distilled spirits are sold on the distiller's licensed premises for personal use on an off premises under the terms and conditions of state law and this code.

Minor means any person below the age at which alcoholic beverages may be legally purchased in Georgia.

Package means any bottle, can, keg, barrel or other original consumer container. Retail package alcoholic beverages shall include all alcoholic beverages in their original container, sold at retail to the final consumer, and not for resale.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary or other group or combination acting as a unit, body politic, or political subdivision, whether public, private or quasi-public.

Pouring permit means an authorization granted by the city to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed as a retail consumption dealer.

Premises means the space or area owned, leased and/or controlled by the licensee and used by him for the purposes of operating under the license; except that in the case of hotels and motels, "premises" shall include only the portion of the property where alcoholic beverages are sold; except further, that in the case of private clubs, "premises" shall include any swimming pool which is in the immediate vicinity of the main building of the private club and which is open to members only and their guests and not the general public. Said swimming pool must have a minimum of 2,500 square feet of water surface and with required lifeguards. Premises is further defined as

one physically identifiable place of business consisting of one room, or two or more contiguous rooms operating under the same trade name, ownership, or management; provided nothing herein shall require additional licenses for service bars, or portable bars used exclusively for the purpose of mixing or preparing drinks when such bars are accessible only to employees of the licensed establishment and from which drinks are prepared to be served in the licensed premises.

Private club means any non-profit association organized under the laws of the State of Georgia complying with Internal Revenue Code section 501; and

- (1) Has been in existence at least one year prior to its filing of an application for a license to be issued according to this article;
- (2) Has a least 75 regular dues paying members;
- (3) Owns, hires or leases a building or space within a building for the reasonable use of its members, which building is equipped with suitable kitchen and dining room space and equipment and is staffed with a sufficient number of employees for cooking, preparing and serving meals for its members and guest; and
- (4) Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation any profits from the sale of alcoholic beverages beyond a fixed salary.

Private residence means a house or dwelling wherein not less than one nor more than three families customarily reside and shall not include a mobile home, a boarding house where there are five or more boarders or roomers, or any residence which has been unoccupied for a period of six consecutive months immediately prior to the filing of an application.

Registered agent means a natural person residing in the City of Flowery Branch or Hall County who is empowered to act for and represent the licensee in all matters with the City of Flowery Branch relating to an establishment licensed or making application for a license to sell alcohol upon whom any process, notice or demand required or permitted by law or under this article may be served. The registered agent may be the licensee if the qualifications set forth in this chapter are met.

Residence means the act or fact of living or regularly staying at or in some place for the discharge of a duty or the enjoyment of a benefit or the place where one actually lives as distinguished from his domicile or place of temporary sojourn.

Resident means a person whose primary residence is within the territorial limits of Hall County, Georgia.

Restaurant shall mean any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment, air conditioned, with employees there in a sufficient number and kind to prepare, cook and serve suitable food for its guests. At least one meal per day shall be served at least six days per week, with the exception of holidays, vacations and periods of remodeling and the serving of meals shall be the principal business conducted (deriving at least 40 percent of its annual gross food and beverage sales from the sale of prepared meals or food), with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto. A restaurant shall provide at least 55 seats for customers.

Retail means retail sales packaged to go and not for consumption on the premises.

School means only such state, county, city, church or other schools that teach the subjects commonly taught in the common schools of this state and shall not include private schools providing primarily daycare or where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Wine means any alcoholic beverage containing not more than 21 percent alcohol made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverage, vermouths, special natural wines, rectified wines and like products. The term "wine" does not include cooking wine mixed with salt or other

ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

Sec. 8-3. Penalties.

Any person who violates any provisions of this chapter, may upon conviction, be punished as set forth in section 1-12, unless a different penalty is set forth in this chapter. No such penalty shall prevent the city from suspending or revoking any license issued under this chapter, and any person violating any of the provisions of this chapter may, in addition to the other penalties and liabilities provided for herein, have his license or permit revoked as provided for herein.

Secs. 8-4—8-20. Reserved.

ARTICLE II. LICENSING

DIVISION 1. GENERALLY

Sec. 8-21. Unauthorized sale or delivery prohibited.

It is unlawful for any person to serve, manufacture, sell or possess for the purpose of sale any alcoholic beverages where the person does not have a license or permit from the city to serve, manufacture, sell or possess for sale alcoholic beverages, or to manufacture, sell or make deliveries beyond the boundaries of the premises covered by the license.

Sec. 8-22. Distance requirements.

- (a) No person, knowingly and intentionally, may sell or offer to sell:
 - (1) Any distilled spirits in or within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds or college campus;
 - (2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus or college campus;
 - (3) Any alcoholic beverages within 100 yards of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein;
 - (4) Any alcoholic beverages within 100 yards of any housing authority property.
- (b) As used in this section, the term "school building" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of the State of Georgia and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b).
- (c) As used in this section, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by the Housing Authorities Law of the State of Georgia.
- (d) No person, knowingly and intentionally, may sell or offer to sell any packaged distilled spirits within a distance of 2,600 feet of any business licensed to sell package distilled spirits unless other such business is a hotel.

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- (e) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - (1) From the front door of the structure from which alcoholic beverages are sold or offered for sale;
 - (2) In a straight line to the nearest public sidewalk, walkway, street, road or highway;
 - (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
 - (4) To the front door of the church building, or to the nearest portion of the school grounds, whichever is applicable.
 - (f) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance codified in this chapter shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of said location be denied a new license based upon the measurements set forth in this section.
 - (g) As to any location licensed in the future, if the distance requirements herein are met at the time of issuance of any license, the subsequent opening and operation of a church or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property. However, notwithstanding any other provisions of this section and chapter, said use shall not be reestablished after discontinuance of 12 months, unless it shall meet the requirements of subsection (a).

Sec. 8-23. Separate license.

A separate application must be made for each license location sought by the applicant.

Sec. 8-24. Application for new license in existing license location.

An application for a new license in an existing license location shall meet and qualify under all requirements of this chapter for granting of a new license.

Secs. 8-25—8-40. Reserved.

DIVISION 2. APPLICATION

Sec. 8-41. Contents; guidelines.

- (a) All persons desiring to serve, manufacture or sell alcoholic beverages shall make application on a form prescribed by the police chief.
- (b) In the case of a limited liability company, the applicant(s) shall be the member(s) who own(s) at least 20 percent of the company or if no member owns 20 percent of the company, then the managing member or the member with the greatest ownership shall be the applicant.
- (c) In the case of a partnership, the applicant(s) shall be the partner(s) who own at least 20 percent of the partnership or if no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership shall be the applicant.
- (d) In the case of a corporation, the manager of the proposed licensed premises shall be the applicant.
- (e) The application shall include, but not be limited to:
 - (1) The name, address and length of residency of the applicant;
 - (2) The proposed business to be carried on;

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- (3) If a limited liability company, the name and address of the member(s) and the name and address of any person owning 20 percent of the company; if no member of the company owns 20 percent, the name and address of the member with the greatest ownership;
 - (4) If a partnership, the name and address of the partners and the name and address of any person owning 20 percent of the partnership; if no partner owns 20 percent, then the partner with the greatest ownership;
 - (5) If a corporation, the name and address of the manager(s), and the name of all shareholders holding more than 20 percent of any class of corporate stock;
 - (6) The name and address of the registered agent;
 - (7) The name and address of the manager;
 - (8) A statement of the applicant's financial condition;
 - (9) Evidence of ownership of the building, a copy of the lease if the applicant is leasing the building, a copy of a purchase contract if the applicant is in the process of purchasing the building, or a copy of a contract demonstrating the applicant has exclusive control over the premises from which the alcoholic beverages will be manufactured or sold; and
 - (10) Detailed plans of the building and outside premises where the business will be located.
- (f) All applicants shall furnish such additional data, fingerprints, financial responsibility, survey, survey affidavit, scaled drawings, business records and other information as required by the police chief or his designee, to ensure compliance with the provisions of this chapter and any other provisions of state or local law. Fingerprinting required hereunder shall be by a participating Georgia Application Processing Service, which shall forward said fingerprints to the GBI/GCIC or any other designated agent of the city for a background check to be performed. Surveys or survey affidavits must be prepared by a registered land surveyor. Failure to furnish any of the information as requested hereunder shall automatically serve to dismiss the application with prejudice.
- (g) All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths. The making of any untrue or misleading statement in the application for a license hereunder shall be cause for the denial, suspension or revocation of such license.
- (h) All applications shall be accompanied either by lawful money of the U.S., or by a certified check or cashier's check, payable to the City of Flowery Branch, Georgia, for the proper amount of the license fee.

Sec. 8-42. Notice of intention to secure a retail dealer license.

- (a) No application for a retail dealer license for the sale of distilled spirits shall be acted upon until after the applicant has published in the newspaper which publishes the legal advertisements for the city a notice of his intention to secure a retail dealer license. Such notice shall be published at least once during the 30 days immediately preceding the application for a license. Such notice shall be in large bold face type and state:
- (1) The type of license for which application has been filed;
 - (2) The exact location of the place of business for which a license is sought;
 - (3) The names and addresses of each owner of the business;
 - (4) If the applicant is a company, the names and titles of all members;
 - (5) If the applicant is a partnership, the names and titles of all partners; and
 - (6) If the applicant, member or partner is a corporation, the names and titles of all corporate officers.
- (b) Proof of publication of the notice required by this section shall be attached to an application for a license for a retail dealer license.
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- (c) An applicant for a renewal license shall not be subject to the notice requirements of this section.

Sec. 8-43. Withdrawal of application; partial refund.

Any application made pursuant to this chapter may be withdrawn by the applicant at any time. If the applicant withdraws the application before a license is issued, 95 percent of the license fees deposited will be refunded.

Sec. 8-44. Denial.

- (a) The police chief shall provide written notice to any applicant whose application is denied under the provisions of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and shall advise the applicant of the right to appeal under the provisions of this chapter.
- (b) In all instances in which an application has been denied, the applicant will be refunded 95 percent of the license fees deposited.
- (c) Any applicant denied a license shall be prohibited from applying for another license for a period of one year from the filing date set forth on the application. Any partnership, limited liability company, corporation, trust or other entity in which an individual applicant is a member, shareholder, director or officer, or in which such entity acts as a surrogate for such applicant, shall also be subject to the prohibition contained in this subsection.

Secs. 8-45—8-50. Reserved.

DIVISION 3. LICENSING QUALIFICATIONS

Sec. 8-51. Age, citizenship and residency requirements.

No license to serve, manufacture or sell alcoholic beverages shall be granted to any person, partnership or limited liability company unless the person or all partners or members shall be at least 21 years of age, a resident of the United States or an alien lawfully admitted for permanent residence, and a resident of the State of Georgia. In the event a corporation should be an applicant, said corporation shall be a Georgia corporation or registered to do business in the State of Georgia.

Sec. 8-52. Limited liability company, partnership or corporation.

- (a) If the applicant is a limited liability company, partnership or corporation, the provisions of this division shall be applicable to all its members, partners, officers, and majority stockholders. The police chief may decline to issue a business license when any person having any ownership interest in the operation of the place of business or control over the place of business does not meet the same character requirements set forth in this article.
- (b) In the case of a limited liability company, the license will be issued to all members owning at least 20 percent of the company or if no member owns 20 percent of the company, then the managing member or the member with the greatest ownership will be licensed.
- (c) In the case of a partnership, the license will be issued to all partners owning at least 20 percent of the partnership or if no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed.
- (d) In the case of a corporation, the manager of the proposed licensed premises must be qualified to obtain a license and must make a sworn statement of these qualifications.

Sec. 8-53. Prohibited interests.

It shall be unlawful for any person to hold an alcoholic beverage license who also has any direct financial interest in any wholesale alcoholic beverage business. It shall be unlawful for the holder of any alcoholic beverage license to accept or receive financial aid or assistance from the holder of any alcoholic beverage manufacturer's or wholesale dealer's license.

Sec. 8-54. Prior criminal record.

- (a) No person, limited liability company, partnership or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the police chief that such person, members, partners, or officers and directors of the corporation have not been convicted or plead guilty or entered a plea of nolo contendere, and have been released from parole or probation, to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of ten years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that the applicant, nor any of the other owners of the establishment, have been convicted or has pleaded guilty or entered a plea of nolo contendere and have been released from parole or probation to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of ten years immediately prior to the filing of such application. Should any applicant, member, partner, or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving while under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, any tax law violation, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime, the license shall be immediately revoked and cancelled.
- (b) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within ten years prior to the filing of application for such license.

Sec. 8-55. Previous revocation or denial.

Each applicant shall not have had a license to sell alcoholic beverages revoked by any jurisdiction for violation of its laws or its rules within a period of five years immediately preceding the filing of such application.

Sec. 8-56. Adequate participation.

A license may be denied to any applicant where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended to be a mere surrogate for a person who would not otherwise qualify for a license for any reason whatsoever.

Sec. 8-57. Character; reputation.

All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks or other employees shall be of like character. Limited liability company, partnership or corporate applicants shall be of good business reputation.

Sec. 8-58. Full disclosure of participation.

- (a) No person shall have, own or enjoy any ownership, interest in, share in the profits from, or otherwise participate in the business of any alcoholic beverage licensee in the city unless a full description of such interest shall have been furnished the police chief at the time such interest arose. It shall be the duty of the licensee to report to the police chief, within five days, any change in any interest in such licensee's business including, but not limited to:
 - (1) Any division of the profits;
 - (2) Any division of net or gross sales for any purpose whatsoever;
 - (3) Any change in the payment of rents or leases;
 - (4) Any change in the ownership of any lease of building or land used in such business;
 - (5) Any change in the ownership of any limited liability company, partnership, or corporation that has any interest in such business or the change of management of such limited liability company, partnership or corporation.
- (b) After receipt of such notice, the police chief shall notify such person within a reasonable time of any objection to the ownership or interest set forth therein, and it shall then be incumbent upon such person to dispose of such interest within 30 days after the mailing of the notice to do so by the police chief to such person at his address as shown on such notice of interest.
- (c) The report required by this section shall be in a form required by the city and shall be an amendment to the licensee's permanent license application on file with the city and as such shall be under oath and verified as otherwise required of license applications.

Sec. 8-59. Payment of taxes and other debts to the city.

No license shall be issued to any person, limited liability company, partnership or corporation that owes any tax, fee, assessment, charge or other such monies to the city until all such monies are paid in full.

Sec. 8-60. Completed building.

No alcoholic beverage license shall be issued to any person unless the building in which the business will be located is completed and an occupancy permit for this premise to be licensed has been issued by the city. The completed building and land use shall comply with the Code of the City of Flowery Branch, the Flowery Branch Zoning Ordinance and the Flowery Branch Subdivision Ordinance, and the regulations of the State of Georgia.

Sec. 8-61. Completion of proposed licensed premises.

If the building in which an applicant for a license proposes to operate under the provisions of this chapter is not, at the time of application for the license, in existence, or not yet completed, a license may be issued for the location provided the plans and specifications for the proposed building are filed with the police chief, and show clearly a compliance with the provisions of this article and other applicable provisions of this code. No sales of alcoholic beverages shall be allowed in the establishment until the building has been completed in accordance with

the plans and specifications and in conformity with all other provisions of this code, as well as appropriate building codes, and a certificate of occupancy has been issued for the building.

Sec. 8-62. License fees.

- (a) Before a license shall be issued, each applicant shall pay a license fee in accordance with the scale fixed by resolution of the city council.
- (b) Any person who is doing business or begins to do business at any time after the first day of January and before the first day of April shall pay the full license fee. Any person who begins to do business on or after the first day of April and before the first day of July will pay three-quarters of the license fee. Any person who begins business on or after the first day of July and before the first day of October shall pay one-half the license fee. Any person who begins doing business the first day of October and before the first day of the year shall pay one quarter of the license fee.
- (c) No license fee or any portion thereof will be refunded after a license has been issued.

Secs. 8-63—8-80. Reserved.

DIVISION 4. LICENSE

Sec. 8-81. License to be exhibited.

The city issued alcoholic beverage license shall at all times be kept plainly exposed to view, to the public, at the place of business for which the same was issued.

Sec. 8-82. Posting of signs.

All holders of a city issued alcoholic beverage license shall post signs in a conspicuous location in their place of business which read as follows:

"It is against the law for a person under the age of 21 to have in his or her possession or under his or her control any alcoholic beverage. It is also a violation of the law for such a person to misrepresent his or her age in any manner for the purpose of obtaining any alcoholic beverages. Any person who conspires, aids, abets or assists any other person under the age of 21 to obtain an alcoholic beverage shall be guilty of violating these provisions." (O.C.G.A., § 3-3-24.2)

"Warning: Drinking alcoholic beverages during pregnancy can cause birth defects."

Sec. 8-83. Transferability.

- (a) No alcoholic beverage license may be transferred from one person to another or from one location to another except as otherwise provided in this section.
- (b) In case of the death of any person owning a license, the license may be transferred to the administrator, executor or personal representative of the deceased person, or the lawful heirs of the deceased person, if such heirs make application and meet all of the other qualifications contained in this chapter. The license of such deceased person shall be held by the administrator, executor or personal representative of such deceased person only for the time necessary to complete execution of the estate and dispose of the license or interest therein, but in no event beyond the expiration of the license, unless renewed in accordance with this chapter.

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- (c) In the event of the bankruptcy or in the event that any applicant shall have a receiver appointed by any court of competent jurisdiction, such license shall be transferable to such receiver or trustee in bankruptcy for such period of time as may be granted by the police chief for the proper liquidation of such assets and stock and goods of alcoholic beverages.
 - (d) Nothing in this section, however, shall prohibit one or more of the members of a limited liability company or the partners of a partnership holding a license to withdraw from the limited liability company or partnership and to assign his interest in such limited liability company or partnership to one or more of the members or partners who were members or partners at the time of the issuance of the license. Such a withdrawal shall not, however, serve to bring any new ownership into the limited liability company or partnership.
 - (e) This section shall not prohibit transfer of stock to persons who held more than ten percent of any class of stock in the corporate ownership at the time of issuance of the license.
 - (f) A change of location with no change in ownership shall be allowed for any license under this article provided the licensee files with the police chief the following information on the new location:
 - (1) Proof of planning and zoning compliance;
 - (2) Proof of building code compliance;
 - (3) A legal description of the property upon which the new premises is located;
 - (4) An affidavit from a registered surveyor stating that the establishment complies with any distance or location requirements contained in this chapter; and
 - (5) Proof of ownership, or control, of the premises of the new location in accordance with this chapter.
 - (g) Should a transfer of location be approved the license fee paid for the old location shall be applied to the new location.
 - (h) Any change of location allowed under this section may be denied or revoked on the same basis as for an application for license.
 - (i) In the event of the total sale of a business which holds a valid license pursuant to this chapter, the purchaser of said business may continue to operate said business pursuant to this article so long as the purchaser completes the application process described herein prior to assuming responsibility for operating said business. No additional licensing fee shall be due from purchaser until the expiration of the license in existence at the time of the sale of said business.
 - (j) At the time a transfer application is filed, a transfer fee shall be paid in an amount as established by resolution of the city council.

Sec. 8-84. Term; renewal.

- (a) All alcoholic beverage licenses shall be valid only for the calendar year indicated thereon and shall expire at midnight on December 31 of the year in which issued.
- (b) No licensee shall have any vested right to renewal of any city issued license. A licensee that desires to continue in business during the next or subsequent calendar year must submit to the police chief a complete renewal application for such year on or before December 1 of the preceding year.
- (c) All applications for the renewal of licenses shall be treated as applications for new licenses, except that applicants for a retail dealer license for the sale of distilled spirits need not publish notice of intent.
- (d) All applicants who fail to submit an application for renewal as required by this section must pay a penalty equal to ten percent of all license fees prior to the issuance of a renewed license.

Sec. 8-85. Automatic license forfeiture for nonuse.

- (a) Failure to open for business within six months immediately following the issuance of an alcoholic beverage license shall result in the automatic forfeiture of the license without the necessity of any further action.
- (b) Failure to operate the business authorized by a license under this chapter for a period of three consecutive months after the business has begun operating, shall result in the automatic forfeiture of the license without the necessity of any further action.

Sec. 8-86. Suspension or revocation of license.

- (a) Whenever the state revokes any permit or license to manufacture or sell alcoholic beverages, the city issued license shall thereupon be immediately revoked.
- (b) The police chief shall revoke any license where:
 - (1) Any licensed establishment is in violation of section 8-115 of this code;
 - (2) The license of any licensee has been suspended three or more times in any consecutive 12-month period;
 - (3) Alcoholic beverages have been manufactured, sold or distributed during a period of suspension.
- (c) The police chief may suspend or revoke any license where:
 - (1) The licensee furnishes fraudulent or untruthful information on the license application;
 - (2) The licensee fails to pay all fees, taxes or other charges imposed under the provisions of this chapter;
 - (3) The police chief learns the licensee did not meet or no longer meets the licensing qualifications;
 - (4) Any act or omission of a licensee, owner of more than 20 percent interest in the licensed establishment, agent or employee of the licensee or licensed establishment which constitutes a violation of federal or state law or any provision of this chapter regardless of whether any criminal prosecution or conviction ensues;
 - (5) The licensee no longer maintains adequate financial responsibility upon which issuance of the license was conditioned;
 - (6) The licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the city.
- (d) Whenever the police chief is granted discretion to suspend or revoke a city issued license, he shall exercise such discretion within the following guidelines:
 - (1) No suspension shall be for a period of time longer than the time remaining on such license.
 - (2) The following factors shall be considered regarding any suspension or revocation:
 - a. Consistency of penalties;
 - b. Likelihood of deterring future wrongdoing;
 - c. Impact of the offense on the public welfare, safety, health;
 - d. Any mitigating circumstances or remedial or corrective steps taken by the licensee; and
 - e. Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.
- (e) When a license is suspended or revoked, the city shall not be required to refund any portion of any business tax or license fee to the holder of such suspended or revoked license.
- (f) When a license is revoked, the former licensee is not permitted to make application for a new license under this chapter for one year after the date of revocation.

Sec. 8-87. Hearing.

- (a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided. This section does not apply to employee pouring permits.
- (b) The police chief shall provide written notice to any applicant or licensee of his decision to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such denial, suspension or revocation, and shall advise the applicant of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by the decision of the police chief may have a review thereof by appeal to the city council. Such appeal shall be by written petition, filed in the office of the police chief within 15 days after the decision of the police chief.
- (c) A hearing shall be conducted on each appeal within 30 days of the date of filing with the police chief unless a continuance of such date is agreed to by the appellant and the police chief. The appellant at such hearing shall have the right to be represented by an attorney, and to present evidence and cross-examine witnesses.
- (d) Within 15 days after the conclusion of the hearing, the police chief shall notify the appellant in writing of the city council's decision with the reasons therefore stated.
- (e) The decision of the city council shall be final unless appealed within 30 days of the date of said decision by certiorari the Hall County Superior Court.

Secs. 8-88—8-100. Reserved.***ARTICLE III. REGULATION******DIVISION 1. GENERALLY*****Sec. 8-101. Copy of ordinance.**

The holder of every alcoholic beverage license hereunder shall have available in his place of business at all times a copy of this article and shall be responsible for compliance herewith by persons on the premises.

Sec. 8-102. Registered agent.

All licensed establishments must have and continuously maintain in Hall County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served. This person must be a resident of Hall County. The licensee shall file such forms as required by the police chief to provide the name and address of the registered agent and consent of such agent to serve in said capacity. The registered agent shall submit a release permitting the Flowery Branch Police Department to perform an investigation to verify his residency.

Sec. 8-103. Service of notice generally.

For the purpose of this chapter, notice shall be deemed delivered three days after the date of deposit to the United States Post Office by certified mail.

Sec. 8-104. Lighting.

Each building in which the business is to be located shall contained sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all time form the front on the street on

which the building is located so as to reveal the inside retail area of the building and so as to reveal all of the outside of the premises of the building.

Sec. 8-105. Management and operation.

The licensee shall be responsible for the management and operation of the business for which the license is granted and shall be responsible for all violations of this chapter by the licensee's agents and employees.

Sec. 8-106. Advertising.

All advertising for consumption of alcoholic beverages on the premises is hereby prohibited except as provided for in the following:

- (1) Licensees shall not advertise, directly or indirectly, the sale of alcoholic beverages other than in the principal building for which the license is issued, on a website owned by the licensee or on a social media account owned by the licensee. Advertising displayed within the principal buildings shall not be displayed within view of the general public from the doors or windows of such principal building.
- (2) Wholesale and consumption on the premises licensees shall be permitted to advertise by means of radio, T.V. or newspaper provided that prices and brand names of alcoholic beverages shall not be used.
- (3) Notwithstanding the foregoing, no trade name, corporate name, or name of a business shall be allowed to use the words "Beer," "Wine," or "Beer and Wine" in such name.

Sec. 8-107. Retailer to purchase from licensed wholesaler.

- (a) No retailer shall purchase alcoholic beverages from any person, firm or corporation other than a wholesaler licensed under this chapter.
- (b) The police chief or his designee may request, from time to time, information concerning purchases and sales of alcoholic beverages from retailers and wholesalers.
- (c) Amenity permits are exempt from this section.

Sec. 8-108. Inventory of alcoholic beverages.

- (a) All alcoholic beverages shall be stored only on the premises for which the license is issued.
- (b) It shall be unlawful for any person or corporation not holding an alcoholic beverage license granted by the city to store any alcoholic beverages on the grounds of any retail establishment excluding alcoholic beverages for personal consumption in accordance with all applicable provisions of law.

Sec. 8-109. Adding to containers prohibited.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage container or in any other manner to misrepresent the quantity, quality or brand name of any alcoholic beverage.

Sec. 8-110. Malt beverage and wine tastings.

- (a) An ancillary license is required for any malt beverage or wine tasting where samples are offered to the public as a promotion for the sale of malt beverage or wine at retail for consumption on the premises or in closed packages for consumption off the premises.

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- (b) A request by a licensee to conduct a malt beverage or wine tasting may be approved by the city manager when such request is made in writing on an application furnished by police chief at least ten days prior to the event and under the following conditions:
- (1) A malt beverage or wine tasting must comply with all local and state laws and regulations pertaining to the sale and distribution of alcoholic beverages in the state and the city;
 - (2) All malt beverages or wines secured for a wine tasting must be obtained through a wholesale dealer or brew pub possessing a valid current license to distribute malt beverage or wine issued by the city;
 - (3) Samples shall not exceed six ounces nor shall any individual be offered more than four samples within a calendar day;
 - (4) A bona fide nonprofit charitable or civic organization that seeks to conduct a wine tasting shall comply with all requirements set forth in O.C.G.A. §§ 3-9-3, 3-9-4, and 3-9-5 and must make application at least ten business days prior to the proposed event on forms supplied by the police chief; the city manager may waive a portion of such waiting period and/or permit fee upon good cause being shown;
 - (5) A for-profit organization that seeks to conduct a malt beverage tasting and is not licensed shall comply with all requirements set forth in O.C.G.A. § 3-5-20 and must make application ten business days prior to the proposed event on forms supplied by the police chief;
 - (6) A for-profit organization that seeks to conduct a wine tasting and is not licensed shall comply with all requirements set forth in O.C.G.A. § 3-6-20 and must make application ten business days prior to the proposed event on forms supplied by the police chief;
 - (7) A nonrefundable fee in an amount established by resolution of the city council will be charged for the processing of an application for a malt beverage or wine tasting.

Sec. 8-111. Minors; exemptions.

- (a) It is unlawful for any person to knowingly, directly or through another person, furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any minor.
 - (b) It is unlawful for any minor to purchase or knowingly possess any alcoholic beverage.
 - (c) It is unlawful for any person to knowingly or intentionally act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
 - (d) It is unlawful for any minor to misrepresent his age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage.
 - (e) The prohibition contained in subsection (a) of this section shall not apply with respect to the sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverages is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification card, or driver's license. "Proper identification" shall not include any traffic citation, complaint form, birth certificate, or Social Security card.
 - (f) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished is actually 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and to be furnished with proper identification as provided for in subsection (e) of this section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so knowingly.
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- (g) Any attempt to commit any act made unlawful by this section shall be itself unlawful and subject to punishment in the municipal court.
 - (h) Violation of any provisions of this section shall constitute an offense hereunder and shall be punishable in the municipal court; provided, violation of this section by persons who have not yet reached the age of 17 years shall be handled as provided by the juvenile court system.
 - (i) The sale, purchase or possession of alcoholic beverages for consumption to minors shall be allowed under the following circumstances:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony; or
 - (3) In the home with parental consent.

Sec. 8-112. Employment of minors.

- (a) Nothing contained in this article shall be construed to prohibit any minor from:
 - (1) Dispensing, serving, selling or handling alcoholic beverages as a part of employment in any licensed establishment;
 - (2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured;
 - (3) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment; or
 - (4) Purchasing, drinking or possessing any alcoholic or malt beverage or wine if such person is at the time acting for and on behalf of law enforcement agencies conducting bona fide investigations of license holders and/or their employees.
- (b) Except, no person shall allow or require a person in their employment under 18 years of age to dispense, serve, sell, or take orders for any alcoholic beverage.
- (c) The provisions of this section shall not prohibit persons under 18 years of age who are employed in supermarkets, convenient stores, breweries, manufacturing facilities or drug stores from selling or handling alcoholic beverages which are sold for consumption off premises.

Sec. 8-113. Prohibited sales.

- (a) No licensee nor any agent or employee of a licensee shall furnish, sell or offer to sell any malt beverage and/or wine to any person who is confined in any jail, penal institution, correctional facility, prison camp, penitentiary or other lawful place of confinement, or to any person who is a patient or inmate of the Central State Hospital, or to any person who is noticeably intoxicated, or is of unsound mind, or is a habitual drunkard whose intemperate habits are known to the licensee or the agent or employee.
- (b) No licensee nor any agent or employee of a licensee shall sell any alcoholic beverage through or by means of a drive-in window.
- (c) No licensee nor any agent or employee of a licensee shall sell or offer for sale alcoholic beverages by use of vending machines.
- (d) No licensee nor any agent or employee of a licensee shall sell, offer for sale possess or permit the consumption on the licensed premises of any kind of alcoholic beverages the sale, possession or consumption of which is not authorized under his license.
- (e) It shall be unlawful for any licensee hereunder to make deliveries of any alcoholic beverages by the drink beyond the boundaries of the premises covered by the license. The sale of alcoholic beverages for

consumption by persons in any back room or side room which is not open to general public use is prohibited, except that private parties or conventions, which have been scheduled in advance, may be served in public or private dining rooms or meeting rooms and provided further that this prohibition shall not apply to the consumption hereunder by the registered guests of any hotel or motel in their designated rooms.

Sec. 8-114. Consumption in public; possession or consumption on city property; exemption.

- (a) No person shall consume any alcoholic beverage from any open container while in or upon any area open to the public, whether public or private.
- (b) This section shall not apply in the following instances:
 - (1) The city manager, or his designee, may allow consumption of alcoholic beverages during special events that are open to the public or are on city property by approval of a written application made to the city manager or his designee upon forms provided by the city under the following conditions:
 - a. *One drink limit.* No person shall hold in his possession more than one alcoholic beverage in a paper or plastic cup.
 - b. *Size limited to 16 fluid ounces.* No container in which an alcoholic beverage is dispensed shall exceed 16 fluid ounces in size. No person shall hold in his possession any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 - c. *Drinking from a can, bottle or glass is prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle or glass vessel or to possess in an open can, bottle or glass vessel any alcoholic beverage.
 - d. All alcoholic beverages shall only be served by a licensed caterer or eating establishment.
 - e. *Designated cups.* All alcoholic beverages shall be consumed from a cup designated and approved by the City.
 - (2) For a downtown dining district, as defined by this chapter:
 - a. For the purposes of this chapter only, a downtown dining district is defined as follows: A specifically authorized and pedestrian oriented area of the city as established by resolution of mayor and council that allows those establishments located in the downtown dining district with valid consumption on the premises licenses, growler licenses, or amenity permits to dispense and/or serve an alcoholic beverage for carry out purposes, provided all other laws, rules and ordinances are followed.
 - b. Within a downtown dining district, any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a plastic cup; provided, however, that no person shall remove more than one such alcoholic beverage from the licensed premises at a time.
 - c. Within a downtown dining district, no unsealed container in which an alcoholic beverage is dispensed shall not exceed 16 fluid ounces in size. No person shall hold in their possession on the streets and sidewalks, in parks and squares, or in other public places within a downtown dining district any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 - d. It shall be unlawful within a downtown dining district for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass, or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private.
 - e. No alcoholic beverage may be consumed outside of the downtown dining district, or upon any private property, without the express consent of the private property owners.

Sec. 8-115. Restrictions on entertainment and attire.

The following types of entertainment, attire and conduct are not permitted upon any premises licensed to sell, serve or dispense alcoholic beverages or upon any premises licensed under the business ordinances of the city in which alcoholic beverages are consumed, allowed or dispensed on the premises:

- (1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or of any portion of the male or female pubic hair, anus, cleft of the buttocks, vulva or genitals;
- (2) Live entertainment where any person appears in the manner described in this section, or where any person performs acts of or acts which simulate:
 - a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
 - b. The touching, caressing or fondling of the breast, buttock, anus or genitals;
 - c. The displaying of the pubic hair, anus, vulva or genitals; or
- (3) The showing of any film, still pictures, electronic reproduction or other visual reproductions depicting any of other acts described in this section; or
- (4) The holding, promotion or allowance of any conduct, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the above-prohibited conduct.
- (5) Nothing contained in this section shall apply to the premises of any mainstream performance house, museum or theater that derives less than 20 percent of its gross annual income from the sale of alcoholic beverages.
- (6) The findings and statement of purpose from the Flowery Branch Adult Entertainment Ordinance are hereby incorporated by reference as if fully set forth herein as the purpose for this section and all amendments hereto.

Sec. 8-116. Gambling prohibited.

There shall be no gambling, betting, games of chance of any kind, punch-boards, slot machines, or the operation of any scheme for hazarding money or any other thing of value in any place, or any room adjoining the same, leased or controlled by a licensee.

Sec. 8-117. Inspections.

Any establishment holding a license issued under this article shall at all times, during the period allowable by law for operation of the business, be open to inspection by any officer of the police department, any license inspector of the city, or to any person designated by the chief of police or the city manager. In addition, if the premises are being used after hours by employees or the owners or their agents, the premises may be inspected at this time by the designated persons in this section.

Sec. 8-118. Emergency closure of licensed premises.

The police chief or the Flowery Branch Police Department may immediately close an establishment licensed under this chapter in case of an emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed 24 hours.

Sec. 8-119. Audits; records.

- (a) In the event the police chief deems it necessary to conduct an audit of the records and books of the licensee, he shall so notify the licensee of the date, time and place of the audit. The police chief or his designee shall perform any audit authorized in this chapter. The licensee shall cooperate with the audit or forfeit any license(s) issued hereunder.
- (b) All licensees must maintain the following records for a three-year period and make them available for audit at the licensed premises:
 - (1) Monthly income or operating statements;
 - (2) Invoices showing the quantity of alcoholic beverages purchased from or sold to a wholesaler;
 - (3) Daily sales receipts showing distilled spirits, beer, wine and food sales separately (this subsection does not apply to wholesalers or retail package licensees);
 - (4) Daily cash register receipts such as Z tapes or guest tickets (this subsection does not apply to wholesalers);
 - (5) Monthly Georgia sales and use tax reports; and
 - (6) Federal income tax return with all Form 1099s.

Secs. 8-120—8-130. Reserved.

DIVISION 2. RETAIL SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES

Sec. 8-131. Consumption license exclusive of wholesale business.

It shall be unlawful for any person to hold an alcoholic license for consumption who also has any direct financial interest in any wholesale alcoholic beverage business. It shall be unlawful for the holder of any alcoholic beverage license for consumption to accept or receive financial aid or assistance from the holder of any alcoholic beverage manufacturer's or wholesale dealer's license.

Sec. 8-132. Consumption-only sales.

Persons holding a license to sell alcoholic beverages for consumption on the premises shall not be permitted to sell any alcoholic beverage by the package or bottle for consumption off premises except as provided for in Section 8-175 and Section 8-177.

Sec. 8-133. Sales off premises for catered functions.

- (a) Licensed malt beverage, wine or distilled spirits consumption on the premises locations eligible for off-premise catering licenses shall meet the following requirements:
 - (1) Any licensed alcoholic beverage locations that possess a valid license from the city or another jurisdiction which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink for consumption on the premises may be issued an off-premise catering license which authorizes such licensed alcoholic beverage caterer to sell malt beverages, wine or distilled spirits by the drink off the premises and in connection with an authorized catered function within the city limits of Flowery Branch;

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- (2) Any licensed alcoholic beverage locations that possess a valid license from another jurisdiction which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink for consumption on the premises shall make application for an off-premise catering license in accordance with this chapter, and shall pay to the city an annual license fee for operation for one calendar year in an amount as established by resolution of the city council.
 - (b) All applications for an event permit shall be submitted to the city manager or designee at least ten (10) business days prior to the event. Event permits will be issued for all catered functions located within the city limits of Flowery Branch. In order to distribute or sell malt beverages, wine or distilled spirits for consumption off the premises at an authorized catered function, a licensed alcoholic beverage caterer shall be required to:
 - (1) Possess a valid current malt beverage, wine or distilled spirits consumption off the premises catering license from the city which authorizes the licensee to sell malt beverages, wine or distilled spirits by the drink;
 - (2) Provide satisfactory reports to the police chief on forms provided by the city stating the quantity of any and all alcoholic beverages transported from the licensee's primary premises to the location of the authorized catered function and such other information as required by the police chief; and maintain original local event permits and documents required by the city in the vehicle transporting the alcoholic beverages to the catered function at all times;
 - (3) Pay a nonrefundable fee in an amount established by resolution of the city council for the processing of an application for an event permit.
 - (4) The holder of a Flowery Branch, Georgia issued alcoholic beverage license for on premise consumption may apply for an off-premises catering license and annual event permit allowing it to distribute or sell alcoholic beverages at all city sponsored events.
 - (c) The caterer, special event licensee and all employees are required to possess a pouring permit in accordance with Section 8-143. It shall be unlawful for an alcoholic beverage caterer to employ any person under 21 years of age who, in the course of employment, would dispense serve, sell or handle alcoholic beverages.
 - (d) All caterers shall be required to provide proof of liability insurance to the city in an amount equal to a minimum of \$1,000,000 and which shall name the City of Flowery Branch, Georgia as an additional insured thereon. All caterers shall be required to provide proof of alcoholic beverage liability insurance in an amount equal to a minimum of \$1,000,000 and which shall name the City of Flowery Branch, Georgia as an additional insured thereon. All event sponsors shall be required to execute an indemnification and hold harmless agreement in a form acceptable to the city wherein the sponsor shall agree to indemnify and hold harmless the City of Flowery Branch, Georgia and its elected officials, appointed officers, employees, representatives and agents from and against any and all liability, costs, including attorney's fees, expenses, damages, suits, judgements and expenses arising from the event.

Sec. 8-134. Hours and days of sale.

- (a) It shall be unlawful to sell malt beverages, wine and distilled spirits for consumption on the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The hours of sale of malt beverages, wine and distilled spirits for consumption on the premises are:
 - (1) On election days, whether primary or general election, the hours of legal sale shall be the same as any other such day of the week, except that no such alcoholic beverages shall be sold for consumption on the premises in city within 250 feet of any polling place or within 250 feet of the outer edge of any building within which such polling place is established.
 - (2) On Monday through Saturday between the hours of 7:00 a.m. and 2:00 a.m.

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- (3) On Sunday between the hours of 11:00 a.m. and 12:00 midnight so long as the establishment derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals.

Sec. 8-135. Clearing service areas.

All licensees for the sale of alcoholic beverages for consumption on the premises shall remove, or cause to be removed, from the area of the premises utilized by customers or patrons all alcoholic beverages within 45 minutes after the closing time for the sale of said alcoholic beverages.

Sec. 8-136. Poured alcohol to be transported by employees.

Poured alcoholic beverages will be transported from point of dispensing to the customer by permitted employees only.

Sec. 8-137. Delivery.

The sale of alcoholic beverages for consumption by persons in any back room or side room which is not open to general public use is prohibited, except that private parties or conventions, which have been scheduled in advance, may be served in public or private dining rooms or meeting rooms, and provided further that this prohibition shall not apply to private clubs hereunder, nor to the sale for consumption hereunder to the registered guests of any hotel or motel in their designated rooms.

Sec. 8-138. Brown bagging prohibited; exemption.

- (a) It is prohibited for any person to bring in his own alcoholic beverage in any establishment either licensed or unlicensed.
- (b) Notwithstanding subsection (a) above, eating establishments that possess corkage licenses may permit customers to bring, possess and consume bottles of wine or malt beverage growler that are owned by the customers pursuant to the conditions set forth in this division.
- (c) As used in this subsection, the term "art shop" means a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or selling and displaying portraits, paintings, sculptures, art supplies and similar art work and crafts. An art shop shall not allow activities that would cause the business to be an "adult entertainment establishment" as defined in the zoning ordinance.
- (d) The prohibition in subsection (a) shall not apply to an art shop as defined in subsection (c). Licensed art shops are subject to the specific provisions governing the operation of an art shop:
- (1) An art shop established under this section may allow customers to bring in a bottle or bottles of wine and/or beer to be consumed on the premises between the hours of 3:00 p.m. and 10:00 p.m.
- (2) Any wine and/or beer served on the premises shall only be served by an employee of the art shop holding a valid pouring permit.
- (3) The customer must remove any unconsumed wine and/or beer from the premises before leaving the premises.
- (4) The brown bagging of wine and/or beer in an art shop shall be subject to this section, the City of Flowery Branch's Alcoholic Beverage Ordinance and to state law; including but not limited to, the prohibition of consumption by anyone who is under 21 years of age or intoxicated.
- (5) An art shop may serve food provided it meets all federal, state and local requirements.

Sec. 8-139. Corkage services.

- (a) An eating establishment that possesses a license for the retail sale of wine or malt beverage growler for consumption on the premises and a corkage license may permit customers to bring, possess and consume bottles of wine or malt beverage growler that are owned by the customer and brought onto the premises under the following conditions:
 - (1) Licensee has made application as provided in this chapter for a corkage license, has been granted a corkage license by the police chief, and has paid the corkage license fee as established by resolution of the city council.
 - (2) No more than 750 milliliters of wine, per customer over the age of 21 per meal, shall be permitted to be uncorked.
 - (3) No more than 32 ounces of malt beverage, per customer over the age of 21 per meal, shall be permitted to be opened.
 - (4) Only customers seated at tables or booths shall be permitted to consume wine or malt beverages that have been provided by the customer.
 - (5) Wine and malt beverages may only be consumed by individuals who order and are served a meal by the licensee.
 - (6) Every bottle of wine or malt beverage growler brought onto the premises by a customer must be opened by permitted employees only.
 - (7) A customer may remove an uncorked bottle of wine or malt beverage growler from the premises only if the requirements of section 8-140 are met.
- (b) An eating establishment may at its discretion charge corkage fees.

Sec. 8-140. Removal of a partially consumed bottle of wine or malt beverage growler.

- (a) Any eating establishment which is licensed to sell wine or malt beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine or malt beverage growler per customer for consumption off premises under the following conditions:
 - (1) The customer has purchased a meal from the eating establishment and consumed a portion of the bottle of wine which has been purchased on the premises or has been brought onto the premises by the customer pursuant to section 8-139 or malt beverage growler that has been brought onto the premises pursuant to section 8-139.
 - (2) The partially consumed bottle of wine or malt beverage growler that is to be removed from the premises must be securely resealed by the licensee or its permitted employees before removal from the premises.
 - (3) The partially consumed bottle of wine or malt beverage growler shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently tampered with or opened.
 - (4) A dated receipt for the meal and the purchase of the bottle of wine or corkage fee shall be provided by the licensee and attached to the container.
- (b) If transported in a motor vehicle, the container with the resealed bottle of wine or malt beverage growler shall be placed in a locked glove compartment, a locked trunk or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

Sec. 8-141. Amenity license.

- (a) The Flowery Branch Police Department may grant a license for amenity alcohol sales where it is determined that the sale, service, or consumption of alcohol is not the primary business of the licensed establishment.
- (b) An amenity alcohol sales license permits the licensee to sell a patron either two (2) six (6) ounce glasses of wine two (2) twelve (12) ounce servings of beer or other malt beverage per day.
- (c) In no event shall a licensee's total annual gross alcohol revenue exceed ten (10) percent of the licensee's gross annual revenues.
- (d) Amenity alcohol sales licensees shall be required to obtain a state alcohol license for consumption on the premises and except as expressly proved for herein, shall be subject to all state and local laws, rules, and requirements, including licensing requirements and the other provisions of this chapter related to the sale of alcohol for consumption on the premises.

Sec. 8-142. Food sale requirement.

- (a) Consumption on the premises licensees shall maintain more than 40 percent of their gross sales from the sale of food; and for the purposes of this section, food shall be defined as any product intended for human consumption, except those containing alcohol, or those sold as over the counter medicines. The 40 percent ratio shall be determined on a calendar quarter basis on the monthly reports submitted by each licensee. In the event food sales fall below 40 percent of the gross sales for any quarter, then the licensee shall be placed on probation for the next succeeding quarter. At the end of the next succeeding quarter, if food sales have not attained more than 40 percent of gross sales then the police chief may suspend or revoke such license in accordance with this chapter.
- (b) Section 8-142(a) shall not apply to licensed micro-breweries or licensed micro-distilleries.

Sec. 8-143. Employee regulations.

- (a) The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:
 - (1) No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or in any managerial position, by an establishment holding a license hereunder until such person:
 - a. Demonstrates he is a certified alcohol awareness server having completed Servsafe, "Training for Intervention Procedures for Servers of Alcohol" (TIPS) or any other comparable program as approved by the police chief; and
 - b. Such person has been fingerprinted or cleared by the Flowery Branch Police Department, indicating that the person is eligible for such permit.
 - (2) No person shall be granted a pouring permit unless it appears to the satisfaction of the Flowery Branch Police Department that such person has not been convicted or plead guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling, or illegal possession or sale of controlled substances or the illegal sale or possession of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, driving under the influence of alcohol and/or drugs within a period of five years immediately prior to such application, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexual related crime within a period of five years of the date of conviction and has been released from

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- parole or probation. A person's first time conviction for illegal possession of alcohol as a misdemeanor or violation of a city ordinance shall not, by itself, make a person ineligible for an alcohol pouring permit.
- (3) No person shall be granted a pouring permit who has been convicted, plead guilty or entered a plea of nolo contendere to any federal, state, or local law for any felony within five years of the date of conviction and has not been released from parole or probation prior to the filing for application for such permit.
- (4) For purposes of this section, a conviction or plea of guilt or nolo contendere shall be ignored as to any offense for which defendants were allowed to avail themselves of the Georgia First Offender Act (O.C.G.A. title 42, ch. 8, art. 3, O.C.G.A. § 42-8-60 et seq.). Except, however, that any such offense shall not be ignored where the defendant violated any term of probation imposed by the court granting first offender treatment or committed another crime and the sentence in court entered an adjudication of guilt as to the crime for which the defendant had previously been sentenced as a first offender.
- (b) No permit shall be issued until such time as a signed application has been filed with the Flowery Branch Police Department and upon paying a fee which shall be established by resolution of the city council and a search of the criminal record of the applicant completed. Said application shall include, but shall not be limited to, the name, date of birth, and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall not be produced for public inspection without a court order.
- (c) The Flowery Branch Police Department shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this chapter, the Flowery Branch Police Department shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the Flowery Branch Police Department shall notify the employer that this person is not eligible for employment, the cause of such denial and their right to appeal.
- (d) It shall be the duty of all persons holding any license to serve or sell alcoholic beverages to file with the police chief the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers quarterly, on or before April 1, on or before July 1, on or before October 1 and with the December 1 annual renewal.
- (e) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the Flowery Branch Police Department.
- (f) This section shall not be construed to include employees whose duties are limited solely to those of busboy, cook or dishwasher.
- (g) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (h) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the Flowery Branch Police Department.
- (i) All permits issued hereunder remain the property of the city and shall be produced for inspection upon the demand of the police chief or Flowery Branch Police Department.
- (j) Separate permits shall be required by the police chief for each employee working in more than one establishment serving alcoholic beverages.
- (k) No person shall be issued a permit if it is determined that the person knowingly and willfully falsified, concealed or covered up any material fact by any device, trick, or scheme while making application for an alcoholic beverage pouring permit under this section.
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- (l) This applies only to establishments holding a consumption on the premises license as outlined in this chapter:
 - (1) Each licensed establishment is required to have all servers be certified as "alcohol awareness servers." Each server's certificate will be kept on site for review by any police officer, code enforcement officer or police chief posted in plain view to the public along with the license to operate the establishment.
 - (2) Each establishment will provide the police chief of the city a list of all servers that are employed and the certificate number of each "alcohol awareness server." This list is to be received no later than 60 days from receipt of license to operate and in conjunction with the renewal application.
 - (m) An alcohol pouring permit shall be issued for a period of one calendar year from the date of the original application. Once received the alcohol awareness server certification is valid for three years from the date listed on the certificate. The alcohol pouring permit must be in the possession of the employee while the employee is working at the licensed establishment. This permit must be in the possession of the employee while the pouring permit holder is working and available for inspection by the police chief or his designee.

Sec. 8-144. Underage loitering.

No person who holds an alcoholic beverage license for consumption on the premises shall allow any person less than 18 years of age to be in, frequent, or loiter in any lounge located within the licensed premises unless such person is accompanied by a parent or legal guardian.

Secs. 8-145—8-160. Reserved.

DIVISION 3. RETAIL PACKAGE SALES

Sec. 8-161. Hours and days of sale for malt beverages and wine.

- (a) It shall be unlawful to sell malt beverages and wine for consumption off the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The hours of sale of malt beverages and wine for consumption off the premises are between 7:00 a.m. and 30 minute past 12:00 midnight on Monday through Saturday, and between 12:30 p.m. and 11:30 p.m. on Sunday.

Sec. 8-162. Hours and days of sale for distilled spirits.

- (a) It shall be unlawful to sell distilled spirits for consumption off the premises on any day or at any time when such sale or consumption is prohibited by law.
- (b) The exterior entrances of package stores must be locked not later than 12:00 midnight, Monday through Saturday, and not later than 11:30 p.m. on Sunday. Package stores shall not engage in the sale of distilled spirits except on Monday through Saturday between the hours of 7:00 a.m. and 12:00 midnight and on Sunday between the hours of 12:30 p.m. and 11:30 p.m.

Sec. 8-163. On-premises consumption unlawful.

It shall be unlawful for any person to consume any alcoholic beverage on premises licensed for the sale of alcoholic beverages by the package. It shall be unlawful for any retail package licensee to open or break the package of any alcoholic beverages for a purchaser or to permit the consumption of alcoholic beverages on the licensed premises. This section shall not apply with respect to:

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- (1) Tastings pursuant to a malt beverage or wine tasting license;
 - (2) Malt beverage tastings pursuant to section 8-164(5);
 - (3) Sales pursuant to a license for consumption;
 - (4) Licensed micro-breweries under Section 8-175;
 - (5) Licensed micro-distilleries under Section 8-177.

Sec. 8-164. Growlers.

Package malt beverage licensees, who are not also licensed to sell distilled spirits by the package, may fill growlers with draft beer at the licensed location subject to the following requirements:

- (1) Either at least 90 percent of the licensee's total gross sales are from the packaged sale of malt beverages and/or wine or the licensee's premises have a minimum of 400 square feet of floor space dedicated to the display of malt beverages offered for sale.
- (2) A growler shall not exceed 64 ounces.
- (3) Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler.
- (4) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (5) Each growler must be securely sealed and removed from the premises in its original sealed condition.
- (6) Consumption on the premises is strictly prohibited. However, samples of tap beers may be made available without a malt beverage tasting license, but shall not exceed six ounces nor shall any one individual be offered more than four samples within a calendar day. Any samples served on the premises shall only be served by an employee holding a valid pouring permit.

Sec. 8-165. Restrictions on other mercantile establishments.

A licensee of a retail establishment permitted to sell spirituous liquors under this chapter shall not operate such business in connection with any other mercantile establishment, except a retail store selling package malt beverages and wine and then only if such package malt beverages and wine store sells only malt beverages, wine and items of convenience normally associated with the retail sale of package malt beverages, and then only if such package malt beverages and wine is sold only for carry out purposes. No such retailer shall sell, offer for sale, display or keep stocked in his or her place of business where package spirituous liquors are offered for sale any other product or commodity except:

- (1) Wine (if licensed);
- (2) Beverages containing no alcohol and commonly used to dilute distilled spirits;
- (3) Tobacco products;
- (4) Malt beverages and beer (if licensed); and
- (5) Package ice, snacks, supplies, and accessories (including, but not limited to, containers and/or serving devices) as permitted by law.

Sec. 8-166. Applicability of article to those businesses operating both the retail sale of spirituous liquors and package malt beverages and wine.

For licensees who wish to operate a business which conducts both the retail sale of spirituous liquors and package malt beverages and wine, in the case of conflict, the provisions of this article regulating the sale of spirituous liquors shall prevail, and compliance with these provisions, rather than those provisions applicable to the license permitting the sale of package malt beverages and wine, is required. The applicant shall be required to

meet all licensee qualifications and requirements under both this article and the article governing the licensing and sales of package malt beverages and wine.

Secs. 8-167. Reserved.

DIVISION 4. WHOLESALERS

Sec. 8-168. Hours and days of sale.

Wholesalers shall not engage in the sale of alcoholic beverages except between 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no sales of alcoholic beverages on Sunday.

Sec. 8-169. Prohibited sales.

No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed under this chapter.

DIVISION 5. BREW PUBS

Sec. 8-170. Brew pubs.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to section 8-131 shall exist for owners and operators of brew pubs provided that:

- (1) No individual shall be permitted to own or operate a brew pub without first obtaining a proper brew pub license from the city council. Each brew pub license holder shall comply with all other applicable state and local license requirements. A brew pub license authorizes the holder of such license to (i) manufacture on the licensed premises not more than 5,000 barrels of beer in a calendar year solely for retail consumption on the premises and solely in draft form; and (ii) operate a restaurant that shall be the sole retail outlet for such beer and may offer for sale any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer for consumption on the premises only and, provided further, in addition to draft beer manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
- (2) Possession of a brew pub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.
- (3) A brew pub license does not authorize the holder of such license to sell alcoholic beverages by the package for consumption off the premises.
- (4) A brew pub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (5) Except as set forth in this section, a brew pub license holder shall be subject to all sections of this chapter.

Secs. 8-171—8-174. Reserved.

DIVISION 6. MICRO-BREWERIES

Sec. 8-175. Micro-breweries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for micro-breweries provided that:

- (1) No individual shall be permitted to own or operate a micro-brewery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each micro-brewery license holder shall comply with all other applicable state and local license requirements.
- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of malt beverages applicable to micro-breweries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
- (3) A micro-brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (4) Except as set forth in this section, a micro-brewery license holder shall be subject to all sections of this chapter.
- (5) The brewer may only make sales of malt beverages to an individual while the individual is physically on the brewer's licensed premises where the brewer produces malt beverages.
- (6) The brewer may only make sales of malt beverages for which the brewer is the sole owner of the brand and brand label for consumption on and off the premises.
- (7) Sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per individual per day.
- (8) The maximum amount of malt beverages the brewer may sell in each calendar year shall be 6,000 barrels in the aggregate among all the brewer's licensed premises making such sales.

Sec. 176. Reserved.

DIVISION 7. MICRO-DISTILLERIES

Sec. 177. Micro-distilleries.

Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 8-131 and 8-163 shall exist for micro-distilleries to manufacture distilled spirits and sell up to 750 barrels of distilled spirits per calendar year to individuals on such distiller's licensed premises for personal use and not for resale provided that:

- (1) No individual shall be permitted to own or operate a micro-distillery without first obtaining a proper license from the City of Flowery Branch, Georgia, and each micro-distillery license holder shall comply with all other applicable state and local license requirements.

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- (2) All state laws, rules and regulations relating to the manufacture, sale, and distribution of distilled spirits applicable to micro-distilleries, as may be amended from time to time, are hereby incorporated into and made a part of this division as if fully set out in this section.
 - (3) A micro-distillery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
 - (4) Except as set forth in this section, a micro-distillery license holder shall be subject to all sections of this chapter.
 - (5) The distiller may only make sales of distilled spirits to an individual while the individual is physically on the distiller's licensed premises where the distiller produces distilled spirits.
 - (6) The distiller may only make sales of distilled spirits for which the distiller has distilled, rectified, blended, aged, or bottled at one or more of its licensed premises for consumption on and off the premises. Such distiller shall only make such retail sales of distilled spirits for which such distiller is the sole owner of the brand and brand label. Such distiller shall only make such retail sales of distilled spirits at a licensed premises at which such distiller reports on-site production volume.
 - (7) Retail sales made for consumption off the premises shall not exceed a maximum of 4,500 milliliters of distilled spirits per individual per day.
 - (8) A maximum of three of such distiller's licensed premises shall be permitted to make such retail sales. If such distiller has more than one licensed premises, such distiller shall annually designate the specific licensed premises, up to a maximum of three, from which such distiller has elected to exercise its limited right to sell distilled spirits pursuant to this section.

Secs. 8-178—8-180. Reserved.

ARTICLE IV. EXCISE TAXES

DIVISION 1. GENERALLY

Sec. 8-181. Unlawful retail sales.

It shall be a violation of this chapter for any person to sell at retail within the city alcoholic beverages on which the taxes provided for in this article have not been paid.

Sec. 8-182. Reports.

In administration of the provisions of this article, the city may require the filing of reports by any person having in such person's possession or custody information relating to alcoholic beverage sales which are subject to the tax. Reports shall be filed with the police chief when required by the city and shall set forth the purchase price for each purchase, the date or dates of purchase and such other information as the city may require.

Sec. 8-183. Misstatements or concealment of facts in reports.

Any misstatement or concealment of fact in reports required by this article shall be grounds for suspension or revocation of the license issued and shall make the licensee liable to prosecution for perjury under the laws of the state.

Sec. 8-184. Failure to timely pay taxes; penalties and interest.

In the event the tax due hereunder is not paid within the time required, the licensee shall pay a penalty of 15 percent of the unpaid tax plus interest at a rate of one percent per month on the unpaid tax.

Sec. 8-185. Deficiency determination; penalties and interest.

- (a) If the city has cause to believe that the return or returns of the tax or the amount of the tax required to be paid to the city by any person is not proper, it may compute and determine the amount required to be paid upon the basis of any information that is within or may come into its possession. One or more deficiency determinations may be made of the amount due for any monthly period.
- (b) The city or its designated representatives shall give to the licensee written notice of its determination by certified mail. Notice shall be deemed delivered three days after the date of deposit to the United States Post Office by certified mail.
- (c) Deficiencies must be paid to the city no later than five days after delivery of the deficiency notice. Any licensee who fails to pay such deficiency within the time required shall pay a penalty of 15 percent of the deficiency amount plus interest at a rate of one percent per month of the unpaid deficiency.

Sec. 8-186. Failure to make a return; penalties and interest.

- (a) If any licensee fails to make a return for the tax levied under this article, the police chief shall make an estimate of the amount of the gross receipts of the licensee or as the case may be; of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the police chief. Upon the basis of this estimate, the police chief shall compute and determine the amount required to be paid the city, adding to the sum thus determined a penalty equal to 15 percent thereof. One or more determinations may be made for one or for more than one period.
- (b) In making a determination, the police chief may offset overpayments for a period or penalties and against the interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) of this section.
- (c) The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month or any fraction of a month from the 20th day after the close of the monthly period for which the amount or any portion thereof should have been returned, until the date of payment.
- (d) If the failure of any person to file a return is due to fraud or an intent to evade this subdivision or rules and regulations, a penalty of 25 percent of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the 15 percent penalty.

Sec. 8-187. Collection.

At any time within three years after any tax or any amount of tax required to be collected becomes due and payable and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the city may bring an action in the courts of this state, any other state or of the United States in the

name of the city to collect the amount delinquent together with penalties and interest, court fees, filing fees, attorneys' fees and other legal fees incident thereto.

Sec. 8-188. Successors and assigns liable.

- (a) If any licensee liable for any amount under this article sells or terminates the business, the licensee's successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the police chief, showing that the amount has been paid or a certificate stating that no amount is due.
- (b) If the purchaser of a business fails to withhold purchase price as required, the purchaser becomes personally liable for the payment of the amount required to be withheld by the purchaser to the extent of the purchase price, valued in money. Within 30 days after receiving a written request from the purchaser for a certificate, the police chief shall either issue the certificate or mail notice to the purchaser at the purchaser's address as it appears on the records of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall start to run at the time the operator sells the business or at the time that the determination against the operator becomes final, whichever event shall last occur.

Sec. 8-189. Taxes paid more than once or erroneously collected.

Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously collected or received by the city under this article, it may be offset. If the licensee believes it has overpaid or paid more than once, then it will have three years from date of payment to file claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved, the excess amount paid to the city may be credited on any amounts due and payable from the licensee by whom it was paid or such person's successors or assigns.

Secs. 8-190—8-200. Reserved.

DIVISION 2. WHOLESALERS AND BREW PUBS

Sec. 8-201. Levy of malt beverage excise tax.

There is hereby levied and imposed upon each wholesale dealer, brew pub, and microbrewery selling malt beverages and wine within the City of Flowery Branch an excise tax in the following amounts:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container sold containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons.
- (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.

Sec. 8-202. Levy of wine and distilled spirits excise tax; exemptions.

- (a) There is hereby levied and imposed upon each wholesale dealer and micro-distillery selling wine and distilled spirits within the City of Flowery Branch, Georgia, an excise tax in the amount of \$.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) Pursuant to O.C.G.A. §§ 3-6-70 and 3-6-71, no tax shall be levied under this section with respect to:

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- (1) Wine sold to and used by established and recognized churches and synagogues for use in sacramental services only;
 - (2) Any sale of wine which is exempt from taxation by the state or under the Constitution of the United States;
 - (3) Wine sold to persons outside this state for resale or consumption outside this state; or
 - (4) Wines which contain less than one-half of one percent alcohol by volume.

Sec. 8-203. Collection.

The taxes levied in this division are hereby levied upon the retailer licensed to do business in the city and it is the intent of this division to so levy this tax but require the payment of the tax at the time of delivery by the retailer to the wholesaler, who shall have the responsibility of remitting the tax to the city on behalf of the retailer.

Sec. 8-204. Unlawful deliveries.

It shall be unlawful and a violation of this chapter for any wholesale dealer or distributor to deliver any alcoholic beverages spirits to any retail dealer in the city without at the time of such delivery collecting the excise taxes provided for in this division.

Sec. 8-205. Reports and remittance.

On or before the 20th day of each calendar month, each wholesaler shall make a verified and comprehensive report to the city, which shall correctly show and reflect all sales and deliveries of all alcoholic beverages to or for retail dealers in the city for the calendar month immediately preceding the date of the report. The report shall show the name and address of each retail dealer, the quantities delivered to each retail dealer, the amount of excise tax collected under the terms of this division, and such other reasonable information as may be requested by the city. The report shall be accompanied by remittance payable to the city for all taxes collected or due, as shown on the report.

Sec. 8-206. Noncompliance by wholesale dealer; distributor.

If any wholesale dealer or distributor fails or refuses to make the reports required herein, the city shall notify such dealer or distributor in writing and if the reports are not made and the taxes, penalties and interest are not remitted within five days from the date of delivery of such notice, such wholesale dealer or distributor shall be prohibited from making any further deliveries in the city.

Secs. 8-207—8-220. Reserved.

DIVISION 3. PER DRINK

Sec. 8-221. Levy and collection of excise tax.

- (a) There is hereby imposed and levied upon every purchaser of alcoholic beverages by the drink within this city a tax in an amount equal to three percent of the purchase price charged to the purchaser for such drink.
- (b) Every licensee or his agent is hereby authorized and directed to collect the tax imposed herein from purchasers of alcoholic beverages by the drink within the licensed premises. Such licensee or agent shall furnish such information as may be required by the city to facilitate the collection of the tax.
- (c) In all cases where the collection of food and drinks is by deferred payment or credit, the licensee is liable at the time of and to the extent that such credits are incurred in accordance with the rate of tax owing on the amount thereof. The city shall have authority to adopt rules and regulations prescribing methods and schedules for collection and payment of the tax.

Sec. 8-222. Reports and remittance.

- (a) The tax imposed by this division shall become due and payable from the purchaser at the time of purchase of any mixed drink in this city. All amounts of such taxes collected by the licensees shall be due and payable to the city monthly on or before the 20th day of every month next succeeding each respective monthly period for which the tax is imposed; provided, however, that upon a proper showing that the tax imposed will not be collected until after a regular billing period of the collecting agent then the collection of the tax may be deferred by the city for an additional period not exceeding 30 days.
- (b) On or before the 20th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city in such form as the city may prescribe by every licensee liable for the payment of tax hereunder. All returns shall show the gross receipt of the sale of distilled spirits by the drink and the amount of tax collected on such drinks.
- (c) Copies of the "summary of sales" showing delivery by each supplier to consumption on the premises licensees shall be furnished to the police chief with each monthly payment.
- (d) Licensees collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if such amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state tax under the Georgia Retailers' and Consumers' Sales and Use Tax Act, approved February 20, 1951, as now or hereafter amended (O.C.G.A. § 48-8-1 et seq.).



FLOWERY BRANCH CITY COUNCIL EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance Numbers 717 and 718 amending the city code of the City of Flowery Branch to allow for micro-breweries and micro-distilleries.

DATE: June 17, 2024

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

BUDGET INFORMATION:

ANNUAL- N/A
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: June 20, 2024

PURPOSE: Amend the alcoholic beverage code to allow for micro-breweries and micro-distilleries.

HISTORY: Changes to state law in the last few years have allowed for new business models in the alcoholic beverage establishment market. Among these new models are smaller breweries and distilleries that manufacture their own malt beverages or distilled spirits they are allowed to sell to individuals for personal use both in containers and for consumption on the premises.

FACTS AND ISSUES: Adoption of this ordinance would allow for the licensing of micro-breweries and micro-distilleries in the city limits. A companion ordinance making changes to the City's zoning code would allow these establishments to be located in the Central Business District if granted a Conditional Use Permit by City Council. These establishments are exempt from the food sale requirement and thus may warrant close monitoring to ensure they maintain the friendly and safe atmosphere typically marketed by such businesses.

OPTIONS:

- 1) Approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
 - 2) Do not approve the ordinance to allow for the licensing of micro-distilleries and micro-breweries.
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RECOMMENDED SAMPLE MOTION:

I move to approve the first read of Ordinance Number 717 and 718 (read separately) adopting a new alcoholic beverages chapter for the city code of the City of Flowery Branch to allow for the licensing of micro-breweries and micro-distilleries.

DEPARTMENT: Legal

Prepared by: Ted Baggett